SHAREHOLDERS AGREEMENT

DATED 13TH JANUARY, 2023

AMONGST

PROGNOSYS HEALTHCARE (INDIA) PRIVATE LIMITED

AND

MOLBIO DIAGNOSTICS PRIVATE LIMITED

AND

INDIVIDUAL SHAREHOLDERS

AND

CONTINUING PROMOTERS

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Certificate No.	:	**IN-KA31101090433516U**
Certificate Issued Date	:	27-Dec-2022 04:05 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ MALLESHWARAM1/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL59250311235747U
Purchased by	:	PROGNOSYS HEALTHCARE INDIA PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	SHAREHOLDERS AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PROGNOSYS HEALTHCARE INDIA PRIVATE LIMITED
Second Party	:	MOLBIO DIAGNOSTICS PRIVATE LIMITED
Stamp Duty Paid By	:	PROGNOSYS HEALTHCARE INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Authorised Signatory
For Stock Holding Corporation Of India Ltd

Please write or type below this line

SHAREHOLDERS' AGREEMENT

Shareholders' Agreement made and executed on 13th Day of January, 2023 ("Execution Date"), by and amongst:

PARTIES

(1) **PROGNOSYS HEALTHCARE (INDIA) PRIVATE LIMITED,** a Company incorporated under the laws of India, bearing corporate identity number U74900KA2015PTC079050, with its registered office at No.249, first floor, rear building 4th main road, Chamrajpet, Bangalore-560018 (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

(2) **MOLBIO DIAGNOSTICS PRIVATE LIMITED**, a company incorporated under the laws of India, bearing corporate identity number U33125GA2000PTC002909, with its registered office at Plot No. L-46, Phase II-D Verna Industrial Area, Verna, Salcete South Goa – 403722, India shall hereinafter refer to as "**Molbio/Purchaser**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

(3) **THE PERSONS MENTIONED IN SCHEDULE 1, PART A HERETO**, shall be collectively referred to as the "**Individual Shareholders**" and individually as an "**Individual Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/their respective heirs, executors, administrators, successors (as applicable) and permitted assigns; and

(4) **THE PERSONS MENTIONED IN SCHEDULE 1, PART B HERETO**, shall be collectively referred to as the "**Continuing Promoters**" and individually as a "**Continuing Promoter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/their respective heirs, executors, administrators, successors (as applicable) and permitted assigns; and

The Individual Promoters shall collectively be referred to as the "**Promoters**" and individually as the "**Promoter**".

The Molbio, the Company, Individual Shareholders and the Continuing Promoters are individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS:

A. The Company is inter alia engaged in the business of providing products & solutions for telemedicine & designs and implements world class solutions in Digital Healthcare (**"Business").**

B. Molbio has acquired 2,395 (Twenty-Three Thousand Ninety-Five) Equity Shares of the company from Somerset Indus Health Fund I Limited, 16 (Sixteen) Equity Shares of Lotus Management Solutions (held by Mayur Sirdesai being Beneficial Owner), 4,286 (Four thousand two hundred and eighty-six) Equity shares held by Exxora Trading LLP, 687 (Six Hundred and Eighty-Seven) Equity Shares from Mr. Mannan Monga, 100 (One Hundred) Shares from Mrs. Manisha Garg and 307 (Three Hundred) Equity Shares from Mrs. Poonam Monga (the Individual Sellers as listed in Schedule 1, PART 1A) of the Share Purchase Cum Share Subscription Agreement ("SPSSA") dated 13th January, 2023.

C. Further, pursuant to entering into SPSSA, the Company has agreed to issue and allot, and Molbio has agreed to subscribe to, **1,860** (One thousand eight hundred and sixty only) of Equity Shares of face value Rs. 10/- (Rupees Ten Only), (collectively the **"Molbio Shares"**) at a price of **Rs.13,172** per share for an aggregate consideration of **INR 2,45,00,000/-** (Indian Rupees two crores, forty-five lakhs only), **("Molbio Subscription Amount"),** on the terms and conditions set out herein.

D. Further, the Company shall provide full and complete exit to continuing "Individual Shareholders" by buying back the "Remaining Shares" within 36 months from the Closing Date, as provided under Clause **7**.1 of this agreement.

E. The Shareholding of the Company after the Buyback event shall be as per Schedule 3, Part B.

F. Continuing Promoters and Molbio have jointly agreed to manage the affairs of the Company and the Parties are now desirous to enter into this Agreement to record the terms and conditions governing their relationship in their capacity as Shareholders (as defined hereinafter) and to record their mutual rights and obligations in relation to the management and operations of the Company and other matters incidental thereto.

NOW, THEREFORE in consideration of the mutual promises and covenants, terms and conditions and understandings set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the Parties with the intent to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement (including the recitals above and the schedules), except where the context otherwise requires, the capitalised terms shall have the meanings given to the respective terms in Schedule 2 of this Agreement. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Share Purchase Cum Share Subscription Agreement.

1.2 Interpretation. Unless the context of this Agreement otherwise requires:

1.2.1 The headings in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement.

1.2.2 Words of any gender are deemed to include those of the other gender.

1.2.3 Words using the singular or plural number also include the plural or singular number, respectively.

1.2.4 The terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;

1.2.5 The words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.

1.2.6 Headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

1.2.7 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.2.8 Reference to the word "include" shall be construed without limitation.

1.2.9 The Schedules hereto shall constitute an integral part of this Agreement.

1.2.10 All obligations of the Company, the Promoters and Molbio shall be joint and several other than as expressly provided herein.

1.2.11 References to the knowledge, information, belief, or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a person of ordinary prudence.

2. TERM OF THIS AGREEMENT

This agreement shall supersede all the other earlier agreements executed between the Parties. This Agreement shall be effective from the Closing and shall, unless terminated earlier in accordance with the terms hereof, continue to be valid and in full force and effect.

3. CAPITAL STRUCTURE

3.1 Authorized and Subscribed Share Capital

3.1.1 Authorized Share Capital

The authorized share capital of the Company is Rs. 51,500,000/- (Indian Rupees Five Crore Fifteen Lakhs) divided into

S. No.	Particulars	No. of shares	Amount (INR)
1	Equity Shares of Rs. 10 each	50,000/-	5,00,000/-
2	CCPS of Rs.1000 each	51,000/-	5,10,00,000/-
	TOTAL		**5,15,00,000/-**

3.1.2 Subscribed Equity Share Capital

The post-Closing Shareholding pattern of the Company shall be as per of Schedule 3, Part A hereto.

The Post Buyback Shareholding of the Company shall be as per Schedule 3, Part B. hereto.

3.2 Articles of Association

The Parties agree that they shall make necessary amendments to the Articles to conform to this Agreement and eliminate any conflict or inconsistency thereof.

4. CORPORATE GOVERNANCE

For the purposes of this clause 4.1 to clause 4.7, “**Parties**” shall refer to “Molbio”, and “Continuing Promoters”.

4.1 Board of Directors

a) Authority of the Board

Subject to the provisions of this Agreement and Applicable Law, the Board shall be responsible for the management, supervision, direction, and control of the Company.

b) <u>Composition of the Board</u>

i. The Board shall always consist of 3 (Three) Directors, unless otherwise increased or reduced as may mutually be agreed between the Parties.

ii. Molbio shall be entitled to appoint total 2(two) Directors out of which Mr. Sriram Natarajan is already on the Board of the Company and 1(new) Director shall nominated by Molbio and shall be appointed as Director ("**Molbio Directors**").

iii. Mr. Krishna Prasad V ("**Promoter Director**").

On the Closing Date the Board shall be reconstituted to reflect the above position. Any changes in the composition of the Board shall only be with mutual consent of the Continuing Promoters and Molbio and shall be in proportion to the shareholding.

The Board shall have powers to appoint Independent Directors on terms that may be mutually agreed between the Parties.

The parties shall ensure that the Board, or none of the committees of the Board, discuss and/or pass a resolution on any Affirmative Voting Item as provided here under:

(i) Items listed in Part A, Schedule 4, without consent of the Continuing Promoters.

(ii) Items listed in Part B, Schedule 4, without consent of Molbio.

4.2 <u>Committees of the Board</u>

The Board shall have the power to constitute, if necessary, committees or sub committees of the Board and delegate such of the Board's powers to the aforesaid committees as the Board may deem fit.

<u>4.2.1</u> **<u>Management Committee</u>** - the Parties may constitute a Management Committee wherein, Molbio and Promoters shall have representation in ratio of the shareholding and shall consist of at least 1 (one) Molbio Director and 1 (one) Promoter's representative.

<u>4.2.2</u> **<u>Compensation Committee:</u>** The Board may constitute a compensation committee for decisions in relation to compensation payable to Key Personnel of the Company ("**Compensation Committee**") on which Molbio and Promoters shall have representation in ratio of the shareholding and shall consist of at least 1 (one) Molbio Director and 1 (one) Promoter Director. The Compensation Committee will form policies and ascertain compensation payable to the Directors and Key Personnel.

4.2.3 **Audit Committee:** The Board may also constitute an Audit Committee on which Molbio, and Promoters shall have representation in ratio of the shareholding and shall consist of at least 1 (one) Director from each Molbio and Promoters.

Unless agreed in writing by the Parties or otherwise permitted under this Agreement, all provisions of this Agreement relating to the Board and its meetings shall be applicable to the committees mentioned in Clause 4.1. above and its meetings. Permanent invitees of such committees, if any, shall be determined by the Board of Directors.

4.3 Removal and Replacement of Directors

No Shareholder shall be entitled to remove any Director appointed/nominated by another Shareholder, save where required in accordance with the terms of this Agreement or where a Director is required to be removed in accordance with Applicable Law (and, in the latter case, the appointing Shareholder shall be entitled to immediately nominate a replacement).

4.4 Directors' Access

Each Director shall be entitled to examine the books, accounts and records of the Company and shall have free access, at all reasonable times and with prior written notice of at least 5 (five) Business Days, to all properties and facilities of the Company. The Company shall provide such information relating to the Business affairs and financial position of the Company as any Director may require.

4.5 Chairman of the Board

The Chairman of the Board shall be **Mr. Sriram Natarajan**. The Chairman shall not have a casting vote.

4.6 Alternate Director

Any Shareholder shall be entitled to nominate an Alternate Director for each of the Directors that it is entitled to nominate as per the terms of this Agreement by notice in writing to the Company, and such alternate Directors will serve in the absence of the original Directors. Any such appointment of an alternate Director shall take place as the first item of business at the next Board meeting following receipt by the Company of such nomination. Upon such appointment, an alternate Director shall be entitled to constitute the quorum, vote, issue, consent, and sign resolutions and exercise all such rights as the Director for whom he is an alternate is entitled to.

4.7 Proceedings of the Board

4.7.1 Meetings of the Board

A meeting of the Board shall be held at least once in every quarter and at least 4 (four) such meetings shall be held in every calendar year. The Directors may adjourn or otherwise regulate their meetings and proceedings as they may deem fit. Any Director may request, in writing, that a meeting of the Board be called, and upon such a request, a meeting of the Board shall be called.

4.7.2 Agenda and Place of Meetings

At least 7 (Seven) Business Days' notice (such notice being also deliverable through e mail or facsimile transmission) shall be given to each of the Directors and their alternate Directors, of any meeting of the Board. Notice may be waived, or a Board meeting may be called by a shorter notice with the consent of all the Directors in writing. Any such notice shall contain an agenda identifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by relevant papers or documents with respect to the items to be discussed at the meeting. All meetings of the Board shall be held in Bangalore, India unless otherwise agreed to by all the Directors. Any items, which are not provided for in the agenda, shall not be discussed at a meeting of the Board of Directors, unless all the Directors present at the meeting agree to the same.

4.7.3 Quorum

(a) Subject to the terms set out in this Clause 4.7.3 and the provisions of the Act, 2 (two) Directors or 1/3rd (any fraction contained in that one-third being rounded off to one) of the total strength of the Board, whichever is higher, shall constitute the quorum, provided that, quorum shall not be deemed to be constituted unless at least 1 (one) Molbio Director and 1 (one) Promoter Director is present.

(b) If the quorum is not present within one hour from the time when the meeting should have begun or if during the meeting there is no longer a quorum, the meeting shall be adjourned and reconvened at the same place and time 7 (seven) days later, or such shorter period as agreed by the majority of the Board, with the same agenda. At such reconvened meeting (the "**Adjourned Board Meeting**"), the Directors present shall constitute quorum.

4.7.4 Convening of a meeting by a director

(a) Any 1(one) Director giving notice in writing to the Company Secretary or the appropriate Person of the Company specifying the date, time and agenda may call a meeting. The appropriate Person under Applicable Law shall upon receipt of such notice give a copy of such notice to all Directors of such meeting, accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting.

(b) The Company shall ensure that sufficient information is included with such notice to the Directors to enable each Director to decide on the issue in question at such meeting. Not less than a minimum 15 (fifteen) days' prior written notice shall be given to each Director of any Board meeting, accompanied by the agenda for the Board meeting. The quorum for the Board meeting of the Company shall be determined in accordance with Clause 4.7.3 hereinabove.

4.7.5 Voting

At any Board meeting, each Director shall exercise 1 (one) vote. All decisions of the Board shall be taken by majority.

4.7.6 Meetings through Electronic Mode

The Directors of the Company may in accordance with Applicable Law and subject to any restrictions thereon and conditions thereto imposed by applicable Governmental Authority, participate in meetings of the Board through Electronic Mode as may be set out in the notice of the meeting, provided the Directors intending to participate in the Board meeting by Electronic Mode confirm to the Company their participation in meeting of the Board by Electronic Mode at least 1 (one) Business Day prior to the scheduled date of such meeting.

4.7.7 Resolution by Circulation

A written resolution circulated to all the Directors or members of committees of the Board, whether in India or overseas and signed by all of them as approved, shall (subject to compliance with the relevant requirements of the Act) be as valid and effective as a resolution duly passed at a meeting of the Board or committee of the Board, called and held in accordance with this Agreement and the Articles (provided that it has been circulated in draft form, together with the relevant papers, if any to all the Directors). Provided that no resolution on any Affirmative Voting Item shall be passed in contravention to this agreement.

4.7.8 Sitting Fees of the Director

No Director shall be entitled any sitting fee. All the rights and privileges of non-executive Directors including the sitting fees and expenses, shall be decided by the shareholders in the Shareholders' meeting.

