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This Stamp Paper forms an integral part of the First Amendment to The Existing Shareholders' Agreement amendment to the shareholders' agreement dated December 5, 2016 ("First Amendment Agreement") is executed on this March 28, 2024 between Orbimed Asia II Mauritius Limited, Suraksha Diagnostic Private Limited, Dr. Somnath Chatterjee, Mrs. Ritu Mittal, Tinni Investments Limited, Dneema Overseas Private Limited, Mrs. Sarla Kejriwal (legal heir and successor of Mr. Kishan Kumar Kejriwal), Mr. Sandeep Kejriwal, Mr. Munna Lal Kejriwal, Mr. Santosh Kumar Kejriwal and Mr. Satish Kumar Verma

सर्ला केजरीवाल  
Sandeep Kejriwal  
Ritu Mittal  
SK Verma  
Suraksha Diagnostic Pvt. Ltd.  
Tinni Investments Ltd.  
Dneema Overseas Pvt. Ltd.

Sinaksha Diagnostic Pvt Ltd  
570550  
New Town  
Kolkata-700156,  
10.1 MAR 2024  
01 MAR 2024

RS.....  
- 1 MAR 2024  
S. CHATTERJEE  
Vendor  
2 & 3, K. S. Road, Kol-1

*[Handwritten signature]*



FIRST AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT

BY AND AMONGST

ORBIMED ASIA II MAURITIUS LIMITED  
(surviving entity pursuant to amalgamation)

(as the Investor)

AND

SURAKSHA DIAGNOSTIC PRIVATE LIMITED  
(as the Company)

AND

PROMOTERS

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## FIRST AMENDMENT TO THE EXISTING SHAREHOLDERS' AGREEMENT

This amendment to the shareholders' agreement dated December 5, 2016 ("First Amendment Agreement") is executed on this March 28, 2024 ("Execution Date").

### BY AND AMONGST

- (1) **ORBIMED ASIA II MAURITIUS LIMITED** (*surviving entity pursuant to amalgamation*) a company incorporated in Mauritius and having its registered office at Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius (hereinafter referred to as "OrbiMed", or "Investor") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, Affiliates, nominees and permitted assigns);

AND

- (2) **SURAKSHA DIAGNOSTIC PRIVATE LIMITED**, a company duly organized and existing under the 1956 Act and having its registered office at 12/1, Premises No. 02-0327, DG Block, Action Area 1D, New Town, Kolkata-700156 (hereinafter referred to as "Company", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) and brief particulars of the Company are set out in Part B of ANNEXURE 1 below;

AND

- (3) The Persons whose names and brief particulars are set out in Part C of ANNEXURE 1 (hereinafter collectively referred to as the "Promoters" and individually as "Promoter", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, successors, administrators and permitted assigns);

The Company, Investor and the Promoters shall collectively be referred to as the "Parties" and individually as a "Party", wherever the context so permits.

### WHEREAS:

- (A) The Company is a company limited by shares and is engaged in the Business (*as defined in the Existing Shareholders' Agreement*).
- (B) The Company, the Investor and the Promoters had entered into a shareholders' agreement dated December 5, 2016 to determine, *inter alia*, the rights of the Shareholders, obligations and the procedure for governance of the Company ("Existing Shareholders' Agreement").
- (C) The Investor, OrbiMed Asia II Mauritius FDI Investments Limited, had invested in the Company in accordance with the Existing Shareholder's Agreement. With effect from September 20, 2022, pursuant to an amalgamation as per the applicable laws of Mauritius, the said entity was merged with its parent company such that the surviving entity by operation of law was OrbiMed Asia II Mauritius Limited, the undersigned Investor. The Company vide its board resolution dated June 6, 2023, has taken on record the transmission of shares in favour of the Investor and accordingly, all rights and/or obligations under the Existing Shareholders' Agreement shall automatically vest and be exercised by the Investor herein.
- (D) Based on the commercial understanding amongst the Shareholders, the Parties are now desirous of executing this First Amendment Agreement to duly amend the provisions of the Existing Shareholders' Agreement and to record the *inter se* rights and obligations of all the Shareholders in the Company.



NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

**1. EFFECTIVE DATE AND APPLICABILITY**

- 1.1 In this First Amendment Agreement, capitalized terms defined by inclusion in quotations and/or parenthesis have the meaning so given.
- 1.2 Capitalized terms not defined in this First Amendment Agreement, have the same meaning assigned to them in the Existing Shareholders' Agreement and shall apply *mutatis mutandis* to this First Amendment Agreement, unless the context implies otherwise.
- 1.3 The amendments proposed in this First Amendment Agreement shall be applicable and binding on the Parties on and with effect from April 1, 2021 ("Effective Date").
- 1.4 The Parties herein agree that all matters pertaining to the Company including but not limited to the governance, management and operations of the Company, shall be conducted in accordance with the provisions of the Existing Shareholders' Agreement as revised pursuant to this First Amendment Agreement read with the Articles.

