



गुजरात गुजरात GUJARAT नं० : ३३९१३। E 609609
तारीख : 24 SEP 2018
नाम : veeda clinical research Pvt. Ltd
ठेकाणुं : Shivalik Plaza-A, 2nd Floor,
Nr. I.I.M., Ambawadi,
Ahmedabad, 380 015.
ड. आर. पाटीया
वा. नं. अ. नं. २४६, २४७/१९९६
अमदावाड नारणपुराना सडंई
वेनारनी सडी, Bhaven

THIS AGREEMENT is made on 27 September 2018 (the *Execution Date*)

PARTIES:

1. **BONDWAY INVESTMENT INC.**, a company incorporated under the laws of the British Virgin Islands, having its principal place of business at 301, 99 Oud Mehta Al Gurg Building, 2nd Street, Oud Mehta, P.O. Box No. 22489, Dubai, UAE, hereinafter referred to as *Seller 1* (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
2. **STEVEY INTERNATIONAL CORPORATION**, a company incorporated under the laws of the British Virgin Islands, having its principal place of business at 301, 99 Oud Mehta Al Gurg Building, 2nd Street, Oud Mehta, P.O. Box No. 22489, Dubai, UAE, hereinafter referred to as *Seller 2* (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
3. **ARABELLE FINANCIAL SERVICES LIMITED**, a company incorporated under the laws of the British Virgin Islands, having its principal place of business at 301, 99 Oud Mehta Al Gurg Building, 2nd Street, Oud Mehta, P.O. Box No. 22489, Dubai, UAE, hereinafter referred to as *Seller 3* (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

4. **BASIL PRIVATE LIMITED**, a company incorporated under the laws of Mauritius, having its principal place of business at 22, Saint Georges Street, Port Louis, Mauritius, hereinafter referred to as **Purchaser 1** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
5. **CX ALTERNATIVE INVESTMENT FUND**, a private trust established under the Indian Trusts Act, 1882 and registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund with registration no. IN/AIF2/17-18/0369, having its principal place of business at D-15, 2nd Floor, Defence Colony, New Delhi – 110024, acting through its investment manager, CX Advisors LLP, a limited liability partnership incorporated under the laws of India, having its registered office at D-15, 2nd Floor, Defence Colony, New Delhi – 110024, hereinafter referred to as **Purchaser 2** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);
6. **VEEDA CLINICAL RESEARCH PRIVATE LIMITED**, a private limited company incorporated in India under the provisions of the Companies Act, 1956 and whose registered office is at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad – 380015, Gujarat, India, hereinafter referred to as the **Company** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
7. **APURVA SHAH**, son of Bhupendra Shah , an individual residing at 40501 FIVE Hotels and Residences, Palm Jumeirah, Dubai, UAE, hereinafter referred to as the **Confirming Party 1** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors and permitted assigns); and
8. **BINOY GARDI**, son of Hasmukh Gardi, an individual residing at Cluster 16, villa 13, Jumeirah Islands, Dubai, UAE, hereinafter referred to as the **Confirming Party 2** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, successors and permitted assigns).

Seller 1, Seller 2 and Seller 3 are together referred to as the **Sellers**, and individually as a **Seller**. Purchaser 1 and Purchaser 2 are together referred to as the **Purchasers**, and individually as a **Purchaser**. Confirming Party 1 and Confirming Party 2 are together referred to as the **Confirming Parties**, and individually as a **Confirming Party**. The Sellers, the Purchasers, the Company and the Confirming Parties are together referred to as the **Parties**, and individually as a **Party**.

RECITALS:

(A) The Company is a private company limited by shares incorporated in India, currently engaged in the business of providing the full range of services in relation to clinical research studies (**Business**). As on the Execution Date, the entire issued and paid-up share capital of the Company is legally and beneficially owned by the Sellers.

(B) The Sellers and the Purchasers have agreed to, on the terms of this Agreement, the sale and purchase of the Shares (as defined herein) of the Company.

(C) The Confirming Parties have agreed to enter into this Agreement to support the obligations of the Sellers hereunder, on the terms of this Agreement.

(D) Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 9.

IT IS AGREED:

1. SALE AND PURCHASE

1.1 The Sellers shall sell, and the Purchasers shall purchase, the Shares with effect from Closing with all rights then attaching to them including the right to receive all distributions and dividends declared, paid or made in respect of the Shares on or after Closing. The sale and purchase of the Shares shall be on the terms of this Agreement.

1.2 Each Purchaser shall purchase the number of Shares set out against its name in Schedule 3, provided that the Purchasers may notify the Sellers at least 5 (five) Business Days before Closing of any change in the number of Shares to be acquired at Closing inter se between the Purchasers, which notification shall then supersede Schedule 3.

2. PRICE

2.1 The price for the Shares shall be USD 64,084,500 (United States Dollars Sixty Four Million Eighty Four Thousand Five Hundred) (the *Price*), which shall be payable on Closing. The portion of the Price payable by each of the Purchasers to the Sellers shall be as set out in Schedule 3, subject to deduction of withholding tax in accordance with clause 2.2.

2.2 The Price shall be subject to the deduction of withholding tax and the Price shall accordingly be reduced to the extent of the amount of applicable withholding tax. Such withholding tax shall be deposited by the Purchasers at Closing and evidence of such deposit by way of a payment challan or receipt shall be provided to the Sellers no later than 3 (three) Business Days from Closing. The Purchasers shall also deposit the TDS return within 7 (seven) days from the expiry of the financial year quarter in which the Closing takes place and shall provide the Sellers with Form 16A once it is available on the relevant government web site.

3. ACTIONS ON THE EXECUTION DATE

3.1 On the Execution Date:

- (a) the Sellers and the Company shall provide the Purchasers with certified copies of the resolutions duly passed by the board of directors of the Company approving the execution, delivery and performance by the Company of the transactions contemplated under this Agreement;
- (b) each of the Sellers shall provide the Purchasers with certified copies of their respective corporate authorizations approving the execution, delivery and performance by the respective Sellers of the transactions contemplated under this Agreement; and
- (c) each of the Purchasers shall provide the Sellers with certified copies of their respective corporate authorisations, approving the execution, delivery and performance by the respective Purchasers of the transactions contemplated under this Agreement.

4. CONDITIONS TO CLOSING

4.1 Closing shall be conditional on fulfilment (or waiver under clause 4.5) of the following Conditions:

- (a) the Sellers having procured an opinion from a Big 4 Accounting Firm, in an Agreed Form;
- (b) no Material Adverse Change having taken place or subsisting;

- (c) each of the Sellers having provided to the Purchasers a 'Good Standing Certificate' issued by the Registrar of Corporate Affairs of the British Virgin Islands confirming that such Seller is duly and validly subsisting and in good standing in the British Virgin Islands;
- (d) each of the Sellers having procured from legal counsel in the British Virgin Islands an opinion, in a form reasonably acceptable to the Purchasers, as to the capacity and authority of such Seller to enter into this Agreement and perform its obligations hereunder;
- (e) the Company having submitted applications to the concerned authorities as required for the fulfilment of the actions set out at serial nos.5, 16, and 25 of the EAS Action Plan at Schedule 8 hereto; it being clarified that such submissions shall suffice for completion of this Condition, and the necessary actions under the EAS Action Plan shall be completed in accordance with clause 12.1(b);
- (f) the Company having obtained prior approval of Axis Bank Limited for change in its ownership and control pursuant to the Proposed Transaction in accordance with the sanction letter dated 29 December 2017;
- (g) the Sellers having obtained a no-objection certificate from Axis Bank Limited for disposal of more than 25% of their shareholding in the Company pursuant to the Proposed Transaction in accordance with the sanction letter dated 29 December 2017;
- (h) the Company having secured the release of all security created in favour of Dena Bank Limited, and having completed necessary filings with the Registrar of Companies to notify satisfaction of charges created in favour of Dena Bank;
- (i) the Company having appointed a whole time company secretary in accordance with section 203 of the Companies Act, 2013;
- (j) the Company having published its data protection and privacy policy in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011;
- (k) the Company having made applications for registering itself as a principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 with respect to the facilities located at Vedant, Insignia and Shivalik where such registration is required, i.e. where 10 or more workers are or have in the last completed financial year or calendar year been engaged by the Company as contract labour;
- (l) the Company having constituted a corporate social responsibility committee in accordance with section 135 of the Companies Act, 2013;
- (m) the issued and outstanding equity shares and preference shares of the Company having been dematerialized;
- (n) the Company having extinguished any options granted, whether vested or unvested, to each of the option holders under the Company's Employee Stock Option Plan 2007, and having cancelled the Employee Stock Option Plan 2007, in a manner reasonably satisfactory to the Purchasers;
- (o) each Seller having provided an undertaking in Agreed Form to the Purchasers confirming (i) there are no proceedings pending against such Seller, and (ii) all Tax claims, if any, have been paid;