4.8 Shareholders Meeting

4.8.1 Quorum

(a) Subject to the provisions of the Act, not less than 2 (two) Shareholders shall constitute quorum in the Shareholders meetings of the Company which shall include at least 1 (one) representative of Molbio ("**Molbio Nominee**") and 1 (one) representative of Continuing Promoters.

(b) If the quorum is not present within 30(thirty) minutes from the time when the meeting should have begun, the meeting shall be adjourned and reconvened with the same agenda at the same place and time 7 (seven) days later, or such shorter period as per the provisions of the Act as the Shareholders or their representatives present agree. At the reconvened meeting ("**Adjourned Shareholders Meeting**"), the Shareholders present shall constitute the quorum; provided however that at such reconvened meeting, and subject to clause 4.8.3 below, the Affirmative Voting Items can be passed, approved, or authorized only if Promoter's Nominees are present in person or through a proxy at the reconvened meeting and have voted in favour of such resolution. For all other matters other than matters pertaining to Affirmative Voting Items, the quorum for the Adjourned Shareholders Meeting shall be in accordance with the provisions of the Act.

4.8.2 Notice

A minimum 21 (twenty one) days' prior written notice shall be given to all the Shareholders of any Shareholders meeting (other than the Adjourned Shareholders Meeting), accompanied by the agenda for such Shareholders meeting ; provided that a Shareholders meeting may however be called in less than 21 (twenty one) days with the prior consent in writing or by electronic mode (a) in case of the annual general meeting all the Shareholders and (b) in case of any other Shareholders meeting such number of Shareholders who own not less than 95% (ninety-five percent) of such part of paid-up Share Capital of the Company as gives them a right to vote at the meeting.

4.8.3 Shareholder resolutions

Voting on all matters to be considered at a general meeting of the Shareholders shall be by way of a poll unless otherwise agreed upon in writing between the Parties and, except with respect to the Affirmative Voting Items, shall be adopted in accordance with the voting majority specified in the Act.

4.9 Organisational Structure

The Continuing Promoters and Molbio, in mutual consultation, may formulate an organisational structure in relation to the Key Personnel of the Company such as the managing director, the chief executive officer, the chief financial officer and the chief operating officer, defining the roles and responsibilities of such Key Personnel. All Key personnel shall report to the Chairman Mr. Sriram Natarajan and to the Board.

5. BUSINESS PLAN AND BUDGET

5.1 **Business Plan**

The Parties acknowledge that the business of the Company will be conducted in accordance with the Initial Business Plan, effective April 1, 2023. The Continuing Promoters and Molbio agree to closely monitor the performance of the Business of the Company. The Promoters shall present the Initial Business Plan in the First Board meeting called post-closing. All Cash / bank payments, above Rs.10 Lakhs (Ten Lakhs Only) shall require written consent of Mr. Sriram Natarajan or Molbio nominee, irrespective of the pay-out being covered in the business plan or not.

The initial business plan will be revisited each year and in case there is a change, a revised business plan will be presented to the Board for approval each year.

5.2 **Subsequent Business Plans**

The Initial Business Plan shall be applicable for a period of 5 (five) years from 1st April 23 Every subsequent business plan ("**Subsequent Business Plan**") shall be prepared for each Financial Year subsequently after the period of applicability of the Initial Business Plan. Each Subsequent Business Plan shall be prepared and adopted by the Board not less than 30 (thirty) days prior to the commencement of the relevant Financial Year.

5.3 **Deviations**

Any deviations of more than 5% (five percent) with respect to revenues, capital expenditure, total operating expenses, net working capital or any item thereof contributing to at least 20% of the total for such item, from the Initial Business Plan or any Subsequent Business Plan may only be made on approval by the Board.

5.4 **Budgets**

The Promoter Director shall prepare an operating and cash flow budget ("**Budget**") for the Company on an annual basis not later than 30 (thirty) Business Days from the commencement of the Financial Year for which the Budget is applicable which shall be approved by the Board. Each Budget shall be prepared in accordance with the applicable Business Plan.

6. TRANSFER RESTRICTIONS

6.1 <u>Transfers in violation of this Agreement</u>

The Parties agree and acknowledge that any Transfer or attempted Transfer of their Shares or any interest therein, not expressly permitted by this Agreement shall be null and void *ab initio*, and the Parties shall do every act, deed, or thing to prevent such Transfer from being given effect to.

6.2 <u>Transfers by the Shareholders</u>

6.2.1 Notwithstanding anything to the contrary stated herein, the Promoters and Molbio (for Molbio it shall be applicable only during the Remaining Shares Lock-in-Period) jointly agree and undertake not to, without the prior written consent of other parties, transfer or encumber their securities held in the Company, either directly or indirectly, or do any other act which has the effect of undermining the underlying beneficial, fiduciary or legal rights and obligations of their respective positions, and the Company shall not register any such Transfer or Encumbrance in violation of the aforesaid.

6.2.2 <u>Restrictions on Transfers of Remaining Shares:</u>

(a) Up to a period of 36 months or 31st December, 2025 whichever is earlier ("**Remaining Shares Lock-in period**") from the date of Closing, Individual Shareholders shall not be entitled to sell or transfer all or any part of their Remaining Shares to any Third Party.

(b) Notwithstanding anything to the contrary stated herein, post such "**Remaining Shares Lock-in period**", in the event Company is unable to fulfil its obligations under Clause 7.1, Individual Shareholders shall be entitled to sell / transfer their shares to any Third Party, subject to conditions set out in Clause 6.3.

6.2.3 <u>Restrictions on Transfers by Continuing Promoters and / or Molbio</u>

(a) Notwithstanding anything to the contrary stated herein, the Promoters or Molbio shall not be entitled to sell their Shares, to any Third Party without fulfilling their obligation under Clause 7.1 towards Individual Shareholders, the Individual Shareholders specifically agrees to waive that obligation.

(b) Promoters or Molbio shall have the right to Transfer their Shares to another Promoter and / or Molbio subject to Clause 6.5 and Clause 6.2.3.(a).

6.3 Continuing Promoters & Molbio' s Right of First Refusal

6.3.1 After Remaining Shares Lock-In period, if Individual Shareholders propose to sell all or any of their Remaining Shares, or receives an offer from a Third Party to acquire all or any of its Remaining Shares, before they accept such offer, shall send a written notice ("**Transfer Notice**") to the Continuing Promoters and Molbio ("**Promoters/Molbio' Right of First Refusal**"), which notice shall state the number of its Shares to be sold and the Offer Price ("**Offered Shares**").

6.3.2 For a period of 30 (thirty) Business Days after receipt of a Transfer Notice ("**Offer Period**"), the Promoters and / or Molbio shall have the right, exercisable by all or any of the Promoters and / or Molbio through the delivery of an Acceptance Notice as provided in sub-clause 6.3.3 of this Clause 6, to make an offer for all (and not part alone) of the Offered Shares, indicating therein the Promoters and / or Molbio or any of them intent to purchase the Offered Shares, which shall not be lower than the Offer Price received by Continuing Shareholders.

6.3.3 The above Promoters/Molbio' Right of First Refusal shall be exercisable by delivering a written notice of exercise (an "**Acceptance Notice**") within the Offer Period to Individual Shareholders as the case may be. The Promoter and / or Molbio that serves an Acceptance Notice to Individual Shareholders in accordance with the provisions hereof are hereinafter referred to as the "**Transferee Shareholder**". The Acceptance Notice shall include a statement that the Transferee Shareholder is willing to acquire all the Offered Shares. An Acceptance Notice shall be an irrevocable offer by the Transferee Shareholder to purchase the Offered Shares at the price which shall not be lower than the Offer Price. The failure of a Promoter / Molbio to give an Acceptance Notice within the Offer Period shall be deemed to be a waiver of the Promoters'/Molbio Right of First Refusal. If more than one Promoter and / or Molbio serves an Acceptance Notice for acquisition of all the Offered Shares, Molbio then the shares will be offered in the ratio of the shareholding of Molbio and Continuing Promoters. Further, the Promoters and / or Molbio or any of them may be entitled to jointly serve an Acceptance Notice for the purchase of all the Offered Shares. In such case, all such Promoters and / or Molbio shall collectively be the "**Transferee Shareholder**" for the purpose of this Clause 6.3.

6.3.4 If none of the Promoters / Molbio serve an Acceptance Notice to Individual Shareholders, as the case may be in terms of this Clause 6.3.3, Individual Shareholders shall be free to Transfer the Offered Shares to any Third Party at the Offer Price from the expiry of the Offer Period till 6 (six) months thereafter. However, such third party purchasing the Offered Shares shall execute a Deed of Adherence (As per **Schedule 5**) and shall be bound by the obligations as applicable to Individual Shareholders under this agreement.

6.3.5 If Individual Shareholders elects to sell the Offered Shares to the Transferee Shareholder in accordance with the aforesaid, the closing of the purchase of Offered Shares by the Transferee Shareholder shall be as mutually determined by Individual Shareholders and the Transferee Shareholder but shall not be later than 3 (three) months after the date of receipt of the Transfer Notice. The said 3 (three) months period shall be extended for an additional period of up to 90 (ninety) Business Days, if necessary, to obtain any Regulatory Approvals required for such purchase and payment. Any stamp duty or transfer taxes or fees payable on the sale of any Offered Shares (not being taxes on income) shall be borne and paid by the Transferee Shareholder. If the Transferee Shareholder purchasing the Offered Shares does not make payment in full of the Counteroffer Price as above, within the aforesaid 3 (three) months period (or such period as may be extended in accordance with this Clause 6.3.5, then Individual Shareholders shall be entitled to sell the Offered Shares to any Third Parties at any price from the expiry of such 3 (three) months period till 6 (six) months thereafter, subject to Promoters/Molbio' Right of First Refusal. However, such Third Party purchasing the Offered Shares shall execute a Deed of Adherence and shall be bound by the obligations as applicable to IS Transferor under this agreement.

6.4 **<u>Promoter & Molbio Tag Along Right</u>**

6.4.1 Subject to the Company making an offer for the fulfilment of obligations under clause 7.1 (Exit Rights), Promoters and Molbio shall have a tag along rights as stated hereunder.

6.4.2 Subject to conditions stated in Clause 6.2.2 (*Restrictions on transfer of Remaining shares*) if and only if, any / all of Individual Shareholders (**IS Transferor**) proposes to sell their Shares ("**IS Transfer Shares**") to any Third Party, each of the Promoters and Molbio shall have the right (the "**Promoter & Molbio Tag Along Right**") but not an obligation to require the third party to purchase from them, such number of the Shares held by them as is determined in the manner set out in Clause 6.4.3 ("**Promoter & Molbio Tag Along Shares**") below, at the same price and same terms at which Individual Shareholders proposes to transfer IS Transfer Shares which shall not be less than the Fair Market Value of the Shares ("**Tag Transfer Terms**").

6.4.3 IS Transferor, as the case may be, shall serve a notice of such proposed sale to the Promoters and Molbio ("**Tag Notice**").

6.4.4 The number of Promoter & Molbio Tag Along Shares shall be calculated in the following manner:

Promoter & Molbio Tag Along Shares= (A / B) x C
Where:

"A" is the total number of Shares held by such Promoter and / or Molbio

"B" is the aggregate number of Shares held by IS Transferor, the Promoters and Molbio

"C" is the total number of IS Transferor Transfer Shares.

6.4.5 Within 30 (thirty) Business Days following the receipt of the Tag Notice by the Promoters and / or Molbio, in the event the Promoters and / or Molbio elect to exercise the Promoter & Molbio Tag Along Right, they shall deliver a written notice of such election to IS Transferor ("Promoter & Molbio Tag Along Notice"). Such Promoter & Molbio Tag Along Notice shall be irrevocable and shall constitute a binding agreement by the Promoters and / or Molbio to sell such number of their Shares as calculated in accordance with Clause 6.4. on the Tag Transfer Terms provided however that such sale is completed within a period of 3 (three) months following date of the Promoters and / or Molbio issuing the Promoter & Molbio Tag Along Notice.

6.4.6 The closing of any purchase of the Promoter & Molbio Tag Along Shares by the Third party pursuant to this Clause 6.4 shall be held at the registered office of the Company on the 90th (ninetieth) day after the receipt of the Promoter & Molbio Tag Along Notice or at such other time and place as the parties to the transaction may agree. The Third party purchasing the Promoter & Molbio Tag Along Shares shall execute a Deed of Adherence. At such closing, all of the parties to the transaction shall execute such additional documents as may be necessary or appropriate to affect the sale of their respective Shares.

6.4.7 Where the Promoters and / or Molbio have properly elected to exercise their Tag Along Right and the Third party fails to purchase from the Promoters and / or Molbio the Promoter & Molbio Tag Along Shares required to be purchased, such sale shall be void and the Company shall not register any such sale to the Third party.

6.4.8 It is agreed that in the event the Promoter and / or Molbio exercises the aforesaid Promoter & Molbio Tag Along Right then in such a case the third party shall have to purchase, all the Promoter and / or Molbio Tag Along

Shares and if the third party does not purchase all the Promoter and / or Molbio Tag Along Shares at the Tag Transfer Terms, the Promoter & Molbio Tag Along Right granted to the Promoters & Molbio shall be deemed to be not honoured and IS Transferor shall not sell and transfer IS Transferor Transfer Shares to such Third party.

6.4.9 In the event the Promoters / Molbio do not issue a Promoter & Molbio Tag Along Notice (and have not exercised its rights under Clause 6.4.5), they shall be deemed to have elected not to sell their Shares, and IS Transferor shall be entitled to sell and transfer all IS Transferor Transfer Shares to the such third party mentioned in the Tag Notice on the same terms and conditions (including the price of the Shares) set out in the Tag Notice. If completion of the sale and transfer to third party does not take place within 3 (three) months following the service of the Tag Notice, the Promoter and/or Molbio right to sell IS Transferor Transfer Shares to such third party shall lapse and the provisions of this Clause 6.4 shall once again apply to any proposed sale by IS Transferor of its Shares to any third party.

6.5 <u>Promoters' & Molbio Inter-se Right of First Offer</u>

6.5.1 If any of the Promoters / Molbio ("**Selling Promoter/Molbio**") proposes to sell any of their Shares, to a Third Party, the Selling Promoter, shall be required to first offer such Shares to the other Promoters / Molbio ("**Promoters/Molbio' Inter-se Right of First Offer**") as provided in this Clause, except for a scenario where change in Control takes place at Molbio.

6.5.2 If a Selling Promoter / Molbio proposes to sell any of their Shares, or receives an offer from a Third Party to acquire all or any of their Shares and the Selling Promoter / Molbio intends to accept such offer, the Selling Promoter / Molbio shall send a written notice ("**Inter-se Transfer Notice**") to the other Promoters / Molbio, which notice shall state the number of its Shares to be sold ("**Inter-se Offered Shares**").

