



सत्यमेव जयते

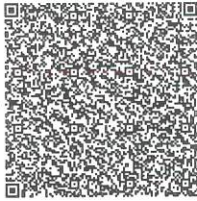
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL32944382695365V
Certificate Issued Date : 10-Jul-2023 05:59 PM
Account Reference : IMPACC (IV)/ dl1097903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL109790335435944537492V
Purchased by : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Second Party : SELLING SHAREHOLDERS AND LINK INTIME
Stamp Duty Paid By : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE ESCROW AGREEMENT DATED JULY 14, 2023 ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE SHARE ESCROW AGENT.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No. : IN-DL32944843132110V
Certificate Issued Date : 10-Jul-2023 06:00 PM
Account Reference : IMPACC (IV)/ dl1097903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL109790335437953837084V
Purchased by : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Second Party : SELLING SHAREHOLDERS AND LINK INTIME
Stamp Duty Paid By : YATHARTH HOSPITAL AND TRAUMA CARE SERVICES LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

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SHARE ESCROW AGREEMENT

DATED JULY 14, 2023

BY AND AMONG

YATHARTH HOSPITAL & TRAUMA CARE SERVICES LIMITED

AND

THE SELLING SHAREHOLDERS LISTED OUT IN ANNEXURE A

AND

LINK INTIME INDIA PRIVATE LIMITED

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SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this “**Agreement**”) is entered into on this 14th day of July 2023 (“**Agreement Date**”), at New Delhi by and among:

1. **YATHARTH HOSPITAL & TRAUMA CARE SERVICES LIMITED**, a public limited company incorporated under the laws of India and having its registered office at JA-108, DLF Tower A, Jasola District Centre, South Delhi-110 025, India, (the “**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);
2. **THE INDIVIDUALS LISTED OUT IN ANNEXURE A** (hereinafter referred to as the “**Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their legal heirs, administrators, executors and permitted assigns); and
3. **LINK INTIME INDIA PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, as amended and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (the “**Registrar**” or “**Share Escrow Agent**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

In this Agreement:

- (i) The Selling Shareholders as listed out in Annexure A are together referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”.
- (ii) The Company, the Selling Shareholders and the Share Escrow Agent are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Company and Selling Shareholders proposes to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 4,900 million (the “**Fresh Issue**”) and an offer for sale of Equity Shares of upto 65,51,690 Equity Shares by the “**Selling Shareholders**, and such Equity Shares, the (“**Offered Shares**”) (“**Offer for Sale**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and any other applicable statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, decrees, arbitral award, consents, directions, directives, orders or regulations or other governmental or regulatory restrictions or conditions, or any similar form of decision of, or determination by, any statutory, regulatory or governmental authorities, including SEBI, in relation to the initial public offering of equity shares by a company (the “**Applicable Laws**”), at such price as may be determined by the Company and Selling Shareholders in consultation with the BRLMs through the book building process (the “**Book Building Process**”) under the SEBI ICDR Regulations (the “**Offer Price**”) and other applicable laws (the “**Offer**”). The Company in consultation with the BRLMs, and pursuant to approvals granted by their Board of Directors and Shareholder’s through resolutions each dated July 5, 2023, has issued 4,000,000 Equity Shares for cash at a price of ₹ 300 per Equity Share (including premium of ₹ 290 per Equity Share) aggregating to ₹ 1,200 million by way of private placement. (“**Pre-IPO Placement**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations. The Offer includes an offer outside the United States in “offshore transactions” as defined in and in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (“**U.S. Securities Act**”) and the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company and the Selling Shareholders in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
- (B) The board of directors of the Company (“**Board of Directors**”) pursuant to a resolution dated February 21, 2022, have approved and authorised the Offer. Further, the shareholders of the Company have

pursuant to a special resolution under Section 62(1)(c) of the Companies Act, 2013, approved the Offer at the extraordinary general meeting of the Company held on February 21, 2022.

- (C) Each of the Selling Shareholders have, intimated the Company of their intention to participate in the Offer for Sale by contributing their respective portion of the Offered shares pursuant to their respective authorisation letters listed out in **Annexure A**, and consented to the inclusion of such number of Equity Shares as disclosed in Annexure A as part of the Offer for Sale.
- (D) The Company, through the Board of Directors (the "**Board**"), and the Selling Shareholders have appointed the Intensive Fiscal Services Private Limited, Ambit Private Limited and IIFL Securities Limited to manage the Offer as book running lead managers ("**BRLMs**") on an exclusive basis. Intensive Fiscal Services Private Limited, Ambit Private Limited and IIFL Securities Limited have accepted the engagement pursuant to respective engagement letters dated August 14, 2021, October 05, 2021, and September 24, 2021 (the "**Engagement Letters**"), *inter alia*, subject to the terms and conditions set forth therein. The fees and expenses payable to the BRLMs for managing the Offer have been mutually agreed upon amongst the Company, the Selling Shareholders and the BRLMs as per the Engagement Letters. The Company, Selling Shareholders and the BRLMs have entered into an offer agreement dated March 30, 2022 ("**Offer Agreement**").
- (E) The Company has filed the draft red herring prospectus dated March 30, 2022 ("**Draft Red Herring Prospectus**") with the Securities and Exchange Board of India ("**SEBI**") and National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**, together with NSE, "**the Stock Exchanges**"), in accordance with the SEBI ICDR Regulations, on March 31, 2022. After incorporating the comments and observations of the SEBI and the Stock Exchanges, the Company proposes to file a red herring prospectus ("**Red Herring Prospectus**") with the Registrar of Companies, N.C.T of Delhi and Haryana at New Delhi ("**RoC**"), SEBI and Stock Exchanges and will file the prospectus ("**Prospectus**") in accordance with the Companies Act and the SEBI ICDR Regulations.
- (F) Pursuant to an agreement dated March 30, 2022, the Company and the Selling Shareholders have appointed Link Intime India Private Limited as the Registrar to the Offer ("**Registrar Agreement**"). Subject to the terms of this Agreement, the Selling Shareholders have severally agreed to authorise and appointed Link Intime India Private Limited to act as the Share Escrow Agent for the Offer and deposit the Offered Shares into an escrow account(s) opened by Link Intime India Private Limited with the Depository Participant (as defined below). The Company in consultation with the BRLMs has consented to such appointment and Link Intime India Private Limited has provided its consent to act as the Share Escrow Agent for the Offer.
- (G) Each of the Selling Shareholders shall deposit on the Deposit Date (as defined hereinafter) their Offered Shares as specified in Annexure I in the Escrow Demat Account (as defined hereinafter) by the Share Escrow Agent with the Depository Participant, in accordance with the terms of this Agreement, which are being held in escrow in accordance with the terms of this Agreement. The Offered Shares are proposed to be credited to the demat accounts of the successful Bidders (i) in terms of the Basis of Allotment finalised and undertaken by the Company and the Selling Shareholders in consultation with the BRLMs and approved by the Designated Stock Exchange (as defined hereinafter), in accordance with Applicable Law, and (ii) with respect to Anchor Investors, made on a discretionary basis by the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations, any other applicable rules and regulations issued by SEBI, and any other Applicable Law.
- (H) Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and transfer the Sold Shares (as defined hereinafter) pursuant to the Offer to the Allottees and to transfer any remaining unsold Offered Shares ("**Unsold Shares**") back to the respective Selling Shareholder Demat Accounts (as defined hereinafter) as set forth in Schedule A.