- (p) the Purchasers having undertaken and completed, to their satisfaction, independent physical verification and technical assessment of fixed assets of the Company within 10 (Ten) Business Days from the Execution Date;
- (q) the Company having obtained and provided to the Purchasers balance confirmations and reconciliation for key receivables for balance outstanding as at 31 March 2018;
- (r) the Last Accounts of Veeda Clinical Research GmbH having been prepared by certified accountants, based on which the Company shall have prepared revised consolidated Accounts for the financial year ended 31 March 2018;
- (s) the Company having completed the divestment of its investment by way of a sale of its shares in Veeda Clinical Research GmbH to the satisfaction of and on terms acceptable to the Purchasers;
- (t) the Purchasers having been provided with the Accounts of the Company for the financial year ended 31 March 2018;
- (u) no breach of this Agreement having taken place and all the Warranties being true and correct in all respects (except as disclosed in the Disclosure Letter);
- (v) the draft of the Restated Articles being in Agreed Form;
- (w) the Company having declared and paid dividend to the holders of the Existing CCPS, for an amount which together with the applicable dividend distribution tax paid by the Company does not exceed INR 31.27 crore;
- (x) the Company having completed the process of buyback of 11,630 Existing CCPS at a price of INR 12,375 per Existing CCPS, held by the Sellers in accordance with the provisions of the Companies Act, 2013;
- (y) the remaining Existing CCPS, after completion of buyback in accordance with clause 4.1(x) above, having been converted by the Company into equity shares of the Company in the ratio of 1 equity share for each Existing CCPS and confirmation having been provided to the Purchasers of such conversion;
- (z) the Company having completed a bonus issuance of fully paid up compulsorily convertible Class A preference shares having face value of INR 10 each (**CCPS**), in the ratio of 60 CCPS for every 1 equity share of the Company of INR 10 each (collectively, the **Bonus CCPS**), the terms and rights attaching to each such CCPS being as set forth in Schedule 10 of this Agreement;
- (aa) the Company having terminated the lease agreements for two cars entered into with Dura Paper Corporation;
- (bb) the Sellers having provided the Purchasers with the Disclosure Letter; and
- (cc) the Updated Disclosure Letter, if any, shall be in a form acceptable to the Purchasers.

4.2 The Company shall use best efforts to ensure, and the Sellers shall use best efforts to procure that the Company ensures, that the Conditions set out at sub-clauses (e), (f), (h), (i), (j), (k), (l), (m), (n), (q), (r), (s), (t), (u), (v), (w), (x), (y), (z) and (aa) of clause 4.1 are fulfilled as soon as possible, and in any event by the Long Stop Date.

4.3 The Sellers use best efforts to ensure that the Conditions set out at sub-clauses (a), (c), (d) and (g) of clause 4.1 are fulfilled as soon as possible, and in any event by the Long Stop Date. The Sellers and the Purchasers shall use best efforts to ensure that the Condition set out at clause 4.1(bb) is fulfilled as soon as possible after the Execution Date, and in any event within 5 (five) Business Days from the Execution Date.

4.4 Each Party shall keep the other Parties reasonably informed of any communications with any relevant regulatory authority or third party (either orally or in writing) and shall take into account any reasonable representations made by the other Party.

4.5 The Conditions, or any of them, may be waived at any time by notice in writing by the Purchasers.

4.6 If any of the Conditions has not been fulfilled (or waived under clause 4.5) on or before the Long Stop Date, this Agreement shall automatically terminate (other than the Surviving Provisions), unless otherwise mutually agreed in writing between the Parties. Provided however that any time taken by the Purchaser to provide any approvals or confirmation with respect to the Conditions shall not be taken into account for determining the time taken by the Sellers for completion of the Conditions hereunder. In such event, no Party shall have any claim of any nature under this Agreement against the other Parties (except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions).

4.7 The Sellers shall promptly notify the Purchasers in writing upon fulfilment of a Condition, or if they become aware that a Condition is not fulfilled or becomes incapable (for whatever reason) of being fulfilled. The Sellers shall, upon fulfilment or waiver of all of the Conditions (except for the Conditions at sub-clauses (b), (o), (u) and (cc) of clause 4.1, which by their nature are only capable of fulfilment at Closing), issue a certificate to the Purchasers confirming the fulfilment or waiver of such Conditions (the **CP Completion Certificate**), together with documents in support of such fulfilment or waiver and the Conditions shall be deemed to have been completed to the satisfaction of the Purchaser. The Purchasers shall, if satisfied with the fulfilment or waiver of the Conditions, within 10 (ten) Business Days of receipt of the CP Completion Certificate, (i) issue a certificate to the Sellers confirming its satisfaction that the Conditions have been fulfilled or waived (the **CP Completion Confirmation Certificate**) or (ii) intimate the Sellers in the event any Conditions have not been fulfilled to their satisfaction.

4.8 Subject to this clause 4.8, if the Purchasers fail to provide the CP Completion Confirmation Certificate within the said period of 10 (ten) Business Days from receipt of the CP Completion Certificate, the Conditions shall be deemed to have been fulfilled to the satisfaction of the Purchasers. In the event a CP Completion Confirmation Certificate is not issued due to reasons specified in (ii) above, the Sellers shall fulfil such Conditions to the satisfaction of the Purchaser and issue another CP Completion Certificate, in accordance with the process set out in clause 4.7 above. The Business Day on or by which the CP Completion Confirmation Certificate is delivered to the Sellers or the 11th Business Day from the receipt of the CP Completion Certificate from the Sellers to the Purchasers, whichever is earlier, shall be the **Unconditional Date**.

4.9 The Sellers shall, no later than 5 (five) Business Days before the Closing Date, provide the Purchasers with a draft of an updated disclosure letter, updating the Warranties solely with respect to matters arising after the Execution Date and prior to the Closing Date (**Updated Disclosure Letter**), and on the Closing Date, the Sellers shall deliver to the Purchasers the Updated Disclosure Letter in a form and substance similar to the draft Updated Disclosure Letter circulated to the Purchasers (subject to any agreed updates between the date of the draft of such Updated Disclosure Letter and the Closing Date). Each disclosure under the Updated Disclosure Letter shall qualify the specific Warranty against which it is made, as of the Closing Date. The Warranties shall at all times be subject to the Disclosure Letter and the Updated Disclosure Letter. The Updated Disclosure Letter shall be in a form acceptable to the Purchasers.

5. PRE-CLOSING SELLER UNDERTAKINGS

5.1 Until Closing, the Sellers shall (except as the Purchasers may approve in writing or except as contemplated under this Agreement):

- (a) ensure that each Target Company carries on its business only in the ordinary and usual course and consistent with past practices;
- (b) ensure that all reasonable steps are taken to preserve and protect the assets of each Target Company and to preserve and retain the goodwill of its business (including existing relationships with customers and suppliers, in the ordinary course of business); and
- (c) ensure compliance with the provisions set out in Schedule 4.

5.2 The Sellers shall (subject to clause 15 (*Confidentiality*)) ensure that the Purchasers' representatives are allowed, upon reasonable notice, access to books and records of each Target Company (including the right to take copies) reasonably required by the Purchasers to plan for integration after Closing.

6. CLOSING

6.1 Closing shall take place at the offices of the Purchasers' lawyers on the date that falls 7 Business Days from the Unconditional Date, or at such other place or on such other date as the Sellers and the Purchasers may agree in writing (the date of Closing, the *Closing Date*).

6.2 At Closing, each of the Sellers and the Purchasers shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that Party (or the members of the Seller Group or the relevant Purchaser Group, as the case may be) in Schedule 7.

6.3 Neither the Sellers nor the Purchasers shall be obliged to perform their obligations in respect of Closing unless the other Parties comply in all material respects with their respective obligations under Schedule 7.

7. WARRANTIES

7.1 **Seller Warranties.** The Warranties of the Sellers as contained in this clause 7.1 and Schedule 2 of this Agreement, with reference to each of the Sellers, are true and valid on the Execution Date, and shall be true and valid on the Closing Date by reference to the facts and circumstances then existing as if references therein to the Execution Date were references to the Closing Date:

- (a) each Seller warrants that it has, and will at Closing have, the right to sell and transfer full legal and beneficial ownership of the Shares free from all Third Party Rights. This Warranty is not subject to any qualifications or limitations;
- (b) each Seller further warrants to the Purchasers as at the Execution Date in the terms of the Warranties set out in Schedule 2 (subject to matters disclosed in the Disclosure Letter). The Warranties set out in the separate paragraphs of Schedule 2 shall be separate and independent and (except as expressly otherwise provided) no Warranty shall be limited by reference to any other Warranty; and
- (c) the Warranties shall not be extinguished or affected by Closing or by any other event or matter except pursuant to a specific written release by the Purchasers or as disclosed in the Updated Disclosure Letter.

