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**Seller / First Party Detail**

Name: Global Health Limited

H.No/Floor : Medanta

Sector/Ward : 38

LandMark : Medanta the medicity

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone: 90\*\*\*\*\*58



**Buyer / Second Party Detail**

Name : Na

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Na

District : Na

State : Na

Phone : 90\*\*\*\*\*58

Purpose : AGREEMENT TO BE SUBMITTED AT OTHER

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**THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT DATED OCTOBER 20, 2022 AMONGST GLOBAL HEALTH LIMITED, ANANT INVESTMENTS, SUNIL SACHDEVA, SUMAN SACHDEVA AND KFIN TECHNOLOGIES LIMITED**

**Certified True Copy**



Dated October 20, 2022

SHARE ESCROW AGREEMENT

AMONGST

GLOBAL HEALTH LIMITED

AND

ANANT INVESTMENTS

AND

SUNIL SACHDEVA

AND

SUMAN SACHDEVA

AND

KFIN TECHNOLOGIES LIMITED

Certified True Copy



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## SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this “**Agreement**”) is entered into on October 20, 2022 by and amongst:

**GLOBAL HEALTH LIMITED**, a public limited company incorporated under the Companies Act, 1956 and having its registered office at Medanta - Mediclinic, E-18, Defence Colony, New Delhi – 110 024, India (the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

**AND**

**ANANT INVESTMENTS**, a company incorporated under the Mauritius Companies Act, 2001, and existing under the laws of Mauritius with its registered office at C/o Apex Fund & Corporate Services (Mauritius) Ltd Lot 15 A3, 1st Floor Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the “**Investor Selling Shareholder**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

**AND**

**SUNIL SACHDEVA**, an Indian national residing at A-10/6, Vasant Vihar 1, South West Delhi, Delhi 110 057, India (hereinafter referred to as “**SS1**”, which expression shall, unless repugnant to the context or meaning thereof, include his successors and permitted assigns), jointly with **SUMAN SACHDEVA**, an Indian national residing at A-10/6, Vasant Vihar 1, South West Delhi, Delhi 110 057, India (hereinafter referred to as “**SS2**”, which expression shall, unless repugnant to the context or meaning thereof, include her successors and permitted assigns);

**AND**

**KFIN TECHNOLOGIES LIMITED**, a company incorporated under the Companies Act, 2013, as amended, and having its registered office at Selenium Tower B, Plot 31&32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500032, Telangana, India, (the “**Registrar**” or “**Share Escrow Agent**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

In this Agreement:

- (i) SS1 and SS2 are collectively referred to as the “**Individual Selling Shareholders**” and individually as a “**Individual Selling Shareholder**”;
- (ii) the Investor Selling Shareholder and the Individual Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and each, individually as a “**Selling Shareholder**”;
- (iii) with respect to Offered Shares jointly held by two shareholders of the Company, references to ‘Selling Shareholders’ shall include references to both the shareholders jointly holding such Offered Shares, and reference to ‘Individual Selling Shareholders’ shall be construed accordingly; and
- (iv) The Company, the Selling Shareholders and the Share Escrow Agent, are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

- A. The Company proposes to undertake an initial public offering of its equity shares of face value of ₹2 each (“**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 5,000

million (the “**Fresh Issue**”) and an offer for sale of up to 50,761,000 Equity Shares by the Selling Shareholders (the “**Offer for Sale**”) and together with the Fresh Issue, the “**Offer**”) in accordance with the Companies Act (as defined herein below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein below) at such price as may be determined by the Company and the Investor Selling Shareholder, in consultation with the BRLMs, in accordance with the book building process under the SEBI ICDR Regulations (the “**Offer Price**”). The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer includes: an offer (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions as defined in and made in compliance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”); (ii) within the United States to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”) in transactions exempt from the registration requirements under the U.S. Securities Act; and (iii) outside the United States and India in compliance with Regulation S under the U.S. Securities Act and the Applicable Laws of the jurisdictions where the Offer and sales occur.

- B. The board of directors of the Company (the “**Board**”) has, pursuant to a resolution dated September 17, 2021, approved the Offer and the shareholders of the Company have approved the Fresh Issue by way of a special resolution adopted pursuant to Section 62 (1)(c) of the Companies Act, 2013 at the annual general meeting of the shareholders of the Company held on September 21, 2021. The Board and the shareholders of the Company have approved and noted the modification in the Offer for Sale portion in the Offer in their resolutions dated October 12, 2022 and October 13, 2022, respectively, pursuant to the consent letters from the Investor Selling Shareholder and the Individual Selling Shareholders dated October 11, 2022, respectively.
- C. Each Selling Shareholder has consented to the inclusion of its Offered Shares in the Offer as specified in **Schedule A**.
- D. The Company and the Selling Shareholders have appointed Kotak Mahindra Capital Company Limited, Credit Suisse Securities (India) Private Limited, Jefferies India Private Limited and JM Financial Limited as book running lead managers to the Offer (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) to manage the Offer as the BRLMs on an exclusive basis. The BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer in terms of the engagement letter (the “**Engagement Letter**”), subject to the terms and conditions set out in the Engagement Letter and subject to the offer agreement dated September 29, 2021, as amended by the agreement dated October 14, 2022, entered into amongst the Company, the Selling Shareholders and the BRLMs, pursuant to which certain arrangements have been agreed in relation to the Offer (the “**Offer Agreement**”).
- E. The Company has filed the draft red herring prospectus dated September 29, 2021 with the Securities and Exchange Board of India (the “**SEBI**”) on September 30, 2021 and an addendum dated June 4, 2022 to the draft red herring prospectus dated September 29, 2021 (collectively, the “**Draft Red Herring Prospectus**”) and subsequently with BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”, and together with BSE, the “**Stock Exchanges**”), for review and comments, in accordance with the SEBI ICDR Regulations, in connection with the Offer. After incorporating the comments and observations of the SEBI, the Company proposes to file the Red Herring Prospectus (as defined hereinafter) with the Registrar of Companies, Delhi and Haryana at Delhi (the “**RoC**”) and will file the Prospectus (as defined hereinafter) in relation to the Offer with the RoC in accordance with the Companies Act and subsequently with SEBI and the Stock Exchanges in accordance with the SEBI ICDR Regulations.
- F. The Company has received in-principle approvals from the BSE and the NSE for the listing of the Equity Shares pursuant to their letters dated October 21, 2021 and October 22, 2021, respectively.

- G. Pursuant to the registrar agreement dated September 29, 2021, as amended by the agreement dated October 14, 2022, the Company and the Selling Shareholders have appointed KFin Technologies Limited as the Registrar to the Offer ("**Registrar Agreement**").
- H. Each of the Selling Shareholders have agreed to deposit on the Deposit Date (*as defined hereinafter*) their portion of the Offered Shares into an Escrow Demat Account (*as defined hereinafter*) opened by the Share Escrow Agent with the Depository Participant (as defined hereinafter), in accordance with the terms of this Agreement. Details of the Offered Shares proposed to be deposited by the Selling Shareholders are specified in **Schedule A**. The Offered Shares are proposed to be credited to the demat accounts of the successful Bidders (i) in terms of the Basis of Allotment finalised by the Company and the Investor Selling Shareholder in consultation with the BRLMs and approved by the Designated Stock Exchange (*as defined hereinafter*), in accordance with Applicable Law, and (ii) with respect to Anchor Investors, made on a discretionary basis by the Company and the Investor Selling Shareholder, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations, any other applicable rules and regulations issued by SEBI, and any other Applicable Law.
- I. Subject to the terms of this Agreement, the Selling Shareholders have, severally but not jointly, agreed to authorize KFin Technologies Limited to act as the Share Escrow Agent and deposit the Offered Shares into the Escrow Demat Account which will be opened by KFin Technologies Limited with the Depository Participant.
- J. Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and Transfer (*as defined hereinafter*) the Sold Shares pursuant to the Offer to the Allottees and to credit any remaining unsold Offered Shares back to the Selling Shareholder Demat Account.

**NOW, THEREFORE**, in consideration of the premises and mutual promises, agreements and covenants contained in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, each of the Parties hereby agrees as follows:

## 1. DEFINITIONS

All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Offer Documents (*as defined hereinafter*), as the context requires. In the event of any inconsistencies or discrepancies between the definitions contained in this Agreement and in such Offer Documents, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

"**Affiliate**" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, the Promoter, the members of the Promoter Group and IFAN Global India Private Limited ("**IFAN**"), Sharak Healthcare Private Limited ("**Sharak**") and Vidyanta Skills Institute Private Limited ("**Vidyanta**", and together with IFAN and Sharak, the group companies of the Company which are collectively referred to as "**Identified Group Companies**") shall be deemed to be Affiliates of the Company. The terms "**Promoter**", "**Promoter Group**" and "**Group Companies**" shall have the meanings given to the respective terms in the Offer Documents. It is further clarified that none of the Selling Shareholders or their respective Affiliates will be regarded as Affiliates of the Company and *vice versa*. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or