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

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Red Herring Prospectus, the Preliminary Offering Memorandum, the Prospectus, and the Offering Memorandum, as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Red Herring Prospectus and the Prospectus shall prevail, to the extent of any such inconsistency or discrepancy. The following words and terms shall have the meanings set forth below:

"Affiliate" with respect to any Party shall mean (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any person which is a holding company, subsidiary or joint venture of such Party, and/or (c) any person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. In addition, the **"Promoters"** and the members of the **"Promoter Group"** are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the terms "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013 respectively and (ii) the terms **"Promoters"** and **"Promoter Group"** shall have the respective meanings set forth in the Offer Documents. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable

"Agreement" shall have the meaning given to such term in the Preamble and shall include reference to any amendments thereto;

"Allotment" shall mean the allotment of Equity Shares pursuant to the Fresh Issue and transfer of Offered Shares pursuant to the Offer for Sale to successful Bidders;

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

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

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

"Applicable Law(s)" shall mean shall have the meaning given to such term in Recital (A);

"Arbitration Act" shall have the meaning given to such term in Clause 10.4.(i).;

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

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

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

"Board of Directors" or **"Directors"** shall have the meaning given to such term in Recital (B);

"Book Running Lead Managers" or **"BRLMs"** shall have the meaning given to such term in the Preamble;

“**BSE**” shall mean BSE Limited;

“**Cash Escrow and Sponsor Bank Agreement**” shall mean the agreement to be entered into between the Company, the Selling Shareholders, the Registrar to the Offer, the BRLMs, the Syndicate Member(s), the Banker(s) to the Offer, for *inter-alia*, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof;

“**Closing Date**” shall mean the date of Allotment of Equity Shares pursuant to the Offer;

“**Confidential Information**” shall have the meaning assigned to the said term in Clause 10.10.(i). of this Agreement;

“**CDSL**” means Central Depository Services (India) Limited;

“**Companies Act**” shall mean the Companies Act, 2013 to the extent notified, along with the relevant rules, regulations, clarifications, circulars and notifications issued thereunder;

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

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

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

“**Depository**” shall collectively mean NSDL and CDSL;

“**Designated Stock Exchange**” shall mean BSE;

“**Dispute**” shall have the meaning given to such term in Clause 10.4(i);

“**Disputing Party(ies)**” shall have the meaning given to such term in Clause 10.4(i);

“**Drop Dead Date**” shall mean such date after the Bid/Offer Closing Date not exceeding six Working Days from the Bid/Offer Closing Date, as may be mutually agreed by the Company, the Selling Shareholders and the BRLMs;

“**Escrow Demat Account**” shall mean the common dematerialized account to be opened by the Share Escrow Agent with the Depository(ies) to keep the Offered Shares in escrow, in terms of this Agreement;

“**Event of Failure**” shall mean the occurrence of one or more of the following events:

- (a) The Bid/Offer Opening Date not taking place for any reason;
- (b) Any event due to which the process of bidding or the acceptance of Bids cannot start on the Bid/Offer Opening Date, or any other revised date mutually agreed between the Parties, for any reason;
- (c) The RoC Filing not being completed on or prior to the Drop Dead Date for any reason;
- (d) The Offer shall have become illegal or non-compliant with Applicable Law, or, shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable including or pursuant to any Applicable Law or any order or direction passed by any

- Governmental Authority having requisite authority and jurisdiction over the Offer;
- (e) in accordance with Regulation 49(1) of the SEBI ICDR Regulations, the number of Allottees is less than 1,000;
 - (f) Non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Laws or at all, including, a refusal by a Stock Exchange to grant the listing and trading approval;
 - (g) Failure to enter into the Underwriting Agreement on or prior to the RoC Filing, unless extended by the BRLMs, the Company and the Selling Shareholders, or the Underwriting Agreement or the Offer Agreement or the Engagement Letters being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, non-compliant with Applicable Laws or, if its performance has been prevented by SEBI, Governmental Authority, any court or other judicial, statutory or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account;
 - (h) There is failure to comply with the requirements of (i) the minimum subscription of 90% of the Fresh Issue; and (ii) Allotment of at least such number of Equity Shares in the Offer as prescribed under Rule 19(2)(b) of the SCRR;
 - (i) declaration of the intention of the Company and/or the Selling Shareholders, in consultation with the BRLMs, to abandon and/or withdraw and/or cancel the Offer at any time including after the Bid/Offer Opening Date, in accordance with Applicable Laws; or
 - (j) Such other event as may be mutually agreed upon among the Company, Selling Shareholders and the BRLMs.

