

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती  
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910334/Lower Parel [ West ] Stationery No: 21585898249693  
Pmt Txn id : 730578247 Print DtTime : 17-AUG-2023 19:17:57  
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ChallanIdNo: 69103332023081751679 Office Name : IGR182-BOM1 MUMBAI CITY  
District : 7101-MUMBAI GRN Date : 17-Aug-2023@18:40:14

StDuty Schm: 0030045501-75/STAMP DUTY  
StDuty Amt : R 4,22,000/- (Rs Four, Two Two, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees  
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (A) (iv)--Agreement creating right and having monetary value  
Prop Mvblty: N.A. Consideration: R 20,99,99,790/-  
Prop Descr : SHARE SUBSCRIPTION AGREEMENT

Duty Payer: PAN-AABCJ1982E, JUPITER LIFE LINE HOSPITALS LIMITED

Other Party: FID-MC-395730, NEUBERGER BERMAN STRATEGIC INDIA EQUITY MASTER FUND

Bank official Name & Signature

Bank official Name & Signature  
सहायक प्रबंधक / Assistant Manager  
ई. आई. एन. / E.I.N. 15539



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शोभन वेंकटेश / SHOBAN VENKATESH  
सहायक प्रबंधक / Assistant Manager  
ई. आई. एन. / E.I.N. - 137605  
महाराष्ट्र शासन / IBKL BANK LTD.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE  
SHARE SUBSCRIPTION AGREEMENT DATED 17 AUGUST 2023  
EXECUTED BY AND AMONGST NEUBERGER BERMAN  
EMERGING MARKETS EQUITY FUND, NEUBERGER BERMAN  
EUROPE HOLDINGS LLC, NEUBERGER BERMAN STRATEGIC  
INDIA EQUITY MASTER FUND HOLDINGS LTD AND  
JUPITER LIFE LINE HOSPITALS LIMITED

## SHARE SUBSCRIPTION AGREEMENT

THIS SHARE SUBSCRIPTION AGREEMENT (“**Agreement**”) is made at Mumbai on this 17<sup>th</sup> day of August 2023 (“**Execution Date**”)

### PARTIES

**PERSONS LISTED IN SCHEDULE 1** (hereinafter referred to jointly as “**Subscribers**” and individually as a “**Subscriber**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors and permitted assigns) of the **FIRST PART**;

### AND

**JUPITER LIFE LINE HOSPITALS LIMITED**, a company incorporated under the laws of India under the provisions of the Companies Act, 1956, having company identification number (CIN) U85100MH2002PLC137908 and having its registered office at 1004, 10th Floor, 360 Degree Business Park, Maharana Pratap Chowk, LBS Marg, Mulund (West), Mumbai – 400 080, Maharashtra, India, hereinafter referred to as the “**Company**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**.

The Subscribers and the Company shall hereinafter, collectively, be referred to as “**Parties**” and individually, as a “**Party**”.

### WHEREAS:

- A. The Company is a multi-specialty tertiary and quaternary healthcare provider in the Mumbai Metropolitan Area and western region of India and proposes to list and trade its equity shares on the Stock Exchanges by way of an initial public offer of its equity shares (“**IPO**”). The Company has filed a draft red herring prospectus dated May 10, 2023, with the Securities Exchange Board of India (“**SEBI**”) on May 11, 2023 (“**DRHP**”).
- B. As of the Execution Date, the authorized share capital of the Company is INR 800,000,000 divided into 80,000,000 equity shares of INR 10/-each and the fully paid-up share capital of the Company is INR 565,183,900 divided into 56,518,390 equity shares of INR 10/-each. The shareholding pattern of the Company, as at the Execution Date and the Closing Date is more fully set out in **Part A of Schedule 3**.
- C. The Company, as a part of a pre-IPO placement, in accordance with this Agreement, is offering the Subscription Shares to the Subscribers and the Subscribers are desirous of making a financial investment in the Company by subscribing to the Subscription Shares (the “**Pre-IPO Placement**”).
- D. The Subscription Shares, together with the entire fully paid-up share capital of the Company, are proposed to be listed on the Stock Exchanges, pursuant to the IPO by the Company.
- E. The Parties are now entering into this Agreement to define their mutual rights and obligations in relation to Pre-IPO Placement and allotment of the Subscription Shares to the Subscribers by the Company and other matters in connection therewith.



All capitalised terms used in this Agreement shall have the meaning as set out in **Schedule 2**. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation set out in **Schedule 2**.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### **1. PRICE**

- 1.1 Relying on the covenants, indemnity, representations and warranties provided by the Company, the Subscribers have agreed to subscribe to, and the Company has agreed to issue, allot and deliver, on the Closing Date, the Subscription Shares to the Subscribers, as set out in **Part B of Schedule 3** in accordance with this Agreement.
- 1.2 The aggregate consideration for the Subscription Shares shall be the Price.
- 1.3 Subject to **Clause 2**, the Subscribers shall pay, by electronic funds transfer, the Price, on the Closing Date, to the bank account of the Company, the details of which will be shared with the Subscribers prior to the Closing. The details of such bank account of the Company shall be shared by the Company Secretary and Compliance Officer Suma Upparatti (suma.bommanahal@jupiterhospital.com) with a copy to Ankit Thakker (ankit.thakker@jupiterhospital.com) with each Subscriber, details of such communication shall be shared in writing with the Company by each Subscriber prior to Closing.
- 1.4 Immediately upon receipt of the Price, the Company shall submit to the Subscribers a written confirmation of receipt showing the date and amount of the Price received.
- 1.5 The Company undertakes that in the event it issues equity shares or securities of the Company to any Person after the execution of this Agreement and prior to filing of the red herring prospectus with the ROC, which grants such Person (holding a similar shareholding percentage) shareholder rights which are more favourable than those granted to the Subscribers, then the Company shall take all reasonable steps to ensure that the rights provided to the Subscribers under this Agreement and the rights provided to the Persons under the agreements entered into with such Persons are substantively similar.
- 1.6 Other than for the purpose of Buy Back as set out in **Clause 8** herein, the Company shall not utilise the Price received from the Subscribers until listing of the Subscription Shares on the Stock Exchanges for any other purpose.