Rule 501(b) under the U.S. Securities Act. For avoidance of doubt, it is hereby clarified that (i) the portfolio companies, the limited partners and the non-controlling shareholders of the Investor Selling Shareholder; and (ii) the portfolio companies, the limited partners and the non-controlling shareholders of the Affiliates of the Investor Selling Shareholder, shall not be considered "Affiliates" of the Investor Selling Shareholder for the purpose of this Agreement. Notwithstanding the above, Affiliate in relation to the Investor Selling Shareholder 'Affiliate' shall mean: (i) in relation to the Investor Selling Shareholder, a CAP Controlled Entity and Carlyle Asia Partners III; (ii) 'CAP Controlled Entity' shall refer to any Person incorporated for investment purposes and Controlled by Carlyle Asia Partners III, but shall exclude any portfolio company or entity; (iii) 'Carlyle Asia Partners III' means Carlyle Asia Partners III, L.P. or any other investment fund advised, Controlled or managed by its general partner, CAP III, L.L.C. Notwithstanding the above, for the purposes of this Agreement, no other Party to this Agreement shall be considered as an Affiliate of the Individual Selling Shareholder; and neither of the Individual Selling Shareholders and their respective Affiliates shall be considered as Affiliates of any of the other Parties. Notwithstanding the above, for the purposes of this Agreement, no other Party to this Agreement shall be considered as an Affiliate of the Investor Selling Shareholder; and neither of the Investor Selling Shareholders and their respective Affiliates shall be considered as Affiliates of any of the other Parties;

**"Agreement"** shall mean this agreement entered into between the Parties as of the date hereof, and shall include reference to any amendments thereto;

**"Allot"** or **"Allotment"** or **"Allotted"** means, unless the context otherwise requires, allotment of the Equity Shares pursuant to the Fresh Issue and transfer of the Equity Shares offered by the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders;

**"Allotment Advice"** shall mean a note or advice or intimation of Allotment sent to the successful Bidder who has been or is to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange;

**"Allottee"** shall mean a successful Bidder to whom the Equity Shares are Allotted;

**"Anchor Investor"** shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹100 million;

**"Applicable Law"** shall mean any applicable law, statute, by-law, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), uniform listing agreements of the Stock Exchanges, guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the Listing Regulations, the FEMA and the respective rules and regulations thereunder, and any guidelines, directions, rules, notifications, communications, orders, circulars, notices and regulations issued by any Governmental Authority (and agreements among Governmental Authorities having force of law, rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer);

**"Arbitration Act"** shall have the meaning given to such term in Clause 10.5 of this Agreement;

**"Basis of Allotment"** shall mean the basis on which the Equity Shares will be Allotted to successful Bidders under the Offer;

**"Bid cum Application Form"** shall mean Anchor Investor Application Form or the ASBA Form, as the context requires;

**"Bidder"** shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor;

“**Board**” has the meaning attributed to such term in the Recital B of this Agreement;

“**BRLMs**” or “**Book Running Lead Managers**” shall have the meaning given to such term in Recital D of this Agreement;

“**BSE**” shall have the meaning given to such term in Recital E of this Agreement;

“**Cash Escrow and Sponsor Bank Agreement**” means the agreement to be entered amongst the Company, the Selling Shareholders, the BRLMs, Syndicate Members, the Bankers to the Offer and Registrar to the Offer for, *inter alia*, the appointment of the Sponsor Banks in accordance with the UPI Circular, for the collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, remitting refunds of the amounts collected from Bidders, on the terms and conditions thereof;

“**Closing Date**” shall mean the date on which the Equity Shares are Allotted in the Offer in accordance with the Basis of Allotment approved by the Designated Stock Exchange, in accordance with Applicable Law;

“**Companies Act**” or “**Companies Act, 2013**” means Companies Act, 2013, as amended, along with the relevant rules and clarifications issued thereunder;

“**Companies Act, 1956**” shall mean the erstwhile Companies Act, 1956 along with the relevant rules made thereunder;

“**Company**” shall have the meaning given to such term in the Preamble;

“**Confidential Information**” shall have the meaning given to such term in Clause 10.11(i) of this Agreement;

“**Control**” shall, have the meaning attributed to such term under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, and the terms “**Controlling**” and “**Controlled**” shall be construed accordingly;

“**Corporate Action Requisition**” shall mean the instructions duly signed by the Company, in the format as provided by the Share Escrow Agent (procured from the Depository), along with supporting documentation listed in **Schedule B**, as applicable at the time of the respective transfers, authorizing the Depository(ies) to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat account(s) of the Allottees in relation to the Offer;

“**Deposit Date**” shall mean the date on which each Selling Shareholder is required to deposit its Offered Shares in the Escrow Demat Account, i.e. a date at least two (2) Working Days prior to the filing of the RHP with the RoC, or such other date as may be mutually agreed amongst the Company, the Selling Shareholders and the BRLMs;

“**Depositories**” shall mean the National Securities Depository Limited and the Central Depository Services (India) Limited;

“**Depository Participant**” shall mean the depository participant within the meaning of the Depositories Act, 1996, as amended, who have agreements with the Depositories under Section 4(1) of the Depositories Act, 1996, and with whom the Registrar shall enter into agreements under Section 5 of the Depositories Act, 1996 for and on behalf of the Selling Shareholders;

“**Designated Stock Exchange**” shall mean NSE for the purpose of the Offer;

“**Dispute**” shall have the meaning given to such term in Clause 10.5 of this Agreement;

“**Disputing Parties**” shall have the meaning given to such term in Clause 10.5 of this Agreement;



“**Draft Red Herring Prospectus**” shall have the meaning given to such term in Recital E of this Agreement;

“**Drop Dead Date**” shall mean the date which is six (6) Working Days after the Bid/Offer Closing Date or such other extended date as may be agreed in writing among the Company and the Book Running Lead Managers;

“**Engagement Letter**” shall have the meaning given to such term in Recital D of this Agreement;

“**Encumbrance**” shall have the meaning given to such term in Clause 3.1.4 of the Offer Agreement;

“**Equity Shares**” shall have the meaning given to such term in Recital A of this Agreement;

“**Escrow Demat Account**” shall mean the common dematerialized account opened by the Share Escrow Agent with the Depository(ies) in accordance with this Agreement to keep the Offered Shares in escrow, the details of which have been provided in **Schedule A1**;

“**Event of Failure**” shall have the meaning given to such term in Clause 5.3;

“**Fresh Issue**” shall have the meaning given to such term in Recital A of this Agreement;

“**Governmental Authority**” shall include the SEBI, the Stock Exchanges, the Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

“**Indemnified Party**” shall have the meaning given to such term in Clause 7.1;

“**Individual Selling Shareholders**” shall have the meaning given to such term in the Preamble;

“**Investor Selling Shareholder**” shall have the meaning given to such term in the Preamble;

“**NSE**” shall have the meaning given to such term in Recital E of this Agreement;

“**Offered Shares**” in relation to the Offer means Equity Shares offered by the Selling Shareholders as listed in **Schedule A**;

“**Offer**” shall have the meaning given to such term in Recital A of this Agreement;

“**Offer Agreement**” shall have the meaning given to such term in Recital D of this Agreement;

“**Offer Documents**” shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

“**Offer for Sale**” shall have the meaning given to such term in Recital A of this Agreement;

“**Offer Price**” shall have the meaning given to such term in Recital A of this Agreement;

“**Offering Memorandum**” shall mean the offering memorandum consisting of the Prospectus and the international wrap;

“**Parties**” or “**Party**” shall have the meaning given to such terms in the Preamble;

“**Preliminary Offering Memorandum**” shall mean the preliminary offering memorandum consisting of the Red Herring Prospectus and the preliminary international wrap;

“**Pricing Date**” shall mean the date on which the Offer Price will be determined in terms of the Offer Documents;

“**Prospectus**” shall mean the prospectus to be filed with the RoC on or after the Pricing Date in accordance with the provisions of Section 26 of the Companies Act, 2013, SEBI ICDR Regulations containing, *inter alia*, the Offer Price, the size of the Offer and certain other information, including any addenda or corrigenda thereto;

“**Red Herring Prospectus**” shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act, 2013, SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda and corrigenda thereto;

“**Registrar Agreement**” shall have the meaning given to such term in Recital G of this Agreement;

“**Regulation S**” shall have the meaning given to such term in Recital A of this Agreement;

“**RoC**” shall have the meaning given to such term in Recital E of this Agreement;

“**RoC Filing**” shall mean the filing of the Prospectus with the RoC in accordance with Section 32(4) of the Companies Act, 2013;

“**Rule 144A**” shall have the meaning given to such term in Recital A of this Agreement;

“**SEBI**” shall have the meaning given to such term in Recital E of this Agreement;

“**SEBI ICDR Regulations**” shall have the meaning given to such term in Recital A of this Agreement;

“**Selling-Shareholders**” shall have the meaning given to such terms in the Preamble;

“**Selling Shareholder Demat Accounts**” shall mean the demat accounts of each of the Selling Shareholder, the details of which are provided in **Schedule A2**;

“**Share Escrow Agent**” shall have the meaning given to such term in the Preamble;

“**Share Escrow Failure Notice**” shall have the meaning given to such term in Clause 5.3 of this Agreement;

“**Sold Shares**” shall mean the Offered Shares that are Allotted in the Offer in accordance with the finalised Basis of Allotment;

“**SS1**” shall have the meaning given to such terms in the Preamble;

“**SS2**” shall have the meaning given to such terms in the Preamble;

“**Stock Exchanges**” shall have the meaning given to such term in Recital E of this Agreement;

“**Transfer**” shall mean any “transfer” of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholders therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value; and (iii) any Encumbrance, in each case relating to the Offered Shares in or extending or attaching to the Offer or any interest therein;

“**Unified Payments Interface**” or “**UPI**” means the unified payments interface which is an instant payment mechanism, developed by NPCI;

“**Unsold Shares**” shall mean any unsold Offered Shares, if any, remaining to the credit of the Escrow Demat Account after release of the Sold Shares to the demat account(s) of the Allottees or on the occurrence of an Event of Failure of the Offer;

“**UPI Circulars**” means the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 read with other circulars issued by SEBI from time to time, including circulars bearing no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019; SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019; SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019; SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019; SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020; SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021; SEBI circular number SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI in this regard;

“**U.S. Securities Act**” shall have the meaning given to such term in Recital A of this Agreement; and

“**Working Day**” shall mean all days on which commercial banks in Mumbai are open for business. In respect of announcement of Price Band and Bid/Offer Period, Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. In respect of the time period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, Working Day shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays in India, as per circulars issued by SEBI, including the UPI Circulars.