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

“IPO Committee” shall mean the IPO committee of the Board of Directors;

“SEBI ICDR Regulations” shall have the meaning given to such term in Recital (A);

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

“Lien” shall mean any pre-emptive right, claim, equity, lien, pledge, mortgage, security interest, charge, trust, transfer restriction, encumbrance, non-disposal undertaking or any other right or interest, both present and future;

“NSDL” means National Securities Depository Limited;

“Offer Agreement” shall have the meaning assigned to the said term in Recital (D);

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

“Offered Shares” shall have the meaning assigned to the said term in Recital (A);

“Offer for Sale” shall have the meaning assigned to the said term in Recital (A);

“Offering Memorandum” shall mean the offering memorandum consisting of the Prospectus and the international wrap to be used for Offer and sale to persons/entities that are resident outside India;

“Preliminary Offering Memorandum” shall mean the preliminary offering memorandum consisting of

the Red Herring Prospectus and the preliminary international wrap to be used for Offer and sale to persons/entities that are resident outside India;

“**Pricing Date**” shall mean the date on which the Company, in consultation with the BRLMs, will finalize the Offer Price;

“**Public Offer Account**” shall mean bank account to be opened with the public offer account bank under Section 40(3) of the Companies Act, to receive monies from the Escrow Demat Account and ASBA accounts on the Designated Date;

“**RBI**” shall mean the Reserve Bank of India;

“**RoC Filing**” shall mean the date on which the Prospectus is filed with the RoC, in accordance with Applicable Law;

“**Selling Shareholder Demat Account(s)**” shall mean the demat account(s) of the Selling Shareholders as set out in **Schedule A**;

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

“**Share Escrow Failure Notice**” shall have the meaning assigned to the said term in Clause 5.3 of the Agreement;

“**Sold Shares**” shall mean the Offered Shares that are Allotted in the Offer in accordance with the finalized Basis of Allotment and credited to the demat accounts of the Allottees;

“**Supplemental Offer Materials**” shall mean any written communication (as defined in Rule 405 under the U.S. Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Equity Shares (other than the Preliminary Offering Memorandum and the Offering Memorandum) including, but not limited to, the investor road show presentations or any other road show materials relating to the Equity Shares or the Offer;

“**Third Party**” shall mean any person other than the Parties;

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

“**Working Day**” shall mean all other than second and fourth Saturday of the month, Sunday or a public holiday, on which commercial banks in Mumbai or Delhi are open for business; provided, however, with reference to (a) announcement of price band; and (b) Bid/ Offer Period, the expression “**Working Day**” shall mean all days on which commercial banks in Mumbai or Delhi are open for business, excluding all Saturdays, Sundays or public holidays; and (c) with reference to the time period between the Closing Date and the listing of the Equity Shares on the Stock Exchanges, the expression ‘**Working Day**’ shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, in terms of the circulars issued by SEBI.

Interpretation

In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;

- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iii) references to the words “include” or “including” shall be construed without limitation;
- (iv) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (v) references to any Party shall also include such Party’s successors in interest and permitted assigns or heirs, executors, administrators and successors, as the case may be, under any agreement, instrument, contract or other document;
- (vi) references to a “person” shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (vii) references to statutes or regulations or statutory provisions include such statutes or regulations or statutory provisions and any orders, rules, regulations, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;
- (viii) references to number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (ix) whenever any payment is to be made or action taken under this Agreement is required to be acted or initiated on a day other than a Working Day such payment shall be made or action taken on the next Working Day;
- (x) the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
- (xi) references to “Rupees”, “₹” and “Rs.” are references to the lawful currency of the Republic of India;
- (xii) references to “Allotment” of Equity Shares pursuant to the Issue, unless indicated otherwise, includes references to “transfer” and “credit” of the Equity Shares to the demat accounts of the allottees
- (xiii) references to a clause, section, preamble, recital, paragraph or schedule , unless indicated to the contrary, a reference to a Clause, Section, preamble, recital, paragraph or Schedule of this Agreement;
- (xiv) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
- (xv) in the event of any discrepancies or inconsistencies in the definition set out in this Agreement and those set out in the Offer Documents, the definition provided in this Agreement shall prevail.

1.2 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.

1.3 The rights and obligations of each of the Parties under this Agreement (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations) are several and not joint. None of the Parties shall be responsible for the information, obligations, representations, warranties or for any acts or omissions of any other Party, except in the manner otherwise set out under this Agreement.

2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT

ACCOUNT

- 2.1 The Company and the Selling Shareholders, severally and not jointly, hereby appoint Link Intime India Private Limited to act as the Share Escrow Agent under this Agreement to open and operate the Escrow Demat Account, and Link Intime India Private Limited hereby accepts such appointment on the terms and conditions set forth herein.
- 2.2 The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company immediately upon execution of this Agreement and open the Escrow Demat Account within one (1) Working Day from the date of this Agreement and in any event, three (3) Working Days prior to the Deposit Date and confirm the details of the opening of such Escrow Demat Account to other Parties. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.
- 2.3 Immediately, on opening of the Escrow Demat Account, the Share Escrow Agent shall send a written intimation to each Selling Shareholder and the Company (with a copy to the BRLMs) confirming the opening of the Escrow Demat Account in the form set forth in **Schedule B**. Such written intimation shall be sent in accordance with Clause 5.1, such that it is received on the day the Escrow Demat Account is opened.
- 2.4 Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Share Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns / statements, within such time and manner as prescribed under the GST and other Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholders, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent.
- 2.5 All costs, fees and expenses with respect to opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be shared among the Company and the Selling Shareholders, in accordance with the Offer Agreement.
- 2.6 The Company and the Selling Shareholders hereby confirm and agree to do severally and not jointly, all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.
- 2.7 It is clarified, for the avoidance of doubt, that the obligation of each of the Selling Shareholders to pay such expenses is independent and several and any non-payment by one Selling Shareholder shall not affect the services to be provided by the Share Escrow Agent to the other Selling Shareholder. Each of the Selling Shareholders shall not be responsible for the obligations, actions or omissions of either the other Selling Shareholder or the Company under this Agreement.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1 The Selling Shareholders, agree to debit their respective Offered Shares from their respective Selling Shareholder Demat Account and credit such Offered Shares to the Escrow Demat Account, subsequent to receipt of confirmation of the opening of the Escrow Demat Account in accordance with Clause 2 on or prior to the Deposit Date. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for, each of the Selling Shareholders, in accordance with the terms of this Agreement and shall instruct the Depository not to recognize any transfer which is not in accordance with the terms of this Agreement and Applicable Law. The Share Escrow Agent shall provide a written confirmation on the credit of all of the Offered Shares from the Selling Shareholders to the Escrow Demat Account to the Selling Shareholders, the Company and the BRLMs in the form set forth in **Schedule C**, on the same day and immediately upon credit of such Offered Shares to the Escrow Demat Account.
- 3.2 It is hereby clarified that the above-mentioned debit of the respective portion of the Offered Shares from each of the respective Selling Shareholder Demat Accounts and the credit of such Offered Shares into the Escrow Demat Account shall not be construed as or deemed to be a Transfer (including transfer of title or any legal or beneficial ownership or interest) by any of the Selling Shareholders in favour of the

Share Escrow Agent and/or any other person.