### **2. CONDITIONS PRECEDENT**

- 2.1 The obligation of the Subscribers to subscribe to the Subscription Shares shall be conditional upon each of the following conditions (each a “**Condition Precedent**”) having been fulfilled by the Company, to the satisfaction of the Subscribers, on or before the Long Stop Date:
  - 2.1.1 The Company having passed necessary resolutions of the Board and a special resolution of the shareholders of the Company with requisite majority as specified under the Companies Act, 2013 (the “**Act**”) for (i) approving the preferential issue of the Subscription Shares to the Subscribers for the Price as contemplated in this Agreement; (ii) approving the draft private placement letter of offer in Form PAS-4 and application form to be issued to

the Subscribers based on the terms and conditions of this Agreement; and (iii) approving the transactions as contemplated under this Agreement.

- 2.1.2 The Company having delivered certified true copies of the aforesaid resolutions of the Board and shareholders of the Company to the Subscribers.
- 2.1.3 The Company shall have filed Form(s) MGT-14 with the ROC for the Board and shareholders' resolutions passed pursuant to Clause 2.1.1 above.
- 2.1.4 The Company having issued an offer or invitation to the Subscribers to subscribe to the Subscription Shares through issue of a private placement offer letter in the format as set out in Form PAS-4 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 (as approved under Clause 2.1.1. above).
- 2.1.5 The Company having obtained all relevant approvals, consents and waivers necessary for consummation of the transactions contemplated under this Agreement as well as from any Governmental Authority or from any third party or required under the Law or any other approvals, consents or matter of like nature, as the case maybe and if applicable.
- 2.1.6 The Company having delivered to the Subscribers, a valuation certificate from a chartered accountant or a Category 1 merchant banker registered with the SEBI, certifying the fair value of the Subscription Shares determined and issued in accordance with, and as required under the provisions of the Foreign Exchange Management Act, 1999, and applicable rules and regulations made thereunder.
- 2.1.7 The Company having delivered to the Subscribers, a valuation certificate from a registered valuer, certifying the fair value of the Subscription Shares determined and issued in accordance with, and as required under the Act.
- 2.1.8 The Company having provided a valuation report of its equity shares as of a date as proximate as practicable to the Closing Date in accordance with Rule 11UA, read with Rule 11U of the Income-tax Rules, 1962, from a Category 1 merchant banker or chartered accountant.
- 2.1.9 Each of the Company Warranties being true and accurate in all respects and not misleading in any respects, in each case as of the Execution Date and as of the Closing Date and as of any date on which any part of Closing occurs.
- 2.1.10 No Material Adverse Effect shall have occurred.
- 2.1.11 No administrative, investigatory, judicial or arbitration proceedings shall have been brought by any Person against the Company seeking to enjoin or seek damages from the Company in connection with the allotment or issuance of the Subscription Shares, and there being no order, injunction, or other action issued, pending or, to the knowledge of the Company, threatened, which involves a challenge or seeks to or which prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the issuance of the Subscription Shares under this Agreement.
- 2.1.12 The Company has received final observations from SEBI on the DRHP and has included all such observations in the DRHP submitted to SEBI.

- 2.2 If any of the Conditions Precedent are not satisfied to their satisfaction, the Subscribers may waive, amend or extend the timeline for completion of any of the Conditions Precedent, by notice in writing to the Company, except to the extent of any mandatory requirements under applicable Law. If at any time the Company becomes aware of any circumstances that will or are likely to give rise to the non-fulfilment of any of the Conditions Precedent by the Closing Date, the Company shall inform the Subscribers in writing. In such case, the Parties shall co-operate fully with a view to procuring alternate arrangements to give effect to the commercial understanding of the Parties in relation to the transactions contemplated under this Agreement.
- 2.3 Upon completion of the Conditions Precedent as aforesaid, the Company shall forthwith issue a certificate substantially in the form annexed as **Schedule 4 (“CP Satisfaction Certificate”)** to the Subscribers enclosing, where applicable, documentary evidence including certified true copies of all necessary documents evidencing fulfilment of each of the Conditions Precedent.
- 2.4 Subject to receipt of the CP Satisfaction Certificate and the accompanying documents evidencing fulfilment of all of the Conditions Precedent in accordance with the terms hereof to the reasonable satisfaction of the Subscribers, unless, waived, deferred or prescribed as condition subsequent to Closing, in each case in writing, at the Subscribers’ discretion, the Subscribers shall subject to receipt of bank account details of the Company under **Clause 1.3**, within 4 (Four) Business Days of the receipt of the CP Satisfaction Certificate, provide to the Company a written confirmation of completion of the Conditions Precedent in the form annexed as **Schedule 5 (“CP Confirmation Certificate”)**.
- 2.5 Upon fulfilment of all the Conditions Precedent, including the other obligations under **Clause 2**, the Parties shall proceed to Closing in accordance with **Clause 3** of this Agreement.

### 3. CLOSING CONDITIONS

- 3.1 Subject to fulfilment of the Conditions Precedent (or waiver, deferral or prescription as condition subsequent to Closing, in each case in writing, by the Subscribers) in accordance with **Clause 2** of this Agreement, the Closing shall take place at the registered office of the Company, or such other place as may be mutually agreed between the Parties and shall occur within seven (7) Business Days from the date of issuance of the CP Confirmation Certificate by the Subscribers or such other date as may be mutually agreed, in writing, between the Parties, but not later than the Long Stop Date.
- 3.2 At Closing, each of the Parties shall deliver or perform (or ensure that there is delivered or performed) all the following documents, items and actions respectively listed in relation to that Party (as the case may be):
- 3.2.1. The Subscribers shall, provide the filled-up application form in respect of the Subscription Shares to the Company and shall by way of electronic wire transfer, transfer their respective portion of the Price to the bank account designated by the Company as notified to the Subscribers in accordance with **Clause 1.3** of this Agreement.