### 1.1 Interpretation

In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and *vice versa*;
- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iii) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (iv) references to any Party shall also include such Party’s successors in interest and permitted assigns or heirs, executors, administrators and successors, as the case may be, under any agreement, instrument, contract or other document;
- (v) references to a “person” shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (vi) references to statutes or regulations or statutory or regulatory provisions include such statutes or statutory provisions and any orders, rules, regulations, guidelines, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;

- (vii) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (viii) references to a preamble, section, clause, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to a Preamble, Section, Clause, Paragraph, Schedule or Annexure of this Agreement;
- (ix) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (x) any written approval or consent of any of the Party includes such Party's consent or approval *via* electronic mail; and
- (xi) any reference to "knowledge" or "best knowledge" of any person shall mean the actual knowledge of such person and such knowledge as such person would reasonably be expected to have after due and careful inquiry.

The Parties acknowledge and agree that the annexures and schedules attached hereto, form an integral part of this Agreement.

## **2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT**

- 2.1 The Company and the Investor Selling Shareholder, severally and not jointly, hereby appoint KFin Technologies Limited to act as the share escrow agent under this Agreement, to open and operate the Escrow Demat Account and KFin Technologies Limited hereby accepts such appointment on the terms and conditions set forth herein. The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company and the Selling Shareholders immediately upon the execution of this Agreement, and shall open the Escrow Demat Account by the name of "GLOBAL HEALTH LIMITED SHARE ESCROW ACCOUNT" with the Depository Participant within one Working Day from the date of this Agreement but in any event prior to the Deposit Date. Immediately upon the opening of the Escrow Demat Account, the Share Escrow Agent shall inform the Company and the Selling Shareholders (with a copy to the BRLMs) and no later than the same day as the opening of the Escrow Demat Account, by a notice in writing, confirming the opening of the Escrow Demat Account and the details thereof, in a form as set out in **Schedule C**. The Share Escrow Agent shall ensure that the Escrow Demat Account is opened in time for the Selling Shareholders to comply with Clause 2.2 below. The Escrow Demat Account shall at all times be operated strictly in the manner set out in this Agreement.
- 2.2 Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Share Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns / statements, within such time and manner as prescribed under the GST under the Applicable Laws, and will take all steps to ensure that the Company or the Selling Shareholders, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent.
- 2.3 The Company and each of the Selling Shareholders, hereby confirm and agree to do, severally and not jointly, all acts and deeds as may be necessary for the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.
- 2.4 Subject to 2.2 above, all costs, fees and expenses with respect to maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be borne by the Company and the Selling Shareholders, in accordance with the Offer Agreement or as may be specified by SEBI.

### 3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1 Upon receipt of confirmation of the opening of the Escrow Demat Account in accordance with Clause 2 hereof and on or prior to the Deposit Date, each Selling Shareholder severally and not jointly agrees to debit their respective portion of the Offered Shares from their respective Selling Shareholder Demat Account and credit such Offered Shares to the Escrow Demat Account. The Parties agree and acknowledge that the Red Herring Prospectus with the RoC shall not be filed unless the Offered Shares are debited from the respective Selling Shareholder Demat Accounts and successfully credited into the Escrow Demat Account. The Company shall communicate the indicative date of filing of the RHP with the RoC to the Selling Shareholders (with a copy to the BRLMs) and, at least 2 (two) Working Days prior to the filing of the Red Herring Prospectus with the RoC or as mutually agreed upon by the Company and the Selling Shareholders with the BRLMs. It is hereby clarified that the above-mentioned debit of the Offered Shares from the respective Selling Shareholder Demat Accounts and the credit of the Offered Shares to the Escrow Demat Account shall not be construed or deemed as a transfer of title or any legal or beneficial ownership or interest by any of the Selling Shareholders in favor of the Share Escrow Agent or any other Person. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for, the respective Selling Shareholders in accordance with the terms of this Agreement, and the Parties shall not instruct the Depositories to recognize any transfer of Offered Shares which is not in accordance with the terms of this Agreement and Applicable Law.
- 3.2 Each of the Selling Shareholders, severally and not jointly, undertake to retain their respective portion of the Offered Shares in the Escrow Demat Account until the completion of events set forth in Clause 5 hereof. Notwithstanding any provisions of this Agreement or any new share escrow agreement executed pursuant to Clause 8.3 herein, the Parties agree and acknowledge that with respect to the Equity Shares to be offered by the Selling Shareholders, (i) if the Red Herring Prospectus is not filed with the RoC within ten (10) Working Days of credit of such Equity Shares to be offered by the Selling Shareholders, or; (ii) such other date as may be mutually agreed between the Company, the Selling Shareholders and the BRLMs pursuant to this Clause 3; or (iii) happening of an Event of Failure, whichever is earlier, as applicable, the Share Escrow Agent or any new share escrow agent appointed pursuant to Clause 8.3 shall, upon receipt of instructions in writing from the Company as per the timeline specified in Clause 5.3 of this Agreement, in a form as set out in **Schedule I**, debit the respective Offered Shares from the Escrow Demat Account or any new escrow demat account opened pursuant to Clause 8.3, and credit the Offered Shares of each Selling Shareholder back to their respective Selling Shareholder Demat Accounts, from which such Offered Shares were originally credited to the Escrow Demat Account by each of the Selling Shareholders pursuant to Clause 3.1, immediately and in any case within (1) Working Day, upon receipt of such instructions from the Company, in terms of this Agreement.
- 3.3 Once the Offered Shares are credited back to the respective Selling Shareholder Demat Accounts, if the Company and the Selling Shareholders, jointly and not severally, desire to file the Red Herring Prospectus with the RoC and a new Deposit Date is determined, the Selling Shareholders shall debit their respective portion of the Offered Shares from their respective Selling Shareholder Demat Accounts and credit such Offered Shares to the Escrow Demat Account again in accordance with this Agreement, or as mutually agreed between the Company and the Selling Shareholders in consultation with the BRLMs.
- 3.4 The Share Escrow Agent shall provide a written confirmation on the credit of the Offered Shares to the Escrow Demat Account to the Company, each of the Selling Shareholders and the BRLMs, in a form as set out in **Schedule D** on the same Working Day on which the Offered Shares have been credited to Escrow Demat Account.
- 3.5 Subject to and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall release the Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1 above, the Share Escrow Agent shall release and credit back to the respective Selling Shareholder Demat Accounts, the Unsold Shares remaining to the credit of the Escrow Demat Account within one (1)

Working Day after release of their respective proportion of the Sold Shares to the demat accounts of the Allottees, if any, or in the event of occurrence of an Event of Failure of the Offer, in the manner provided in this Agreement.

#### 4. OWNERSHIP OF THE OFFERED SHARES

- 4.1 The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Agreement, any dividend declared or paid on the Offered Shares shall be credited to the respective Selling Shareholders, to the extent of their respective portion of the Offered Shares and, if paid, shall be released by the Company into a bank account, as may be notified in writing by the respective Selling Shareholders. In addition, in relation to the Offered Shares, each of the Selling Shareholders shall continue to exercise all their respective rights, including voting rights attached to its Offered Shares, and enjoy any related benefits, until such Offered Shares are credited to the demat accounts of the Allottees on the Closing Date. Notwithstanding the above, and without any liability on the Selling Shareholders, the Allottees of the Sold Shares shall be entitled to dividends and other corporate benefits attached to such Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law. Notwithstanding anything stated in this Agreement, and without any liability on the Selling Shareholders, such Sold Shares shall rank *pari passu* to the Equity Shares.
- 4.2 The Share Escrow Agent hereby agrees and confirms that the Share Escrow Agent shall have no rights in respect of the Offered Shares other than as provided for in this Agreement. The Share Escrow Agent hereby agrees and undertakes that the Share Escrow Agent shall not at any time, claim or be entitled to or exercise any voting rights or control over the Offered Shares and it shall not at any time, whether during a claim for breach of this Agreement or not, claim or be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, each of the Selling Shareholders, severally and not jointly, shall be entitled to give any instructions in respect of any corporate actions in relation to their respective Offered Shares, such as voting in any shareholders' meeting until the Closing Date; provided however, that no corporate action, other than in accordance with this Agreement including any corporate action initiated or provided by the Company will be given effect to, if it results in or has the effect of creating an Encumbrance in favor of any Person or transferring such Offered Shares to any Person, except pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and this Agreement.
- 4.3 The Parties hereby agree that notwithstanding anything stated in this Agreement and/or in any other agreement, each Selling Shareholder is, and shall continue to be, the beneficial and legal owner of their respective portion of the Offered Shares until such Offered Shares are credited to the demat accounts of the Allottees on the Closing Date as Sold Shares. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the respective Selling Shareholders pursuant to Clause 5 and Clause 9 of this Agreement, each such Selling Shareholder shall continue to be the legal and beneficial owner of its respective portion of the Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by such Selling Shareholder.
- 4.4 The rights and obligations of each of the Parties under this Share Escrow Agreement and the representations, warranties, undertakings and covenants provided by each of the Parties are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

#### 5. OPERATION OF THE ESCROW DEMAT ACCOUNT

- 5.1 On the Closing Date:
- (i) The Company shall provide a certified copy of the resolution of the Board of Directors, approving the Allotment, to the Share Escrow Agent, each of the Selling Shareholders and the BRLMs.