6.5.3 For a period of 30 (thirty) Business Days after receipt of an Inter-se Transfer Notice ("**Inter-se Offer Period**"), the other Promoters / Molbio shall have the right, exercisable through the delivery of an Inter-se Acceptance Notice as provided in sub-clause 6.5.4, to make an offer for all (and not part alone) of the Inter-se Offered Shares, indicating therein the price at which the other Promoters / Molbio or any of them intend to purchase the Inter-se Offered Shares which shall not be less than Fair Market Value of the Shares ("**Inter-se Offer Price**"). The parties agree and acknowledge that the cost of ascertaining the Fair Market Value for this Clause 6.5 shall be borne by the Company.

6.5.4 The above Promoters' / Molbio Inter-se Right of First Offer shall be exercisable by delivering a written notice of exercise (an "**Inter-se Acceptance Notice**") within the Inter-se Offer Period to the Selling Promoter / Molbio. The Inter-se Acceptance Notice shall include a statement that the Promoter / Molbio is willing to acquire all the Inter-se Offered Shares at the Inter-se Offer Price. An Inter-se Acceptance Notice shall be an irrevocable offer by the Promoter / Molbio to purchase the Inter-se Offered Shares at the Inter-se Offer Price. The failure of the Promoters / Molbio to give an Inter-se Acceptance Notice within the Inter-se Offer Period shall be deemed to be a waiver of the Promoters' / Molbio Inter-se Right of First Offer. If more than one Promoter / Molbio serves an Inter-se Acceptance Notice for acquisition of all the Inter-se Offered Shares, the shares will be purchased by the Promoter / Molbio in ratio of their shareholding.

6.5.5 If the Accepting Party serves an Acceptance Notice to the Promoter / Molbio within the Inter-se Offer Period, the Selling Promoter / Molbio shall, within 30 (thirty) Business Days ("**Inter-se Election Period**"), either elect to sell the Inter-se Offered Shares to the Accepting Party at the Inter-se Offer Price or reject the Accepting party's offer to purchase the Inter-se Offered Shares. If the Selling Promoter / Molbio elects to sell the Inter-se Offered Shares to the Accepting Party in accordance with the aforesaid, the provisions of Clause 6.5.6 below shall apply.

6.5.6 The closing of any purchase of Inter-se Offered Shares shall take place within 1 (one) month after the expiry of the Inter-se Election Period. Any stamp duty or transfer taxes or fees payable on the sale of any Inter-se Offered Shares shall be borne and paid by the Promoters / Molbio.

6.5.7 If the Selling Promoter / Molbio elects not to sell the Inter- se Offered Shares to the Accepting Party on receipt of an Inter-se Acceptance Notice in accordance with the provisions of Clause 6.5.4 above, the Selling Promoter / Molbio shall not be permitted to sell the Inter-se Offered Shares at a price lower than the Inter-se Offer Price to a Third Party.

6.6 Restrictions on Transfers by Promoters

6.6.1 Lock-In of Promoter Securities - Subject to Clause 6.4, the Promoters covenants, acknowledges and undertakes that they shall not Transfer any of their Securities in the Company, to any third party without Molbio' s consent and complying with the provisions of Clause 6.5.2.

6.6.2 Right of First Refusal - If any Promoter proposes to transfer, within the Remaining Shares Lock-in period or after the lock-in period under Clause 6.2.1, by way of sale all, or part of the securities held by them in the

Company (the "ROFR Offer Securities"), to any third party (the "Proposed Third Party Transferee"), then such Promoter shall, prior to executing any binding agreement with the Proposed Third Party Transferee, first give a written notice (the "ROFR Offer Notice") to Molbio to purchase any and up to all of the ROFR offer securities, on the terms and conditions agreed between such Promoter and the Proposed Third Party Transferee as detailed in the ROFR Offer Notice (the "right of first refusal").

6.6.3 <u>ROFR Offer Notice</u>

6.6.3.1 The ROFR Offer Notice shall inter alia, state / contain:

i. the number of ROFR Offer Securities proposed to be sold by such Promoter;

ii. the name and details of the Proposed Third Party Transferee;

iii. the terms and conditions of such sale, including price payable for the ROFR Offer Securities (the "**ROFR Offer Price**") at which the ROFR Offer Securities are sought to be Transferred, which shall only be payable in cash and certify that all material terms and conditions of such sale have been disclosed in the ROFR Offer Notice;

iv. the proposed date of consummation of the Transfer to the Proposed Third Party Transferee, if any;

v. a representation that such a transferee has agreed to purchase all the Securities required to be purchased in accordance with the terms and conditions set out in this Agreement; and

vi. a representation that there is no other arrangement or agreement between such Promoter, the Proposed Third Party Transferee and/or their respective Affiliates, including an arrangement for additional consideration, tangible or intangible, being provided, directly or indirectly, to such Promoter and/or to any of his Affiliates.

6.6.3.2 Within a period of 30 (thirty) Business Days after receipt of a ROFR Offer Notice (the "ROFR Offer Period"), Molbio (either directly or through its Affiliates) shall have the Right of First Refusal, exercisable through the delivery of an acceptance notice (the "ROFR Acceptance Notice"), to purchase any and up to all of the ROFR Offer Securities, at a purchase price equal to or higher than the ROFR Offer Price and on the other terms and conditions set forth in the ROFR Offer Notice.

6.6.3.3 The Right of First Refusal of Molbio (either directly or through an Affiliate) under this Clause shall be exercisable by delivering the ROFR Acceptance Notice within the ROFR Offer Period to such Promoter. The ROFR Acceptance Notice shall state that Molbio is willing to acquire the ROFR Offer Securities at the ROFR Offer Price.

6.6.3.4. In the event that Molbio (either directly or through its Affiliates) exercise the Right of First Refusal, to purchase any and up to all of the ROFR Offer Securities, then the purchase of ROFR Offer Securities shall be completed by the Promoter within 30 (thirty) Business Days from the date of the ROFR Acceptance Notice ("ROFR Completion Period").

6.6.3.5. In the event that Molbio declines to purchase the ROFR Offer Securities or does not exercise its right to purchase all of the ROFR Offer Securities within the ROFR Offer Period by issuing the ROFR Acceptance Notice or fails to purchase ROFR Offer Securities within the ROFR Completion Period, then such Promoter shall be free to sell the balance ROFR Offer Securities to the Proposed Third Party Transferee at a price not less than the ROFR Offer Price.

6.6.3.6. The sale to the Proposed Third Party Transferee under this Clause must be completed within 90 (Ninety) Business Days from the expiry of the ROFR Offer Period or 90 (Ninety) Business Days from the ROFR Completion Period in case Molbio fails to Purchase ROFR Offer Securities. All Parties shall be required to provide necessary co-operation as reasonably requested to facilitate the Transfer of the ROFR Offer Securities to the Proposed Third Party Transferee. If the relevant Promoter and the Proposed Third Party Transferee fail to consummate the sale of the ROFR Offer Securities within the time period stipulated under this Clause, then the Right of First Refusal shall re-apply in case of any sale of the Securities by the Promoter to Third Parties.

6.6.3.7. A copy of all notices required to be given under this Clause shall be delivered concurrently to the Company.

6.6.4 Accelerated Call Option

(a) The parties hereby agree and acknowledge that, Molbio shall have the right to purchase the Shares of "Individual Shareholders" or "Continuing Promoters" and such Share Holders shall be obligated to sell the relevant Promoters' shares as may be requested by Molbio in accordance with the terms of this agreement.

(b) Notwithstanding anything to the contrary as set out under the Transaction Documents, Molbio shall have the right to require the Continuing Shareholders and / or Promoters to Transfer, at any time, any or all of the relevant Promoters' Shares held by the Continuing Shareholders and / or Promoters ("Accelerated Call Option Shares") to Molbio or to its nominee ("Accelerated Call Option") for a purchase consideration which shall be determined based on the prevailing "Fair Market Value" ("Accelerated Call Option Price"). Provided, in case Molbio desires to exercise its "Accelerated Call Option" before completion of 3 years from the "Effective Date" then the "Accelerated Call Option Price" shall be determined at 1.5x of the prevailing "Fair Market Value" or such other price as negotiated by Molbio and Promoters.

6.7 <u>Transfer by Molbio</u>

Molbio shall at all times be at liberty to sell, transfer or otherwise dispose of all or any of its securities and all rights attached to its securities, in favour of any person (including their respective affiliate) in accordance with the terms of this agreement.

6.8 <u>Tag Along Rights:</u>

6.8.1 Subject to other terms and conditions set out in this Agreement, in the event of Transfer of Securities **("Transfer Securities")** by Molbio **("Tag Seller"),** to any proposed buyer **("Tag Purchaser"),** then each of the Continuing Promoters **("Tagging Shareholder(s)")** shall have a right to sell their Shares that represent their "Tag -Along Allotment" as on the date of such sale and as a part of such sale, on the same price and on the same terms as the proposed sale by the Tag Seller **("Tag Along Right").**

6.8.2 Each Tagging Shareholder's "Tag-Along Allotment" means such number of shares held by the respective Continuing Promoter on such date.

6.8.3 To facilitate the Tag Along Right of the Tagging Shareholders, the Tag Seller shall, send a written notice to the Tagging Shareholder(s) ("Tag Offer Notice"). The Tag Offer Notice shall inter alia, state/contain:

a. The number of Securities proposed to be sold by the Tag Purchaser;
b. The name and details of the Tag Purchaser;
c. The terms and conditions of such sale, including the price per Equity Share payable for the Securities by the Tag Purchaser that are sought to be sold and transferred which shall only be payable in cash and certify that all material terms and conditions of such sale have been disclosed in the Tag Offer Notice;

d. The proposed date of consummation of the Transfer to the Tag Purchaser, if any;

e. A representation that the Tag Purchaser has been made aware of the fact of the existence of the Tagging Shareholders' Tag Along Right and that such a transferee has agreed to purchase all the Securities required to be purchased in accordance with the terms and conditions set out in this Agreement, including this Clause 6.8.3, in case the Tag Along Right is triggered by the relevant Tagging Shareholder, and that the Tag Purchaser has expressly agreed to execute a Deed of Adherence; and

f. A representation that there is no other arrangement or agreement between the Tag Seller, the Tag Purchaser and/or their respective Affiliates, including an arrangement for additional consideration, tangible or intangible, being provided, directly or indirectly, to the Tag Seller and/or to any of their Affiliates.

6.8.4 In the event that a Tagging Shareholder elects to exercise its Tag Along Right, it shall deliver a written notice ("Tag Acceptance Notice") to the Tag Purchaser specifying the number of Securities ("Tagged Securities") the Tagging Shareholder intends to sell to the Tag Purchaser, within 30 (thirty) days from the receipt of the Tag Offer Notice (such period, the "Tag Acceptance Period"). Upon issuance of the Tag Acceptance Notice, the Tagging Shareholder shall be deemed to have exercised its Tag Along Right. The sale and purchase of the Tagged Securities pursuant to the exercise of the Tag Along Right shall be completed within 90 (ninety) days from the expiry of the Tag Acceptance Period simultaneously with the Transfer of the Transfer Securities by the Tag Seller.

6.8.5 In the event no Tagging Shareholder exercises its Tag Along Right within the Tag Acceptance Period, the Tag Seller shall complete the sale of the Transfer Securities to the Tag Purchaser within 90 (ninety) days of the expiry of the Tag Acceptance Period on the same terms and at the same price as specified in the Tag Offer Notice, failing which the procedure set out in this Clause 6.8 shall be repeated.

6.8.6 Nothing contained in this Clause 6.8 (Transfer of Securities) above shall apply in case of any Transfer by Molbio to an Affiliate or pursuant to any group restructuring by Molbio.

7. EXIT RIGHTS AND OBLIGATION

7.1. Within 36 (Thirty Six months) from the Closing Date, the Company shall have an obligation, to buy back the Remaining Shares of the Individual Shareholders and provide them a full and complete exit, in accordance with this Clause by the Company Buying back the Remaining Shares of the Individual Shareholders:

7.2 Exit Value: -

(a) The transaction contemplated under clause 7.1 above shall be at a price higher of face value of the Shares or at a value to be arrived based on the "PF LLP Exit Value", as stated clause 7.2 (b) in the Shareholders' Agreement executed between the Parties with respect to Prognosys Medical Systems Private Limited.

(b) The Total aggregate consideration payable for the Remaining Shares of the Individual Shareholders shall not be more than the PF LLP Exit Value as defined in Shareholders' Agreement executed between the Parties with respect to Prognosys Medical Systems Private Limited.

7.3 Subject to satisfaction of condition under clause 7.1 above, the Company shall have a right and Individual Shareholders shall have an obligation to sell their shares when the offer is made by the Company for buy-back.

7.4 Liquidation Preference

7.4.1 In the event any one or more of the following:

(i) Any liquidation, dissolution or winding-up of the Company either voluntary or involuntary.

(ii) Any acquisition of the Company, unless mutually agreed upon by the Promoters and the Investor, by means of a merger, acquisition, in which the Shareholders of the Company do not own a majority of the outstanding Shares of the surviving entity.

(iii) Any sale of all or substantially all of the assets of the Company, unless mutually agreed upon by the Promoters and Molbio;

any of the above a "**Liquidation**" events, the total proceeds from such event remaining after discharging the liabilities of the Company, shall be distributed, firstly to Individual Shareholders as determined under Clause 7.2 above and balance remaining shall be distributed to the remaining equity shareholders.

7.4.2. Individual Shareholders shall have a liquidation preference before that of the Promoters and Molbio.

8. OTHER RIGHTS AND OBLIGATIONS OF THE SHAREHOLDERS

8.1 **Anti-Dilution Rights**

a) Subject to any Shares issued pursuant to (a) ESOP Scheme; or (b) to an IPO (each an "**Exempted Issuance**"), that may be approved by both Molbio and the Promoters), the Parties agree that the Exit value of shares of Continuing Shareholders shall be protected.

b) The Parties shall do all acts and things necessary to ensure that no Dilution Event,) is implemented before finalizing the manner and mechanism to protect the "**EXIT VALUE**" of the "Shares of Continuing Shareholders".

8.2 In the event the Company is desirous of raising Capital in excess of INR 25,00,00,000 (Rupees Twenty Five Crores), by issuing any Dilution Instrument (including by way of a preferential issue) ("**Proposed Issuance**"), the Company, Promoters and Molbio hereby agrees to fulfil their obligation under Clause 7.1 before they undertake any "Proposed Issuance".