- 3.2.2. Upon receipt of the Price, the Company shall ensure that the Board resolves to pass valid and effective resolutions in respect of the following matters:
- a. issuance and allotment of the Subscription Shares to the Subscribers, and together with all rights, preferences and privileges attached to them, in accordance with the terms of this Agreement on a dematerialized basis;
  - b. authorizing the issue and delivery of duly stamped allotment letters to the Subscribers in respect of the Subscription Shares;
  - c. authorizing necessary entries in the register of members of the Company to record the Subscribers as members of the Company in respect of Subscription Shares;
  - d. authorize issuance of instructions to the Company's depository participant to credit the Subscription Shares to the dematerialized account of each of the Subscribers as set out in **Schedule 6**; and
  - e. authorizing the Company to buy-back the Subscription Shares at the Price in accordance with the applicable Laws, in the event the Company fails to comply with its obligations under **Clause 8** of this Agreement.
- 3.3 At Closing, the Company shall provide the duly stamped and signed letter of allotment with respect to the Subscription Shares and credit the Subscription Shares in dematerialized form in the demat account of each of the Subscribers, the details of which are provided in **Schedule 6** to this Agreement.
- 3.4 The Company shall deliver to the Subscribers: (i) a certified true copy of the aforesaid resolution of the Board; and (ii) a certified true copy of the Company's applications to its depository and statements of the depository (when received), containing the names of the Subscribers as holder of the Subscription Shares in dematerialized form, which shall be, evidencing the Subscribers' valid title to the Subscription Shares, free of all Encumbrances.
- 3.5 All transactions contemplated by this Agreement to be consummated at Closing shall be deemed to have occurred simultaneously and no such action shall be deemed to be consummated unless all such actions have been consummated.
- 3.6 If the Closing has not occurred on or prior to the Long Stop Date or the Subscription Shares have not been allotted to the Subscribers in the manner as set out in **Clause 3.1** above within 2 Business Days from the date of remittance of the Price, then the Subscribers shall have the right but not the obligation to terminate this Agreement by serving a written notice to the Company, subject to the Company having forthwith refunded the entire Price to the Subscribers along with any interest payable thereon under the Act within 7 (Seven) Business Days from the date of such termination without any deductions or withholding on account of taxes, charges, fees, cost or other expenses. If any tax or amount in respect of charges, fees, costs or expenses is required to be deducted or withheld by the Company, on the Price, such additional amounts must be paid by the Company to ensure that the Subscribers receives a net amount equal to the full amount of the Price.

#### 4. POST CLOSING OBLIGATIONS

- 4.1 Within 5 (five) Business Days after allotment of the Subscription Shares by the Company, the Company shall file return of allotment with the ROC in Form PAS-3.
- 4.2 Within 7 (seven) Business Days from the Closing Date, the Company shall file with the ROC the Form MGT-14 approving the issuance of the Subscription Shares.
- 4.3 The Company shall provide the Subscribers or any of its authorised representatives and advisers such assistance, documentation and information and undertake all actions as may be reasonably required in connection with the filings and disclosures required or agreed to be made to the ROC, SEBI, Stock Exchanges and any other disclosures required to be made under applicable Law pertaining to the transactions contemplated by this Agreement.
- 4.4 The Company shall within 7 (Seven) Business Days from the Closing Date, file Form(s) SMF-FC-GPR pursuant to the Foreign Exchange Management Act, 1999 (and rules and regulations made thereunder) in relation to the issuance and allotment of the Subscription Shares to the Subscribers and deliver to the Subscribers a copy of the Form SMF-FC-GPR filed along with the acknowledgment of such filing (and the unique identification number allotted by the Reserve Bank of India in respect of the remittances from the Subscribers promptly upon availability).

## **5. COMPANY WARRANTIES**

- 5.1 The Company represents and warrants to the Subscribers that as at the Execution Date and Closing Date:
  - (i) It is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power and authority to conduct its business as conducted.
  - (ii) It is authorised by its article of association and has obtained all corporate authorisations and has all governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into, deliver and perform its obligations under this Agreement and consummate the transactions under this Agreement and the execution, delivery and performance of this Agreement constitutes legal, valid and binding obligation of the Company, enforceable against itself in accordance with its terms.
  - (iii) The entry into, delivery and performance/consummation of this Agreement will not (i) breach any provision of its memorandum and articles of association (ii) result in a breach by the Company of any Laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any Governmental Authority or regulatory authority or by which its assets and properties are bound or affected, or (iii) result in a breach of any agreement, documents, contracts, arrangements or any other instrument to which it is a party; or (iv) require the Company to obtain any authorisations, consents, waivers, registrations, declarations or filings with, or notice to any relevant authority or any Person, except as expressly set forth in this Agreement or unless otherwise already obtained by the Company, copies of which have been delivered to the Subscribers; or (v) constitute violation by Company and/or any of its subsidiaries and/or any of their directors, officers, employees or agents of any anti-corruption and money laundering laws including the provisions of U.S. Foreign Corrupt Practices Act of 1977, United

States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Bribery Act 2010, Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002, including any rules, regulations and byelaws framed thereunder.