**2. AMENDMENT**

- 2.1 The following definitions as contained in Schedule 3 of the Existing Shareholders Agreement, shall be amended and restated in its entirety and read as under:

*"Agreement" means the Existing Shareholders' Agreement read with the First Amendment Agreement, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures, and exhibits (if any) to the Existing Shareholders' Agreement and the First Amendment Agreement.*

*"Definitive Agreements" means the Existing Shareholders' Agreement, First Amendment Agreement, the Share Purchase and Subscription Agreement, the Restated Articles and all other agreements and documents that may be executed by the Parties pursuant to this transaction hereto and thereto.*

*"Drag Event" means any of the following events:*

*(a) a petition for bankruptcy has been filed by a creditor for default in making any payments due by the Company and such petition has not been dismissed, stayed or if admitted, not vacated within 1 (one) year of such petition being filed; or*

*(b) a Material Breach; or*

*(c) an Accelerated Exit Event; or*

*(d) if the Qualified IPO or Strategic Sale has not been consummated within the Drop Dead Date, or a Liquidity IPO has not been completed in terms of the Agreement by March 31, 2022."*

- 2.2 The following definition shall be added after the definition of the term "Encumbrance", as contained in Schedule 3 of the Existing Shareholders' Agreement:

*"Existing Shareholders' Agreement" means the shareholders' agreement dated December 5, 2016 together with all the schedules, annexures, and exhibits executed by the Parties to determine, inter alia, the rights of the Shareholders, obligations and the procedure for governance of the Company.*

The following definition shall be added after the definition of the term "Financial Year" as contained in Schedule 3 of the Existing Shareholders' Agreement:



"First Amendment Agreement" shall mean the amendment to this Agreement dated March 28, 2024 executed amongst the Company and the Shareholders of the Company.

- 2.4 The defined term "Trigger Liability" shall be deleted in its entirety from Schedule 3 of the Existing Shareholders' Agreement.
- 2.5 Section 8.2.2 (Put Option) of the Existing Shareholders' Agreement shall be deleted in its entirety.
- 2.6 Section 8.3 (Third Party Sale) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"Third Party Sale. In the event, a Qualified IPO or a Strategic Sale has not been consummated within the Drop Dead Date, or a Liquidity IPO has not been completed in terms of this Agreement by March 31, 2022, then the Investor has the right to require the Company to identify a bona fide third party purchaser or group of purchasers ("Third Party Purchaser") acceptable to the Investor to purchase all of the Investor Shares, as are mentioned in the Strategic Sale Notice in the manner provided in Section 8.1.3 to provide an exit to the Investor on such terms and conditions as may be acceptable to the Investor at a price that upon sale of the Investor Shares, the Investor realizes at least the Minimum Return. The Investor shall also be entitled to exercise the rights provided in Section 8.4 as part of the Third Party Sale."

- 2.7 Section 10.1 (Liquidity Preference) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"In any Liquidity Event, the Investor shall have a preference over the other Shareholders of the Company (including the Promoters) for return of the Investment Amount as set out hereinafter. The Promoters shall be obliged to ensure that the proceeds of a Liquidity Event, after making payments statutorily mandated, are distributed such that the Investor receives an amount equal to the Liquidity Preference Amount."

- 2.8 Section 10.3 (Liquidity Preference) of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"The Promoters undertake to do all such actions as may be required to ensure that, any incremental Shares that need to be issued or Transferred to the Investor to facilitate realization of the Liquidity Preference Amount shall be made by the Promoters, as agreed to by the Investor, by any method permissible under Applicable Law, including but not limited to (a) an adjustment of the conversion price or Conversion Ratio of the Investor CCPS; (b) issue of additional Shares to the Investor at the lowest permissible price; (c) Transfer of Shares held by the Promoters or other Shareholders to the Investor at lowest price permissible under Applicable Law; (d) payment of consideration to the Investor by the Promoters; (e) buy back of Shares held by the Promoters and other Shareholders to incrementally increase the shareholding of the Investor; (f) reduction of the sale proceeds or other proceeds receivable by the Promoters or all other Shareholders; or (g) by taking any action that may be necessary to ensure that the Investor realize the Liquidity Preference Amount."

- 2.9 In Paragraph 2 of Schedule 3, the term 'Option Price' shall be deleted in its entirety.

- 2.10 Paragraph 3(b) of Schedule 6 of the Existing Shareholders' Agreement is hereby amended and restated in its entirety to read as under:

"(b) The holders of Investor CCPS shall, at any time prior to 19 (nineteen) years from the date of issuance of the same, be entitled to call upon the Company to convert all or any of the Investor CCPS by issuing Notice to the Company accompanied by a share certificate representing the Investor CCPS sought to be converted. In case of conversion, and no later than 30 (thirty) days from the receipt of such Notice,



the Company shall issue Equity Shares in respect of the Investor CCPS sought to be converted. The record date of conversion of the Investor CCPS shall be deemed to be the date on which the holder of such Investor CCPS issues a Notice of conversion to the Company. The Investor CCPS, or any of them, if not converted earlier, shall automatically convert into Equity Shares on the basis of the Conversion Ratio either, (i) on latest permissible date prior to the issue of Shares to the public in connection with the occurrence of a Qualified IPO under Applicable Law, or (ii) on the day following the completion of 19 (nineteen) years from the date of issuance of the same.