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(ii) The Company shall (with a copy to the BRLMs) (a) issue the Corporate Action Requisition (with a copy of the resolution of the Board of Directors, approving the Allotment) to the Depositories and the Share Escrow Agent, to debit the Sold Shares from the Escrow Demat Account and credit the Sold Shares to the demat accounts of the Allottees pursuant to the Offer and (b) intimate each of the Selling Shareholders and the Share Escrow Agent in the format provided in **Schedule E** along with a copy of the Corporate Action Requisition.

5.2 Upon receipt of the intimation of the issue of the Corporate Action Requisition from the Company in accordance with Clause 5.1(ii) hereof, the Share Escrow Agent shall ensure the debit of the Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees of such Sold Shares in relation to the Offer, in terms of the Corporate Action Requisition within the time period as specified in the Red Herring Prospectus and the Prospectus and as prescribed under Applicable Law. The Unsold Shares will be released and credited back to the respective Selling Shareholder Demat Accounts, as the case may be (subject to rounding off) within one (1) Working Day of the completion of transfer of Sold Shares to the demat accounts of the Allottees in accordance with Applicable Law. The Share Escrow Agent shall intimate each of the Company, the Selling Shareholders and the BRLMs of the completion of the actions stated herein, in the format set forth herein as Schedule E-1. It is hereby clarified that for the purpose of this Clause 5.2, the debit of the respective Offered Shares of each Selling Shareholder shall, subject to rounding off, be in the same proportion (between the Selling Shareholders) as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder pursuant to Clause 3.1. It is further clarified that with the credit of the Sold Shares to accounts of the Allottees, and the listing of the Equity Shares on the Stock Exchanges, subject to deduction of Offer expenses and other applicable taxes, the monies received for the Sold Shares will be transferred from Public Offer Account to the respective Selling Shareholders as per the terms of the Cash Escrow and Sponsor Bank Agreement to be executed in relation to the Offer. The Parties agree that in the event of under-subscription in the Offer, allocation of Bids towards the Fresh Issue and the Offered Shares shall be in accordance with the Offer Documents.

5.3 In the event of an occurrence of failure of any of the following events (an “**Event of Failure**”), the Company shall immediately and not later than one (1) Working Day from the date of occurrence of such event, intimate the occurrence of the Event of Failure in writing to the Share Escrow Agent, each of the Selling Shareholders and to each of the BRLMs, in a form as set out in **Schedule F** (“**Share Escrow Failure Notice**”):

- (i) any event due to which the process of Bidding or the acceptance of Bids cannot start on the dates mentioned in the Offer Documents (including any revisions thereof agreed between the Parties for any reason) or the Bid/Offer Opening Date not taking place for any reason;
- (ii) the RoC Filing does not occur on or prior to the Drop Dead Date for any reason;
- (iii) non receipt of regulatory approvals in a timely manner in accordance with Applicable Law or at all, including, the final listing and trading approval from Stock Exchanges;
- (iv) the Offer becomes illegal or non-compliant with Applicable Law, or is enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable pursuant to any Applicable Law or pursuant to any order or direction passed by any Governmental Authority having requisite authority and jurisdiction over the Offer;
- (v) in accordance with Regulation 49(1) of the SEBI ICDR Regulations, if the minimum number of Allottees to whom Equity Shares are Allotted is less than 1,000;
- (vi) the declaration of the intention of the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, to withdraw and/or cancel and/or abandon the Offer at any time after the Bid/Offer Opening Date until the date of Allotment or if the Offer is withdrawn prior to



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execution of the Underwriting Agreement in accordance with the Red Herring Prospectus;

- (vii) the minimum subscription of 90% of the Fresh Issue is not obtained in terms of the SEBI ICDR Regulations as of the Bid/Offer Closing Date;
- (viii) the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the SCRR not having been Allotted in the Offer;
- (ix) the Underwriting Agreement not having been executed on or prior to the Drop Dead Date, unless such date is extended in terms of the Offer Documents or the Offer Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, non-compliant with Applicable Law or, if their performance has been-prevented by SEBI, any court or other judicial, statutory-or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account, in accordance with the terms of the Agreement; or
- (x) such other event as may be mutually agreed upon in writing by the Company, the Selling Shareholders, and the BRLMs.

Provided, further, that upon the occurrence of an Event of Failure, if the Company fails to issue the notice pursuant to this Clause 5.3 within a period of 1 (one) Working Day from the date of occurrence of such Event of Failure, each of the Selling Shareholders shall be entitled to issue the Share Escrow Failure Notice substantially in the form set out in **Schedule F** (with a copy to the BRLMs). The Share Escrow Failure Notice shall also indicate the credit of the Offered Shares back to the respective Selling Shareholders' Demat Accounts and also indicate if the Event of Failure has occurred before or after the transfer of the Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.

- 5.4 Upon receipt of the Share Escrow Failure Notice indicating that the Event of Failure has occurred, prior to the Transfer of the Sold Shares to the demat accounts of the Allottees in terms of Clause 5.2 hereof: (i) the Share Escrow Agent shall not Transfer any Offered Shares to any Allottee or any Person other than the respective Selling Shareholder, and (ii) the Share Escrow Agent shall credit such number of the Offered Shares as were deposited by each Selling Shareholder (such credit shall be in the same proportion as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder) standing to the credit of the Escrow Demat Account to the respective Selling Shareholder Demat Accounts within one (1) Working Day of receipt by the Share Escrow Agent of the Share Escrow Failure Notice pursuant to Clause 5.3 of this Agreement, provided however that, in case of any application money lying in the Escrow Account (in terms of the Cash Escrow and Sponsor Bank Agreement) or in case Bid Amounts have been transferred to the Public Offer Account, the Share Escrow Agent shall debit the Escrow Demat Account and credit back the respective Selling Shareholder's Demat Accounts with the Sold Shares simultaneously upon receiving intimation of refund of such moneys by the Company subject to Applicable Laws and procedures, along with the bank statements showing no balance in the Escrow Account and Public Offer Account.
- 5.5 Upon receipt of the Share Escrow Failure Notice, after the transfer of the Sold Shares to the Allottees, but prior to receipt of final listing and trading approvals from the Stock Exchanges, the Share Escrow Agent, in consultation with the BRLMs, the Selling Shareholders, SEBI, the Stock Exchanges and/or the Depositories, as the case may be, shall take such appropriate steps for the credit of the transferred Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account within 1 (one) Working Day from the date of receipt of the Share Escrow Failure Notice, upon instructions in writing, in a form as set out in **Schedule I**, in accordance with the order/direction/guidance of SEBI/Stock Exchanges/Depositories and subject to Applicable Law.
- 5.6 Immediately upon the credit of any Sold Shares into the Escrow Demat Account in accordance with Clause 5.5 above, the Company shall instruct the Share Escrow Agent to, and the Share Escrow Agent shall immediately transfer all such Sold Shares from the Escrow Demat Account to the respective Selling



Shareholder Demat Accounts no later than one (1) Working Day. For purposes of this Clause 5.6, it is clarified that the total number of Sold Shares credited to the Selling Shareholder Demat Account shall not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder.

## 6. REPRESENTATIONS AND OBLIGATIONS OF THE SHARE ESCROW AGENT

- 6.1 The Share Escrow Agent represents, warrants, as on the date hereof, and up to the term of this Agreement, and undertakes and covenants to the Company, each of the Selling Shareholders and the BRLMs that:
- (i) it has been duly incorporated and is validly existing and is in good standing as a company under Applicable Law and that no steps have been taken for its winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;
  - (ii) as on the date of this Agreement, it is solvent and no adverse order or injunction or decree, restraining it to carry activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal for its bankruptcy/insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets, which prevents it from carrying on its obligations under this Agreement; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up, which prevents it from carrying on its obligations under this Agreement. As used herein, the term "Solvent" means, with respect to an entity, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature or (iv) the entity does not have unreasonably small capital;
  - (iii) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
  - (iv) it shall (i) hold the respective portion of the Offered Shares of the Selling Shareholders credited to the Escrow Demat Account, in escrow for and on behalf of, in trust for, the respective Selling Shareholders in accordance with the provisions of this Agreement; and (ii) instruct the Depositories not to, recognize any transfer which is not in accordance with the provisions of this Agreement;
  - (v) this Agreement has been duly validly executed by it, and this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
  - (vi) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (a) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority, (b) its charter documents, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;
  - (vii) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein;
  - (viii) it shall be solely responsible for the opening and operation of the Escrow Demat Account in accordance with this Agreement, and further agrees to retain the Final Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 of this Agreement.

The Share Escrow Agent shall not act on any instructions to the contrary to those set out in this Agreement, in relation to the Escrow Demat Account, by any person including the Company or the Selling Shareholder or the BRLMs; and

- (ix) the Escrow Demat Account and the Offered Shares shall be held by the Share Escrow Agent in trust for, the Selling Shareholders in accordance with the provisions of this Agreement, and be kept separate and segregated from its general assets and represented so in its records and the Share Escrow Agent shall instruct the Depositories not to recognize any Transfer which is not in accordance with the terms of this Agreement.