- (iv) The Board of the Company has authorised the IPO at its meeting held on January 23, 2023, pursuant to which the DRHP was approved by the Board on May 8, 2023 and IPO committee on May 10, 2023. The DRHP dated May 10, 2023 was filed with SEBI on May 11, 2023. Further the DRHP was also filed with the National Stock Exchange on May 11, 2023 and with the BSE Limited on May 11, 2023.
- (v) The shareholding percentage specified in **Part A of Schedule 3** provides true, correct and complete representations of the shareholding of the Company, constituting 100% (one hundred per cent) of the issued, subscribed, allotted and fully paid-up share capital of the Company, on a fully diluted basis, as of the Execution Date and the Closing Date.
- (vi) The Company has received in principal approval for listing of its equity shares from the National Stock Exchange on June 30, 2023, and from the BSE Limited on July 3, 2023, and each of the approvals remains valid and in force.
- (vii) The issuance and allotment of the Subscription Shares by the Company to the Subscribers shall be duly and validly authorized by all necessary corporate actions of the Company and the Subscription Shares as and when issued, allotted and delivered in accordance with the terms of this Agreement shall be duly and validly issued in accordance with all applicable Laws, free and clear of any Encumbrance with all rights, preferences and privileges and shall be fully paid up and Subscribers will be the sole legal and beneficial owner of the Subscription Shares and will be registered as the sole legal and beneficial owner thereof.
- (viii) The Subscription Shares shall constitute 0.49% of the shareholding of the Company on fully diluted basis at Closing and shall constitute 0.49% of the shareholding of the Company at filing of the SEBI approved Red Herring Prospectus for IPO with the ROC assuming the Company has successfully raised a total of INR 1,22,99,99,715 (Indian Rupees One Hundred and Twenty Two Crores Ninety Nine Lakhs Ninety Nine Thousand Seven Hundred and Fifteen) as part of pre-IPO placement in accordance with the DRHP.
- (ix) The Company is engaged only in business in which 100% (One Hundred percent) foreign direct investment under the automatic route is permitted, under the FDI Policy, without any sectoral conditionalities. Further, the Company is 'owned and controlled' by resident Indian citizens and/or resident Indian entities, which are ultimately owned and controlled by resident Indian citizens, as per/under the FDI Policy.
- (x) The Subscription Shares are in dematerialized form.
- (xi) There are no actions, suits, claims, proceedings or investigations ("**Proceeding(s)**") pending or threatened against or by the Company at Law, in equity or otherwise, and whether civil or criminal in nature in, before, or by,



any court, commission, arbitrator or Governmental Authority, and there are no outstanding judgments, decrees or orders (“**Orders**”) of any such court, commission, arbitrator or Governmental Authority, including Proceedings or Orders which (i) involve a challenge to, or seek to, or prohibit, prevent, restrain, restrict, delay, impair, prejudice, make illegal or otherwise interfere with the due and proper consummation of any of the transactions contemplated under this Agreement; or (ii) seek to impose conditions upon the ownership of the Company.

- (xii) The information set out in this Agreement and the DRHP is complete, true and accurate and correct in all respects and no facts or information have been omitted therefrom that would make such information untrue, inaccurate or misleading.
- (xiii) Company has not provided any unpublished price sensitive information to the Subscribers in contravention to the provisions of applicable Laws.
- (xiv) No event has occurred or is subsisting, which has the effect of the Company being, or being taken to be under applicable Laws, unable to pay its debts, or subject to any bankruptcy/insolvency proceedings.
- (xv) In the event the Company is required to buy-back the Subscription Shares in terms of this Agreement, the Company shall use the consideration received under this Agreement for the same and for no other purpose.
- (xvi) The Company has not and shall not designate the Subscribers as a ‘promoter’ of the Company nor shall any such declaration or statement be made, either directly or indirectly, in filings with regulatory or Governmental Authorities, offer documents or otherwise, and it shall ensure that restrictions under the Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2019 or applicable Law in India applicable to promoters do not apply to the Subscribers.

5.2 The Company shall not do or omit to do anything which would result in any of the representation and warranties given by the Company being breached or becoming misleading at any time up to and including the Closing Date, and the Company agrees and undertakes to notify the Subscribers, in writing and promptly, if it becomes aware of any fact, matter or circumstance (whether existing as on the Execution Date or arising afterwards) which would cause any of the representation and warranties given by the Company under this Agreement, to become untrue, inaccurate or misleading in any respect.

5.3 The Company agrees that no actual, imputed or constructive knowledge shall be attributed to the Subscribers whether on the Execution Date, before or after the Closing Date, with respect to the accuracy or inaccuracy of any representation and warranty provided by the Company under this Agreement.

## **6. SUBSCRIBERS’ WARRANTIES**

6.1 The Subscribers severally warrant to the Company that as at the Execution Date and Closing Date:

- a) Each of the Subscribers are validly incorporated, in existence and duly registered under the laws of their jurisdiction and have full power to conduct their business as conducted at the Execution Date.
- b) The execution and delivery of the Agreement has been duly authorised and do not require any further corporate or statutory approvals and/ or authorizations and they have all necessary approvals required to be obtained by them for the execution, delivery and performance of this Agreement and have been validly executed by a duly authorised representative of the Subscribers. This Agreement constitutes a legal, valid and binding obligation of the Subscribers enforceable against it, in accordance with its terms.
- c) Each of the Subscribers have the requisite power and authority to enter into and perform this Agreement; and entry into and performance of this Agreement will not (i) breach any provision of their memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) (subject, where applicable, to fulfilment of the Conditions Precedent) result in a breach of any Laws or regulations in their jurisdiction of incorporation or of any registration, license, permit, consent, order, decree or judgment of any court or any Governmental Authority or regulatory authority, where any such breach would adversely affect to a material extent their ability to enter into or perform their obligations under this Agreement.
- d) The subscription of the Subscription Shares by the Subscribers does not violate any provision of the Prevention of Money Laundering Act, 2002, including any rules, regulations and byelaws framed thereunder.