- 3.3 Subject to, and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account the Offered Shares and shall release the Sold Shares to the Allottees, in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1 above, the Share Escrow Agent shall release and credit back to the Selling Shareholder Demat Account(s) within one (1) Working Day, any remaining Offered Shares of the respective Selling Shareholders standing to the credit of the Escrow Demat Account after credit of the Sold Shares to the demat accounts of the Allottees, if any, or in the event of an occurrence of an Event of Failure in the manner provided in this Agreement.
- 3.4 Each of the Selling Shareholders, severally and not jointly, agree and undertake to retain its respective Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 below.

4. OWNERSHIP OF THE OFFERED SHARES

- 4.1 Each of the Selling Shareholders undertakes to retain the Offered Shares in the Escrow Demat Account until the completion of events set forth in Clause 5 hereof and in accordance with the terms of this Agreement. Notwithstanding any provisions of this Agreement, the Parties agree and acknowledge that with respect to the Offered Shares, in the instance the Red Herring Prospectus is not filed within ten (10) Working Days from the deposit of the Offered Shares in the Escrow Demat Account, or such other date as may be mutually agreed between the Company, the Selling Shareholders and the BRLMs pursuant to this Clause 4, or happening of an Event of Failure, whichever is earlier, as applicable, the Share Escrow Agent (or any new share escrow agent appointed pursuant to this agreement) shall, upon receipt of instructions in writing, debit the respective Offer Shares from the Escrow Demat Account and credit such Offered Shares into the respective Selling Shareholder(s) Demat Accounts in the same proportion, from which such Offered Shares were originally credited to the Escrow Demat Account by each of the Selling Shareholders. Once the Offered Shares are credited back to the respective Selling Shareholder Demat Accounts, if the Company and the Selling Shareholders, desire to file the Red Herring Prospectus with the RoC and new Deposit Date is determined, the Selling Shareholders shall debit their respective portion of the Offered Shares from their respective Selling Shareholder Demat Accounts and credit such Offered Shares to the escrow demat account again in accordance with this Agreement, or as mutually agreed between the Company and the Selling Shareholders in consultation with the BRLMs.
- 4.2 The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Agreement, any dividend declared or paid on the Offered Shares shall be to the credit of the Selling Shareholders, and, if paid by the Company, shall be released into a bank account notified in writing by the Selling Shareholders. In addition, until the Closing Date, the Selling Shareholders shall continue to be the beneficial and legal owner of the respective portion of the Offered Shares and exercise all of its rights, including but not limited to voting rights attached to its Offered Shares, and enjoy any related benefits such as, dividends, and other corporate benefits if any, attached to their respective portion of the Offered Shares. Notwithstanding the above and without any liability on the Selling Shareholders, the Allottees of the Sold Shares shall be entitled to dividends and other corporate benefits attached to such Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law. Notwithstanding anything stated in this Agreement, such Sold Shares shall rank *pari passu* with the Equity Shares.
- 4.3 The Share Escrow Agent hereby agrees and confirms that the Share Escrow Agent shall have no rights in respect of the Offered Shares other than as provided for in this Agreement. The Share Escrow Agent hereby agrees and undertakes that the Share Escrow Agent shall not at any time, claim, or be entitled to or exercise any voting rights or control over the Offered Shares and it shall not at any time, whether during a claim for breach of this Agreement or not, claim or shall be entitled to or exercise any voting rights, beneficial interest, or control over the Offered Shares. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, each of the Selling Shareholders, shall be entitled to give any instructions in respect of any corporate actions in relation to its Offered Shares, such as voting in any Shareholder' meeting until the Closing Date; provided, however, that no corporate action will be given effect to if it results in or has the effect of creating a Lien in favour of any person, or a Transfer to any person or returning the Offered Shares back to the Selling Shareholder Demat Account, except with the consent of the Company or pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and this Agreement. Further, the Share Escrow Agent hereby agrees and

confirms that the Share Escrow Agent shall not at any time, whether during a claim for breach of this Agreement, claim, have, be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares.

- 4.4 Notwithstanding anything stated herein and/or in any other agreement, the Parties hereby agree, that the Selling Shareholders are, and shall continue to be, the beneficial and legal owner of its Offered Shares until the Closing Date. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholder Demat Account pursuant to Clause 5 and Clause 9 of this Agreement, the Selling Shareholders shall continue to be the legal and beneficial owner of its Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by the Selling Shareholders.
- 4.5 The rights and obligations of each of the Parties under this Agreement and the representations, warranties, undertakings and covenants provided by each of the Parties are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

- 5.1 On or about the Closing Date:
- i. The Company shall provide a certified copy of the resolution of the Board of Directors and/or the IPO Committee, as the case may be, approving the Allotment, to the Share Escrow Agent, the Selling Shareholders and the BRLMs.
 - ii. The Share Escrow Agent shall upon receipt of and relying upon a copy of the resolution of the Board of Directors or the IPO Committee approving the Allotment, provide a written confirmation to the Selling Shareholders (with a copy to the Company and the BRLMs), that the Board of Directors or the IPO Committee and the Designated Stock Exchange has approved the Allotment.
 - iii. The Company shall (with a copy to the BRLMs) (a) issue the Corporate Action Requisition (with a copy of the resolution of the Board of Directors or the IPO Committee, as the case maybe, thereof, approving the Allotment) to the Share Escrow Agent and the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat accounts of the Allottees in relation to the Offer, and (b) inform the Share Escrow Agent and the Selling Shareholders by a notice in writing in the format provided in **Schedule D** along with a copy of the Corporate Action Requisition Form.
- 5.2 Upon receipt of the notice of the issue of the Corporate Action Requisition from the Company and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure: (i) the debit of the Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees of such Sold Shares in relation to the Offer, in terms of the Corporate Action Requisition within the time period as specified in the Red Herring Prospectus, the Prospectus and as prescribed under Applicable Law, and (ii) the release and credit to the Selling Shareholder Demat Account of any remaining unsold Offered Shares, i.e., Offered Shares remaining to the credit of the Escrow Demat Account (after credit of the Sold Shares to the Allottees as described above, and other than the Offered Shares remaining to the credit of the Escrow Demat Account on account of failure to credit such Offered Shares to the accounts of the Allottees despite having received the Corporate Action Requisition in respect of such Equity Shares) within one (1) Working Day of the completion of transfer of the Sold Shares to the demat accounts of the Allottees. The Share Escrow Agent shall intimate each of the Company, the Selling Shareholders and the BRLMs of the completion of the actions stated herein, in the format set forth herein as **Schedule D1**.
- 5.3 In the event of an Event of Failure, the Company shall immediately and not later than one (1) Working Day from the date of occurrence of such event, intimate the occurrence of the Event of Failure by issuing a notice in writing to the Share Escrow Agent (with a copy to the Selling Shareholders and the BRLMs), in form as set out in **Schedule E** ("**Share Escrow Failure Notice**").
- 5.4 Upon receipt of the Share Escrow Failure Notice indicating that the Event of Failure has occurred, prior