8.3 Company agrees and undertakes that it shall not issue any securities in contravention of the provisions of this Agreement.

9. FINANCIAL INFORMATION

9.1 Subject to Applicable law, the Company shall provide to each of the parties the following information:

9.1.1 Unaudited financials as on 30th November 2022 to all the parties, after making necessary provisions for all pending expenses, interest, depreciation, bad debts, stock write offs, etc.

9.1.2 reviewed quarterly Financial Statements and operating reports of the Company, prepared in accordance with GAAP/IND AS, as may be applicable, as soon as available, and in any event within 45 (forty-five) days of the end of each fiscal quarter.

9.1.3 un-audited monthly Financial Statements and operating reports of the Company, prepared in accordance with GAAP, as soon as available, and in any event within 30 (thirty) days of the end of each month.

9.1.4 the Budget for the next fiscal year as soon as available, and in any event at least 30 (thirty) days prior to the end of each fiscal year;

9.1.5 audited annual Financial Statements of the Company, prepared in accordance with GAAP, including cash flow statements, reports of the auditors and Directors, as soon as available, and in any event within 60 (sixty) calendar days of fiscal year end;

9.1.6 details of any litigation, (including any winding-up proceedings or notices under any enactment or regulation) proceedings, material disputes, or adverse changes that impede or are likely to adversely affect the Company's Business, assets, income or otherwise as and when such information becomes known to the Company or details of any circumstances that may reasonably be expected to give rise to such litigation, proceedings, disputes, or adverse changes.

9.1.7 any internal and external reports of the Company prepared by the consultants engaged by the Company which provide that an event has occurred that could have a material adverse impact on the Business and operations of the Company.

9.1.8 such additional information as may be reasonably requested by any of the directors (including without limitation, minutes of Board meetings, information provided to Indian authorities, other Shareholders or prospective shareholders, etc.

9.2 The Financial Statements delivered pursuant to clauses hereinabove shall be accompanied by a certificate of the Company's chief financial officer (or, if the Company does not at such time have a chief financial officer, by its president or chief executive officer or a Director) stating that such statements have been prepared in accordance with GAAP consistently applied (except as noted) and fairly present the financial condition and results of operations of the Company at the date thereof and for the periods covered thereby.

9.3 The Company agrees to promptly notify each of the Investors of (i) any material audit, examination or judicial or administrative proceeding with respect to Taxes, and (ii) any other material decision that must be made by the Company with respect to the calculation of taxable income, loss or other tax base of the Company.

9.4 Subject to Applicable Law, the Company shall give full access to all the parties and their authorized representatives (including lawyers, accountants, auditors and other professional advisors) to visit and inspect all properties, assets, corporate, financial and other records, reports, books, contracts and commitments of the Company (and make copies thereof or extracts therefrom), and to discuss and consult its business, actions plans, accounts, budgets and finances with the Directors and executive officers of the Company, and upon reasonable notice.

9.5 Accounting Principles

The Company shall prepare its accounts and other Financial Statements in accordance with GAAP/IND-AS. There shall be no change in the Company's accounting policies without the prior written consent of the Shareholders.

9.6 Accounting Year

All financial records of the Company shall be maintained in the English language and the accounting year of the Company shall begin on 1st April and end on 31st March of the following year.

9.7 Books and Records and MIS

(a) The Company shall at all times maintain proper books of account and records, which shall contain accurate and complete records of all transactions, receipts, expenses, assets and liabilities of the Company (as the case maybe). Such books and records shall be open for inspection by members of the Board.

(b) The Company shall implement a management information system (MIS) in consultation with and to the satisfaction of the parties and prepare periodical reports in the formats prepared by and of a periodicity approved by the parties.

9.8 Notice of Changes

The Company will promptly notify each of the parties of any material adverse change in the business or financial condition of the Company of any material event or litigation or governmental proceeding or investigation pending or, to the best knowledge of the Company, threatened against the Company, to the knowledge of the Company against any officer, director, key employee or Promoter that is reasonably expected to have a material adverse effect on the Business , taken as a whole, and management's proposed response thereto.

9.9 Auditors

The Company shall appoint M/s. Ernst & Young, its affiliated or any other CA firm as suggested by Molbio as its statutory auditor in consultation with and subject to the prior approval of the shareholders, for and from the financial year ending 2024.

10. COVENANTS OF THE COMPANY

The Company covenant, on the date of this Agreement as follows:

10.1 Promoter status

The Company and the Promoters undertake and agree that they shall ensure that Molbio shall not be named or deemed as a 'Promoter' of the Company in the prospectus, or any other documents related to a public offering or otherwise nor shall any declaration be made to this effect. None of the obligations of a Promoter under the Applicable Law including the SEBI ICDR Regulations in respect of public offerings or otherwise shall be applicable to Molbio. For purposes of this Clause, the term "Promoter" shall have the meaning given to such term in the SEBI ICDR Regulations.

10.2 Intellectual Property Protection

The Company shall, take all reasonable steps promptly to protect their intellectual property rights, including registering all their trademarks, brand names and copyrights without limitation. The Promoters shall transfer and where owned by its Affiliates, cause to be transferred, any intellectual property rights used by the Company but owned by the Promoters or any of their Affiliates. For the purpose of this Clause, intellectual property rights shall mean all patents, copyrights, trademarks, registered designs, trade and business names, logos, other marks, slogans, internet domain names (together with all goodwill associated with each of the foregoing), supply, distributorship, agency and other like agreements, inventions, discoveries, improvements, designs, techniques, rights in databases and documentation, computer programs, proprietary computer software and other confidential processes and information, trade secrets and Know-how, all other intellectual property rights and registrations, applications and renewals for any of those rights (where such registration, applications or renewals can be made) and any licenses in respect of any of the foregoing or in connection with any of the same, situated in any country and the benefit of any of the foregoing (in each case whether registered or unregistered and including applications for the grant of any of the foregoing and the right to apply for any of the foregoing in any part of the world).

10.3 Non-Compete and Non-Solicitation

10.3.1. During the subsistence of the Agreement, the Promoters and Molbio hereby irrevocably and unconditionally undertake that they shall not, directly or indirectly whether as individuals, through a partnership or as shareholders, joint venture partners, collaborators, consultants, advisors, contractor, directors, trustees, committee members, office bearers or agents or in any other manner whatsoever:

(a) carry on or engage in, be employed by or otherwise be interested in, whether for profit or otherwise, in any business which is the same or similar to or competes with the whole or any part of the Business; and

(b) either on their own account or in conjunction with or on behalf of any other Person, directly or indirectly, solicit any customers, suppliers, service providers or employees of the Company for a period of 2 (two) years after the termination of this Agreement

10.3.2. The Parties agree and acknowledge that each of the restrictions set out in this Agreement is essential for preserving the legitimate, proprietary interest of the Company in its business, and is reasonable in relation to subject matter, time period and geographical area, and (i) waives any objection thereto and (ii) covenants not to institute any suit or proceeding or otherwise advance any position or contention to the contrary against the Company or otherwise.

10.3.3. Whilst the provisions of this Agreement are considered by the parties to be reasonable in all circumstances, the Parties agree that if any of the provisions should be held by a court or tribunal of competent standing to be invalid as an unreasonable restraint of trade (but would have been valid if part of the wording had been deleted or the period reduced or the range of activities or geographical area reduced in scope) the provisions of this Clause 10.3.3 shall apply with such modifications (which would be deemed to have been made) as are necessary to make them valid and effectively enforceable by a court or tribunal of competent jurisdiction.

10.4 Related Party Transactions

10.4.1 All Related Party Transactions between the Company and its Related Parties shall be on an arm's length basis and such basis and norms thereof shall be pre decided and approved by the Board before the transactions are undertaken by the Company. The Parties agree that the any such Related Party Transactions not on an arm's length basis will be subject to the prior approval of the Investor. The Company shall not transact or undertake Related Party Transactions without obtaining the prior written consent of the board in respect thereof.

10.4.2 Any loans advanced by the Company to the Promoters or any of their relatives or Affiliates shall be on an arm's length basis and after obtaining the prior written consent of the board.

11. REPRESENTATIONS AND WARRANTIES

11.1 Each Party represents, severally and not jointly, to the other party hereto that:

11.1.1. Such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organized with limited liability existing and is in good standing under the laws of the jurisdiction of its incorporation or organization;

11.1.2. the execution and delivery by such Party of this Agreement and the performance by such Party of the Transaction has been duly authorized by all necessary corporate or other action of such Party;

11.1.3. assuming the due authorization, execution, and delivery hereof by the other Parties, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting Party rights generally; and

11.1.4. the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not: (i) violate any provision of the Charter Documents of such Party; (ii) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority or any other Person pursuant to any instrument, contract or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already duly obtained or made, except as specified in this Agreement; (iii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both) a default under, any instrument, contract or other agreement to which such Party is a party or by which such Party is bound; (iv) violate any order, judgment or decree against, or binding upon, such Party or upon its respective securities, properties or businesses; or (v) violate any Applicable Law.

11.2 Each of the Parties hereto agrees that the representations and warranties set forth in this Clause 11 shall survive the execution and delivery of this Agreement.

12. TERM, TERMINATION AND BREACH OF THE AGREEMENT

12.1. This Agreement shall terminate automatically on the any of the shareholders selling all the substantially all their shares held by them in the Company.

12.2. If either the Company, or any parties to this agreement commit a breach of any of the provisions of this Agreement, and such breach, if capable of remedy, is not remedied within 30 (thirty) Business Days from the date of issuance of a notice complaining of such breach by the other party.

13. CONFIDENTIAL INFORMATION

13.1 <u>Confidential Information</u>

For purposes of this Agreement, "**Confidential Information**" shall mean all documents and information, whether written or oral, disclosed by a Party (in either case "**Owner**") to the receiving Party ("**Recipient**") relating to the Owner which is confidential, proprietary and/or not generally available to the public, including, but not limited to information relating in whole or in part to services, business plans and strategies, marketing ideas and concepts, financial data, legal and regulatory affairs, employees, customer and supplier lists, relationship with third parties. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by the Recipient which contain, reflect, or are based, in whole or in part, on the Confidential Information.

Notwithstanding the foregoing, information shall not be deemed confidential, and the Recipient shall have no obligation with respect to any such information which:

(a) is already known to the Recipient; or

(b) is or becomes publicly known through no negligence or other wrongful act of the Recipient, or

(c) is received by the Recipient from a Third Party not known to the Recipient having a similar restriction and being in breach of this Agreement, or

(d) is independently developed by the Recipient.

13.2 <u>Treatment of Confidential Information</u>

The Recipient shall keep confidential and will not disclose to the Third Parties, the Confidential Information received from, or made available by, the Owner and will use the same level of care with respect to the Confidential Information as Recipient employs with respect to its own proprietary and confidential information of like importance, and will not use such Confidential Information for any purpose other than the performance of its obligations and only pursuant to duly executed non- disclosure agreements under this Agreement provided that, each Recipient may disclose to its professional advisors, representatives, agents, directors including alternate directors, officers, employees, shareholders or potential buyers if a Party's interest in the Company (collectively "Representatives"), if so required provided that such Representatives are made aware of the confidential nature of the Confidential Information.

13.3 <u>Notice Prior to Disclosure</u>

If the Recipient is required by or requested under Applicable Law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) or the requirement of any Stock Exchange to disclose any Confidential Information, Recipient or its Representatives will to the extent practicable and permitted by law promptly notify the Owner of such request or requirement. If the Recipient is compelled to disclose the Confidential Information, the Recipient may disclose only so much of the Confidential Information to the Party compelling disclosure as is practicable and permitted by law.

13.4 <u>Exercise of Due Diligence</u>

Each Party shall ensure that any of its Representatives involved in or otherwise having knowledge of any Confidential Information shall comply with the obligations set forth in this Clause 13.

13.5 <u>Development of Proprietary Information</u>

Any proprietary information/patents developed by the Company shall remain the property of the Company, and on dissolution of the Company, may be shared by the Parties in proportion to their Shareholdings in the Company.

14. INDEMNIFICATION

14.1 The Company shall indemnify and hold harmless Molbio and Molbio directors, in respect of any and all costs, claims, losses, damages and expenses which may be incurred or suffered by Molbio and / or Molbio directors as a result of or arising out of prosecuting, defending, settling or investigating:

14.1.1 any threatened, pending, or completed claim, demand, inquiry, investigation, action, suit or proceeding, whether formal or informal or brought against the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, in which Molbio may be or may have been involved as a party or otherwise, arising out of the fact that Molbio or Molbio directors are, or were, a shareholders the Company, or any of its Affiliates served as a director, officer, employee, independent contractor of the Company.

14.1.2. any expense, interest, assessment, fine, tax, judgment or settlement payment arising out of or incident to any of the matters indemnified against in this Agreement including reasonable fees and disbursements of legal counsel, experts, accountants, consultants, and investigators (before and at trial and in appellate proceedings).

14.1.3. any claim, suit or proceeding alleging violation of any applicable law in India by the Company including but not limited to labour laws, direct and indirect tax laws, export laws, laws relating to foreign exchange etc.

14.2. Notwithstanding anything to the contrary contained herein, each Party shall use best efforts to avoid or limit damage or loss giving rise to the other Party's indemnification or other liability under this Agreement.

15. GOVERNING LAW AND ARBITRATION

15.1 Governing Law

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws.

15.2 Arbitration

15.2.1. The Parties hereto irrevocably agree that any dispute, controversy, or claim arising out of, relating to or in connection with this Agreement (including any provision of any exhibit, annex or Schedule hereto) or the existence, breach, termination or validity hereof (a "Dispute") shall be finally settled by arbitration.

15.2.2. The dispute shall be referred to a sole arbitrator to be appointed mutually between the disputing parties under the provisions of the Arbitration and Conciliation Act, 1996, as amended.

15.2.3. The venue and seat of arbitration shall be Bangalore, India. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

15.2.4. The arbitration award will be final and binding upon the parties, and each disputing party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise. The arbitral tribunal shall be entitled to pass interim orders and awards, and such orders would be enforceable in competent courts. The arbitral tribunal shall give a reasoned award.

Nothing in this Clauses 15.2.1 to 15.2.4 shall prevent the Parties from obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof). Any request for such provisional measures by a Party to a court shall not be deemed a waiver of this agreement to arbitrate. In addition, the Tribunal may, at the request of a Party, order provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof) and the Parties shall be able to enforce the terms and provisions of such orders in any court having jurisdiction.