6.2 The Escrow Agent undertakes to the Company and the Selling Shareholders that it shall act with due diligence, care and skill while discharging its obligations under this Agreement. The Share Escrow Agent hereby agrees that it shall be solely responsible for the operation of the Escrow Demat Account and shall retain the Offered Shares in the Escrow Demat Account until completion of the events mentioned in Clause 5 of this Agreement, as applicable, and further agrees and undertakes to implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with and compliance with Applicable Law, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions from the Company any and all such instructions as are duly provided by the relevant authorized signatories of the Company in writing (upon prior written consent from the BRLMs) shall be implemented by the Share Escrow Agent, in accordance with Applicable Law. It shall exercise due diligence in implementation of such written instructions. The Share Escrow Agent shall not act on any instructions to the contrary, of any person including the Company or any of the Selling Shareholders.

6.3 The Share Escrow Agent shall provide to the Company and the Selling Shareholders, from time to time, statements of accounts, on a weekly basis or as and when requested by any of the Selling Shareholders or the Company, in writing, until closure of the Escrow Demat Account in terms of this Agreement.

6.4 The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any other purpose other than as provided in this Agreement and as required under SEBI ICDR Regulations. The Share Escrow Agent hereby agrees and undertakes not to comply with any instructions which are not provided in accordance with the terms of this Agreement, including, without limitation, any instructions from the Company or any of the Selling Shareholders which are not provided in accordance with the terms of this Agreement, after due verification. The Share Escrow Agent agrees and undertakes to comply with Applicable Law and act with due diligence, care and skill while discharging its obligations under this Agreement. The Share Escrow Agent shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with Applicable Law, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions from the Company and the Selling Shareholder and any and all such instructions as are duly provided by the relevant authorized signatories of the Company in writing (upon prior written consent from the Selling Shareholder and the BRLMs), shall be implemented by the Share Escrow Agent, in accordance with Applicable Law. The Share Escrow Agent acknowledges that the Company and Selling Shareholder may be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations under the Share Escrow Agreement.

6.5 The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in whole or any part thereof, in the Red Herring Prospectus, the Prospectus and any other material prepared in connection with the Offer which are intended to be filed with the SEBI, RoC and the Stock Exchanges.

## 7. INDEMNITY

7.1 The Share Escrow Agent shall indemnify and keep indemnified and hold harmless the Company, each of

the Selling Shareholders and each of their respective Affiliates and their employees, directors, officers, managers, advisors, agents, associates, representatives, or other persons acting on its behalf and permitted assigns and any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified Person (each such Person, an "Indemnified Party"), fully indemnified, at all times, from and against any and all claims, actions, liabilities, causes of action (probable or otherwise), delay, damages, penalties, expenses, suits, demands, proceedings, writs, rewards, judgements, claims for fees, costs, charges (including, without limitation, interest, fines, penalties, attorney fees, accounting fees, losses of whatsoever nature including reputational, made, suffered, or incurred arising from difference or fluctuation in exchange rates of currencies and investigation costs), loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default committed by the Share Escrow Agent, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or from any breach or alleged breach of any representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent or the terms and conditions set out in this Agreement or any provision of law, regulation, or order of any court, regulatory, statutory and / or administrative authority or arising out of the acts or omissions, any delay, failure, negligence, fraud, misconduct, bad faith or wilful default of the Share Escrow Agent under this Agreement. It is hereby, clarified that the rights under Clause 7.1 available to an Indemnified Party is in addition to any rights, remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise including rights for damages.

7.2 The Share Escrow Agent also undertakes to immediately as on the date of this Agreement, execute and deliver and issue a letter of indemnity in a form as set out in **Schedule G** to the BRLMs on the date of this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement with the requisite parties concerned and for performing its duties and responsibilities hereunder is sufficient consideration for the letter of indemnity in favour of the BRLMs. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail *vis-à-vis* the provisions mentioned therein.

## 8. TERMINATION

8.1 This Agreement shall be effective from the date of this Agreement until its termination pursuant to Clause 8.2 or Clause 8.3.

8.2 This Agreement shall automatically terminate upon the occurrence of the earlier of any of the following:

- (i) upon the occurrence/completion of the events mentioned in Clause 5 above (including an Event of Failure, subject to the Share Escrow Agent having complied with all its obligations and undertakings under this Agreement) in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law; or
- (ii) the declaration or occurrence of any event or initiation of proceeding of bankruptcy, insolvency winding up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a written notice to the Company, the Selling Shareholders and the BRLMs, on becoming aware of the occurrence of any such event or proceeding, including any pending, potential or threatened proceeding which is likely to result in the occurrence of such event.

8.3 This Agreement may be terminated immediately by the Company and the Selling Shareholders in the event of (i) fraud, negligence, misconduct, bad faith or wilful default on the part of the Share Escrow Agent or (ii) breach by the Share Escrow Agent of its representations, obligations and undertakings in this Agreement. The Company and each of the Selling Shareholders, jointly and not severally, in their discretion, shall reserve the right to allow a period of two (2) Working Days to the Share Escrow Agent

from the receipt of written notice of such breach from the Company or the Selling Shareholders, to rectify at its own cost, such breach failing which the Company or any of the Selling Shareholders may immediately terminate this Agreement. Such termination shall be operative only in the event that the Company and the Selling Shareholders, in consultation with the BRLMs, simultaneously appoint a substitute share escrow agent of equivalent standing, which substitute share escrow agent shall agree to the terms, conditions and obligations similar to the provisions hereof (including executing and delivering a letter of indemnity to the BRLMs substantially in the format set out in **Schedule G**). The erstwhile Share Escrow Agent shall, without any limitation, continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent and transfer any Offered Shares lying to the credit of the Escrow Demat Account in manner specified by the Company and/or the relevant Selling Shareholder, as applicable. For the avoidance of doubt, it is hereby clarified that on the occurrence of any event mentioned under clause 8.2 and this Clause 8.3, the Company and Selling Shareholders may, in consultation with the BRLMs, appoint immediately a substitute share escrow agent in consultation with the BRLMs and shall enter into an agreement, substantially in the form of this Agreement, with the Company and the Selling Shareholders and execute and deliver a letter of indemnity substantially in the form set out in **Schedule G** in favor of the BRLMs. Further, for the purposes of entering into such a mutual agreement, the parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent.

- 8.4 The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.2(ii) above, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.
- 8.5 It is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the respective Selling Shareholders Demat Accounts, and the Escrow Demat Account has been duly closed.

8.6 Survival

The provisions of Clauses 5.4, 5.5 and 5.6 of Clause 5 (*Operation of the Escrow Demat Account*), Clause 6 (*Representations and Obligations of the Share Escrow Agent*), Clause 7 (*Indemnity and Letter of Indemnity issued as per Schedule G*), this Clause 8.6 (*Survival*), Clauses 9 (*Closure of the Escrow Demat Account*) and 10 (*General*) of this Agreement shall survive the termination of this Agreement pursuant to Clauses 8.2 and 8.3 of this Agreement.

9. **CLOSURE OF THE ESCROW DEMAT ACCOUNT**

- 9.1 In the event of termination in accordance with Clause 8.2(i), the Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause 5 and shall send a prior written intimation to the Company, Selling Shareholders and the BRLMs relating to the closure of the Escrow Demat Account.
- 9.2 In the event of termination of this Agreement pursuant to Clause 8.2(ii), the Share Escrow Agent shall immediately (and in any event within one (1) Working Day of such termination, unless the Offered Shares have been transferred earlier to the respective Selling Shareholder Demat Accounts pursuant to this Agreement) transfer the respective portion of the Offered Shares which are lying to the credit of the Escrow Demat Accounts to respective Selling Shareholder Demat Accounts and close the Escrow Demat Account within two (2) Working Days of such termination.
- 9.3 In the event of termination of this Agreement pursuant to Clause 8.3, the Share Escrow Agent shall within one (1) Working Day from the date of appointment of the substitute share escrow agent, debit all the Offered Shares in the Escrow Demat Accounts to the credit of the substitute share escrow demat account

that shall be opened by the substitute share escrow agent.

- 9.4 In case of occurrence of an event as stipulated either under Clause 5.4 or Clause 5.5, the Share Escrow Agent shall close the Escrow Demat Account within two (2) Working Days post credit of the Sold Shares to the respective Selling Shareholder Demat Accounts in terms of Clause 5.4 or Clause 5.6, as applicable.
- 9.5 Upon debit and delivery of such Offered Shares which are lying to the credit of the Escrow Demat Account and closure of the Escrow Demat Account, as set out in this Clause 9, the Share Escrow Agent shall, subject to Clause 8.4, be released and discharged from any and all further obligations arising in connection with this Agreement other than as set out in this Agreement.
- 9.6 Without prejudice however to the accrued rights of the Parties hereunder, provided that upon termination due to any event specified under Clause 8.2(ii) or Clause 8.3, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and the appointment of a substitute share escrow agent in accordance with Clause 8.3, and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent.

## 10. GENERAL

### 10.1 Notices

All notices issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered if sent by registered post or recorded delivery to or left at the addresses as specified below or sent to the e-mail of the Parties respectively and the BRLMs or such other addresses as each Party and each BRLM may notify in writing to the other.