7.2 **Purchasers' warranties.** Each of the Purchasers hereby represent and warrant to the Sellers that the following are true and valid as at the Execution Date, and shall be true and valid on the Closing Date by reference to the facts and circumstances then existing as if references therein to the Execution Date were references to the Closing Date (*Purchaser Warranties*):

- (a) (i) in case of Purchaser 1 it is a company duly incorporated and validly existing under the Applicable Law of its jurisdiction, with full corporate power and authority to enter into the transactions contemplated herein, and (ii) in case of Purchaser 2 it is a trust duly registered and validly existing under the Applicable Law of its jurisdiction, with full power and authority to enter into the transactions contemplated herein;
- (b) neither the execution, delivery and performance of this Agreement or any Transaction Document to which it is a party, by the Purchaser, nor the consummation of the transactions contemplated hereby or thereby, shall: (a) directly or indirectly (with or without notice, lapse of time or both), materially conflict with, result in a material breach or violation of, constitute a material default under, give rise to any right of revocation, withdrawal, suspension, acceleration, cancellation, termination, or require the Purchaser to obtain any consent or authorization of any Governmental Authority, that would not reasonably be expected to have, either individually or in the aggregate, a material and non-remedial effect on the ability of Purchaser to perform its obligations under this Agreement or on the ability of Purchaser to consummate the transactions contemplated by this Agreement;
- (c) this Agreement constitutes and upon execution and delivery, each Transaction Document to which it is a party shall constitute, the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their terms;
- (d) there is no proceeding, action, litigation or claim pending or threatened in writing against Purchaser that will have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement or any Transaction Document to which it is a party; and
- (e) at the Closing, the Purchaser shall have sufficient immediately available funds, in cash, to pay the Price and to pay any other amounts payable by Purchaser at the Closing under this Agreement.

7.3 **Indemnification.** On and from the Closing Date, the Sellers, jointly and severally, indemnify, defend and hold harmless, the Purchasers and each of their Affiliates and their respective directors and officers (the *Indemnified Parties*) from and against, and agree to pay or reimburse the relevant Indemnified Parties for any and all Losses, relating to or arising out of or in connection with:

- (a) any breach of any Warranty (except as disclosed under the Disclosure Letter or the Updated Disclosure Letter) under any Transaction Document, which, to the extent capable of being remedied, has not been remedied for a period of 30 (thirty) days from the date of receipt of notice to this effect from the Indemnified Parties;
- (b) any breach, default or violation of or failure to fulfil any covenant, obligation or unwaived condition under any Transaction Document by the Sellers or the Company, which, to the extent capable of being remedied, has not been remedied for a period of 30 (thirty) days from the date of receipt of notice to this effect from the Indemnified Parties; and
- (c) any fraud (as adjudicated by a court of competent jurisdiction) on the part of the Sellers, in respect of the Company, and/or the Company or in respect of any of the Target Companies.

7.4 The Purchasers shall, in their absolute discretion, from time to time in respect of any claim arising under this clause 7 determine (a) which Seller shall indemnify the relevant Indemnified Party in

respect of that claim, provided however that the Purchasers shall not be entitled to claim indemnity from the Sellers more than once for the same Loss; (b) which Indemnified Party (or more than one, as relevant) shall be indemnified in respect of that claim; and (c) the allocation of the indemnity as between the relevant Indemnified Party (or more than one, as relevant), and the Purchasers shall notify the Sellers and the Company in writing of its determination. The Sellers agree to comply with such determination. Any Loss suffered by the Company as a result of or in connection with, or arising from, or in relation to clauses 7.3(a) and 7.3(b) shall be deemed to be a Loss for the Purchasers to the extent of their shareholding in the Company.

7.5 The indemnification rights under this Agreement are independent of, and in addition to, such other rights and remedies of the Indemnified Parties may have under Applicable Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

7.6 Notwithstanding anything contained herein or remedies available under clause 7.5, the indemnification rights of the Purchasers shall constitute their only monetary remedy in respect of the matters at clause 7.3 above.

7.7 Notwithstanding anything contained in the Disclosure Letter or elsewhere in this Agreement, but subject to the limitations as contained in clause 8 below (except clause 8.2), the Sellers hereby jointly and severally indemnify, defend and hold harmless, the Indemnified Parties for any and all Losses caused to the Indemnified Parties on account of, or as a result of, or in connection with, matters set out at Schedule 5.

7.8 The Sellers jointly and severally undertake to pay to the Company, within 10 (Ten) Business Days from a written demand made by the Purchasers specifying all relevant details together with all supporting documents, an amount equal to the Taxes actually payable or actually suffered by the Company in respect of the items mentioned below: (a) in respect of or arising on account of any transaction effected or deemed to have been effected prior to the Closing; (b) by reference to any profits earned, accrued or received (or deemed to have been earned, accrued or received) before the Closing; (c) any and all Tax arising by reason of the unavailability of any Tax Holiday, concession, benefit or exemption at any time (including after the Closing) where the reason for such unavailability is attributable to a transaction or the non-compliance with any formalities necessary for the continuance of such Tax Holiday concession, benefit or exemption before the Closing; and (d) any and all reasonable costs and expenses including legal costs actually incurred by the Purchasers in respect of a claim under this clause 7.8, provided that the Purchasers provide the Sellers with receipts or other documents evidencing the actual incurrence of the costs and expenses as mentioned above.

7.9 **Conduct of General Purchaser Claims**

(a) Subject to the provisions of clause 8 below, if an Indemnified Party is desirous of raising a claim for Loss, then the Indemnified Party shall notify the Sellers of such event of Loss (**Notice of Event**) within 60 (sixty) days from the date they become aware of the claim, explaining the nature of claim event. It is clarified that information in relation to a claim or matters that can lead to a claim which constitutes part of the information provided to the board of directors of the Company shall be deemed to be a Notice of Event for the purposes of this clause 7.9(a), as long as either of the Sellers continue to have nominees appointed to the board of directors of the Company. The Sellers shall be entitled to, within a period of 30 (thirty) Business Days or such other extended period as mutually agreed between the Parties in writing (**Remedy Period**), from the receipt of Notice of Event, remedy the circumstances giving rise to such event, if any. The Indemnified Party shall have right to raise a claim for Loss pursuant to the Notice of Event as above, at any time after the Remedy Period, subject to the limitations as specified in clause 8 herein below, by serving a notice (**Notice for Claim**) to the Seller specifying as far as practicable amount of the Loss claimed (the **Claim Amount**). If the Sellers reasonably and in good faith dispute the claim or the Claim Amount, the Sellers shall within 5 (five) Business

Days from the date of receipt by the Sellers of the Notice for Claim, notify the Indemnified Party of the reasons in support of its dispute of the claim or Claim Amount (as the case may be), by a notice in writing (*Notice of Dispute*) to the Indemnified Party.

- (b) If no Notice of Dispute is received by the Indemnified Party within the period stipulated above, the Indemnified Party shall be entitled to the full Claim Amount, which shall be payable by the Sellers within 30 (thirty) days thereof. In the event that the Indemnified Party receives a Notice of Dispute from the Sellers, the Indemnified Party and the Sellers shall in the first instance negotiate in good faith to resolve the dispute set forth in the Notice of Dispute, within 15 (fifteen) Business Days of receipt of the Notice of Dispute by the Indemnified Party. If the Indemnified Party and the Sellers resolve the relevant dispute, the Indemnified Party shall be entitled to the agreed amount / quantum of the relevant Loss within 15 (fifteen) days thereof. If Indemnified Party and Sellers are unable to resolve the dispute set forth in the Notice of Dispute through negotiation as aforesaid, the objection shall be settled through an arbitration proceeding in accordance with the terms of clause 25.2 of this Agreement. If the Indemnified Party does not give Notice of Event when required under clause 7.9(a) above, then the Indemnifying Party shall not be liable for any Loss suffered by, the Indemnified Party.