to the transfer of the Sold Shares to the respective demat accounts of the Allottees,; (i) the Share Escrow Agent shall not credit any Offered Shares to any Allottee or any person other than the Selling Shareholders, and (ii) the Share Escrow Agent shall credit such number of the Offered Shares as were deposited by the Selling Shareholders and were standing to the credit of the Escrow Demat Account to the Selling Shareholder Demat Account within one (1) Working Day of receipt by the Share Escrow Agent of the Share Escrow Failure Notice, provided however that, in case the proceeds of the Offer are lying in the Escrow Account(s) or in case Bid Amounts have been transferred to the Public Offer Account(s) in relation to the Offer, the Share Escrow Agent shall debit the Escrow Demat Account and credit back the Selling Shareholder Demat Account with the Sold Shares simultaneously upon receiving intimation of refund of proceeds of the Offer to the Bidders subject to Applicable Laws and procedures, along with the bank statements showing no balance in the Escrow Demat Account and Public Offer Account.

- 5.5 Upon receipt of the Share Escrow Failure Notice, the Share Escrow Agent and the Company, in consultation with the BRLMs, the Selling Shareholders, the SEBI, the Stock Exchanges and/or the Depositories, as may be required, shall within 1 (one) Working Day from the date of receipt of the Share Escrow Failure Notice issue an instruction to the Depositories (with a copy to the Share Escrow Agent, the BRLMs and the Selling Shareholders) to debit the Sold Shares that have been allotted to the Allottees and credit such Equity Shares constituting the Sold Shares to the Escrow Demat Account, subject to Applicable Law. Immediately upon the credit of the Sold Shares into the Escrow Demat Account under this Clause 5.5, the Company shall instruct the Share Escrow Agent to, and the Share Escrow Agent shall immediately transfer all such Equity Shares constituting the Sold Shares from the Escrow Demat Account to the Selling Shareholder Demat Account. For purposes of this Clause 5.5, it is clarified that the total number of Sold Shares credited to the Selling Shareholder Demat Account shall not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by the Selling Shareholders.
- 5.6 The Company shall provide all assistance, as may be required, to ensure that the Selling Shareholders receive the Offered Shares in accordance with Clauses 5.2, 5.4 or 5.5, as the case may be. The Share Escrow Agent shall undertake such actions, as may be required, so as to ensure that the Selling Shareholders receive its Offered Shares in accordance with Clauses 5.2, 5.4 and 5.5 of this Agreement, as applicable.
- 5.7 The Share Escrow Agent and the Company will ensure (in whatsoever manner possible) that each of the Selling Shareholders receives back their respective proportion of the Offered Shares in accordance with Clause 5 of this Agreement.

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

- 6.1 The Share Escrow Agent represents, warrants, undertakes and covenants to the Company and each of the Selling Shareholders that each of the following statements is accurate at the date of this Agreement and is deemed to be repeated on each date during the term of this Agreement:
- (a) it has been duly incorporated and is validly existing and is solvent and is in good standing as a company under Applicable Law and further, that no adverse order, injunction or decree, restraining it from carrying out the activities set out in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding, and that no petition or application for the institution of any proceeding has been filed before any court or tribunal, and that no steps have been taken for its bankruptcy, insolvency, dissolution, winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;
 - (b) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
 - (c) this Agreement has been duly and validly executed by it, and constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
 - (d) no mortgage, charge, pledge, Lien, trust, security interest or other encumbrance shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein;

- (e) it shall (i) hold the Offered Shares of the Selling Shareholders credited to the Escrow Demat Account, in escrow for and on behalf of, in trust for, the Selling Shareholders in accordance with the provisions of this Agreement; and (ii) instruct the Depositories not to, recognize any transfer which is not in accordance with the provisions of this Agreement;
- (f) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorised and does not and will not contravene (a) any Applicable Law, regulation, judgment, decree or order of any governmental authority, (b) its organizational documents, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a Party or which is binding on any of its assets;
- (g) the Escrow Demat Account and the Offered Shares deposited therein shall be held by the Share Escrow Agent in trust for the Selling Shareholders and in accordance with the provisions of this Agreement, kept separate and segregated from its general assets and represented so in its records and the Share Escrow Agent shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement;

6.2 The Share Escrow Agent undertakes to the Company and the Selling Shareholders that it shall act with due diligence, care and skill while discharging its obligations under this Agreement. The Share Escrow Agent hereby acknowledges and agrees that it shall be solely responsible for the operation of the Escrow Demat Account in accordance with this Agreement, and further undertakes to retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 of this Agreement and implement all written instructions provided to it in accordance with the terms of this Agreement. In relation to the Escrow Demat Account, the Share Escrow Agent shall not act on any instructions contrary to the terms of this Agreement, of any person including the Company or any of the Selling Shareholders.

6.3 The Share Escrow Agent shall provide to the Selling Shareholders and the Company, from time to time, statements of accounts, on a weekly basis and upon request of any of the Selling Shareholders, in writing, until the completion of the Allotment of the Sold Shares or closure of the Escrow Demat Account in terms of this Agreement.

6.4 The Share Escrow Agent undertakes to notify to the Company, each of the Selling Shareholder, and the BRLMs in writing promptly if it becomes aware of any circumstance which would render any of the above statements to be untrue or inaccurate or misleading in any respect.

6.5 The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under Applicable Law. The Share Escrow Agent agrees and undertakes to act with due diligence, care and skill while discharging its obligation under this Agreement and shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with and comply with Applicable Law, provided that in the case of occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions or clarifications from the Company and the Selling Shareholders. Any and all such instructions or clarifications as are duly provided by the relevant authorized signatories of the Company and the Selling Shareholders, as applicable, in writing, shall be implemented by the Share Escrow Agent, subject to and in accordance with Applicable Law. It shall exercise due diligence in implementation of such written instructions. The Share Escrow Agent shall not act on any instructions to the contrary, of any person including the Company or the Selling Shareholders. The Share Escrow Agent acknowledges that the Company and Selling Shareholders may be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations under this Agreement.