#### *If to the Share Escrow Agent:*

**KFin Technologies Limited**  
Selenium Tower B, Plot No.31-32  
Gachibowli, Financial District  
Nanakramguda, Serilingampally  
Hyderabad 500 032, Telangana, India  
Telephone: 040 6716 22 22  
E-mail: [einward.ris@kfintech.com](mailto:einward.ris@kfintech.com)  
Attention: M.Murali Krishna

#### *If to the Company:*

**Global Health Limited**  
Medanta - Mediaclinic  
E-18, Defence Colony  
New Delhi, Delhi 110 024  
India  
Tel: 0124-4141414  
E-mail: [compliance@medanta.org](mailto:compliance@medanta.org)  
Attention: Rahul Ranjan

cc

Medanta – The Medicity  
Sector – 38  
Gurgaon, Haryana 122 001  
India  
Tel: 0124-4141414

E-mail: [compliance@medanta.org](mailto:compliance@medanta.org)  
Attention: Rahul Ranjan

**If to the Selling Shareholders:**

**Anant Investments**

Apex Fund And Corporate Services (Mauritius) Ltd,  
Lot 15 A3, 1st Floor Cybercity,  
Ebene 72201, Mauritius  
Tel: 404 3900  
E-mail: [capbuyout@gfingroup.com](mailto:capbuyout@gfingroup.com)  
Attention: Mrs. Adilah Ibrahim Balladin

**Sunil Sachdeva**

A-10/6, Vasant Vihar 1,  
South West Delhi,  
Delhi 110 057, India  
Tel: 9810194363  
E-mail: [Sunilsachdeva333@gmail.com](mailto:Sunilsachdeva333@gmail.com)

**Suman Sachdeva**

A-10/6, Vasant Vihar 1,  
South West Delhi,  
Delhi 110 057, India  
Tel: 9810699663  
E-mail: [sumansachdeva11@gmail.com](mailto:sumansachdeva11@gmail.com)

Any Party may change its address by a notice given to the other Parties in the manner set forth above.

Any notice sent to any Party shall also be marked to each of the other Parties to this Agreement and the BRLMs.

10.2 **Assignment**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties shall not, without the prior written consent of the other Parties, assign or delegate any of their respective rights or obligations under this Agreement to any other person; provided, however, that any of the Book Running Lead Managers may assign or transfer its rights under this Agreement to an Affiliate without the consent of the other Parties subject to the relevant BRLM being, at all times, responsible for all obligations assigned by it, if any, to its Affiliate.

10.3 **Further Assurances**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

10.4 **Governing Law**

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 10.5 below, the courts of New Delhi, India shall have sole and exclusive jurisdiction in matters arising out of the arbitration proceedings mentioned herein below.

## 10.5 Arbitration

- (i) In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement or the Engagement Letter (the "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**").
- (ii) Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter.
- (iii) The arbitration shall be conducted as follows:
  - (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
  - (b) the seat, or legal place, of arbitration shall be New Delhi, India;
  - (c) each disputing party shall appoint one arbitrator within a period of fifteen (15) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator. In the event that there are more than two (2) disputing parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
  - (d) the arbitrators shall have the power to award interest on any sums awarded;
  - (e) the arbitration award shall state the reasons on which it was based;
  - (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
  - (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
  - (h) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel)
  - (i) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
  - (j) subject to the foregoing provisions, the courts in New Delhi, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

## 10.6 Supersession

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties relating to the subject matter hereof and as of the date hereof constitute the entire understanding of the Parties with respect to the subject matter.

10.7 Amendments

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

10.8 Third Party Benefit

Other than as stated in this Agreement, nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.9 Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, demerger or acquisition of any Party), permitted assign and legal representatives.

10.10 Severability

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this Agreement shall be given full force and effect. The Parties will use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

10.11 Confidentiality

- (i) The Share Escrow Agent shall keep confidential all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which by its nature is intended to be confidential ("**Confidential Information**"), and shall not divulge such information to any other Person or use such Confidential Information other than:
  - (a) its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; or
  - (b) any Person to whom it is required by Applicable Law or any applicable regulation to disclose such information or at the request of any Governmental Authority.
- (ii) In relation to Clause 10.11 (i), the Share Escrow Agent shall procure/ensure that its employees and other Persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose Confidential Information, it shall ensure that the other Parties are duly informed prior to such disclosure being made so as to enable the Company and/or the Selling Shareholders, as the case may be, to obtain appropriate injunctive or other relief to prevent such disclosure or minimize the disclosed information only to the extent required by Applicable Law, and the Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.
- (iii) Confidential Information shall be deemed to exclude any information:



- (a) which is already in the possession of the receiving party on a non-confidential basis;
- (b) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties; or
- (c) which subsequently becomes publicly known other than through the breach of this Agreement by any of the Parties hereunder.

10.12 Specific Performance

The Parties agree that each Party shall be entitled to seek injunction, restraining order, recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties 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 Applicable Law or in equity, including without limitation, a right for damages.

10.13 Specimen Signatures

All instructions issued by the Company, the Selling Shareholders and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholders and the Share Escrow Agent, as the case maybe, the name and specimen signatures of whom are annexed hereto as **Schedule H**.

10.14 Counterparts

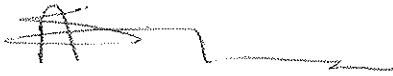
This Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted by electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven (7) Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.

*[Remainder of the page intentionally kept blank]*

**IN WITNESS WHEREOF**, this Share Escrow Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Signed for and on behalf of **Global Health Limited**



---

Authorized Signatory

Name: Abhishek Sharma

Designation: Vice President-Finance

**IN WITNESS WHEREOF**, this Share Escrow Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Signed by **Anant Investments**

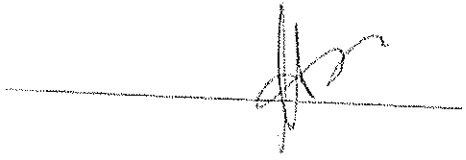


\_\_\_\_\_  
Authorized Signatory

Name: Adilah Ibrahim Balladin  
Designation: Director

IN WITNESS WHEREOF, this Share Escrow Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Signed by **Sunil Sachdeva**



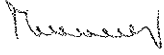
**IN WITNESS WHEREOF**, this Share Escrow Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

Signed by **Suman Sachdeva**

A handwritten signature in black ink, appearing to be 'Suman Sachdeva', is written over a horizontal line.

IN WITNESS WHEREOF, this Share Escrow Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written

Signed for and on behalf of **Kfin Technologies Limited**



---

Name: M.Murali Krishna  
Designation: Vice President

SCHEDULE A

LIST OF SELLING SHAREHOLDERS

| Sr. no.                                | Name of Selling Shareholder                      | Number of Equity Shares offered in the Offer for Sale | Date of resolutions | Date of consent letters |
|--|--|---|---------------------|-------------------------|
| <i>Investor Selling Shareholder</i>    |  |   |                     |                         |
| 1.                                     | Anant Investments                                | Up to 50,661,000 Equity Shares                        | September 13, 2021  | October 11, 2022        |
| <i>Individual Selling Shareholders</i> |  |   |                     |                         |
| 2.                                     | Sunil Sachdeva<br>(jointly with Suman Sachdeva)* | Up to 100,000 Equity Shares                           | N.A.                | October 11, 2022        |

\* S A S Fininvest LLP, in its capacity as beneficial owner of the Equity Shares offered by the Individual Selling Shareholders in the Offer for Sale, has provided its consent for offering such portion of the Offered Shares by way of a consent letter dated October 11, 2022.

## SCHEDULE A1

- i. **Depository: NSDL**
- ii. **Depository Participant: Stock Holding Corporation of India Limited**
- iii. **Address of Depository Participant: 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai - 400 012**
- iv. **DP ID: IN301330**
- v. **Client ID: 41216812**
- vi. **Account name: GLOBAL HEALTH LIMITED SHARE ESCROW ACCOUNT**



SCHEDULE A2

DETAILS OF THE DEMAT ACCOUNT OF THE SELLING SHAREHOLDER

| Depository Participant                             | Depository Name | DP ID    | Client ID/ Account Number | Account Holder Name                 |
|--|-----------------|----------|---------------------------|-------------------------------------|
| Citibank N.A                                       | NSDL            | IN300054 | 10069632                  | ANANT<br>INVESTMENTS-FDI<br>A/C     |
| IIFL WEALTH<br>DISTRIBUTION<br>SERVICES<br>LIMITED | NSDL            | IN304158 | 10188349                  | SUNIL<br>SACHDEVA/SUMAN<br>SACHDEVA |

## SCHEDULE B

1. Blank Bid-Cum Application Form in relation to the Offer.
2. Certified copy of Prospectus in relation to the Offer.
3. Corporate Action Information Form for allotment of shares in relation to the Offer.
4. Certified copy of Board resolution for allotment of shares in relation to the Offer.
5. Certified copy of Shareholders' resolution in relation to the Offer.
6. Confirmation letter for *pari-passu* shares with other shares.
7. Certified copies of in-principle approval from Stock Exchanges in relation to the Offer.
8. Certified copy of approved basis of allotment in relation to the Offer.
9. Certified copy of minutes of the meeting in relation to the Offer.
10. Certificate from the BRLMs confirming relevant SEBI regulations complied with in case of the Offer.
11. Adhoc Report Summary validated by the RTA.
12. Corporate Action Fees, as applicable.