7.10 **Conduct of Third Party Claims**

- (a) On receipt of any notice of any claim from any Third Party (*Third Party Claim*), which could result in a Loss to any Indemnified Party and such Indemnified Party seeks or intends to seek indemnification from the Sellers under this clause 7, the following shall apply, subject to clause 8 below:
 - (i) the relevant Indemnified Party shall within 10 (ten) Business Days of receipt of the Third Party Claim, provide to the Sellers a written notice (*Third Party Claim Notice*) informing the Sellers of the Third Party Claim and the date on which the Third Party Claim was made along with the course of action it intends to take with respect to the Third Party Claim;
 - (ii) the Sellers shall be entitled, by notice in writing to the Purchasers within 10 (ten) Business Days of the Third Party Claim Notice, to control the defence of any Third Party Claim provided, however, that (A) the Sellers acknowledge and undertake that they are liable to indemnify the Indemnified Parties in respect of such Third Party Claim as per the terms hereof, and (B) the Sellers defend the Third Party Claim and will not consent to the entry of any judgment or award, or enter into any settlement or compromise with respect to the Third Party Claim (i) without a full release from the relevant Third Party of all liability whatsoever of the Indemnified Party(s), and (ii) where such judgement, award, settlement or compromise imposes any non-financial obligation or liability on any Indemnified Party, without the prior consent in writing of the Purchasers;
 - (iii) in case the Sellers do not assume control of the defence of any Third Party Claim, the defence of such Third Party Claim shall be under the control of the Indemnified Party(s), and the Sellers shall be deemed to have consented to and shall be bound by the manner in which such defence is assumed by the Indemnified Party(s), and by any judgement, order, decree, award, compromise or settlement made in respect of such Third Party Claim.
- (b) Subject to the Sellers having notified the Purchasers of their intention to control the defence of any Third Party Claim under clause 7.10(a)(ii), the Indemnified Party and the Company shall make no admission of liability, agreement, settlement or compromise with any third party in relation to such Third Party Claim without the prior written consent of the Sellers. Provided however that, if the Sellers have not notified the Purchasers of their intention to control the

defence of any Third Party Claim under clause 7.10(a)(ii), the Indemnified Party and the Company shall not make an admission of liability, agreement, settlement or compromise with any third party in relation to such Third Party Claim without prior consultation with the Sellers, if it does not give a full release from the relevant third party of all liability whatsoever of the Sellers. In the event the Sellers are directly made a party to a Third Party Claim, and do not assume control of its defence, the Indemnified Party shall not be liable to defend the Sellers and the Sellers shall not be bound by any admission of liability, agreement, settlement or compromise made in relation to such Third Party Claim, without their prior written consent.

7.11 On the provision of notice of a claim under clauses 7.9 and 7.10, the Purchasers shall procure that each Target Company shall give access to the Sellers and their respective officers, directors, employees and advisors reasonable access to the personnel, records and information of each Target Company together with the right to examine, copy or photograph such assets, documents, records and information, as the Sellers may reasonably require.

7.12 The Purchasers shall procure that each Target Company shall keep safe all information, books, records, documents (including information in electronic form) relating to the relevant Target Company and its business which are or may be relevant in connection with any matter which may give rise to a claim for the period within which any claim may be brought under this Agreement and after that, for as long as any claim or potential claim remains outstanding.

8. LIMITATIONS ON THE SELLERS' LIABILITY

8.1 Notwithstanding anything contained in this Agreement, the aggregate liability of the Sellers under this Agreement in respect of any claim for Loss, except for clause 7.3(c) shall not exceed 100% (One Hundred per cent) of the Price.

8.2 The Sellers shall have no liability in respect of any claim for Loss, except for Loss arising out of clause 7.3(c) and clause 7.7, unless the amount of that claim (excluding interest and costs) exceeds 0.2% of the Price (*De Minimis Limit*). The Sellers shall not be liable in respect of any Loss, unless the aggregate of all claims exceeding the De Minimis Limit exceeds 2% of the Price (*Threshold Limit*), after which the Sellers shall be liable for any and all such Losses such that the Indemnified Parties shall be entitled to claim the entire amount of the Losses suffered or incurred and not only the portion of the Loss that exceeds the Threshold Limit. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in determining whether the Threshold Limit has been satisfied, only Losses exceeding the De Minimis Limit shall be included in such determination.

8.3 Notwithstanding anything contained to the contrary in this Agreement, no claim shall be brought by an Indemnified Party for breach of the Warranties relating to:

- (i) Taxation of the Company, unless written notice of such claim is provided by the Indemnified Party to the Sellers promptly, and in any case, before the expiry of 7 (seven) years from the Closing Date; and
- (ii) any other Warranties, unless written notice of such claim is provided by the Indemnified Party to the Sellers promptly, and in any case, before the expiry of 4 (four) years from the Closing Date,

in each case, the written notice of claim must specify (in reasonable detail) the matter which gives rise to the claim, the nature of the claim and the amount claimed in respect thereof (detailing the Indemnified Party's good faith calculation of the Loss thereby alleged to have been suffered by it). It is hereby agreed that the limitations contained under this clause 8.3 shall not be applicable for any claims for Loss relating to (i) Warranties at clause 7.1(a) and paragraphs 2, 3, 5.3, 5.4, 5.5 and 5.6 of Schedule 2; and (ii) any fraud by the Sellers.

8.4 In the event that an Exit IPO is launched or an Exit Sale is closed at any time within 4 (four) years from the Closing Date, as per the terms of the Shareholders' Agreement, then indemnity obligations of the Sellers for Losses under clause 7.3(a), subject to the limitations and procedures contained in clause 7.4 to clause 7.12 and this clause 8, shall extend to such Exit IPO or an Exit Sale, only for a period of 12 (twelve) months from the launch of an Exit IPO or closing of an Exit Sale after which the right to claim Loss shall lapse. For sake of clarity, in the event any Exit IPO is launched or Exit Sale is closed by the Company in the fourth year from the Closing, then the limitation period as contained in clause 8.3(ii) above shall stand extended until the expiry of 12 (twelve) months from the date of launch of an Exit IPO or closing of the Exit Sale, only to the extent of any claims made under such Exit IPO or Exit Sale, as the case may be.

8.5 To the extent that a claim arises out of a liability which at the time that it is notified to the Sellers is contingent only, the Sellers shall not be under any obligation to make any payment to the Indemnified Party until the liability crystalizes and the Indemnified Party has actually suffered that Loss.

8.6 The Sellers shall not be liable for:

- (a) any claim arising due to change in Applicable Law, including any increase in the rates of Tax, or imposition of Tax or withdrawal of relief from Tax, after the Execution Date;
- (b) any change in generally accepted accounting practice after the Execution Date;
- (c) any change in the accounting policies or practice of the Purchasers, or any of their Affiliates, after the date of the Agreement;
- (d) any claim arising due to a breach, mistake or omission by an Indemnified Party;
- (e) any claim, to the extent such claim would not have arisen but for an act, omission or transaction occurring before Closing at the express written request or direction of the Purchasers; or
- (f) any claim, to the extent the claim relates to any matters disclosed in the Disclosure Letter and Updated Disclosure Letter.

8.7 Where the Purchasers or the Company are or may be entitled to recover from their insurers any sum in respect of any matter or event which is likely to give rise to a claim, the Purchasers shall or procure that the person so entitled, shall use all reasonable endeavours to recover that sum. The Purchasers shall keep the Sellers reasonably and promptly informed of such recovery.

8.8 Nothing in this clause 8 limits any general obligation under Applicable Law of the Purchasers and the Target Companies to mitigate any loss or damage which they may suffer or incur as a consequence of any breach of any Warranty.

8.9 If the Sellers pay any Indemnified Party any amount in discharge of any claim and such Indemnified Party or the Company subsequently recovers (whether by way of payment, discount, relief, credit or otherwise) from a third party the sum which relates to the subject matter of the claim and which would not otherwise have been received by such Indemnified Party, then such Indemnified Party shall pay to the Sellers who have made such payment to it originally, an amount equal to the sum received from the third party but subject to a maximum of the amount paid by the Seller to such Indemnified Party in discharge of the said claim.

8.10 All indemnity payments by the Sellers shall be made to the relevant Indemnified Party subject to withholding Taxes, if any.

9. LIMITATION OF PURCHASERS' LIABILITY

9.1 The Purchasers shall have no liability in respect of any claim for breach of any covenant, obligation or unwaived condition under the Transaction Documents unless the amount of the claim (excluding interest and costs) exceeds the De Minimis Limit, and unless the aggregate of all claims exceeding the De Minimis Limited exceeds the Threshold Limit. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, in determining whether the Threshold Limit has been satisfied, only claims exceeding the De Minimis Limit shall be included in such determination.

10. TERMINATION OF THIS AGREEMENT

10.1 The Purchasers may terminate this Agreement (other than the Surviving Provisions) by notice to the Sellers at any time before Closing if any of the following circumstances arise or occur at any time before Closing, namely:

- (a) any Material Adverse Change;
- (b) a breach of any Warranty (except to the extent disclosed under the Disclosure Letter or Updated Disclosure Letter) as given on the Execution Date and as if they were repeated at any time before Closing by reference to the facts and circumstances then existing, which, to the extent capable of being remedied, is not remedied within a period of 30 (thirty) days from the date of notice thereof from the Purchasers;
- (c) any breach by the Sellers of their material obligations under this Agreement, which, to the extent capable of being remedied, is not remedied within a period of 30 (thirty) days from the date of notice thereof from the Purchasers.