Unless the Parties otherwise agree, all submissions and awards in relation to arbitration under this Agreement shall be made in English and all arbitration proceedings and all pleadings shall be in English. Original documents in English or any other language may be submitted as evidence in their original language. Witnesses not fluent in English may give evidence in their native tongue (with appropriate translation). Original documents in a language other than English shall be submitted as evidence in English translation, accompanied by the respective original or true copies thereof.

15.3 Each Party to arbitration hereunder shall pay its own legal fees and expenses incurred in connection with the arbitration and the expenses of any witness produced by it. The cost of any stenographic record and all transcripts thereof shall be prorated equally among all Parties ordering copies and shall be paid by such Parties directly to the reporting agency. All other expenses of the arbitrators and the expenses of any witness or the cost of any proof produced at the request of the arbitrator shall be borne as determined by the Tribunal.

16. MISCELLANEOUS

16.1 No Partnership

Nothing herein contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself/himself out as an agent for any other Party, except with the prior written consent of the other Party.

16.2 Time

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

16.3 Independent Rights

Except as otherwise stated hereinabove, each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of the Parties, whether under this Agreement or otherwise.

16.4 Assignment

Except as provided in this Agreement, the Parties shall not assign any of their rights, liabilities, or obligations under this Agreement, without the prior written consent of the other Parties. Notwithstanding any other provision to the contrary, Molbio may assign any or all of their respective rights, liabilities and obligations under this Agreement to any of their Affiliates or to a transferee of Molbio Shares in accordance with this Agreement, subject to the Affiliate/transferee executing a Deed of Adherence and receiving consent from Molbio for the said assignment.

16.5 Severability

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected and any such provision, to the extent invalid or unenforceable, shall be replaced by a valid or enforceable provision which comes closest to the intention of the parties underlying such invalid or unenforceable provision.

16.6 Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

16.7 Legal and Prior Rights

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the termination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and Claims of any Party hereto, which shall or may have accrued prior thereto.

16.8 Waiver

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any prior, concurrent, or subsequent breach of that or any other provision hereof.

16.9 Amendments

No modification, alteration, or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by the Parties.

16.10 Variation

No variation of this Agreement shall be binding on any Party unless, and to the extent that such variation is recorded in a written document executed by such Party, but where any such document exists and is so signed such Party shall not allege that such document is not binding by virtue of an absence of consideration.

16.11 Counterparts

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

16.12 No Agency

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party.

16.13 Notices

a) All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, postage prepaid or transmitted by facsimile transmission or e-mail or courier to the other Parties at the address indicated below.

b) Any notice required or authorized to be given by any Party to the other Parties under this Agreement may unless explicitly stated differently be given by being delivered to the address of the Party to whom such notice is to be given as set forth below or sent by prepaid registered air mail or recognized overnight courier service, fax or e-mail addressed to such address. Notices shall be deemed to, after being transmitted, be given when actually received or if transmitted by fax or e-mail, upon transmittal, provided sufficient evidence of dispatch can be demonstrated in the event of dispute.

c) The initial address and facsimile for the Parties for the purposes of the Agreement are:

If to Krishna Prasad:
Attn: V Krishna Prasad
Address: #248, 4th Main Road, Chamarajpet, Bangalore - 560018
Email: krishna.prasad@prognosysmedical.com,
Telephone: 9845290091

If to Ashok Prahlad:
Attn: Ashok Prahlad
Address: #141, 43rd Cross, Jayanagar, 8th Block, Bangalore 560070
Email: pashok@chayagraphics.com

If to M S Keshava:
Attn: M S Keshava
Address: VK Commerce, No 8, 3rd Main Road, Rajajinagar Indl Estate
Rajajinagar, Bangalore 560010
Email: keshava@vkca.com

If to Vinay Mruthyunjaya
Attn: Vinay Mruthyunjaya
Address: VK Commerce, No 8, 3rd Main Road, Rajajinagar Indl Estate
Email: vinay@vkca.com

If to Continuing Shareholders
Sunil Monga
Address: No.201, Express Building, H Block Market, Ashok Vihar, Phase I, Delhi
Email: linusagnom@gmail.com

If to the Company:
Name: Prognosys Healthcare (India) Private Limited
Address: # 249, 4th Main Road, Chamarajpet, Bangalore - 560018
Attn: V Krishna Prasad
Email: krishna.prasad@prognosysmedical.com,
Telephone: 080-26665180

If to Molbio:
Name: Molbio Diagnostics Private Limited
Address: Plot no L-46, Phase II-D Verna Industrial Area, Salcete, South Goa, 403722
Email: nsriram@molbiodiagnostics.com

16.14 Entire Agreement

This Agreement together with the exhibits and schedules hereto and the other Transaction Documents constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties as Shareholders and cancels and except for the Share Subscription Cum Share Purchase Agreement, supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

16.15 Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party other than the Parties' legal heirs, successors or permitted assignees any right, remedy or claim under or by reason of this Agreement or any part hereof.

16.16 Successors

The provisions of this Agreement shall endure 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, de-merger, acquisition, or death of any Party) and legal representatives, provided, however, the successor or legal representative shall sign a Deed of Adherence.

16.17 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted by Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party.

16.18 Application of this Agreement

The terms of this Agreement shall apply mutatis mutandis to:

16.18.1 any shares which may be received by the Shareholders resulting from any conversion, reclassification, re-designation, subdivision or consolidation or other change of the Shares; and

16.18.2 any successor body corporate as a result of any merger, amalgamation, arrangement or other reorganization of or including the Company;

16.18.3 and prior to any such action being taken, the Parties shall give due consideration to any changes which may be required to this Agreement in order to give effect to the intent of this Clause 16.

16.19 Independence of the Parties with respect of each other and of the Company

Each Shareholder is and shall remain independent. None of the Shareholders or any of their respective Affiliates shall be considered an agent of the other, nor shall they have authority to enter any contract or any obligation for or make any warranty or representation on behalf of the other, or the Company.

16.20 No objection

Each Promoter/Molbio and the Company hereby grant their consent and no-objection to any future investments/ joint venture or technical/ financial collaborations or any other collaborations by Molbio and/or any of their Affiliates in business/ entities engaged in businesses, which are in the same field (present or future) as the Company and/or any Promoter and/ or any of their respective Affiliates. Accordingly, each Promoter and the Company have provided to Molbio on the date hereof a no objection certificate to Molbio in accordance with the provisions of the Share Subscription Agreement. For the avoidance of doubt, it is clarified that the obligations of the Promoters and the Company under this Clause 16.20 hereof, shall remain in full force and effect and shall not in any manner be prejudiced by the provision of this Clause. The provisions of this Clause 16.20 shall survive the termination of this Agreement.

16.21 Injunctive Relief

Each Party hereto acknowledges that it will be impossible to measure in money the damages that would be suffered if any Party fails to comply with any of the obligations herein imposed on such Party and that in the event of any such failure, an aggrieved Person will be irreparably harmed and will not have an adequate remedy under Applicable Law. Any such Person shall, therefore, be entitled to injunctive relief and/or specific performance to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defence that there is an adequate remedy under Applicable Law.

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

FOR AND ON BEHALF OF PROGNOSYS HEALTHCARE (INDIA) PRIVATE LIMITED

NAME: V KRISHNA PRASAD
Designation: Director
Board resolution dated: ____________________

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

FOR AND ON BEHALF OF MOLBIO DIAGNOSTICS PRIVATE LIMITED

NAME: SRIRAM NATARAJAN
Designation: Director
Board resolution dated: ___________________

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

V KRISHNA PRASAD
Individual Promoter

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

ASHOK PRAHLAD
Individual Promoter

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

M S KESHAVA
Individual Promoter

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

VINAY MRUTHYUNJAYA
Individual Promoter

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

SUNIL MONGA
Continuing Shareholder

IN WITNESS WHEREOF this Shareholders Agreement is signed, sealed, and delivered by the parties named above.

POONAM MONGA
Continuing Shareholder

SCHEDULE 1 – PART A - LIST OF INDIVIDUAL SHAREHOLDERS

SL No.	Shareholder	Number (Equity Shares)
1	Mr Sunil Monga	714
2	Mrs Poonam Monga	380

SCHEDULE 1 – PART B - LIST OF CONTINUING PROMOTERS

SL No.	Shareholder	Number (Equity Shares)
1	Mr Prahlad Ashok	471
2	Mr Keshava M S	236
3	Mr Krishna Prasad V	4,458
4	Mr Vinay Mruthyunjaya	236

SCHEDULE 2 – DEFINITIONS

"**Act or Companies Act"** shall mean the Companies Act, 1956 and any statutory modifications, amendments, or re-enactments thereto from time to time and after the notification by the Central Government in the Official Gazette of the appointment of the date on which the provisions of the Companies Act, 2013 will come into force, the Companies Act, 2013.

"**Adjourned Board Meeting**" shall have the meaning given to it in Clause 4.7.3(b).

"**Adjourned Shareholders Meeting**" shall have the meaning given to it in Clause 4.8.1(b).

"**Affiliate**" of a Party shall mean (i) in the case of any Party other than a natural person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with such Party; (ii) in the case of any Party that is a natural person, any other Person who is a Relative of such Party.

"**Applicable Law**" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, judgment, decree, injunction, or any interpretation, determination, award, permit, license, authorization, directive requirement, ruling or decision of, agreement with, or by a Governmental Authority.

"**Articles**" shall mean the Articles of Association of a company, as amended, replaced, and restated from time to time.

"**Board**" means the Board of Directors of the Company.

"**Budget**" shall have the meaning given to it in Clause 5.4.

"**Business**" shall have the meaning given to it in Recital A.

"**Business Day**" shall mean a day of the week (excluding Saturday, Sunday, and public holidays), on which commercial banks are open for business in the cities of Port Louis, Mauritius and Bangalore, India.

"**Business Plan**" shall mean the business plan or any of the Subsequent Business Plans as the case may be.

"**Charter Documents**" shall mean collectively the Articles and the Memorandum.

"**Claims**" shall mean any demand, action, cause of action, damages, loss, costs, liability, or expense, including, without limitation, reasonable professional fees and all costs incurred in pursuing any of the foregoing or any proceeding relating to any of the foregoing.

"Class A Shares" shall mean Equity Shares with one vote per fully paid-up Equity Share and with right to dividends.

"**Closing Date**" shall mean the date on which Closing occurs in accordance with the Share Subscription Agreement.

"**Compensation Committee**" shall have the meaning given to it in clause 4.2.2.

"**Confidential Information**" shall have the meaning given to it in Clause 13.1.

"**Controlling**", "**Controlled by**" **or** "**Control**" with respect to any Person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person, or (b) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent) and a contractual shareholder or director veto right in management matters.

"Continuing Shareholders" shall mean Individual Shareholders, person listed in Schedule 1 (PART-B).

"**Dilution Event**" shall mean the event of any share split, bonus shares, extraordinary share dividends, consolidation of shares, combinations or recapitalizations or any other event that would lead to the dilution of the value of the Shares held by the Shareholders.

"**Dilution Instruments**" shall mean Equity Shares, Preference Shares or any rights, options including option under employees' stock option schemes, warrants, debentures, securities, appreciation rights or instruments entitling the holder to receive any Equity Shares or any options to purchase or rights to subscribe to securities, by their term convertible into, or exchangeable for, Equity Shares.

"**Directors**" shall mean the members of the Board of the Company (including any duly appointed alternate director).

"**Dispute**" shall have the meaning given to it in Clause 15.2.1 hereof.

"**Disputed Expenditure**" shall have the meaning given to it in Clause 15.2.4.

"**Electronic Mode**" shall mean any video conferencing facility i.e., audio visual electronic communication facility employed by the Company which enables all persons participating in that meeting to communicate concurrently with each other without an intermediary and to participate effectively in the meeting.

"**Encumbrance**" shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is

not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, (ii) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer or refusal or transfer restriction in favour of any Person; or (iii) any adverse claim as to title, possession or use and the term
"**Encumber**" shall be construed accordingly.

"**Equity Capital**" shall mean the aggregate of all authorised, issued and fully paid-up equity Shares and other equity securities of the Company from time to time.

"**Fair Market Value**" shall mean the fair market value of the Shares in accordance with the extant foreign exchange regulations as ascertained by any SEBI registered merchant banker or an IBBI Registered Valuer.

"**Financial Statements**" shall mean the balance sheet, profit and loss account and cash flow statement (including schedules, disclosures, and notes thereto) and such other statements required to be prepared by the Company and/or its subsidiaries under GAAP at the end of each accounting year or such other period as may be applicable.

"**Financial Year**" shall mean the period commencing on April 1 of any year and ending on March 31 of the subsequent year.

"**GAAP**" shall mean generally accepted accounting practices recommended by the Institute of Chartered Accountants of India and used by companies in India in the preparation of their audited accounts and financial statements.

"**Governmental Authority**" shall mean any government, any state or other political subdivision thereof, and includes any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, board, commission or instrumentality of India and/or any jurisdiction in which the Company conducts business, or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and, any governmental or non-governmental self-regulatory organization, agency or authority.

"**Group Companies**" shall mean Prognosys Medical Systems Private Limited, Companies under the same management and any other entity formed by splitting, de-merging, bifurcating, reconstructions, merger etc of any assets or business of Prognosys Medical Systems Private Limited, and shall include its successors, assigns and subsidiaries thereof.

"**IND-AS**" means the Indian Accounting Standards (IND-AS) issued under the Companies (Indian Accounting Standards) Rules, 2015 (as amended), together with any pronouncements issued under Applicable Law thereon from time to time and applied on a consistent basis and shall be deemed to include any alternate accounting principles in place of and in lieu of IND-AS for the relevant period, or any other accounting principles and/or standards that may have been applicable to the Company under Applicable Law from time to time;

"**Indebtedness**" means all of the obligations of the Company, (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for which interest charges are customarily paid, (iv) earnouts arising in connection with acquisitions, (v) under long-term capital leases, (vi) in respect of interest rate protection agreements (vii) as an account party in respect of letters of credit and bankers' acceptances, (viii) pertaining to any Indebtedness of Third Parties secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise to be secured by) any Encumbrances on property/ assets owned or acquired by the Company, (ix) in the nature of guarantees of Indebtedness of others, (x) inter-corporate loans, or (xi) for all accrued interest on any of the foregoing. Any contingent liabilities of the Company existing immediately prior to Closing which, if in existence on November 30, 2022 would have been required to have been reported thereon in accordance with GAAP on a balance sheet or the related notes thereto shall be deemed included within Indebtedness.