## 7. CONFIDENTIALITY

- 7.1 The Parties hereto acknowledge that the terms of this Agreement, including its existence, shall be considered confidential information and shall not be disclosed by the Parties hereto to any third party except (i) any disclosure to be made in any offer document filed with SEBI, ROC or any other Governmental Authority or regulatory authority; (ii) any disclosure of information required by applicable Law, or any Governmental Authority, not in relation to the IPO, provided that, save where giving notice to the other Party is prohibited by applicable Law; (iii) to its Affiliates and investors that are bound by appropriate confidentiality obligations; (iv) the disclosure of information, which, at the date of disclosure, is in the public domain; (v) any disclosure of information to a Party's professional advisors being subject to the confidentiality obligations contained in this Agreement; (vi) information which is independently developed by the recipient from information provided or obtained other than pursuant to or in connection with this Agreement; and (vii) save and except required to be disclosed by the Subscribers in ordinary course of business.

## 8. BUY-BACK PROVISION

- 8.1 The Company shall ensure that the Subscription Shares are listed and admitted for trading on the Stock Exchanges pursuant to the IPO within 45 (Forty-Five) Business Days from the Closing Date or such extended period as agreed between the Parties in writing ("**Initial Term**").
- 8.2 In the event of failure of the Company to perform its obligation under **Clause 8.1**, notwithstanding anything to the contrary contained in this Agreement or otherwise, the Company shall buy-back all of the Subscription Shares for the Buyback Consideration

(“**Buy Back**”) and complete such Buy Back including payment of the Buyback Consideration within a period of 15 (Fifteen) Business Days from Initial Term or such extended period as agreed between the Parties in writing (“**Final Term**”) on or before the expiry of the Final Term as per applicable Law without any deductions or withholding on account of taxes, charges, fees, cost or other expenses. If any tax or amount in respect of charges, fees, costs or other expenses is required to be deducted or withheld by the Company, on the Buyback Consideration, such additional amounts must be paid by the Company to ensure that the Subscribers receives a net amount equal to the full amount of the Buyback Consideration.

- 8.3 The Company undertakes to complete all actions and steps as may be required by the Company under applicable Law to effect the Buy Back including (i) passing the relevant Board and shareholders’ resolutions approving the Buy Back; (ii) obtaining all relevant approvals, consents and waivers for approving the Buy Back including from the shareholders of the Company, any Governmental Authority or as required under the Law and (iii) increasing the size of the offer of Buy Back to ensure that all the Subscription Shares of the Subscribers are bought back by the Company for Buyback Consideration. The Company also undertakes to make requisite filings with the Reserve Bank of India pursuant to the Buy-Back under **Clause 8** as per Foreign Exchange Management Act, 1999 (and rules and regulations made thereunder).
- 8.4 If the Subscription Shares are not listed and admitted for trading on the Stock Exchanges pursuant to the IPO within the Initial Term, the Parties shall discuss in good faith and mutually agree on terms and conditions for another agreement that the Parties shall execute.

## 9. INDEMNITY

- 9.1 Subject to the Closing, the Company (“**Indemnifying Party**”) shall indemnify, defend and hold harmless the Subscribers, its Investment managers, its trustees, directors, officers, employees (“**Indemnified Party**”) against any and all direct and actual losses, damages, charges and reasonable costs and expenses, fines, interest and penalties (“**Loss**”) arising out of or in relation to or as a result of any breach of the Company’s Warranties, obligations covenants and undertaking under this Agreement.
- 9.2 The indemnity obligations of the Company under **Clause 9.1** shall be limited to the value of the total Price paid by Subscribers for the Subscription Shares and shall survive for 3 (Three) years from the Closing Date, provided further that such cap on the aggregate liability shall not apply for any expenses, costs and legal fees incurred in legally enforcing the provisions of this Clause. Notwithstanding anything to the contrary in this Agreement, the limitation of liability contained herein shall not apply to any claim arising out of fraud of the Company. Any indemnity payments made pursuant to this **Clause 9.2** shall be made free and clear of and without deduction for or on account of any fees, costs and expenses incurred by the Subscribers directly in relation to invoking such indemnity under this Agreement.
- 9.3 If any claim under this Clause is disputed by the Company, then such dispute shall be resolved in accordance with **Clause 21** of this Agreement.

## 10. ASSIGNMENT

- 10.1 Unless the Parties agree in writing, no Person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or

dispose of any right or interest in it. Any purported assignment in contravention of this **Clause 10** shall be void. Notwithstanding the above, the Subscribers shall be entitled to assign or transfer all or any of its rights under this Agreement to an Affiliate without the requirement to obtain the prior consent of the Company.

- 10.2 Notwithstanding anything contained in this Agreement, the restrictions on assignment to third parties as set out in this **Clause 10** shall not apply on the earlier of (a) listing of equity shares of the Company on the Stock Exchange and the trading permission is obtained from the Stock Exchange, or (b) the Subscription Shares are bought back by the Company within the Final Term in accordance with **Clause 8**.

## **11. TRANSFER**

Subject to applicable lock-in requirements under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (as and when applicable), the Subscription Shares are freely transferable and are free from any restrictions under the Articles of Association of the Company or any other agreement to which Company is a party.

## **12. FURTHER ASSURANCES**

- 12.1 Each of the Parties shall, execute such further documents as may be required by Law or be necessary to implement and give effect to this Agreement.
- 12.2 Each of the Parties shall comply with all obligations under this Agreement which are expressed to apply to the respective Parties.

## **13. COSTS**

- 13.1 The Parties shall each be responsible for their own costs, charges and other expenses incurred in connection with the Proposed Transaction. The stamp duty payable on this Agreement shall be borne by the Company.
- 13.2 The stamp duty payable in relation to the issuance and allotment of the Subscription Shares (including on the allotment list and letter of allotment) and for the Buy Back of the Subscription Shares shall be borne by the Company. Any costs incurred in relation to completion of Conditions Precedent under this Agreement shall be borne by the Company.