10.2 This Agreement may also be terminated by the mutual consent of the Parties in writing or in accordance with clause 4.6 hereunder.

10.3 This Agreement may be terminated by the Sellers for any breach of Purchaser's Warranties or obligations, covenants or agreements of the Purchasers hereunder.

10.4 If this Agreement is terminated under clauses 10.1, 10.2 or 10.3 above, no Party shall have any claim of any nature against any other Party under this Agreement (except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions).

11. INSURANCE

11.1 Until and including Closing, the Sellers shall (and shall ensure that each of its Affiliates and each Target Company shall): (i) continue in force and comply with all policies of insurance in respect of the businesses and assets of the Target Companies; (ii) not agree to or permit any amendment of any such policy or anything which is likely to render any such policy void or voidable.

11.2 If any insured event occurs before Closing in relation to any Target Company (or its business or assets), the Sellers shall (or shall ensure that the relevant member of the Seller Group or relevant Target Company shall) use all reasonable efforts to make recovery under the relevant insurance policy prior to Closing. To the extent that recovery is made, the Sellers shall ensure that the proceeds are (i) applied to restore or replace the relevant insured asset(s), or (ii) passed to the relevant Target Company.

12. POST-CLOSING UNDERTAKINGS

12.1 The Sellers shall ensure that:

- (a) as soon as reasonably practicable after the Closing Date (and in any event within 30 (thirty) days afterwards), the name of any member of the Seller Group which consists of or incorporates “Veeda” or “Veeda Clinical Research” (or anything which is substantially or confusingly similar) is changed to a name which does not include “Veeda” or “Veeda Clinical Research”;
- (b) the Company fulfils each of the items of the EAS Action Plan at Schedule 8 hereto within the agreed deadline specified therein;
- (c) within 30 (thirty) days from the Closing Date, the Company shall have completed the process of implementing a working information security management system with ISO 27001:2013 certification;
- (d) no later than 5 (five) Business Days following the Closing Date, the Company intimates Hero Fincorp Limited of the change in control and change in capital structure pursuant to the Proposed Transaction in accordance with the master facilities agreement dated 19 June 2015;
- (e) no later than 5 (five) Business Days following the Closing Date, the Company intimates the Gujarat Pollution Control Board of the transactions contemplated herein as required under the consents to establish granted in respect of the Vedant Facility and Insignia Facility of the Company;
- (f) no later than 5 (five) Business Days following the Closing Date, the Company intimates Dr. Reddy’s Laboratories Limited of the change in control and capital structure and change in directorship pursuant to the Proposed Transaction in accordance with the strategic alliance agreement dated 1 April 2015;
- (g) within 60 (sixty) days from the Closing Date, the Company adopts a policy for provisioning of receivables, as shall have been agreed with the Purchasers; and
- (h) within 30 (thirty) days from the Closing Date, the Company adopts a standard operating procedure for dealing with complaints and requests received from participants in studies and trials conducted by the Company, as shall have been agreed with the Purchasers.

12.2 As soon as reasonably practicable after the Closing Date (and in any event within 120 (one hundred and twenty) days afterwards), the Company shall procure the replacement and replenishment of the collaterals for the loans taken by the Company against the full and complete release and discharge of the personal guarantees and properties of the Sellers and the Confirming Parties provided prior to the Closing Date by the Sellers to the banks and until such time shall indemnify, defend, save and hold harmless the Sellers and the Confirming Parties against any invocation, claim, damages or liability arising in connection with such personal collaterals. A list of the personal guarantees and properties of the Sellers and the Confirming Parties which are charged with the banks are enlisted at **Exhibit A**.

12.3 As soon as reasonably practicable after the Closing Date, the Company shall adopt and implement policies prohibiting bribery and other forms of corruption and dealing with know-your-customer and anti-money laundering policies, procedures and controls set out in the Action Plan, in each case, in a form as shall have been provided by the Purchasers to the Company after Closing.

12.4 Within 30 (thirty) days from the Closing Date, the Company shall use best efforts to obtain, and the Sellers shall use best efforts to procure that the Company obtains, waivers from (i) Mylan Laboratories Limited of its right to terminate the master services agreement dated 9 December 2011, as amended, and (ii) Dr. Reddy’s Laboratories Limited of its right to terminate the strategic alliance agreement dated 1 April 2015, each on account of the Proposed Transaction.

12.5 The Sellers shall use their best efforts to maintain the Net Working Capital (calculated as per Schedule 11 hereto) of the Company on the Closing Date as INR 281 Million (*Estimated Net Working*

Capital) and the Net Debt of the Company on the Closing Date as INR 150 Million (**Estimated Net Debt**). The Parties agree that 5 (five) Business Days prior to the Closing, they will jointly appoint a Big 4 Accounting Firm (**Closing Diligence Advisor**) to conduct a post-Closing diligence to ascertain the actual Net Working Capital, Net Debt, Contingent Assets and Non-Contingent Assets as on the Closing Date. Within 30 (thirty) days of the Closing Date, the Closing Diligence Advisor shall complete an assessment exercise to determine the actual working capital (**Actual Net Working Capital**) and the actual Net Debt (**Actual Net Debt**) as of the Closing Date. The Company shall make available to the Closing Diligence Advisor all relevant personnel, books and records, any working papers (including those of the Parties' respective accountants) and supporting documentation in relation to the Net Working Capital and Net Debt and all other items and support reasonably requested by the Closing Diligence Advisor. If the aggregate of the Actual Net Working Capital less the Estimated Net Working Capital and Estimated Net Debt less the Actual Net Debt is less than zero, then the shortfall shall be adjusted against the Non-Contingent Assets. If, however, the Non-Contingent Assets are not sufficient to meet the shortfall, then the balance outstanding shall be paid by the Sellers to the Company in a manner as agreed between the Parties, subject to any withholding or deduction of any Tax, if applicable. Any payments to be made pursuant to this clause shall be made within 15 (fifteen) Business Days from the date on which the Parties determine the Actual Net Working Capital and the Actual Net Debt. The Parties hereby expressly agree that the Actual Net Working Capital and Actual Net Debt arrived at by the Closing Diligence Advisor shall be final and binding on the Parties absent fraud or manifest error. The Parties hereby expressly agree that all costs and expenses in relation to arriving at the Actual Net Working Capital and Actual Net Debt (including the fees payable to the Closing Diligence Advisor) shall be borne by the Company. For the purposes of this clause, the following terms shall have the meanings as ascribed to them hereunder:

- (i) **Contingent Assets** means the value of contingent receivables of the Company, which shall be calculated in accordance with Schedule 11 by the Closing Diligence Advisor.
- (ii) **Contingent Liabilities** means the aggregate value of the liabilities of the Company, which shall be calculated in accordance with Schedule 11 by the Closing Diligence Advisor.
- (iii) **Non-Contingent Assets** means the value of the non-contingent receivables of the Company, which shall be calculated in accordance with Schedule 11 by the Closing Diligence Advisor.

For sake of clarity, the calculations for the Net Working Capital and Net Debt shall be in accordance with in Schedule 11 hereto.

13. PAYMENTS

13.1 Any payment to be made under this Agreement by the Purchasers (or any of their Affiliates) shall be made to the Sellers' Bank Accounts in immediately available funds by electronic transfer on the due date for payment, or to such other accounts as the Sellers may notify in writing. Any payment to be made under this Agreement by the Sellers (or any of their Affiliates) shall be made to the bank accounts of the Purchasers as notified to the Sellers in writing, in immediately available funds by electronic transfer on the due date for payment.

13.2 Receipt of any sum in the relevant bank account pursuant to clause 13.1 shall be an effective discharge of the relevant payment obligation.

13.3 If any sum due for payment under this Agreement is not paid on the due date for payment, the person in default shall pay Default Interest on that sum from (but excluding) the due date to (and including) the date of actual payment calculated on a daily basis.

14. ANNOUNCEMENTS

Neither the Sellers nor the Purchasers (nor any of their Affiliates) shall make any public announcement or issue any circular in connection with this Agreement without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed). This restriction shall not apply if and to the extent that the announcement or circular is required by law or by any stock exchange or governmental, regulatory or supervisory body or authority of competent jurisdiction. If this exception applies, the Party making the announcement or issuing the circular shall use its reasonable efforts to consult with the other Party in advance as to its form, content and timing.