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

7. INDEMNITY

7.1 The Share Escrow Agent hereby indemnifies, keep indemnified and holds harmless the Company, the

Selling Shareholders and each of their respective employees, directors, officers, managers, Affiliates, advisors, associates, representatives, agents and any other person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (each such person, the “**Indemnified Party**”), fully indemnified, at all times, from and against any and all claims, penalties, actions, causes of action (probable or otherwise), delays, liabilities, damages, suits, demands, proceedings, writs, rewards, judgments, fines, claims for fees, costs, charges, expenses (including, without limitation, interest, fines, penalties, attorney fees, court costs, accounting fees, losses of whatsoever nature including reputational, made, suffered or incurred from difference or fluctuation in exchange rates of currencies and investigation costs) loss of GST credits or demands, interests, penalties, late-fees or any amounts imposed by any tax authorities in India (including GST authorities) or other losses, of whatsoever nature (including reputational) made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or from any breach of any or alleged breach of any representation, warranty, obligation, declaration, confirmation, covenant or undertaking or in the performance of obligations or responsibilities by the Share Escrow Agent, its Affiliates, directors, officers, employees, agents, consultants and advisors in this Agreement, or any provision of law, regulation, or order of any court, regulatory, statutory and/or administrative authority, or any of the terms and conditions set out in this Agreement or arising out of the acts or omissions, any delay, failure, negligence, fraud, misconduct, bad faith or wilful default or in performance of the duties, obligations and responsibilities by the Share Escrow Agent under this Agreement. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise, including any right for damages.

7.2 The Share Escrow Agent agrees to enter into a letter of indemnity in a form as set out in **Schedule G (“Letter of Indemnity”)** with the BRLMs on the date of this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the letter of indemnity in favor of the BRLMs.

8. TERM AND TERMINATION

8.1 This Agreement shall be effective from the date of this Agreement and shall automatically terminate upon the occurrence of the earlier of the following:

- i. upon the occurrence/completion of the events mentioned in Clause 5 above in accordance with the terms of the Red Herring Prospectus, the Prospectus, and Applicable Law;
- ii. the declaration or occurrence of any event or proceeding of bankruptcy, insolvency, winding-up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event. For the avoidance of doubt, in conjunction with Clause 8.2 below, it is hereby clarified that on the occurrence of any event mentioned under this Clause 8.1(ii), the Company and the Selling Shareholders may, in consultation with the BRLMs, appoint a substitute share escrow agent within one (1) Working Day of the termination of this Agreement in terms of this Clause 8.1(ii), or within such other period as may be determined by the Company and the Selling Shareholders in consultation with the BRLMs, and shall enter into an agreement with such substitute share escrow agent substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity to the BRLMs in the format set out in **Schedule G**); or
- iii. the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Clause 5 of this Agreement.

8.2 The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.1 above, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.3 It is clarified that in the event of termination of this Agreement in accordance with Clause 8, the obligation of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the

credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the respective Selling Shareholders Demat Accounts or the substitute escrow demat account, and the Escrow Demat Account has been duly closed.

- 8.4 In an event of fraud, negligence, misconduct, bad faith, breach or default on the part of the Share Escrow Agent, the Share Escrow Agent at its own cost, shall take all measures to immediately rectify such fraud, negligence, misconduct, bad faith, breach or default, as applicable within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders (with a copy to the BRLMs). The Company and the Selling Shareholders shall reserve the right to immediately terminate this Agreement by written notice (with a copy to the BRLMs), if the Share Escrow Agent is unable to rectify such event within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders. Further, this Agreement may be immediately terminated by the Company and the Selling Shareholders in the event of wilful default, bad faith, misconduct, negligence, commission of fraud by the Share Escrow Agent or a breach by Share Escrow Agent of its representations, warranties, obligations undertakings or covenants as set out in this Agreement by a written notice to the Share Escrow Agent, with a copy to the BRLMs. Such termination shall be operative only in the event that the Company and the Selling Shareholders, in consultation with the BRLMs, simultaneously appoint a substitute share escrow agent of equivalent standing, which shall enter into an agreement, substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity to the BRLMs substantially in the format set out in **Schedule G**). Further, for the purposes of entering into a new agreement, the parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent. The erstwhile Share Escrow Agent shall, without any limitations, continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and if required, shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.
- 8.5 The provisions of Clause 6 (*Representations, Warranties and Obligations of the Share Escrow Agent*), Clause 7 (*Indemnity*), this Clause 8.3 (*Survival*), Clause 9 (*Closure of the Escrow Demat Account*) and Clause 10 (*General*) shall survive the termination of this Agreement pursuant to Clauses 8.1 and 8.2 of this Agreement.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

- 9.1 The Share Escrow Agent shall close the Escrow Demat Account (acting on the instructions of the Company) within a period of two (2) Working Days from completion of the events outlined in Clause 5 or in the event of termination of this Agreement pursuant to Clause 8 and shall send a prior written intimation to the Company and the Selling Shareholders with a copy to the BRLMs relating to the closure of the Escrow Demat Account.
- 9.2 Notwithstanding Clause 9.1 above, in the event of termination of this Agreement pursuant to Clause 8.1 or Clause 8.4, the Share Escrow Agent shall close the Escrow Demat Account (acting on the instructions of the Company) and transfer the Offered Shares which are lying to the credit of the Escrow Demat Account to the new escrow demat account to be opened and operated by the new share escrow agent as appointed, in accordance with Clause 8.4, immediately, and in any event within four (4) Working Days of such termination or within such other period as may be determined by the Company and the Selling Shareholders in consultation with the BRLMs. Upon debit and delivery of the Sold Shares and any remaining Offered Shares which are lying to the credit of the Escrow Demat Account to the Allottees and the Selling Shareholder Demat Account, respectively, and closure of the Escrow Demat Account, as set out in this Clause 9, the Share Escrow Agent shall be released and discharged from any and all further obligations arising in connection with the Offered Shares other than as set out in this Agreement, provided that upon termination due to any event specified under Clause 8.1(ii) or Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and the appointment of a substitute share escrow agent in accordance with Clause 8.2, and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent.