## **14. NOTICES**

- 14.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by email provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

The addresses and email addresses of the Parties for the purpose of clause 13.1 are:

- (a) If to the Subscribers:

**Neuberger Berman Emerging Markets Equity Fund**

Name: Neuberger Berman Emerging Markets Equity Fund  
Address: 1290 Avenue of the Americas, New York, NY 10104, United States  
Attention: Jane Chan; Conrad Saldanha; Gaurav Maheshwari; and Caroline McHale  
Email: TradeMgmtMO-NY@nb.com, Jane.Chan@nb.com, [Ashley.Chung@nb.com](mailto:Ashley.Chung@nb.com), [conrad.saldanha@nb.com](mailto:conrad.saldanha@nb.com), [gaurav.maheshwari@nb.com](mailto:gaurav.maheshwari@nb.com), [caroline.mchale@nb.com](mailto:caroline.mchale@nb.com)

**Neuberger Berman Europe Holdings LLC**

Name: Neuberger Berman Europe Holdings LLC  
Address: 1290 Avenue of the Americas, New York, NY 10104, United States  
Attention: Jane Chan; Conrad Saldanha; Gaurav Maheshwari; and Caroline McHale  
Email: TradeMgmtMO-NY@nb.com, Jane.Chan@nb.com, [Ashley.Chung@nb.com](mailto:Ashley.Chung@nb.com), [conrad.saldanha@nb.com](mailto:conrad.saldanha@nb.com), [gaurav.maheshwari@nb.com](mailto:gaurav.maheshwari@nb.com), [caroline.mchale@nb.com](mailto:caroline.mchale@nb.com)

**Neuberger Berman Strategic India Equity Master Fund Holdings Ltd.**

Name: Neuberger Berman Strategic India Equity Master Fund Holdings Ltd.  
Address: 1290 Avenue of the Americas, New York, NY 10104, United States  
Attention: Jane Chan; Conrad Saldanha; Gaurav Maheshwari; and Caroline McHale  
Email: TradeMgmtMO-NY@nb.com, Jane.Chan@nb.com, [Ashley.Chung@nb.com](mailto:Ashley.Chung@nb.com), [conrad.saldanha@nb.com](mailto:conrad.saldanha@nb.com), [gaurav.maheshwari@nb.com](mailto:gaurav.maheshwari@nb.com), [caroline.mchale@nb.com](mailto:caroline.mchale@nb.com)

(b) If to the Company:

Name: Jupiter Life Line Hospitals Limited  
Address: Jupiter Hospital, Eastern Express Highway, Thane west 400601  
Attention: Company Secretary and Compliance Officer  
Email: [suma.bommanahal@jupiterhospital.com](mailto:suma.bommanahal@jupiterhospital.com)

**15. TERMINATION**

This Agreement shall be terminated (i) if the Closing is not achieved by the Long Stop Date; or (ii) upon listing of Subscription Shares on the Stock Exchanges; or (iii) upon buyback of the Subscription Shares by the Company, whichever is earlier. The provisions relating to indemnity, notices, governing law and jurisdiction shall survive termination of this Agreement, except that none of the provisions of this Agreement shall survive upon listing of the Subscription Shares on the Stock Exchanges unless there is or has been a breach of any provision of this Agreement.

**16. WHOLE AGREEMENT**

This Agreement sets out the whole agreement between the Parties in respect of the subscription of the Subscription Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction.



## 17. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any Party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

## 18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

## 19. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

## 20. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

## 21. GOVERNING LAW AND JURISDICTION

- 21.1 This Agreement and any obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with Indian law. Any dispute or differences between the Parties (“**Disputing Parties**”) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and any dispute relating to any obligations arising out of or in connection with it (“**Dispute**”) shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. If a Disputing Party gives the other Disputing Party(ies) notice that a Dispute has arisen (“**Dispute Notice**”), and within 15 (fifteen) days from the date of the Dispute Notice, the Disputing Parties have failed to reach an amicable settlement on any Dispute, then such Dispute shall be referred to and finally resolved by arbitration in accordance with this Clause 21.
- 21.2 The arbitral tribunal shall consist of 3 (three) arbitrators. The Party raising the Dispute (the claimant (or claimants jointly)) shall nominate 1 (one) arbitrator, and the Party(ies) against whom the Dispute has been raised (respondent (or respondents jointly)) shall nominate the other arbitrator. The 2 (two) arbitrators so nominated by the Parties shall within 15 (fifteen) days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as the presiding arbitrator. If no agreement is reached within that period, the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 and rules framed thereunder to act as the presiding arbitrator. The decision of the arbitration panel shall be final and binding on the Parties.

- 21.3 The seat of arbitration shall be Mumbai. The arbitration agreement contained in Clause 21.1 above to Clause 21.7 below shall be governed by the laws of India. The courts of Mumbai shall have exclusive jurisdiction.
- 21.4 The language of arbitration shall be English.
- 21.5 For the purposes of the Rules, each Party consents to be joined to any arbitration commenced pursuant to this Agreement.
- 21.6 For the purposes of the Rules, each Party agrees to the consolidation of any two or more arbitrations commenced pursuant to this Agreement into a single arbitration.