15. CONFIDENTIALITY

15.1 For the purposes of this clause 15:

(a) **Confidential Information** means:

- (i) (in relation to the obligations of the Purchasers) any information relating to the Seller Group which is received or held by the Purchasers (or any of their Representatives); or
- (ii) (in relation to the obligations of the Sellers) any information relating to a Purchaser Group received or held by the Sellers (or any of their Representatives) which, for the avoidance of doubt, following Closing includes any information relating to any of the Target Companies; and
- (iii) information relating to the provisions of, and negotiations leading to, this Agreement;

and includes written information and information transferred or obtained orally, visually, electronically or by any other means;

(b) **Representatives** means, in relation to a Party, its respective Affiliates and the directors, officers, employees, agents, advisers, accountants and consultants of that Party and / or of its respective Affiliates.

15.2 Each of the Sellers and the Purchasers shall keep (and ensure that each of their Representatives keeps) Confidential Information confidential and not disclose it to any person except: (i) as this clause 15 permits, or (ii) as the other Parties approve in writing.

15.3 The confidentiality obligation under clause 15.2 shall not apply if and to the extent that the Sellers or the Purchasers (as the case may be) can demonstrate that:

- (a) disclosure is required by law or by any stock exchange or Governmental Authority of competent jurisdiction (provided that the disclosing Party shall first inform the other Party of its intention to disclose such information and take into account the reasonable comments of the other Party);
- (b) the Confidential Information was lawfully in its possession or any of its Representatives (in either case as evidenced by written records) without any obligation of secrecy prior to its being received or held;
- (c) the Confidential Information has become publicly available not through its fault (or that of any of its Representatives);
- (d) disclosure is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement.

15.4 Each of the Sellers and the Purchasers undertakes that it (and its Affiliates) shall only disclose Confidential Information to any of its Representatives if it is reasonably required for purposes connected with this Agreement (or the other Transaction Documents) and only if the Representative is informed of the confidential nature of the Confidential Information.

16. ASSIGNMENT

16.1 The benefit of the Warranties may be assigned (in whole or in part) by the Purchasers without the consent of the Sellers to, and may be enforced by, any Permitted Assignee as if it were a Purchaser under this Agreement, in accordance with the terms hereof. Any Permitted Assignee to whom an assignment is made in accordance with this clause 16.1 may itself make an assignment as if it were a Purchaser. For this purpose, a *Permitted Assignee* means any member of a Purchaser Group and / or any third party which is the owner from time to time of any or all of the shares or assets of the Target Companies.

16.2 Except as provided in clause 16.1, neither Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Parties.

17. CONFIRMING PARTIES

17.1 Notwithstanding anything in this Agreement to the contrary, the Confirming Parties hereby agree and undertake to procure and ensure that the Sellers fulfil all their obligations hereunder and (ii) agree and undertake that they shall be jointly and severally liable with the Sellers for their obligations, covenants and Warranties hereunder, and to this end references to the Sellers contained in this Agreement shall be deemed to include references to the Confirming Parties.

18. FURTHER ASSURANCES

18.1 At any time on or after Closing, the Sellers shall take all reasonable steps to execute such documents, and take such further action, as the Purchasers may reasonably require for the purpose of giving effect to the provisions of this Agreement.

18.2 Each of the Sellers and the Purchasers shall procure that their respective Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

19. COSTS

19.1 Subject to clause 19.2 and except as otherwise provided in this Agreement or agreed between the Parties in writing, each Party shall be responsible for its own costs, charges and other expenses (including those of its Affiliates) incurred in connection with negotiating, preparing, entering into and completing this Agreement and the other Transaction Documents (including any notarisation and / or registration fees).

19.2 Any stamp duty or other transfer taxes (including interest and penalties) payable in respect of this Agreement shall be borne by the Purchaser. Except that, in the event that all Conditions other than clause 4.1(m) have been completed, and the Purchaser opts to waive the Condition at clause 4.1(m), any stamp duty or other transfer taxes (including interest and penalties) payable in respect of transfer of the Shares in physical form shall be borne by the Seller.

20. NOTICES

20.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, email, registered post or by courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or by courier, or (ii) at the time of transmission if delivered by fax or email without generation of any delivery failure message provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

20.2 The addresses and fax numbers of the Parties for the purpose of clause 20.1 are:

Seller 1 Address: 301, 99 Oud Mehta Al Gurg Building,
2nd Street, Oud Mehta, P.O. Box No.
22489, Dubai, UAE

For the attention of: Fax: +97143709448

Hasmukh Gardi Email: hasmukh@gardilegal.com

Seller 2 Address: 301, 99 Oud Mehta Al Gurg Building,
2nd Street, Oud Mehta, P.O. Box No.
22489, Dubai, UAE

For the attention of: Fax: +97143709448

Hasmukh Gardi Email: hasmukh@gardilegal.com

Seller 3 Address: 301, 99 Oud Mehta Al Gurg Building,
2nd Street, Oud Mehta, P.O. Box No.
22489, Dubai, UAE

For the attention of: Fax: +97143709448

Hasmukh Gardi Email: hasmukh@gardilegal.com

Purchaser 1 Address: 22, Saint Georges Street, Port Louis,
Mauritius

For the attention of: Fax: +230 2129833

Directors Email: Ops.teamd@sgggroup.com

Purchaser 2 Address: D-15, 2nd floor, Defence Colony, New
Delhi – 110024

For the attention of: Fax: +91 11 47640016

Vivek Chhachhi	Email:	vivek@cxpartners.in
Company	Address:	Shivalik Plaza A, 2 nd floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad - 380015
For the attention of:	Fax:	N/A
CFO / CS (Nirmal Bhatia)	Email:	nirmal.bhatia@veedacr.com
Confirming Party 1	Address:	40501 FIVE Hotels and Residences, Palm Jumeirah, Dubai, UAE
	Fax:	N/A
	Email:	apurva50@hotmail.com
Confirming Party 2	Address:	Cluster 16, villa 13, Jumeirah Islands, Dubai, UAE
	Fax:	N/A
	Email:	binoyg@hotmail.com

21. CONFLICT WITH OTHER AGREEMENTS

If there is any conflict between this Agreement and any other agreement relating to the Proposed Transaction, this Agreement shall prevail (as between the Parties to this Agreement) unless (i) such other agreement expressly states that it overrides this Agreement in a relevant respect, and (ii) the Sellers and the Purchasers and the Company are either also parties to that other agreement or otherwise expressly agree in writing that such other agreement shall override this Agreement in that respect.

22. ENTIRE AGREEMENT

22.1 This Agreement and the other Transaction Documents set out the entire agreement and understanding between the Parties in respect of the sale and purchase of the Shares. This Agreement supersedes all prior agreements, understandings or arrangements (whether oral or written) relating to the sale and purchase of the Shares, which shall cease to have any further force or effect). No Party has entered into this Agreement in reliance upon any statement, representation, warranty or undertaking made by or on behalf of any other Party other than those expressly set out in this Agreement or any other Transaction Document.

22.2 Nothing in this Agreement shall exclude any liability for, or remedy in respect of, fraudulent misrepresentation of any Party.

23. WAIVERS, RIGHTS AND REMEDIES

23.1 The Sellers undertake to the Purchasers (and to each individual and entity referred to in this clause 23.1) that, except in the case of fraud or wilful misrepresentation, they shall waive and relinquish any claim against any present or former employee, director, agent or officer of any Target Company on whom they may have relied before entering into this Agreement (including in relation to any information supplied or omitted to be supplied by any such person in connection with the Warranties or the Disclosure Letter).

23.2 No failure or delay by either Party in exercising any right or remedy under this Agreement (or any of the other Transaction Documents) shall affect or be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

23.3 The rights and remedies of the Purchasers under this Agreement (or under the other Transaction Documents) are cumulative, may be exercised as often as the Purchasers considers appropriate and are in addition to their respective rights and remedies under general law, except as otherwise provided for under this Agreement.

24. GENERAL

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

24.2 No amendment of this Agreement (or any of the other Transaction Documents) shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

24.3 If any provision of this Agreement is held to be invalid or unenforceable, it shall not invalidate any of the remaining provisions of this Agreement. The Parties shall use all reasonable efforts to replace it with a valid and enforceable substitute provision which carries out, as closely as possible, the intentions of the Parties under this Agreement.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and the relationship between the Parties hereto, including any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by, and interpreted in accordance with, the laws of India.

25.2 Dispute Resolution

(a) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.

(b) The seat of the arbitration shall be Singapore. The venue of arbitration shall be in Delhi, India or Singapore, as determined by the arbitral tribunal.

(c) The arbitral tribunal shall consist of three arbitrators.

(d) The language of the arbitration shall be English.