## SCHEDULE C

[On the letter-head of the Share Escrow Agent]

Date: [●]

To

The Company, the Selling Shareholders and the BRLMs

**Re: Opening of Escrow Demat Account for Equity Shares in the initial public offering of Global Health Limited**

Dear Sir,

Pursuant to Clause 2.1 of the share escrow agreement dated October 20, 2022, ("**Share Escrow Agreement**"), this is to confirm that the Escrow Demat Account has been opened by the Share Escrow Agent.

The details of the Escrow Demat Account is set forth below:

|                                    |  |
|------------------------------------|--|
| Depository Participant:            | NSDL   |
| Address of Depository Participant: | 301, Centre Point, Dr. Babasaheb Ambedkar Road, Parel, Mumbai - 400<br>012 |
| DP ID:                             | IN301330   |
| Client ID:                         | 41216812   |
| Account Name:                      | "GLOBAL HEALTH LIMITED SHARE ESCROW ACCOUNT"                               |

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement, the Red Herring Prospectus and the Prospectus.

Yours sincerely,

For and on behalf of **KFin Technologies Limited**

---

Authorized Signatory

**SCHEDULE D**

[On the letter-head of the Share Escrow Agent]

Date:

To

The Company, the Selling Shareholders and the BRLMs

Dear Sirs,

**Sub: Notice of transfer of Offered Shares to the Escrow Demat Account pursuant to Clause 3.1 of the share escrow agreement dated October 20, 2022 (the “Share Escrow Agreement”)**

Pursuant to Clause 3.1 and 3.4 of the Share Escrow Agreement, we write to inform you that the Offered Shares from the Selling Shareholders as detailed below have been credited to the Escrow Demat Account today.

| Selling Shareholder                    | Demat Account Number | No. of Equity Shares transferred |
|--|----------------------|----------------------------------|
| <i>Investor Selling Shareholder</i>    |                      |                                  |
| [•]                                    | [•]                  | [•]                              |
| <i>Individual Selling Shareholders</i> |                      |                                  |
| [•]                                    | [•]                  | [•]                              |

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents.

For and on behalf of **KFin Technologies Limited**

---

Authorized Signatory

**SCHEDULE E**

*[On the letter-head of the Company]*

Date:

To

Share Escrow Agent and the Selling Shareholders

Copy to: The BRLMs

**Re: Allotment of Equity Shares in the IPO of Global Health Limited**

Dear Sir,

In accordance with the Clause 5.1(ii) of the share escrow agreement dated October 20, 2022 (the "**Share Escrow Agreement**"), the Corporate Action Requisition has been issued. A copy of the Corporate Action Requisition is enclosed hereto.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents.

Yours sincerely,

For and on behalf of **Global Health Limited**

---

Authorized Signatory

**SCHEDULE E1**

*[On the letterhead of the Share Escrow Agent]*

**Date:** [●]

To:

The Company, the Selling Shareholders and the BRLMs

**Re: Debit of Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the respective Selling Shareholders' Demat Account for the initial public offering of Global Health Limited**

Dear all,

Pursuant to Clause **Error! Reference source not found.** of the share escrow agreement dated October 20, 2022 (the "**Share Escrow Agreement**"), this is to confirm that all Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Sold Shares in relation to the Offer for Sale. [Further, the Unsold Shares remaining to the credit of the Escrow Demat have been released and credited back to the relevant Selling Shareholder Demat Account.] [**Note:** *To be retained, as applicable.*]

Further, please see attached hereto as **Annexure A**, copy of the demat statement reflecting the debit of such Sold Shares [and Unsold Shares] from the Escrow Demat Account.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents.

For and on behalf of **KFin Technologies Limited**

---

Authorized Signatory

**Enclosed:** As above.

**Annexure A**

**[Note: Copy of demat statement reflecting the debit of Sold Shares [and Unsold Shares] from the Escrow Demat Account to be included.]**

## SCHEDULE F

[On the letter-head of the Company/Selling Shareholders]

Date:

To

The Share Escrow Agent, the [Selling Shareholders / Company] and the BRLMs

Dear Sirs,

**Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated October 20, 2022 (the "Share Escrow Agreement")**

Pursuant to Clause 5.3 of the share escrow agreement dated October 20, 2022 (the "Share Escrow Agreement"), we write to inform you that an Event of Failure has occurred.

The Event of Failure has occurred [before/after] the transfer of the Sold Shares to the demat accounts of the Allottees in accordance with the Share Escrow Agreement.

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Accounts in accordance with Clause 5 of the Share Escrow Agreement.

Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement. [**Note:** To be included if the Event of Failure has occurred prior to transfer of Sold Shares to the Allottees]

**OR**

[The Share Escrow Agent is requested to take appropriate steps in consultation with SEBI, BRLMs, the Stock Exchanges and/or the Depositories, as may be required, for credit of the Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account. The Share Escrow Agent is requested to act in accordance with clause 5.6 of the Share Escrow Agreement and immediately upon the credit of such Equity Shares to the Escrow Demat Account, the Share Escrow Agent is requested to immediately transfer all such Sold Shares from the Escrow Demat Account to the respective Selling Shareholder Demat Accounts. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.] [**Note:** To be included if the Event of Failure has occurred after transfer of Sold Shares to the Allottees]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents.

Kindly acknowledge the receipt of this letter.

For and on behalf of [●]

---

Authorized Signatory



## SCHEDULE G

### LETTER OF INDEMNITY

Date: October 20, 2022

To

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC, Plot No. C – 27  
"G" Block, Bandra Kurla Complex  
Bandra (East)  
Mumbai 400 051

**Jefferies India Private Limited**

42/43, 2 North Avenue  
Maker Maxity, Bandra-Kurla Complex  
Bandra (East), Mumbai 400 051  
Maharashtra, India

**Credit Suisse Securities (India) Private Limited**

Ceejay House, 10<sup>th</sup> Floor, Plot F,  
Shivsagar Estate, Dr. Annie Besant  
Road, Worli, Mumbai 400 018  
Maharashtra, India

**JM Financial Limited**

7th Floor, Cnergy,  
Appasaheb Marathe Marg  
Prabhadevi, Mumbai - 400 025  
Maharashtra, India

(collectively, the "BRLMs")

Dear Sirs,

**Re: Letter of indemnity ("Letter of Indemnity") in favour of the BRLMs pursuant to the share escrow agreement entered into amongst Global Health Limited (the "Company"), the Selling Shareholders and KFin Technologies Limited (the "Share Escrow Agent") dated October 20, 2022.**

The Company proposes to undertake an initial public offering of its equity shares of face value of ₹2 each ("**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 5,000 million (the "**Fresh Issue**") and an offer of sale of up to 50,761,000 Equity Shares by the Selling Shareholders (the "**Offer for Sale**" and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act (as defined herein below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other Applicable Laws (as defined herein below) at such price as may be determined by the Company and the Investor Selling Shareholder, in consultation with the BRLMs, in accordance with the book building process under the SEBI ICDR Regulations (the "**Offer Price**"). The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer includes: an

offer (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions as defined in and made in compliance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”); (ii) within the United States to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) in transactions exempt from the registration requirements under the U.S. Securities Act; and (iii) outside the United States and India in compliance with Regulation S under the U.S. Securities Act and the Applicable Laws of the jurisdictions where the Offer and sales occur.

KFin Technologies Limited has been appointed as the share escrow agent (the “**Share Escrow Agent**”) in relation to the Offer by the Company, and the Selling Shareholders, in accordance with the Share Escrow Agreement dated October 20, 2022 entered into by us with the Company and the Selling Shareholders (the “**Agreement**”). The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all the relevant circulars, notifications, guidelines and regulations issued by the Securities and Exchange Board of India and other Applicable Law, in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations responsibilities, duties and the consequences of any default on its part.

The Share Escrow Agent acknowledges that the BRLMs may be exposed to liabilities or losses if the Share Escrow Agent fails to comply with any of its duties, obligations and responsibilities under the Agreement and other legal requirements applicable to it in relation to the Offer.

The Share Escrow Agent undertakes to each of the BRLMs that it shall act with due diligence, care and skill while discharging its duties, obligations and responsibilities under the Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the BRLMs to: (i) implement all written instructions, including electronic instructions, in respect of the Offer and the terms of the Agreement; (ii) provide all notices and intimations to the BRLMs as contemplated under the Agreement and this Letter of Indemnity; (iii) ensure that the Escrow Demat Account (as defined in the Agreement) will not be operated in any manner and for any other purpose other than as provided in the Agreement; (iv) ensure compliance with all Applicable Law; and (v) comply with the terms and conditions of the Agreement and this Letter of Indemnity. The Share Escrow Agent acknowledges that the BRLMs may be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations under the Share Escrow Agreement

Further, pursuant to the provisions of the Agreement and in consideration of its appointment as the ‘Share Escrow Agent’ (as indicated hereinabove), the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity in favor of the BRLMs to indemnify, at all times, each of the BRLMs and their Affiliates and each of their respective employees, directors, officers, managers, advisors, agents, successors, permitted assigns, representatives and any other Person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified Person (each such Person, a “**BRLM Indemnified Party**”), for any and all losses, liabilities, demands, claims, writs, suits, proceedings, claims for fees, actions, awards, judgments, damages, costs, interest costs, charges, penalties and expenses, legal expenses including but without limitation attorney’s fees and court costs or other professional fees arising out of a breach or alleged breach and all other liabilities of the Share Escrow Agent’s representations, obligations, or error or omissions or failure, negligence, wilful default, bad faith, fraud or misconduct on the part of the Share Escrow Agent to deliver or perform the services contemplated, under the Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby absolutely, irrevocably and unconditionally undertakes and agrees to keep each BRLM Indemnified Party, fully indemnified, at all times, from and against any claims, actions, causes of action, damages, suits, demands, proceedings, claims for fees, costs, interest costs, charges, penalties expenses (including, without limitation, interest, penalties, attorney fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses ("Losses"), of whatsoever nature made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any BRLM Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any failure, deficiency, error, any breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, judicial quasi-judicial, governmental or administrative authority or any breach or alleged breach or any representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent or arising out of the acts or omissions, error, failure, any delay, negligence, fraud, misconduct, bad faith, wilful default or deficiency of the Share Escrow Agent (and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf) under this Agreement and this Letter of Indemnity and/or if any information provided by the Share Escrow Agent to the BRLMs is untrue, incomplete or incorrect in any respect, and / or infringement of any intellectual property, rights of any third party or anything done or omitted to be done through the negligence, default or misconduct by the Share Escrow Agent or of its officers, directors, employees or agents. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each of the BRLM Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the BRLMs Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, statutory, governmental or regulatory authority or a court of law.