"**Initial Business Plan**" shall mean the business plan contained in Clause 5.1 which shall be effective April 1, 2023.

"**Key Personnel**" shall mean the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer and the Chief Technical Officer, Chief Research Officer of the Company or anyone occupying such positions, by whatever name called.

"**Memorandum**" shall mean the Memorandum of Association of a company, as amended from time to time.

"**Owner**" shall have the meaning given to it in Clause 13.1.

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu Undivided Family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.

"**Regulatory Approvals**" shall mean any approval, consent, permit, licence, authorisation, certificate, exemption, filing or registration or other requirement under Applicable Law including the approval of SEBI, Reserve Bank of India, the Stock Exchange(s) and/or the other Governmental Authorities required in the context of this Agreement.

"**Related Party**" shall mean a Related Party as defined in Accounting Standard 18 of the GAAP.

"**Related Party Transaction**" in relation to a Party shall mean a transaction with a Related Party.

"**Relative**" of any natural Person shall mean the spouse, son, daughter, father, and mother of such natural Person.

"Remaining Shares" Shall refer to the Shares that continues to be held by Mr. Sunil Monga (714 Equity Shares) and Mrs. Poonam Monga (380 Equity Shares).

"**Representative**" shall have the meaning given to it in Clause 13.2.

"**Rs.**", **"Rupees"** or "**INR**" shall mean the lawful currency of the Republic of India from time to time.

"**Selling Promoter**" shall have the meaning given to it in Clause 6.5.1.

"**Share Capital**" shall mean the aggregate of all authorised, issued and fully paid-up Shares and other securities of the Company from time to time.

"**Shareholder**" shall mean any Person who holds Shares in the Company.

"**Shareholding**" in reference to a Shareholder shall mean the Equity Shares of the Company held by that Shareholder.

"**Shares**" shall mean and refer to Equity Shares and Preference Shares of the Company.

"**Subsequent Business Plan**" shall have the meaning given to it in Clause 5.2.

"**Tax**" or "**Taxes**" shall mean any and all past, present and future claims for taxes, including without limitation, with respect to or on gross receipts, sales, turn-over, ad valorem or value addition, use, consumption, property, income, franchise, capital, occupation or payroll, license, excise, documents (such as stamp duties), profit, gains (including capital gains), severance, production, withholding, alternative or add-on minimum, transfer or environmental, and other customs and taxes, duties, assessments, charges or fees of any kind whatsoever, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Authority, howsoever imposed, withheld, levied, or assessed by any Governmental Authority or any other taxing authority.

"**Third Party**" shall mean any Person that is not a signatory to this Agreement (and with respect to the shall exclude any Affiliates of the Investor).

"**Transaction Documents**" shall mean this Agreement, the Share Subscription Agreement and such other documents, instruments and agreements delivered pursuant to or relating to the above and/or designated as such by the Parties.

"**Transfer**" shall mean any reference to a "Transfer" of Shares or other securities of the Company including any voting interests and shall include (i) any transfer or other disposition of the Shares or securities of the Company including voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such Shares or other securities of the Company 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; (iii) the granting of any security interest, lien, pledge/ mortgage, Encumbrance, hypothecation or charge or the imposition of any other Encumbrance in or extending or attaching to any interest or option therein.

SCHEDULE 3, PART A – POST CLOSING SHAREHOLDING PATTERN OF THE COMPANY

Sl. #	Name of the Shre Holder	No. of Shares	%ge
1	Mr Prahlad Ashok	471	2.92%
2	Mr Keshava M S	236	1.46%
3	Mr Krishna Prasad V	4,458	27.61%
4	Mr Vinay Mruthyunjaya	236	1.46%
5	Mr Sunil Monga	714	4.42%
6	Mrs Poonam Monga	380	2.35%
7	MolBio Diagnostics	9,651	59.77%
	Total	16,146	100.00%

SCHEDULE 3, PART B – POST BUY BACK SHAREHOLDING PATTERN OF THE COMPANY

Name of the Shre Holder	Post Buy back No. of Shares	%ge
Mr Prahlad Ashok	471	3.13%
Mr Keshava M S	236	1.57%
Mr Krishna Prasad V	4,458	29.62%
Mr Vinay Mruthyunjaya	236	1.57%
MolBio Diagnostics	9,651	64.12%
Total	15,052	100.00%

SCHEDULE 4- AFFIRMATIVE ITEMS

PART A – PROMOTERS SHAREHOLDER RESERVED ITEMS

1. Entering into any new business, other than the Business, or any new lines of business, or ceasing to carry on all or part of the Business.

2. Entering into any transaction or series of transactions with any Related Party, other than on an arms' length basis, other than any transactions with the Related Party which are permitted under the Transaction Documents.

3. Amending, modifying, restating, supplementing, or superseding its Charter Documents, other than in connection with a transaction permitted under the Transaction Documents.

4. Establishing or setting up any new subsidiary, joint venture, or partnership, or acquiring any shares, partnership interests or other equity interests of any other Person, other than as allowed under the Agreement.

5. Entering into any commitment or agreement for, or permitting, or consummating any acquisition, investment, merger, de-merger, consolidation, restructuring or reorganization which has a similar effect or approving, or implementing any other Adjustment Events excluding any fresh issuance of Equity Securities, other than investments in the ordinary course of business or in the course of treasury management purposes or per the Transaction Documents.

6. Proposing any resolutions or taking any steps towards voluntary winding up, dissolution or liquidation of the Company.

7. Appointment of agencies / professionals to determine "**Fair Market Value**" of the shares of the Company.

For avoidance of doubt, it is clarified that the Key Reserved Matters above will be applicable to all Subsidiaries of the Company from time to time, and in such case, all references in this Schedule to (a) the Company will be read and construed as references to such Subsidiary, and (b) any capitalised terms which are defined in this Agreement will be to such capitalised terms assuming that the word 'Company', if used in such definition, is construed with reference to such Subsidiary.

PART B – MOLBIO RESERVED ITEMS

RESERVED MATTERS TO BE APPROVED BY MOLBIO NOMINEES TO THE BOARD

1. Approval of the Business Plan or any alteration, deviation and/or change, either in part or full of the Business Plan or any expansion plan in respect of the Business;

2. Approval of annual accounts/financial statements of the Company and any subsidiaries

3. Establishment of any special reserves, provisions, or retentions not in the Ordinary Course of Business and application or utilization of the same, save and except as required by Applicable Law;

4. Any addition/ deletion to the off-balance sheet liability structure of the Company such as leasing, drawing on bank guarantees, etc. encumbrances, transfer, pledge, or creation of lien, in each case, which are not in the Ordinary Course of Business and are in accordance with Applicable Law;

5. Any change or variation in rights and/or obligations of Molbio under this Agreement or any of the other Transaction Documents;

6. Any changes to the Memorandum and Articles of Association of the Company;

7. Creation by the Company, of legal entities, joint ventures or partnership firms, mergers, de-mergers, spin-offs and consolidations, creation of any new subsidiaries, making acquisitions, strategic alliances, or any other similar reorganisations;

8. Any transactions with any Related Parties of the Company and/or the Promoters or any changes thereto;

9. Any change in the issued, subscribed or paid-up equity or preference share capital of the Company, or reorganization of the share capital of the Company, including new issuance of Equity Securities or other securities of the Company or redemption, retirement or repurchase of any Equity Securities or other securities of the Company or redemption, retirement or repurchase of any shares or other securities, issuance of convertible debentures or warrants, or grant of any options over its shares by the Company, including by way of any employee stock options or benefits for the employees of the Company;

10. Creating, establishing, amending, or modifying the terms of any employee shares or stock option plan or security option, pension, profit sharing, bonus, retirement, death, disability, incentive, compensation or other scheme or arrangement or benefit plan, in each case, for any director, officer or employee of the Company (including, the Key Managerial Persons).

11. Authorizing, registering, or recording any Transfer of Equity Securities, whether individually or in a series of related transactions, other than Transfers which are fully compliant with the provisions of this Agreement.

12. Changing the statutory auditors of the Company, or appointing or reappointing any statutory auditors, or changing the terms of appointment of any statutory auditors.

13. Changing the size, constitution or composition of the Board or any committees of the Board (including, the Key Committees), or establishing any new committees, or delegating any new powers or authorities to any committees, or modifying or changing any of their existing powers and authorities.

14. Dissolution, winding-up (including voluntary and involuntary) or liquidation of the Company or any of its subsidiaries or any restructuring or reorganization which has a similar effect;

15. Waiving, discharging, settling or Transferring any claim or right in respect of, or initiating any litigation or other proceedings, in respect of the Business or with the employees, consultants or advisors appointed or utilised by the Company in each case exceeding a threshold of Rs.10,00,000/- (Rupees Ten Lakhs) or settling any litigation or other proceedings of the Company involving non-monetary penalties.

16. Making any changes to the accounting or Tax policies, procedures or practices, or taking any other action with respect to Taxes or Tax returns (including making any Tax election or entering into any Tax sharing or similar agreement), except as mandatorily required under Applicable Law.

17. Listing of the Equity Securities of the Company on any of the Exchanges, buy back of any Equity Securities of the Company, distribution of dividend and/or distribution of profits/ commission other than dividend;

18. Any change in the statutory auditors and internal auditors of the Company;

19. (i) incurrence of any Indebtedness under any existing or future banking and credit facilities or issuance of any debt securities or the creation or granting of any pledge, charge (including fixed and floating charge), mortgage or other security and the incurrence of any other form of Indebtedness (other than those specifically approved under the Business Plan); or (ii) granting of any guarantee, indemnity, performance bond or lien approved as part of the annual budget in the Business Plan; or (iii) in any manner becoming directly or contingently liable for the obligations of any third party;

20. incurrence, issuance, assumption, repayment or redemption of any form of Indebtedness in excess of Rs.10,00,000/- (Rupees Ten Lakhs) (individually or in aggregate) other than as maybe specified in the Business Plan;

21. Lending of any moneys, other than placing of deposits with banks and financial institutions, save and except for trade advances in the Ordinary Course of Business of the Company;

22. Entering into any derivative contracts which are not already incorporated in the Business Plan approved by Molbio;

23. Purchase/ disposal of fixed assets, exceeding Rs.10,00,000/- (Rupees Ten Lakhs) of the written down value at the commencement of the respective financial year or as per Business Plan, either in one or series of individual transactions;

24. Changes to accounting or tax policies or practices of the Company, save and except as required by Applicable Law;

25. Sale, transfer or disposal of the whole or a substantial part of the Company undertaking, assets or property, or sale, transfer, disposal, lease or license of any real property or any interest therein (excluding sale of inventory in Ordinary Course of Business);

26. any transactions involving the sale, acquisition, creation of Encumbrance, creation, modification or destruction of any fixed assets of the Company in excess of Rs.10,00,000/- (Rupees Ten Lakhs) (individually or in aggregate) of the written down value at the commencement of the respective Financial Year or as per Business Plan

27. Acquire, transfer, license, encumber, or otherwise dispose-off any intellectual property rights of or used by the Company.

28. Incurring any operating expenditure in a single transaction (or a series of related transactions) of an amount exceeding Rs.10,00,000/- (Rupees Ten Lakhs), or any capital expenditure in a single transaction (or a series of related transactions) of an amount exceeding Rs.10,00,000/- (Rupees Ten Lakhs), in each case, where such operating expenditure or capital expenditure has not been specifically provided for in the Business Plan.

29. Changing the nature of Company's business or entering into any new business line or activity or in any way undertaking any new business initiative related to the business, which does not fall in the scope of the Company's operations as per the Business Plan, whether connected to the then business operations or otherwise;

30. Entering into, modification or termination of any contract the value of which exceeds or has the potential to exceed Rs.10,00,000/- (Rupees Ten Lakhs) per annum and including waiver of any material default under or in relation to the breach of any such contract;

31. Commencement or settlement or withdrawal of litigation other than in the Ordinary Course of Business, and where the amount claim exceeds Rs.10,00,000/- (Rupees Ten Lakhs);

32. Entering into any arrangement or settlement with the debtors or creditors, other than in the Ordinary Course of Business;

33. Shifting of registered office;

34. Appointment or termination of Key Employees of the Company and any change in the terms of employment of such employees; and

35. Fixing and/or any change in the remuneration of the Directors, Promoters and/or their Affiliates (to the extent such Promoters and/or their Affiliates have taken up employment or are offering any services to the Company) and/or the Key Employees of the Company and distribution of any profits or any commission (in any manner) to any of them by the Company, to the extent it is not covered in the Business Plan.

36. Approve, amend or administer any ESOP Policy

37. Any change in Financial Year of the Company or any Subsidiaries; and

38. Any sale, divestment or other disposal of any Securities held by the Company in any of its Subsidiary

39. Appointment of agencies / professionals to determine "**Fair Market Value**" of the shares of the Company

For avoidance of doubt, it is clarified that the Reserved Matters above will be applicable to all Subsidiaries of the Company from time to time, and in such case, all references in this Schedule to (a) the Company will be read and construed as references to such Subsidiary, and (b) any capitalised terms which are defined in this Agreement will be to such capitalised terms assuming that the word 'Company', if used in such definition, is construed with reference to such Subsidiary.

SCHEDULE 5 – FORMAT OF DEED OF ADHERENCE

THIRD PARTY TRANSFEREE DEED OF ADHERENCE
[refer clause 6.3.4]

THIS DEED is made with effect from the [ ] day of [ ] of [ ]

BETWEEN

(1) **MOLBIO DIAGNOSTICS PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act 1956, with it's registered office at Plot no L-46, Phase II-D Verna Industrial Area, Salcete, South Goa GA 403722 (hereinafter referred to as "**Purchaser / Molbio**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

(2) **PROGNOSYS HEALTHCARE (INDIA) PRIVATE LIMITED,** a Company incorporated under **the** laws of India, bearing corporate identity number U74900KA2015PTC079050, with its registered office at No.249, first floor, rear building 4th main road, Chamrajpet, Bangalore-560018 (hereinafter referred to as **"Company"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

(3) **THE PERSONS MENTIONED IN SCHEDULE 1, PART A HERETO**, shall be collectively referred to as the "**Individual Shareholders**" and individually as an "**Individual Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/their respective heirs, executors, administrators, successors (as applicable) and permitted assigns; and

(4) **THE PERSONS MENTIONED IN SCHEDULE 1, PART B HERETO**, shall be collectively referred to as the "**Continuing Promoters**" and individually as a "**Continuing Promoter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/their respective heirs, executors, administrators, successors (as applicable) and permitted assigns; and

The Individual Promoters shall collectively be referred to as the "**Promoters**" and individually as the "**Promoter**".