25.3 Subject to clause 25.2, the courts at Delhi, India shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement.

SCHEDULE 1

DETAILS OF THE COMPANY

Name	Country of Incorporation	Directors	Issued Share Capital	Shareholders
Veeda Clinical Research Private Limited	India	Binoy Gardi Apurva Shah	INR 175,877,870 comprised of (a) 547,775 equity shares of face value INR 10 each and (b) 51,018 compulsorily convertible Class B preference shares of face value INR 3,340 each	Bondway Investment Inc. (holding 349,900 equity shares and 25,509 compulsorily convertible Class B preference shares) Arabelle Financial Services Limited (holding 197,775 equity shares and 25,509 compulsorily convertible Class B preference shares) Stevey International Corp. (holding 100 equity shares)

SCHEDULE 2

WARRANTIES OF THE SELLERS

Part A : General Warranties

1. CORPORATE STATUS

The Company is duly incorporated and validly existing under the laws of India and has full corporate power and authority to own, lease and operate the assets and properties it now owns, leases and operates and to carry on its Business as now being conducted. The Company has valid licenses to do business in each jurisdiction in which the nature of the Business conducted by it or the property owned, leased or operated by it makes such licensing necessary.

2. AUTHORISATIONS

2.1 Authorisations; Enforceability, etc.

- (a) The Company and Sellers have full corporate power and authority, to enter into this Agreement, to perform their respective obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement, the performance of the Company's obligations hereunder and thereunder, including the sale of the Shares, and the consummation by the Company and Sellers of the transactions contemplated hereby and thereby, have been duly authorized by all necessary actions on the part of the Company and Sellers.
- (b) This Agreement has been duly executed and delivered by the Company and the Sellers, and constitutes legal, valid and binding obligations of the Company and the Sellers, enforceable against the Company and the Sellers in accordance with their respective terms.
- (c) All corporate authorisations and Regulatory Consents necessary to empower the Company and the Sellers to enter into and perform their obligations under this Agreement have been obtained.
- (d) The Sellers have not entered into or agreed to enter into any Contract, arrangement, undertaking, or transaction on behalf of the Company or incurred any liabilities (actual or contingent) on behalf of the Company or otherwise bound the Company in any way whatsoever except in the ordinary and usual course of business consistent with past practice and within the scope of the authority conferred by the Company.
- (e) There are no other Contracts entered into by the Company and / or the Sellers, which are in breach of the terms of this Agreement or the obligations of the Sellers or the Company hereunder.
- (f) The Company is not engaged in any retail activity or any activity in which foreign investment is restricted or prohibited.

3. NO CONFLICTS, ETC.

The execution, delivery and performance by the Company of this Agreement, the sale and transfer of Shares and the consummation of the transactions contemplated hereby, do not (i) conflict with, contravene, result in a violation or breach of or default under (with or without the giving of notice or the lapse of time or both), (ii) create in any other Person a right or claim of termination, adverse or material amendment, or require modification, acceleration or cancellation of or (iii) result in the creation of any Encumbrance (or any obligation to create any Encumbrance) upon any of the assets or properties

of the Company or any of its subsidiaries under (a) any provision of the Organizational Documents of the Company, (b) any Applicable Law with respect to the Company, any Subsidiary or any of their assets or properties, (c) any order, judgment or decree of any court or other Governmental Authority to which the Company or any Subsidiary is a party or by which any of their assets or properties may be bound or affected, or (d) any Contract to which the Company or any Subsidiary is a party or by which any of their assets or properties may be bound or affected.

4. INFORMATION

4.1 The information provided to the Purchaser and its Representatives during the preparation and negotiation of this Agreement was provided by the Company and the Sellers and their respective Representatives in good faith and was when given, and is as of the date hereof, true, accurate, complete and, not misleading.

4.2 All information contained in this Agreement is true, accurate and complete. Neither this Agreement nor the Shareholders Agreement contains any untrue statement of a material fact or wilfully omits to state a material fact required to be stated herein or therein, or necessary in order to make the statements contained herein or therein in light of the circumstances under which they were made, not misleading. There is no fact known to the Company or any Seller which has a Material Adverse Change.

4.3 All the information which was requested by the Purchasers according to the particular nature of the Company, its subsidiaries and the Shares, as the Seller reasonably believes that the Purchasers would require, to enable the Purchasers and their Representatives to make an informed assessment of the assets, liabilities, financial position, profits, losses and prospects of the Company and its subsidiaries and of the rights attaching to the Equity Shares, has been disclosed to the Purchasers.

5. CAPITALIZATION; SHAREHOLDING

5.1 The authorized share capital of the Company consists of 600,000 Equity Shares of Rs. 10 each, 100,000 Class 'A' cumulative compulsorily convertible participatory preference shares of Rs. 10 each and 51,020 Class 'B' cumulative compulsorily convertible participatory preference shares of Rs. 3,340 each as of the date hereof, of which 547,775 Equity Shares and 51,018 Class 'B' cumulative compulsorily convertible participatory preference shares of are issued as of the date hereof. 11,630 Class 'B' cumulative compulsorily convertible participatory preference shares will be bought back and the remaining compulsorily convertible preference shares will be converted into Equity Shares as a Condition to Closing. Schedule 1 sets forth a true, correct and complete list of all of the Company's shareholders of record, the number of Equity Shares held of record by each shareholder, the number of compulsorily convertible preference shares and each shareholder's percentage interest in the Company, on a fully converted and diluted basis. Schedule 1 truly, correctly and completely reflects the legal and beneficial ownership of the Company's Equity Shares and compulsorily convertible preference shares. All of the issued and outstanding Equity Shares are duly authorized, validly issued, fully paid and non-assessable and free of pre-emptive rights. The sale and delivery of the Shares to the Purchasers will be duly authorized prior to the Closing Date by all necessary corporate action on the part of the Company, in accordance with the Applicable Laws.

5.2 Except as contemplated by this Agreement and except as disclosed, there are no outstanding rights, plans, options, warrants, calls, conversion rights, repurchase rights, redemption rights or any Contracts, arrangements, requirements or commitments of any character (either oral or written, firm or conditional) obligating the Company to issue, deliver, sell, purchase, repurchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, repurchased or otherwise acquired, any equity securities or any securities exchangeable for or convertible into the foregoing or obligating the Company to grant, extend or enter into any such Contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such securities, other than the right of the Company to receive dividends and other distributions from its subsidiaries.

5.3 The Shares presently registered in the name of the Sellers are fully paid-up and legally and beneficially owned by them with clear and marketable title, free and clear of any Encumbrance, and there is no option, right to acquire, mortgage, charge, pledge, lien or other form of security or Encumbrance on, over or affecting these Equity Shares or any of them or any Contract or commitment to give or create any of the foregoing in respect of these Equity Shares, and the Sellers have not received notice of any claim by any Person to be entitled to any of the foregoing in respect of these Equity Shares.

5.4 Upon delivery to the relevant Purchaser of the Shares and payment of the Price by the relevant Purchaser as provided in this Agreement, the relevant Purchaser will acquire good, valid and marketable title to the Shares, free and clear of all Encumbrances. The Seller is entitled to transfer the Shares to the relevant Purchaser as specified in the Agreement.

5.5 No insolvency proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting any Seller is pending or has been threatened, in writing, to the Seller's notice and no Seller has made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings.

5.6 There is no action, suit, proceeding or investigation pending or threatened by written notice against any Seller, which questions the validity of this Agreement or the right of such Seller to enter into this Agreement, or to consummate the transactions contemplated hereby and thereby, or which could reasonably result in any change in the current equity ownership of such Seller in the Company or prejudice the relevant Purchaser's title to its Shares.

5.7 There are no Contracts among the shareholders of the Company with respect to the holding, voting, transfer or otherwise, with respect to the Shares.

6. TAX RESIDENCY OF THE SELLERS

6.1 The Sellers are not and have never been treated for any Tax purposes as residents in a country other than the British Virgin Islands.

6.2 The Sellers do not have and have never had a branch or permanent establishment or a place of effective management in any country other than the British Virgin Islands.

7. SUBSIDIARIES; OWNERSHIP INTERESTS

7.1 Other than as set forth in the Disclosure Letter, the Company has no subsidiaries and has no investment in, and holds no shares, partnership interests or equity interests (or warrants, options or other rights to acquire the same) of any other Person.

7.2 Except as contemplated under this Agreement, there are no Contracts in effect with respect to the voting or transfer of any interest in the Company.

8. ORGANIZATIONAL DOCUMENTS; MINUTES; SHARE REGISTER

8.1 The copies of the memorandum and articles of the Company heretofore provided to the Purchasers or their Representatives, each as in effect on the date hereof, are true, accurate and complete in all respects, have annexed thereto or incorporated therein copies of all resolutions or Contracts required by the Applicable Law to be so annexed or incorporated, and are (i) certified by the appropriate Governmental Authority of the jurisdiction of incorporation of the Company, to the extent such certification is applicable under law, or (ii) certified by an authorised signatory of the Company, if not required to be certified by a Governmental Authority.