**SCHEDULE 1  
DETAILS OF THE SUBSCRIBERS**

Sr. No.	Details of Subscribers	PAN
1.	<b>Neuberger Berman Emerging Markets Equity Fund</b> , a separate operating series of Neuberger Berman Equity Funds, a Delaware statutory trust, having its principle place of business at Neuberger Berman, 1290 Avenue of the Americas, New York NY 10104, United States of America	AABTN2403M
2.	<b>Neuberger Berman Europe Holdings LLC</b> , having its principle place of business at Neuberger Berman, 1290 Avenue of the Americas, New York NY 10104, United States of America	AAHCN4045J
3.	<b>Neuberger Berman Strategic India Equity Master Fund Holdings Ltd.</b> having its principle place of business at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, Cayman Islands	AAICN7331E

## SCHEDULE 2

### DEFINITIONS and INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

“**Affiliate**” means, in relation to a Person: (i) being a Person, other than a natural Person, any entity or Person which Controls, is Controlled by, or is under the common Control with such Person; (ii) being a natural Person, the Relatives (the term “Relative” would have the meaning as ascribed to it under the Act) of such Person, and any Person which is Controlled by such natural Person; For the purposes of this definition, the term “Control,” “Controlling” or “Controlled” means, with respect to any Person, the ownership of more than 50% (fifty per cent) of the equity shares or other voting securities or partnership interests of such Person; the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person; or the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person and the term “under the Common Control with” shall be construed accordingly. Without prejudice to the generality of the foregoing, the term “Affiliate”, in respect of Subscribers, shall be deemed to include, without limitation, any fund, collective investment scheme, trust, partnership (including, without limitation, any co-investment partnership), special purpose or other vehicle or any subsidiary or Affiliate of any of the foregoing, which is sponsored, managed, advised and/or administered by the investment managers of the Subscribers. It is further clarified that the term “Affiliate” in respect of Subscribers shall not include any investee companies or portfolio companies of the funds managed, advised, or administered by the investment managers of Subscribers;

**Board** means the board of directors of the Company;

**Business Day** means a day other than a Saturday or Sunday or public holiday in Mumbai, India and New York, New York United States of America on which banks are open in Mumbai and New York, New York, United States of America for general commercial business;

**Buy Back Consideration** means the aggregate of Price;

**Closing** means completion of the issuance and allotment of the Subscription Shares in accordance with the provisions of this Agreement and completion of all actions set out in **Clause 3**.

**Closing Date** shall mean the date on which Closing occurs in accordance with **Clause 3** and this Agreement;

**Company Warranties** means the warranties given by the Company pursuant to **Clause 5**;

**CP Confirmation Certificate** shall have the same meaning given to the term in **Clause 2.6**;

**CP Satisfaction Certificate** shall have the same meaning given to the term in **Clause 2.5**;

**Encumbrances** means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, non-disposal undertakings, 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, (b) purchase or option agreement or arrangement, (c) any adverse claim as to title, possession or use, and (d) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person;

“**FDI Policy**” means the foreign direct investment policy issued by the Government of India effective from October 15, 2020, the Foreign Exchange Management (Non-debt Instrument) Rules, 2019, the erstwhile foreign direct investment policy issued by the Government of India dated August 28, 2017, FEMA 20(R)/2017-RB, dated November 7, 2017 and includes all amendments, notifications, rules, regulations, circulars and guidelines issued thereunder or under any Applicable Laws applicable to foreign direct investment in India;

**Governmental Authority** means any governmental, political, legislative, executive or administrative body, municipality or any local or other authority, regulatory authority, court, tribunal or arbitral tribunal, exercising powers conferred by Law in India or any other applicable jurisdiction (including the jurisdictions in which the Company is incorporated and/or carry on any business or activities), and shall include, without limitation, the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same or any governmental or political subdivision thereof, the SEBI and the RBI;

**ICDR Regulations** means Securities and Exchange Bank of India (Issue of Capital and Disclosure Requirements) Regulations 2018;

**Law** means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, circulars, notifications, clarifications or other requirements or official directive or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any Governmental Authority or Person acting under the authority of any Governmental Authority or the Stock Exchange or of any statutory or regulatory authority in India, whether in effect on the Execution Date or on the Closing Date in any jurisdiction and includes any practice or custom under any applicable Law and in each case as amended from time to time;

**Long Stop Date** means 14 (Fourteen) days from Execution Date, or such extended date which the Parties may mutually agree to in writing;

**Material Adverse Effect** shall mean any change or effect that would be materially adverse to (i) the business, operations, assets, condition (financial or otherwise), operating results, operations or prospects of the Company; or (ii) the ability of the Company to consummate the transactions at Closing as contemplated herein, in each case, of (i) and (ii) arising from or relating to: (a) ordinary course of business; (b) national or international political or social conditions; (c) changes in any applicable Laws; and/or (d) the validity, legality or enforceability of the rights or remedies of the Subscriber under this Agreement;

**Price** means INR 20,99,99,790 (Indian Rupees Twenty Crores Ninety Nine Lakhs Ninety Nine Thousand Seven Hundred and Ninety) being the aggregate price payable by the Subscribers in proportion set out in **Part B** of **Schedule 3** for the subscription of all the Subscription Shares calculated on the basis on INR 735 (Indian Rupees Seven Hundred and Thirty Five) per Subscription Share;

**Proposed Transaction** means the transaction contemplated by this Agreement;



**ROC** shall mean the Registrar of Companies, Mumbai;

**Stock Exchange** shall mean National Stock Exchange of India Limited and BSE Limited;

**Subscription Shares** shall mean 285,714 equity shares of INR 10 (Ten) each of the Company free from any Encumbrances, and which are proposed to be allotted to the Subscribers in the proportion set out in **Part B** of **Schedule 3** and in accordance with the terms of this Agreement;

**Subscriber's Warranties** means the warranties given by the Subscriber pursuant to **Clause 6**;

**Working Hours** means 9.30am to 5.30pm in the Mumbai on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:
  - (a) References to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
  - (b) Headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
  - (c) References to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
  - (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
3. Schedules The Schedules comprise schedules to this Agreement and form part of this Agreement.