[*NOTE: Insert names of all then existing shareholders and proposed new shareholders as parties*]

WHEREAS:

A. [*Insert names of all the Parties*] are parties to a document titled "Shareholders Agreement" dated [•] ("**Agreement**").

B. As at the date hereof, the issued Shares in the Company are as set out in Part 1, of Annexure 2 hereto.

C. It is proposed that certain of the parties will become shareholders of the Company as a result of the [*allotments and issues of Shares/ transfer of Shares*]. Eventually the shareholding shall be as set out in Part 2, Annexure 2.

D. The Agreement requires that each person becoming a shareholder of the Company enter into a Transferee Deed of Adherence, as per the where such person is not already a party thereto and the parties are entering into this Transferee Deed of Adherence in satisfaction of the requirements of the Agreement.

E. The parties agree that the rights and obligations of the parties under the Agreement will from the date hereof be read and construed subject to the terms and conditions of this Transferee Deed of Adherence.

NOW THE PARTIES AGREE as follows:

1. [*insert name of the existing shareholders*] consent to the [*allotment and issue/ transfer*] of shares referred to in the First Schedule.

2. [*Insert name of each new shareholder*] each agree with effect from the date hereof to be added as a party to the Agreement, with the effect that each of [*insert new shareholder*] is bound by the obligations imposed upon and entitled to the rights of a Shareholder under the Agreement as amended by this Transferee Deed of Adherence as if each of [*insert new shareholders*] were included within the definition of "Shareholder" in the Agreement and [*insert names of the Existing Shareholders* agrees to this Clause 2.

   Or

   Where Molbio, Individual Shareholder or Promoters (as the case maybe) transfer(s) it's or their entire Shareholding

   [*Insert name of each new shareholder*] each agree with effect from the date hereof to be added as a party to the Agreement, each of [*insert new shareholder*] is bound by the obligations imposed upon and entitled to the rights of a Shareholder under the Agreement as amended by this Transferee Deed of Adherence as if each of [insert new shareholders] were included within the definition of "Promoters" or "Molbio" or "Individual Shareholders" (as the case maybe) in the Agreement and [*insert names of the Existing Shareholders*]agrees to this Clause

2. Further Molbio, Promoters or SIHF (as the case maybe) shall cease to have any rights or obligations under the Agreement.

This Transferee Deed of Adherence is made for the benefit of (a) the parties to the Agreement and (b) every other person who after the date of the Agreement (and whether before or after the execution of this Transferee Deed of Adherence) assumes any rights or obligations under the Agreement or adheres to it.

This Transferee Deed of Adherence may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed and any party may enter into this Transferee Deed of Adherence by executing a counterpart

This Transferee Deed of Adherence is governed by and shall be construed in accordance with Indian Law.

IN WITNESS of which this Transferee Deed of Adherence has been executed and has been delivered on the date which appears first on page 1.

[NOTE: INSERT APPROPRIATE EXECUTION CLAUSES FOR THE ALL EXISITING SHAREHOLDERS AND ALL NEW SHAREHOLDERS]

ANNAEXURE 1 - LIST OF CONTINUING PROMOTERS

SL No.	Shareholder	Number (Equity Shares)
1	Mr Prahlad Ashok	471
2	Mr Keshava M S	236
3	Mr Krishna Prasad V	4,458
4	Mr Vinay Mruthyunjaya	236

ANNEXURE 2, PART A – POST CLOSING SHAREHOLDING PATTERN OF THE COMPANY

Sl. #	Name of the Shre Holder	No. of Shares	%ge
1	Mr Prahlad Ashok	471	2.92%
2	Mr Keshava M S	236	1.46%
3	Mr Krishna Prasad V	4,458	27.61%
4	Mr Vinay Mruthyunjaya	236	1.46%
5	Mr Sunil Monga	714	4.42%
6	Mrs Poonam Monga	380	2.35%
7	MolBio Diagnostics	9,651	59.77%
	Total	16,146	100.00%

ANNEXURE 2, PART B – POST BUY BACK SHAREHOLDING PATTERN OF THE COMPANY

Name of the Shre Holder	Post Buy back No. of Shares	%ge
Mr Prahlad Ashok	471	3.13%
Mr Keshava M S	236	1.57%
Mr Krishna Prasad V	4,458	29.62%
Mr Vinay Mruthyunjaya	236	1.57%
MolBio Diagnostics	9,651	64.12%
Total	15,052	100.00%

Dated: 10-Feb-2023

To
The Board of Directors
Prognosys Medical Systems Private Limited
No.249, Ground Floor,
Front Building, 4th Main Road,
Chamrajpet, Bangalore,
Karnataka-560018

Subject: **Recommendation of price of Equity Shares for the purpose of FEMA (non-debt instrument) Rules, 2019 and RBI Pricing guidelines for Foreign Direct Investments and repatriation**

We refer to the engagement letter dated 02-Feb-2023 wherein Prognosys Medical Systems Private Limited ("company") has requested M/s Expert Global Consultants Private Limited, a SEBI registered Category- I Merchant Banker (hereinafter referred as "Expert Global" or "Valuer") to recommend fair value in connection with the proposed transfer of shares.

We hereby enclose the report on valuation of Equity Shares. The valuation is prepared in compliance with **International Valuation Standards.** The sole purpose of this report is to assist the company to determine the price of the equity shares for the purpose of FEMA (non-debt instrument) Rules, 2019 and RBI Pricing guidelines for Foreign Direct Investments and repatriation
As per your request, rather than preparing a self- contained comprehensive report, we have provided a restricted appraisal report which is advisory in nature and indented to be used for offering subject business for **the purpose** referred above.

Please refer to the statement of limiting conditions contained in the report. For the purposes of business appraisal, fair market value is defined as the expected price at which the subject business would change hands between a willing buyer and a willing seller, neither being under a compulsion to conclude the transaction and both having full knowledge of all the relevant facts.

We have appraised a fully marketable, controlling ownership interest in the assets of the subject business. The appraisal was performed under the premise of value in continued use as a going concern business enterprise.

Based on the information contained in the report that follows, it is our estimate that the fair market value of the Company is:

Equity Value: INR 358.33/- Millions

We have no obligation to update this report or our conclusion of value for information that comes to our attention after the date of this report. We have appraised the subject business in accordance with the International Valuation Standards.

Based on the Scope and limitations of work, Sources of information and Valuation methodology of the report and the explanations therein, the fair value of the equity shares of the Company amounts to **INR 162.46** Per share (rounded off) as on January 31, 2023.

EXPERT GLOBAL CONSULTANTS PRIVATE LIMITED DELHI

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Please feel free to contact us in case you require any additional information or clarifications.

Yours Sincerely

For Expert Global Consultants Private Limited
SEBI registered Category-I Merchant Banker
SEBI Registration No. INM000012874

Gaurav Jain
Director
DIN: - 03077527

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SEBI Authorised Merchant Banker (SEBI Registration No. INM 000012874)

VALUATION ANALYSIS

We refer to our Engagement Letter dated 02-Feb-2023 confirming our appointment as independent valuers of Prognosys Medical Systems Private Limited (the "Company"). In the following paragraphs, we have summarized our Valuation Analysis (the "Analysis") of the business of the Company as informed by the Management and detailed herein, together with the description of the methodologies used and limitations on our scope of work as mentioned in herein below in this report.

1. Context and Purpose

Based on discussion with the Management, we understand that the company wants the report for the purpose of FEMA (non-debt instrument) Rules, 2019 and RBI Pricing guidelines for Foreign Direct Investments and repatriation. In this context, the Management requires our assistance in determining the fair value of equity shares of the Company.

2. Conditions and major Assumptions

Conditions

The historical financial information about the company presented in this report is included solely for the purpose to arrive at value conclusion presented in this report, and it should not be used by anyone to obtain credit or for any other unintended purpose. Because of the limited purpose as mentioned in the report, it may be incomplete and may contain departures from generally accepted accounting principles prevailing in the country. We have not audited, reviewed, or compiled the Financial Statements and express no assurance on them. The financial information about the company presented in this report includes normalization adjustments made solely for the purpose to arrive at value conclusions presented in this report.

Normalization adjustments as reported are hypothetical in nature and are not intended to present restated historical financial results or forecasts of the future.

This report is only to be used in its entirety, and for the purpose stated in the report. No third parties should rely on the information or data contained in this report without the advice of their lawyer, attorney or accountant.

We acknowledge that we have no present or contemplated financial interest in the Company. Our fees for this valuation are based upon our normal billing rates, and not contingent upon the results or the value of the business or in any other manner. We have no responsibility to modify this report for events and circumstances occurring subsequent to the date of this report.

We have, however, used conceptually sound and generally accepted methods, principles and procedures of valuation in determining the value estimate included in this report. The valuation analyst, by reason of performing this valuation and preparing this report, is not to be required to give expert testimony nor to be in attendance in court or at any government

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hearing with reference to the matters contained herein, unless prior arrangements have been made with the analyst regarding such additional engagement.

Assumptions

The opinion of value given in this report is based on information provided in part by the management of the Company and other sources as listed in the report. This information is assumed to be accurate and complete.

We have relied upon the representations contained in the public and other documents in our possession concerning the value and useful condition of all investments in securities or partnership interests, and any other assets or liabilities except as specifically stated to the contrary in this report.
We have not attempted to confirm whether or not all assets of the business are free and clear of liens and encumbrances, or that the owner has good title to all the assets.

We have also assumed that the business will be operated prudently and that there are no unforeseen adverse changes in the economic conditions affecting the business, the market, or the industry. This report presumes that the management of the Company will maintain the character and integrity of the Company through any sale, reorganization or reduction of any owner's/manager's participation in the existing activities of the Company.

We have been informed by management that there are no environmental or toxic contamination problems, any significant lawsuits, or any other undisclosed contingent liabilities which may potentially affect the business, except as may be disclosed elsewhere in this report. We have assumed that no costs or expenses will be incurred in connection with such liabilities, except as explicitly stated in this report.

3. Background of the company and Industry

Prognosys Medical Systems Private Limited is a private company limited by shares. It was incorporated on November 07, 2003 under the provisions of the Companies Act, 1956.

Company Profile: -

Prognosys Medical is a leading digital imaging equipment providers in India spearheading the field of medical diagnostics to technical excellence with innovation.

4. Background information of the asset being valued

Prognosys Medical Systems Private Limited is a private company limited by shares. It was incorporated on November 07, 2003, under the provisions of the Companies Act, 1956. Its corporate identity number is U72900KA2003PTC032831. Its registered office is situated at No.249, Ground Floor, Front Building, 4th Main Road, Chamrajpet Bangalore, Bangalore, Karnataka-560018.

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Board of Directors of the company are as follows: -

DIN	Name
00013843	Sriram Natarajan
00488407	Prahalad Ashok
00502320	Vajapeyam Krishna Prasad
01739419	Sunil Monga
02830863	Mayur Anand Sirdesai
03303607	Avinash A kenkare

5. Purpose of valuation and appointing authority:

To arrive at a price for the purpose of FEMA (non-debt instrument) Rules, 2019 and RBI Pricing guidelines for Foreign Direct Investments and repatriation.and Foreign Exchange Management (Non-debt Instruments) Rules, 2019

6. Identity of the valuer and any other experts involved in the valuation:

M/s Expert Global Consultants Private Limited, a SEBI registered Category- I Merchant Banker having Registration No. INM000012874.

7. Disclosure of valuer interest/conflict, if any:

Nil.

8. Date of appointment, valuation date and date of report

Date of appointment	02-Feb-2023
Valuation date	31-Jan-2023
Date of report	10-Feb-2023

9. Basis/ bases of value used

Bases of value (sometimes called standards of value) are statements of the fundamental measurement assumptions of a valuation. They describe the fundamental assumptions on which the reported values will be based (e.g., the nature of the hypothetical transaction, the relationship and motivation of the parties, the extent to which the asset is exposed to the market, and the unit of account for the valuation). It is critical for any valuation to be performed using the basis (or bases) of value that is appropriate to the terms and purpose of the valuation assignment, as a basis of value may influence or dictate a valuer's selection of methods, inputs and assumptions, and the ultimate opinion of value. We have used "**Fair Value**", as basis of Valuation.

Fair Value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

10. Valuation Standards

The Report has been prepared in compliance with the International Valuation Standards.

11. Valuation Methodology, Approach and Procedures adopted in carrying out the valuation.

The standard of value used in the Analysis is "Fair Value", which is often defined as the price, in terms of cash or equivalent, that a buyer could reasonably be expected to pay, and a seller could reasonably be expected to accept, if the business were exposed for sale on the open market for a reasonable period of time, with both buyer and seller being in possession of the pertinent facts and neither being under any compulsion to act.

Valuation of a business is not an exact science and ultimately depends upon what it is worth to a serious investor or buyer who may be prepared to pay substantial goodwill. This exercise may be carried out using various methodologies, the relative emphasis of each often varying with:

- Whether the entity is listed on a stock exchange;
- industry to which the Company belongs;
- past track record of the business and the ease with which the growth rate in cash flows to perpetuity can be estimated;
- Extent to which industry and comparable company information are available.

The results of this exercise could vary significantly depending upon the basis used, the specific circumstances and professional judgment of the valuer. In respect of going concerns, certain valuation techniques have evolved over time and are commonly in vogue. These can be broadly categorized as follows:

i. Cost Approach/ Net Asset Value
ii. Market Approach
iii. Income Approach

i. Asset Approach

The value arrived at under this approach is based on the latest available audited/ unaudited/ provisional financial statements of the business and may be defined as the Shareholder's Funds or Net Assets owned by the business.

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Under this method, the net assets as per the financial statements are adjusted for market value of surplus/ non-operating assets, potential and contingent liabilities, if any. The NAV is generally used as the minimum break-up value for any business since this methodology ignores the future return the assets can produce and is calculated using historical accounting data that does not reflect how much the business is worth to someone who may buy or invest in the business as a going concern.