10. GENERAL

10.1 Notices and counterparts

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

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

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

If to the Company:

Yatharth Hospital & Trauma Care Services Limited

JA-108, DLF Tower A,
Jasola District Centre,
New Delhi-110 025,
India

Tel: +91 11 49967892

E-mail: cs@yatharthhospitals.com

Attention: Ritesh Mishra

If to the Selling Shareholders:

Neena Tyagi

Sports Villa-17, Director Lane Jaypee Greens,
Greater Noida, Gautam Buddha Nagar,
Uttar Pradesh-201310

Tel: 9810353989

Email: ajaytyagi66@gmail.com

Vimla Tyagi

Sports Villa-17, Director Lane Jaypee Greens,
Greater Noida, Gautam Buddha Nagar,
Uttar Pradesh-201310

Tel: 9910373300

Email: ajaytyagi66@gmail.com

Prem Narayan Tyagi

Sports Villa-17, Director Lane Jaypee Greens,
Greater Noida, Gautam Buddha Nagar,
Uttar Pradesh-201310

Tel: 8588899945

Email: ajaytyagi66@gmail.com

If to the BRLMs:

Intensive Fiscal Services Private Limited

914, 9th Floor, Raheja Chambers Free Press
Journal Marg Nariman Point,
Mumbai – 400 021 Maharashtra, India

Tel: +91 22 2287 0443

E-mail: yatharth.ipo@intensivefiscal.com

Attn: Harish Khajanchi / Anand Rawal

Ambit Private Limited

Ambit House,
449, Senapati Bapat Marg Lower Parel (West),
Mumbai 400 013,
Maharashtra, India
Tel: +91 22 6623 3030
E-mail: Yatharth.IPO@ambit.co
Attn: Vikas Khattar

IIFL Securities Limited

10th Floor, IIFL Centre Kamala City,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai - 400 013,
Maharashtra, India
Tel: +91 22 4646 4600
E-mail: nipun.goel@iiflcap.com
Attn: Nipun Goel

If to the **Share Escrow Agent:**

Link Intime India Private Limited

C-101, 1st Floor, 247 Park,
L.B.S. Marg, Vikhroli (West),
Mumbai 400 083
Maharashtra, India
Telephone: +91 22 4918 6000
E-mail: haresh.hinduja@linkintime.co.in
Attention: Mr. Haresh Hinduja – Head, Primary Market

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

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

10.2 Assignment

Except as otherwise provided for in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any Person. Any attempted assignment in contravention of this provision shall be considered void.

10.3 Further Assurances

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

10.4 Governing Law and Jurisdiction; Dispute Resolution

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to sub clauses (ii) – (iv) below, the courts of New Delhi, India shall have exclusive jurisdiction in matters arising out of this Agreement or the breach, termination or validity thereof, including for any interim and/or appellate reliefs.

Arbitration

- i. In the event a dispute, controversy or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement including any question regarding the legal relationships established by this Agreement or the Engagement Letters (the “**Dispute**”), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute, the Parties (the “**Disputing Party(ies)**”) shall, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (the “**Arbitration Act**”).
- ii. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement or the Letter of Indemnity.
- iii. The arbitration shall be conducted as follows:
 - a. all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - b. all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in New Delhi, India;
 - c. the arbitration shall be conducted by a panel of three arbitrators. Each disputing party shall appoint one arbitrator within a period of thirty (30) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - d. the arbitrators shall have the power to award interest on any sums awarded;
 - e. the arbitration award shall state the reasons on which it was based;
 - f. the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - g. A person who is not a party to this Agreement shall have no right to enforce any of its terms.
 - h. the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - i. the arbitrators may award to a Disputing Party its costs and actual expenses including fees of counsel to such Disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement;
 - j. the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement;
 - k. subject to the foregoing provisions, the courts in New Delhi, India shall have jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate relief, brought under the Arbitration Act.
 - l. any reference made to the arbitration tribunal under this Agreement shall not affect the performance of the terms, other than the terms relating to the matter under arbitration, by the Parties under this Agreement.

- m. Notwithstanding the power of the arbitrators to grant interim relief, the disputing Parties shall have the power to seek appropriate interim relief from the courts of India.

10.5 **Supersession**

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

10.6 **Amendments**

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

10.7 **Third Party Benefit**

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

10.8 **Successors and Assigns**

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including any successor by reason of amalgamation, scheme of arrangement, merger, demerger or acquisition of any Party) and legal representatives.

10.9 **Severability**

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

10.10 **Confidentiality**

- i. The Share Escrow Agent shall keep all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which was by its nature intended to be, confidential ("**Confidential Information**"), and shall not divulge such information to any other person or use such Confidential Information other than:
 - a. its select employees, agents and professional advisors, that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.
 - b. any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority with whom it customarily complies.
- ii. In relation to Clause 10.10(i), the Share Escrow Agent shall procure/ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose Confidential Information, it shall ensure that such information shall not be issued or dispatched without the prior written consent of the Company and/or the Selling Shareholders, except as required under Applicable Law; provided that if such information is required to be so disclosed, the Share Escrow Agent shall ensure that the other Parties are duly informed of such disclosure in advance, prior to such disclosure so as to enable the Company and/or the Selling Shareholders, as the case may be, to obtain appropriate injunctive or other relief to prevent such disclosure or minimize the disclosed information only to the extent required by Applicable Law, and the

Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.

- iii. Confidential Information shall be deemed to exclude any information:
 - a. which is already in the possession of the receiving Party on a non-confidential basis.
 - b. which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties.
 - c. which subsequently becomes publicly known other than through the default of the Parties hereunder.

10.11 **Specific Performance**

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including without limitation a right for damages.

10.12 **Specimen Signatures**

All instructions issued by the Company, the Selling Shareholders and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholders and the Share Escrow Agent, as the case maybe, the name and specimen signatures of whom are annexed hereto as **Schedule F**, or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to each of the other Parties.