**SCHEDULE 3**

**PART A | THE SHAREHOLDING PATTERN OF THE COMPANY AS AT THE EXECUTION DATE  
AND THE CLOSING DATE (ASSUMING CLOSURE OF ENTIRE PRE-IPO PLACEMENT IN  
ACCORDANCE WITH THE DRHP)**

Sr. No.	Category	Pre-Issue		Post Issue	
		No. of shares held	% of shareholding	No. of shares held	% of shareholding
<b>For EQUITY SHARES – (ES)=A+B</b>					
<b>A</b>	<b>Promoters' Holding</b>				
1.	<b>Indian:</b>				
	Individuals	1,79,73,618	31.80	1,79,73,618	30.89
	Bodies Corporate	57,03,797	10.09	57,03,797	9.80
	<b>Sub Total</b>	<b>2,36,77,415</b>	<b>41.89</b>	<b>2,36,77,415</b>	<b>40.69</b>
2.	Foreign Promoters	0	0	0	0
	<b>Sub Total (A)</b>	<b>2,36,77,415</b>	<b>41.89</b>	<b>2,36,77,415</b>	<b>40.69</b>
<b>B</b>	<b>Non-Promoters' Holding</b>				
1.	Institutional Investors	0	0	16,73,469	2.88
2.	Non-Institutions:				
	Private Corporate Bodies	61,22,500	10.83	61,22,500	10.52
	Directors and Relatives	75,58,208	13.38	75,58,208	12.99
	Indian Public	0	0	0	0
	Individual	1,91,60,267	33.90	1,91,60,267	32.92
	Others (Including HUF & NBFC)	0	0	0	0
	<b>Sub-Total (B)</b>	<b>3,28,40,975</b>	<b>58.11</b>	<b>3,45,14,444</b>	<b>59.31</b>
	<b>TOTAL (A+B)</b>	<b>5,65,18,390</b>	<b>100.00</b>	<b>5,81,91,859</b>	<b>100.00</b>

**PART B | DETAILS OF SUBSCRIBERS**

S. no.	Name of Shareholder/Subscriber	No. of Subscription Share	% shareholding	Price for each Subscription Share and aggregate Price
1.	Neuberger Berman Emerging Markets Equity Fund	268,186	0.46%	735
2.	Neuberger Berman Europe Holdings LLC	7,735	0.01%	735
3.	Neuberger Berman Strategic India Equity Master Fund Holdings Ltd.	9,793	0.02%	735

**SCHEDULE 4**

**CP SATISFACTION CERTIFICATE**

Date: \_\_\_\_\_

*[On the letterhead of the issuing Party]*

To,

**[Name]**,  
[Address]

Dear Sir(s),

We write with reference to the Share Subscription Agreement dated \_\_\_\_\_ (“**Agreement**”) executed among the Company and the Subscribers.

Capitalised terms and expressions used in this letter but not defined shall have the same meaning as ascribed to such terms and expressions in the Agreement.

This certificate is being issued pursuant to Clause \_\_\_\_\_ of the Agreement.

We hereby certify that all the Conditions Precedent set out at Clause \_\_\_\_\_ (*Conditions Precedent*) of the Agreement have been [fulfilled by us / waived by the [*Subscriber*]] prior to the Closing Date. The following documents evidencing the fulfilment of the Conditions Precedent applicable to us have been enclosed along with this letter:

\_\_\_\_\_

Yours faithfully,

Signed and delivered for and on behalf of \_\_\_\_\_

By : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : Director

**SCHEDULE 5**

**CP CONFIRMATION CERTIFICATE**

Date: \_\_\_\_\_

[On the letterhead of the issuing Party]

To,  
[insert name and address of the relevant Party]

Dear \_\_\_\_\_

**Re: CP Confirmation Certificate**

We write with reference to the Share Subscription Agreement dated \_\_\_\_\_ (“**Agreement**”) executed among the Company and the Subscribers.

Capitalised terms and expressions used in this letter but not defined shall have the same meaning as ascribed to such terms and expressions in the Agreement.

We refer to the CP Satisfaction Certificate dated \_\_\_\_\_ issued by the \_\_\_\_\_ to us in accordance with Clause \_\_\_\_\_ of the Agreement. We hereby confirm fulfilment of the Conditions Precedent set out in **Clause 2** of the Agreement.

Yours faithfully,

Signed and delivered for and on behalf of [*insert name of issuing Party*]:

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation :

**SCHEDULE 6**  
**DEMAT ACCOUNT DETAILS OF SUBSCRIBERS**

<b>No.</b>	<b>Name of Subscriber</b>	<b>No of Subscription Shares subscribed</b>	<b>Price per Subscription Share (INR)</b>	<b>Subscription Consideration (INR)</b>	<b>Demat a/c – DP ID</b>	<b>Demat a/c – Client ID</b>
01.	Neuberger Berman Emerging Markets Equity Fund	268,186	735	197,116,710	IN300142	NSDL: 20773937
02.	Neuberger Berman Europe Holdings LLC	7,735	735	5,685,225	IN300142	NSDL: 10795464
03.	Neuberger Berman Strategic India Equity Master Fund Holdings Ltd.	9,793	735	7,197,855	IN300054	NSDL: 10126928
	<b>Total</b>	<b>285,714</b>	<b>735</b>	<b>209,999,790</b>		



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorised representatives as of the day and year hereinabove written:

Signed and delivered for an on behalf of

**Neuberger Berman Emerging Markets Equity Fund**



Name: Conrad Saldanha  
Designation: Authorised Signatory

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorised representatives as of the day and year hereinabove written:

Signed and delivered for an on behalf of

**Neuberger Berman Europe Holdings LLC**

A handwritten signature in blue ink, appearing to read 'C. Saldanha', is written above a horizontal line.

Name: Conrad Saldanha

Designation: Authorised Signatory

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorised representatives as of the day and year hereinabove written:

Signed and delivered for an on behalf of

**Neuberger Berman Strategic India Equity Master Fund Holdings Ltd**



---

Name: Conrad Saldanha  
Designation: Authorised Signatory

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorised representatives as of the day and year hereinabove written:

Signed and delivered for an on behalf of

**Jupiter Life Line Hospitals Limited**

*AAhalu*



\_\_\_\_\_  
Name: DR. ANKIT THAKKER  
Designation: Authorised Signatory