Subject to the adjustments provided in Sections 4, 5, 6 and 7 below, each Investor CCPS shall convert into 1 (one) Equity Share ("**Conversion Ratio**"). No fractional Shares shall be issued upon conversion of Investor CCPS, and the number of Equity Shares to be issued shall be rounded up to the nearest whole number."

- 2.11 Paragraph 5(d) (Special Adjustment of Investor Shareholding) of Schedule 6 of the Existing Shareholders' Agreement shall be deleted in its entirety.

### 3. GENERAL

#### 3.1 Representations and Warranties.

Each of the Parties herein severally represent and warrant to the other that:

- 3.1.1 they have the power and authority to execute and deliver this First Amendment Agreement and are not prohibited as per any Applicable Law from entering or performing any actions required under this First Amendment Agreement;
- 3.1.2 this First Amendment Agreement has been duly authorized by the respective Parties and upon execution and delivery will constitute legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
- 3.1.3 the execution and delivery of this First Amendment Agreement and the promises, agreements or undertakings of such Party under this First Amendment Agreement do not: (i) violate any Applicable Law, or agreements or any other instruments which the Parties have executed, or (ii) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.
- 3.2 Entire Agreement. On and from the Effective Date, any reference to the Existing Shareholders' Agreement shall include a reference to the Existing Shareholders' Agreement as amended by this First Amendment Agreement and shall be read and construed as one document.

- 3.3 Validity of the Existing Shareholders' Agreement. Except for the amendments to the Existing Shareholders' Agreement hereunder, the other terms and conditions of the Existing Shareholders' Agreement shall remain in full force and effect and shall be read and construed in the spirit of the amendments to the Existing Shareholders' Agreement introduced under this First Amendment Agreement.

- 3.4 Stamp Duty. Any stamp duty payable on this First Amendment Agreement or any counterpart shall be borne by the Company.

- 3.5 Miscellaneous Provisions. The Parties agree that Section 11.10 (Confidentiality) and Section 14 (Miscellaneous) of the Existing Shareholders' Agreement shall apply *mutatis mutandis* to this First Amendment Agreement, as if set out specifically herein and incorporated into this First Amendment Agreement by reference, save and except for Section 14.15 (Stamp Duty).



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R. K. S.

S. K. S.

# ANNEXURE 1

## DETAILS OF THE PARTIES

### Part A: Details of the Investor

Investor	Authorized Signatory	Information for notices
ORBIMED ASIA II MAURITIUS LIMITED (surviving entity pursuant to amalgamation)	Harish Sumsurooah-Director	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius

### Part B: Details of the Company

Company number	U85110WB2005PTC102265
Registered Office	12/1, Premises No. 02-0327, DG Block, Action Area 1D, New Town, Kolkata-700156
Date of incorporation	March 15, 2005
Directors	Mr. Karan Kanika Verma, Dr. Somnath Chatterjee, Mrs. Ritu Mittal and Mr. Arun Sadhanandham
Statutory Auditors	M S K A & Associates Chartered Accountants Firm Registration Number: 105047W
Authorized Share Capital	INR 14,00,00,000
PAN	AAJCS4356F
Issued, Subscribed and Paid-Up Share Capital	Equity Shares - INR 6,90,00,000 Preference Shares - INR 1,62,859
Information for notices	Corporate Office - 12/1, Premises No. 02-0327, DG Block, Action Area 1D, New Town, Kolkata-700156
Authorized Signatory	Dr. Somnath Chatterjee
Email:	somnath@surakshanet.com
Telephone:	+91-33-6605-9750 (Company)

### Part C: Details of the Promoter

Sl. No.	Name of the Promoters	Information for notices
1.	Dr. Somnath Chatterjee	Address : BE-366, Salt lake City, Sector -1, Kolkata- 700064, West Bengal Email : <a href="mailto:somnath@surakshanet.com">somnath@surakshanet.com</a> Telephone : 033-6605-9750
2.	Mrs. Ritu Mittal	Address : 3, Bright Street, Park Circus Avenue, Ballygunge , Kolkata-700019, West Bengal, India Email : <a href="mailto:ritu@surakshanet.com">ritu@surakshanet.com</a> Telephone : 033-6605-9750
3.	Mrs. Sarla Kejriwal (legal heir and successor of Mr. Kishan Kumar Kejriwal)	Address : JC-21, 5TH Floor Sector-3, Salt Lake Kolkata 700106, West Bengal, India Email : <a href="mailto:raman@surakshanet.com">raman@surakshanet.com</a> Telephone : 033-6605-9750
4.	Mr. Munna Lal Kejriwal	Address : JC-21, 5TH Floor Sector-3, Salt Lake Kolkata-700106, West Bengal, India Email : <a href="mailto:srpsspl1982@gmail.com">srpsspl1982@gmail.com</a>