We understand that the business of the company has a definite life and definite cash flows. Accordingly, the current NAV method would not be reflective of its growth potential going forward and thus would not reveal the true business value of the company. Hence keeping the context and purpose of the report in mind, we have not used this method in the Analysis.

ii. **Market Based**

a. **Comparable Company Market Multiple Method ("MM")**

Under this methodology the market multiples of comparable listed companies are computed and applied to the company being valued in order to arrive at a multiple based valuation. This is based on the premise that the market multiples of comparable listed companies are good benchmarks to derive valuation.

b. **Comparable Company Transaction Multiple ("TM") Method**

This method is similar to the above MM Method, with the exception that the companies used as guidelines are those that have been recently acquired. Under this method, acquisitions or divestitures involving similar companies are identified, and the multiples implied by their purchase prices are used to assess the subject company's value. There is no rule of thumb for the appropriate age of a reasonable transaction; however, it is important to be aware of the competitive market at the time of the transaction and factor any changes in the marketplace environment into the analysis. All other things being equal, the more recent the transaction, the more reliable the value arrived at using this technique.
We have not considered this methodology in the Analysis as we understand that there are no comparable Indian transactions in the sector to which company belongs.

iii. **Income Based**

The DCF technique is one of the most rigorous approaches for valuation of business. In this technique, the projected free cash flows from business operations are discounted at the weighted average cost of capital to the providers of capital to the business, and the sum of the present value of such free cash flows is the value of the business.
This methodology works on the premise that the value of a business is measured in terms of future cash flow streams, discounted to the present time at an appropriate discount rate. The value of the firm by estimating the Free Cash Flows to Equity (FCFE) to Firm and discounting the same with Weighted Average cost of capital (WACC). The DFCF method using the FCFE, values Company as an overall. This is estimated by forecasting the free cash flows available for the Company (which are derived on the

basis of likely future earnings of the companies) and discounting these cash flows to their present value at the WACC. The DFCF methodology is considered to be the most appropriate basis for determining the earning capability of a business. It expresses the value of a business as a function of expected future cash earnings in present value terms.

In the DFCF approach, the appraiser estimates the cash flows of any business after all operating expenses, taxes, and necessary investments in working capital and Capex is being met. As this methodology is focused at finding the value of the Firm so the interest charges (post tax) should be added back.

We have laid emphasis on the projections considered as a true reflection of the Company's earning potential. The future free cash flows are derived considering, inter alia, the changes in the working capital and investments in capital expenditure. They are an aggregation of the free cash flows during the explicit forecast period, prepared meticulously based on the business plan and post explicit forecast period, estimated using depreciation as maintainable capex and adjusting the movement in working capital at the end of the explicit period by the growth rate for perpetuity. In the present case, the Provisional Financial for the period from April 01, 2022 to January 31, 2023 and the Estimated Financial Statement from February 01, 2023 to March 31, 2023 and for next 4 years ending March 31, 2027 are used.

The DCF analysis involves determining the following:

a) Estimating future free cash flows;
b) The time frame of the cash flows;
c) Appropriate discount rate to be applied to cash flows;
d) The terminal values i.e., the cumulative value of the free cash flows beyond the explicit forecast period.

a) **Estimating future free cash flows**

- Free cash flows are the cash flows expected to be generated by the Company that are available to all providers of the Company's capital - both debt and equity. The free cash flows are determined by adding to EBIT (Earnings before interest tax), (i) depreciation and amortizations and (ii) interest on debt net of tax. The above is adjusted for (i) change in working capital requirements, (ii) investments in capital expenditure and other assets. Free cash flows thus calculated will be equal to the sum of the cash flows paid to or received from all the capital providers (viz. interest, new borrowings and debt repayments in the case of debt holders and dividends, share issues and share repurchases in the case of equity holders), contingent liability and the change in investments of surplus funds in marketable securities.

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- **Growth Rate:**

The long-term growth rate in developing countries is usually in the range of 2% to 7% for traditional businesses. The terminal growth rate is an approximation that reflects the ongoing growth potential of the company's cash flows, which is essentially dependent on factors such as historic growth rates, industry dynamics factors and macroeconomic factors like long term GDP growth and the inflation factors. Thus, we have considered the terminal growth as 3%.

b) Time Frame of Cash Flows

A problem faced in valuing a business is its indefinite life, especially where the valuation, as in the present case, is on a going concern basis. This problem was tackled by separating the value of the business into two-time periods viz. explicit forecast period and post explicit forecast period. In such a case, the value of business is the value of free cash flows generated during the explicit forecast period and value of free cash flows generated during the post explicit forecast period. While projected free cash flows of the explicit forecast period can be prepared meticulously based on the business plan, the free cash flows of the post explicit forecast period could be estimated using an appropriate method. In the present case, we have considered it appropriate to take the estimated projections for the next 2 months and 4 years ending March 31, 2027 as the explicit forecast period.

c) Appropriate Discounting Rate to be applied

- Cost of Equity (CoE)

The Cost of Equity is determined using the Capital Assets Pricing Model. For this purpose, the formula used is as under:

COE = Rf + β (Rm - Rf) + SCRP
Where:
COE =Discount rate derived from Capital Assets Pricing Model
Rf = Risk free rate of return
β = Beta factor as a measure of the systematic risk
Rm = Market Rate of Return
(Rm - Rf) = Market premium
SCRP = Specific Company Risk Premium

- The risk-free rate is generally based on the returns available from long-term government bonds and securities. These returns are used since they represent a very low default risk, are liquid (freely tradable) and include the expected long-term inflation premium. In India, the risk-free rate of return is taken at 7.33% (Source Information: ZCYC developed by CCIL as on January 31, 2023).

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- Beta is the measure of systematic risk of stock, and is essentially computed by regressing market return for a particular stock against the overall market return. Being an unlisted company, we have considered unlevered beta as 0.74.

- The market premium is the additional amount of return over the risk-free rate that is required to compensate the investor for the additional risk of investing in the equity shares of the Company.

  It is typically measured by the amount by which historical returns in the equity security markets, over a long period of time, have exceeded the returns from risk free investments. Such historical return from investment in the equity markets — which is the sum of return by way of capital appreciation and return by way of dividend yield-, is the market return. In the present case, we have considered a market Rate of return of 14.11% (24 years BSE S & P 500 Returns). Source www.bseindia.com). The detail is as under:

S&P BSE 500	
Value as on 01-02-1999	1000
Value as on 31-01-2023	23,778.46
CAGR (24 Years)	**14.11%**

- Size Premium of the company (as per incwert22- avg of microcap and small cap-sales) is taken as 8.00%.

- Thus, considering the above, we have computed the CoE of 21.37% as per table below.

Calculation of Cost of Equity	
Particulars	**Percentage**
Risk free Rate of Return	7.33%
Market Rate of Return	14.11%
Risk Premium	6.78%
Unlevered Beta for equity (as per sir damodaran)	0.74
Levered Beta for equity (as per Damodaran D/E for Healthcare Support Services 3.75%)	0.89
Size Premium (as per incwert22- avg of microcap and small cap-sales)	8.00%
Cost of Equity	**21.37%**

- As informed by management the cost of debt pre-tax is 12.20%.

Calculation of Cost of Debt	
Particulars	Percentage
Cost of Debt pre tax	12.20%
Tax Rate	25.17%
Cost of Debt Post Tax	**9.13%**

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- Thus, considering the above, we have computed the Weighted Average Cost of Capital (WACC) of 14.03% as per table below.

Calculation of Weighted Average Cost of Capital			
Particulars	Percentage Deployed	Cost of Capital	Weighted Cost
Equity	40%	21.37%	8.55%
Debt	60%	9.13%	5.48%
Total			**14.03%**

d) **Terminal Value**

- **Explicit period ending EBITDA**

The H model assumes that the earnings and dividends of the firm do not suddenly fall off a cliff when the horizon period ends. Rather, the decline in the growth rate is a gradual process. The assumption that the H model makes about this decline is that the decline is linear.

The Formula:

The derivation formula for calculating growth using the H growth rate requires some complex mathematics which is beyond the scope of this article. Hence, for our understanding, let's just have a look at the formula and memorize it.

$$\text{Value of A Share (H Model)} = \frac{D0 * (1+gL)}{r-gL} + \frac{D0 * H * (gS-gL)}{r-gL}$$

where,

- D0 is the stabilized period cash flow
- R is the required rate of return expected by the investor
- gL is the long-term growth rate i.e., 3%
- gS is the short-term growth rate i.e., 19%

H is the half-life of the high growth period i.e., our high growth period was 5 years, therefore the value of H is 1,123.31 for our purpose.

Discount for Lack of Marketability (DLOM) and Discount for Lack of Control (DLOC)

For the given investments that are otherwise comparable, market participants may apply a downward adjustment or a discount to the value of the one that cannot be converted into cash quickly at the owner's discretion. That discount rate is called Discount for Lack of Marketability (DLOM).

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There is a marketability difference between ownership interests in the stock of publicly traded company as compared to an ownership interest in the stock of privately held company. The investment in privately held securities is not as liquid and have lesser degree of marketability as compared to the otherwise comparable publicly traded company. A rational investor will pay a premium on price for higher liquidity and will demand a price discount for lack of liquidity.

Therefore, if an interest in a firm cannot be easily converted into cash, discount for lack of marketability is applied. In this valuation, the DLOM is taken as 15%.

12. Equity Valuation of the company

The equity valuation for the Company is arrived at as a function of DCF Projections by giving relevant discount rate representing the risk perception and the terminal growth rate selected, adjusted with cash, Bank Balance and Borrowings. Detail of Calculation is attached herewith as **Annexure –A.**

13. Major factors that influenced the valuation:

Not Identified.

14. Sources of Information

The Analysis is based on a review of the business plan of the Company provided by the Management and information relating to the services sector in which the Company is operating as available in the public domain. Specifically, the sources of information include:

- Audited Financial Statement for the year March 31,2022;
- Unaudited Provisional Financial as on January 31,2023;
- Financial Projection of the company for the period from February 01, 2023 to March 31,2023;
- Financials Projections of the company for next 4 years ending March 31, 2027 as provided by the management;
- Management Representation Letter.
- Discussions with the Management;
- In addition to the above, we have also obtained such other information and explanations which were considered relevant for the purpose of the Analysis.

15. Caveats, limitations and disclaimers

Provision of valuation recommendations and considerations of the issues described herein are areas of our regular corporate advisory practice. The services do not represent accounting, assurance, financial due diligence review, consulting, transfer pricing or domestic/international tax-related services that may otherwise be provided by us.

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Our review of the affairs of the Company and their books and account does not constitute an audit in accordance with Auditing Standards. We have relied on explanations and information provided by the Management of the Company and accepted the information provided to us as accurate and complete in all respects. Although, we have reviewed such data for consistency and reasonableness, we have not independently investigated or otherwise verified the data provided. Nothing has come to our attention to indicate that the information provided had material miss-statements or would not afford reasonable grounds upon which to base the Report.
The valuation worksheets prepared for the exercise are proprietary to Expert Global, Valuer and cannot be shared. Any clarifications on the workings will be provided on request, prior to finalizing the Report, as per the terms of our engagement.

The scope of our work has been limited both in terms of the areas of the business and operations which we have reviewed and the extent to which we have reviewed them.

The Valuation Analysis contained herein represents the value only on the date that is specifically stated in this Report. This Report is issued on the understanding that the Management of the Company has drawn our attention to all matters of which they are aware, which may have an impact on our Report up to the date of signature. We have no responsibility to update this Report for events and circumstances occurring after the date of this Report.
We have no present or planned future interest in the Company and the fee for this Report is not contingent upon the values reported herein.
Our Valuation Analysis should not be construed as investment advice; specifically, we do not express any opinion on the suitability or otherwise of entering into any transaction with the Company.

16. Distribution of report

The Analysis is confidential and has been prepared exclusively for the purpose of referred above. It should not be used, reproduced or circulated to any other person or for any purpose other than as mentioned above, in whole or in part, without the prior written consent of Expert Global. Such consent will only be given after full consideration of the circumstances at the time. However, we do understand that the Report will be shared with the proposed allottees of the Company.

17. Opinion of value of the business and valuation summary:

The equity value of the company is summarized in the following table:

Summary of Various methods used to determine fair value as on 31-01-2023

Valuation Approach	Value/ Equity Shares (INR)	Weights (100%)	Weight Value
Asset Approach	NIL	NIL	NIL
Market Approach	NIL	NIL	NIL
Income Approach	162.46/-	100	162.46/-

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Accordingly, based on the information available, the fair value of per equity share of the company as on January 31, 2023 is estimated at **INR 162.46** per share.

Yours faithfully,

For Expert Global Consultants Private Limited
SEBI registered Category-I Merchant Banker
SEBI Registration No. INM000012874

Gaurav Jain
Director
DIN: - 03077527

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Annexure -A

(Figures in Millions)

Particulars	March 2023	March-24	March-25	March-26	March-27	Stabilised CashFlow
EBITDA	**48.14**	**70.21**	**85.52**	**103.03**	**121.84**	**121.84**
Less: Depreciation	(0.52)	(1.81)	(1.31)	(1.15)	(1.06)	(1.06)
EBIT	**47.62**	**68.41**	**84.21**	**101.88**	**120.78**	**120.78**
Less: Tax	-	-	-	-	(13.87)	(30.40)
PAT	**47.62**	**68.41**	**84.21**	**101.88**	**106.91**	**90.38**
Depreciation	0.52	1.81	1.31	1.15	1.06	1.06
Capex	(0.04)	-	-	-	-	1.06
Change in working capital	52.92	21.72	(39.42)	(4.54)	(3.08)	(3.08)
Net cash flow before terminal value adjustment	**101.10**	**91.93**	**46.10**	**98.49**	**104.89**	**87.30**
Terminal Value as per H Model	-	-	-	-	-	**1,123.31**
Time Period	0.081	0.662	1.662	2.662	3.662	3.662
Discount Rate	0.989	0.917	0.804	0.705	0.618	0.618
PV of Free Cash Flows to Firm (FCFF)	**100.04**	**84.28**	**37.07**	**69.45**	**64.86**	**694.64**

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CALCULATION OF FAIR MARKET VALUE OF EQUITY SHARES ON FULLY DILUTED BASIS

Particulars	Amount (Millions)
Sum of PV of Cashflows during Explicit Period	355.70
Terminal Value as per H model	694.64
Total Equity Value	**1,050.33**
Add: Cash and cash equivalents	38.86
Less: Debt	(667.65)
Add: Investment at book value	0.02
Total Equity Value in INR Mn.	**421.559**
Less: DLOM @ 15% as per erstwhile CCI guidelines	(63.23)
Adjusted Equity Value in INR Mn.	**358.33**
No of equity shares	22,05,620
Per share value (INR) (Rounded off)	**162.46**

(In INR Million)

H-Model Working	Amount
Stabilised Cash Flow	87.30
Short-term growth rate (EBIT)	19%
Long-term growth rate	3.00%
Years high-growth period	5
Required rate of return	14.03%
Half-life high growth period (H)	**2.5**
Value based on H-model	**1,123.31**

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