10.13 **Execution**

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

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement entered into by and among the Company, Selling Shareholders and Share Escrow Agent

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized signatories as of the date and year first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

SIGNED ON BEHALF OF YATHARTH HOSPITAL & TRAUMA CARE SERVICES LIMITED



Name: Ajay Kumar Tyagi
Designation: Chairman and Whole-time Director



This signature page forms an integral part of the Share Escrow Agreement entered into by and among the Company, Selling Shareholders and Share Escrow Agent

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized signatories as of the date and year first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

SIGNED BY NEENA TYAGI

Neena Tyagi

Name: Neena Tyagi

This signature page forms an integral part of the Share Escrow Agreement entered into by and among the Company, Selling Shareholders and Share Escrow Agent

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized signatories as of the date and year first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

SIGNED BY VIMLA TYAGI



Name: Vimla Tyagi
Designation

This signature page forms an integral part of the Share Escrow Agreement entered into by and among the Company, Selling Shareholders and Share Escrow Agent

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized signatories as of the date and year first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

SIGNED BY PREM NARAYAN TYAGI



Name: Prem Narayan Tyagi
Designation

This signature page forms an integral part of the Share Escrow Agreement entered into by and among the Company, Selling Shareholders and Share Escrow Agent

IN WITNESS WHEREOF, this Agreement is executed is executed by the Parties or their duly authorized signatories as of the date and year first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED

The image shows a handwritten signature in blue ink, which appears to be 'Dnyanesh Gharote'. To the right of the signature is a circular purple stamp. The text inside the stamp reads 'LINK INTIME INDIA PVT. LTD.' around the perimeter and 'MUMBAI' in the center.

Name: Dnyanesh Gharote

Designation: Vice President

ANNEXURE A

Sr. No.	Selling Shareholders	No. of Equity Shares offered	Date of consent letter
1.	Neena Tyagi	Up to 7,87,490	March 25, 2022
2.	Vimla Tyagi	Up to 37,43,000	March 25, 2022
3.	Prem Narayan Tyagi	Up to 20,21,200	March 25, 2022

SCHEDULE A

Selling Shareholder Demat Account Details

Sr. No	Name of the Selling Shareholder	No. of Equity Shares to be deposited	Depository	CLIENT ID	Depository Participant	DP ID	Account Name
1.	Neena Tyagi	Up to 7,87,490	NSDL	14272553	IIFL Securities	IN302269	Neena Tyagi
2.	Vimla Tyagi	Up to 37,43,000	CDSL	20564926	IIFL Securities Limited	12044700	Vimla Tyagi
3.	Prem Narayan Tyagi	Up to 20,21,200	CDSL	20258979	IIFL Securities Limited	12044700	Prem Narayan Tyagi

SCHEDULE B

[ON THE LETTERHEAD OF THE SHARE ESCROW AGENT]

Date: [•]

To,

The Company

The Selling Shareholders

The BRLMs

Re: Notice of opening of the Escrow Demat Account pursuant to Clause 2.3 of the share escrow agreement dated July 14, 2023 (the “Share Escrow Agreement”)

Dear Sir,

Pursuant to Clause 2.3 of the Share Escrow Agreement, we write to inform you that an Escrow Demat Account has been opened in accordance with the provisions of the Share Escrow Agreement, the details of which are as follows:

Depository Participant: [•]

Address of Depository Participant: [•]

DP ID: [•]

Client ID: [•]

Account Name: “[•]”

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

For and on behalf of Link Intime India Private Limited

Authorized Signatory

Name:

Designation:

SCHEDULE C

[ON THE LETTERHEAD OF THE SHARE ESCROW AGENT]

Date: [●]

To,

The Selling Shareholders, the Company and the BRLMs

Re: Notice of Transfer of Offered Shares to the Escrow Demat Account pursuant to Clause 3.1 of the share escrow agreement dated July 14, 2023 (the “Share Escrow Agreement”)

Dear Sir

Pursuant to Clause 3.1 of the Share Escrow Agreement, this is to confirm that the following Offered Shares from the Selling Shareholders have been credited to the Escrow Demat Account on [●], 2023 opened by the Share Escrow Agent:

Sr. No.	Name of Selling Shareholders	Demat Account Number	No. of Equity Shares transferred
1.	[●]	[●]	[●]
2.	[●]	[●]	[●]
Total			[●]

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

For and on behalf of Link Intime India Private Limited

Authorized Signatory

Name:

Designation:

Encl: Demat account statement

SCHEDULE D

[ON THE LETTERHEAD OF THE COMPANY]

Date:

To
Share Escrow Agent and the Selling Shareholders
Copy to: BRLMs

Sub: Issue of Corporate Action Requisition Form in relation to the Offer pursuant to the share escrow agreement dated July 14, 2023 (the “Share Escrow Agreement”)

Dear Sir/Madam,

In accordance with Clause 5.1 of the Share Escrow Agreement, the Corporate Action Requisition Form has been issued. A copy of the Corporate Action Requisition Form is enclosed herewith.

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

Yours sincerely,

For and on behalf of Yatharth Hospital & Trauma Care Services Limited

Authorized Signatory

Name:

Designation:

SCHEDULE D1

[On the letterhead of the Share Escrow Agent]

Date:

To,

The Company, the Selling Shareholders, and the Book Running Lead Managers

Dear Sir/Madam,

Sub: Completion of actions pursuant to Clause 5.2. of the share escrow agreement dated July 14, 2023 (the "Share Escrow Agreement")

Pursuant to Clause 5.2 of the Share Escrow Agreement, we write to inform you that (i) the Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees in the Offer; and (ii) the remaining unsold Offered Shares have been released and credited to the respective Selling Shareholder Demat Account(s), within one (1) Working Day of the completion of transfer of the Sold Shares to the demat accounts of the Allottees.

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

Yours sincerely,

For and on behalf of **Link Intime India Private Limited**

Authorized Signatory

Name:

Designation:

SCHEDULE E

[ON THE LETTERHEAD OF THE COMPANY]

To,

The Share Escrow Agent.

Copy to: Selling Shareholders and the BRLMs

Dear Sir/Madam,

Re: Share Escrow Failure intimation pursuant to Clause 5.3 of the share escrow agreement dated July 14, 2023 (“Share Escrow Agreement”)

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred, as follows: [●] [*Please provide details of the event of failure*]

Note: If an event of failure has occurred as mentioned under Clause 5.4 of the Share Escrow Agreement, the following instructions shall be provided:

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Account(s) in accordance with Clause 5 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account in accordance with Clause 9 of the Share Escrow Agreement.

Note: If an event of failure has occurred as mentioned under Clause 5.5 of the Share Escrow Agreement, the following instructions shall be provided:

Pursuant to Clause 5.5 of the Share Escrow Agreement, the Company has issued an instruction to the Depositories for the debit of the Offered Shares and credit of such Offered Shares to the Escrow Demat Account. The Share Escrow Agent is requested to transfer such Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Account(s) in terms of Clause 5.5 of the Share Escrow Agreement.

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

Kindly acknowledge the receipt of this letter.

Yours sincerely,

For and on behalf of Yatharth Hospital & Trauma Care Services Limited

Authorized Signatory

Name:

Designation:

Copy to the BRLMs