The Share Escrow Agent shall not in any case whatsoever use the amounts held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

The Share Escrow Agent hereby agrees that failure of any BRLM Indemnified Party to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein. The Share Escrow Agent agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity mutatis mutandis.

This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry or termination of the Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses set out in the Agreement and shall be in addition to any other rights that each of the BRLMs may have at common law, equity and/or otherwise.

The Share Escrow Agent acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of the Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter

of Indemnity. Further, the Company and the Selling Shareholders agree that entering into the Agreement is sufficient consideration for issuing this Letter of Indemnity in favour of the BRLMs.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer.

All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between the terms of the Agreement and this Letter of Indemnity, this Letter of Indemnity will prevail.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs. The Share Escrow Agent shall inform each of the BRLMs of any amendment to the Agreement and provide the BRLMs a copy of such amendment. The Share Escrow Agent shall also inform each of the BRLMs of any termination or amendment to the Agreement and provide the BRLMs a copy of such termination or amendment.

Notwithstanding anything contained in the Letter of Indemnity, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation including breach or alleged breach and anything done or omitted to be done by the Share Escrow Agent pursuant to this Letter of Indemnity, then BRLMs' Indemnified Party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in New Delhi. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. In case of any dispute between the BRLMs and Share Escrow Agent in relation to this Letter of Indemnity, the courts at New Delhi, India, shall have sole and exclusive jurisdiction over any dispute arising out of the arbitration proceedings mentioned herein above, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996.

This Letter of Indemnity may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by e-mail and properly addressed as follows:

**If to the BRLMs:**

|  |   |
|--|---|
| <b>Kotak Mahindra Capital Company Limited</b><br>27 BKC, 1 <sup>st</sup> Floor<br>Plot No. C-27, "G" Block<br>Bandra Kurla Complex, Bandra (E)<br>Mumbai 400 051 | <b>Credit Suisse Securities (India) Private Limited</b><br>9 <sup>th</sup> Floor, Ceejay House,<br>Plot F, Shivsagar Estate,<br>Dr. Annie Besant Road,<br>Worli, Mumbai 400 018 |
|--|---|

|  |  |
|--|--|
| Maharashtra, India<br>Tel: +91 22 4336 0000<br>Email: <a href="mailto:ajay.vaidya@kotak.com">ajay.vaidya@kotak.com</a><br>Attention: Ajay Vaidya   | Attention: Devesh Pandey<br>Tel: +91 22 6777 3885<br>Email: <a href="mailto:list.medantaipo2021@credit-suisse.com">list.medantaipo2021@credit-suisse.com</a>   |
| <b>Jefferies India Private Limited</b><br>42/43, 2 North Avenue Maker Maxity<br>Bandra-Kurla Complex, Bandra (East),<br>Mumbai 400 051<br>Maharashtra, India<br>Attention: Aman Puri<br>Tel: +91 22 4356 6000<br>Email: <a href="mailto:medanta.ipo@jefferies.com">medanta.ipo@jefferies.com</a> | <b>JM Financial Limited</b><br>7 <sup>th</sup> Floor, Cnergy, Appasaheb Marathe Marg<br>Prabhadevi<br>Mumbai 400 025<br>Attention: Sugandha Kaushik<br>Tel: +91 98673 24552<br>Email: <a href="mailto:Sugandha.Kaushik@jmfl.com">Sugandha.Kaushik@jmfl.com</a> |

**If to the Share Escrow Agent:**

**KFin Technologies Limited**  
 Selenium Tower B, Plot No.31-32  
 Gachibowli, Financial District  
 Nanakramguda, Serilingampally  
 Hyderabad 500 032, Telangana, India  
 Telephone: 040 6716 22 22  
 E-mail: [einward.ris@kfintech.com](mailto:einward.ris@kfintech.com)  
 Attention: M.Murali Krishna

All notices, requests, demands or other communications required or permitted under this Letter of Indemnity shall: (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by e-mail, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

Yours sincerely,

For and on behalf of **KFin Technologies Limited**

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

Designation:

*This signature page forms an integral part of the letter of indemnity to the share escrow agreement.*

For and on behalf of Credit Suisse Securities (India) Private Limited



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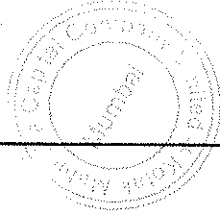
Countersigned by  
(Authorized Signatory)

Devesh Pandey

Director

*This signature page forms an integral part of the letter of indemnity to the share escrow agreement.*

For and on behalf **Kotak Mahindra Capital Company Limited**



---

Countersigned by  
(Authorized Signatory)

*This signature page forms an integral part of the letter of indemnity to the share escrow agreement.*

For and on behalf of **Jefferies India Private Limited**

A handwritten signature in black ink is positioned to the left of a circular stamp. The stamp contains the text "Jefferies India Private Limited" around the perimeter and "Mumbai" in the center.

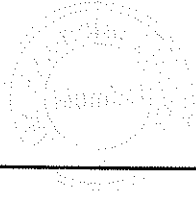
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Countersigned by : **Ashutosh Prajapati**  
(Authorized Signatory)



*This signature page forms an integral part of the letter of indemnity to the share escrow agreement.*

For and on behalf of **JM Financial Limited**

A handwritten signature in black ink, appearing to be 'A. Kelly'.

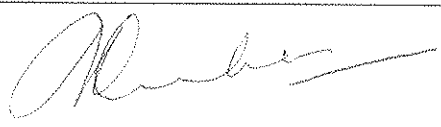
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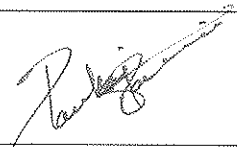
Countersigned by  
(Authorized Signatory)

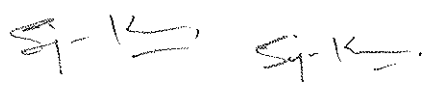
# SCHEDULE - H


## Share Escrow Agreement

### Global Health Limited


|                    |  |
|--------------------|--|
| Name               | Dr. Naresh Trehan  |
| Designation        | Chairman & Managing Director   |
| Specimen signature |  |

|                    |   |
|--------------------|---|
| Name               | Mr. Pankaj Sahni  |
| Designation        | Chief Executive Officer   |
| Specimen signature |  |

|                    |   |
|--------------------|---|
| Name               | Mr. Sanjeev Kumar   |
| Designation        | Group Chief Financial Officer   |
| Specimen signature |  |

|                    |   |
|--------------------|---|
| Name               | Mr. Abhishek Sharma   |
| Designation        | VP-Finance  |
| Specimen signature |  |

**Anant Investments**

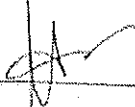
|                    |   |
|--------------------|---|
| Name               | Adiilah Ibrahim Balladin  |
| Designation        | Director  |
| Specimen signature |  |

|                    |  |
|--------------------|--|
| Name               |  |
| Designation        |  |
| Specimen signature |  |

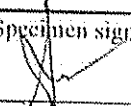
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| Name               |  |
| Designation        |  |
| Specimen signature |  |

Specimen for Share Escrow

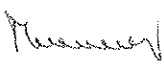

Sunil Sachdeva

|                    |   |
|--------------------|---|
| Name               | SUNIL SACHDEVA  |
| Specimen signature |  |

**Suman Sachdeva**

|                    |   |
|--------------------|---|
| Name               |   |
| Specimen signature |  |

**Kfin Technologies Limited**

|                    |   |
|--------------------|---|
| Name               | M.Murali Krishna  |
| Designation        | Vice President  |
| Specimen signature |   |
| Name               |   |
| Designation        |   |
| Specimen signature |   |

**SCHEDULE I**

*[On the letterhead of the Company]*

Date: [●]

To,

The Share Escrow Agent and the Depositories

Copy to: The BRLMs and the Selling Shareholders

**Re: Allotment of Equity Shares in the IPO of Global Health Limited**

Dear Sir,

Pursuant to Clause 3.2 and 5.5 of the share escrow agreement dated October 20, 2022 (“**Share Escrow Agreement**”), the Share Escrow Agent and the Depositories are requested to debit the Sold Shares/Offered Shares [*retain as applicable*] from the Escrow Demat Account / demat accounts of the Allottees [*retain as applicable*] and credit such Offered Shares to the Escrow Demat Account/ Selling Shareholder Demat Accounts [*retain as applicable*], within 1 (one) Working Day of the receipt of this letter.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **Global Health Limited**

\_\_\_\_\_  
Authorized Signatory

**Certified True Copy**