8.2 The minute books of the Company heretofore provided to the Purchasers or their Representatives contain true, accurate and complete records of all meetings and actions in lieu of meeting of its board of directors (or other governing bodies) and any committees thereof and of its shareholders during the five-year period prior to the Closing Date and accurately reflect all transactions referred to in such minutes and actions in lieu of meeting

8.3 The share register of the Company (heretofore provided to the Purchasers) is true, accurate and complete as to both record ownership and beneficial ownership of the outstanding share capital of the Company.

8.4 All other statutory books and registers of the Company have been properly kept and, to the best of the Seller's knowledge, no notice that any of them is incorrect or should be rectified has been received.

9. FINANCIAL MATTERS

9.1 Accounting and other records

The books of account and other records of the Company, are up-to-date and have been maintained in accordance with all Applicable Laws and generally accepted accounting practices on a proper and consistent basis and comprise complete and accurate records of all information required to be recorded.

9.2 The Accounts

- (a) The Accounts have been derived from the accounting books and records of the Company, and have been prepared in accordance with the requirements of all Applicable Laws then in force and with GAAP applied on a proper and consistent basis throughout the periods presented in the Accounts, and are based on the Company's then existing accounting policies.
- (b) The balance sheets included in the Accounts give a true and fair view of the financial position of the Company as at the respective dates thereof, and the profit and loss account and the statement of cash flow included in the Accounts give a true and fair view of the results of operation and cash flows of the Company for the respective periods indicated therein.
- (c) The Accounts make full provision for or disclose all liabilities or obligations of any nature (whether accrued, absolute, contingent, disputed or otherwise and including financial lease commitments and pension liabilities) as required under the applicable accounting principles and standards, all outstanding capital commitments and all bad or doubtful debts of the Company, in each case in accordance with GAAP.
- (d) The results shown in the Accounts for each of the last five Financial Years ended on the Accounts Date were not (except as therein disclosed) affected by any extraordinary or exceptional item or by any other factor rendering such results for all or any of such periods unusually high or low with reference to the preceding 12 (twelve months) from the Accounts Date.
- (e) Except as disclosed, the provisions of this paragraph 9.2 apply to the Management Accounts in the same manner as they apply to the Accounts.

9.3 Accounting Controls

The Company has devised and maintained systems of internal accounting controls with respect to the Business sufficient to provide reasonable assurances that (i) all transactions are executed in accordance with management's general or specific authorization, (ii) all transactions are recorded as necessary to permit the preparation of financial statements in conformity with GAAP and to maintain proper

accountability for items, (iii) access to their property and assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for items is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.

9.4 Taxation

- (a) Except as disclosed, Taxation of any nature whatsoever for which the Company or any of its subsidiaries is liable or for which the Company or any of its subsidiaries is liable to account and which has fallen due for payment has been duly paid (insofar as such Taxation ought to have been paid) or adequate provisions made therefor, except for any Taxation relating to or arising out of the transactions contemplated herein on Closing Date. The Company and each of its subsidiaries has not asked for any extensions of time for the filing of any Tax Returns or other documents relating to Taxation, or the payment of any amount of Taxation. The Company and each of its subsidiaries has not paid or become liable to pay any interest, penalty, surcharge or fine relating to Taxation. Except as disclosed, the Company and each of its subsidiaries has not been subject to or is currently subject to any assessment, investigation, audit or search and / or seizure by any Taxation authority with regard to any Taxation or Tax Returns of the Company or any of its subsidiaries, and no deficiencies for Taxation have been asserted, or raised or threatened by a notice in writing by any Taxation authority against the Company or any of its subsidiaries.
- (b) Except as disclosed, all Tax Returns and other notices, computations and returns which ought to have been given or made, have been properly and duly submitted by the Company and each of its subsidiaries to the relevant Taxation authorities and all such Tax Returns and other information, notices, computations and returns submitted to such authorities are, true, and to the best of the Seller's knowledge, accurate and complete; and are not the subject of any dispute nor, to the best of the Seller's knowledge and belief, are likely to become the subject of any dispute with such authorities. All records which the Company or any of its subsidiaries is required to keep for Taxation purposes or which would be needed to substantiate any claim made or position taken in relation to Taxation by the Company or any of its subsidiaries, have been duly kept and are available for inspection at the Company's or such subsidiary's premises.
- (c) Except as disclosed all rents, interest and other amounts paid or payable by the Company or any of its subsidiaries are wholly allowable as deductions or charges in computing the Company's or such subsidiary's income for Taxation purposes. No claim has been made for the depreciation of any asset of the Company or any of its subsidiaries for Taxation purposes and no other claim has been made for a deduction, rebate or exemption of any nature, in circumstances in which, to the best of the Seller's knowledge, the claim is likely to be disallowed.
- (d) Except as disclosed, the amount of Taxation chargeable on the Company or any of its subsidiaries during any accounting period ending on the Accounts Date has not been affected to any extent by any concession, arrangements, Contract or other arrangement with any Taxation authority (not being a concession, Contract or arrangement available to companies generally). Except as disclosed, the Company and each of its subsidiaries is not subject to a special regime in respect of Taxation.
- (e) The Company and each of its subsidiaries has duly and timely made all deductions and withholdings in respect, or on account, of any Taxation from any payments made by it which it is obliged or entitled to make and has accounted in full to the appropriate authority for all amounts so deducted. The Company and each of its subsidiaries is entitled to deductions in respect of all expenses claimed in relation to any carried forward losses and no such losses have been, and to the best of the Seller's knowledge, none of these losses are required to be, disallowed.

- (f) The Company and each of its subsidiaries has not disposed of or acquired any assets in circumstances such that the disposal price or acquisition cost of the asset would be treated for Taxation purposes as being different from the consideration given or received.
- (g) Except as provided in the Accounts or disclosed, no transactions or arrangements involving the Company or any of its subsidiaries have taken place or are in existence and the Company and each of its subsidiaries does not have a liability to Taxation except in respect of and to the extent of income and profits actually received and no arrangements exist which might give rise to such a liability, whether as a consequence of any provision relating to transfer pricing or otherwise.
- (h) There are no Encumbrances for Taxes (other than for current Taxes not yet due) on the assets of the Company or any of its subsidiaries except as under the Applicable Laws. Neither the Company nor any of its subsidiaries is a party to any agreement providing for the allocation or sharing of Taxes. The Purchaser and the Company would not be responsible for the taxes payable by the Sellers with respect to the transactions contemplated by this Agreement.

9.5 **Absence of Certain Changes Since Last Accounts Date**

Since the Last Accounts Date, there has been no Material Adverse Change in the Company, and:

- (a) the Business of the Company has been carried on in the ordinary and usual course of business consistent with past practice, and the Company has not made or agreed to make any payment other than routine payments in the ordinary and usual course of business consistent with past practice;
- (b) no dividend or other distribution has been declared, paid or made by the Company (except for any dividends provided for in the Last Accounts or as agreed between the Parties in writing or contemplated under the Agreement), and no purchase or redemption has been made, directly or indirectly, of the Equity Shares or other securities of the Company;
- (c) the Company has not issued or sold any Equity Shares or other securities, or issued, sold, granted or entered into any subscriptions, options, warrants, conversion or other rights, Contracts, commitments, arrangements or understandings of any kind, contingently or otherwise, to purchase or otherwise acquire any such Equity Shares or other securities;
- (d) except as disclosed, there has been no material change in the level of borrowing or in the working capital requirements of the Company;
- (e) no individual Contract (whether in respect of capital expenditure or otherwise) has been entered into by the Company which is of a long term or unusual nature or which involved or could involve an obligation of a material nature or magnitude (a liability for expenditure in excess of INR 2,00,00,000 being deemed as material for this purpose);
- (f) except as disclosed, the Company has not, except in the ordinary and usual course of business consistent with past practice, acquired or disposed of, or agreed to acquire or dispose of, any individual business or asset;
- (g) except as disclosed, no debtor has been released by the Company on terms that it pays less than the book value of its debt and no debt owing to the Company has been deferred, subordinated or written off or has proved to any extent irrecoverable;
- (h) except as disclosed, no change has been made in terms of employment, including pension or provident fund commitments, by the Company (other than those required by Applicable Law), and the Company has not entered into, adopted or amended any employment, consulting, retention, change-in-control, collective bargaining, bonus or other incentive compensation,

profit-sharing, health or other welfare, stock option or other equity, pension, retirement, vacation, severance, deferred compensation or other employment, compensation or benefit plan, policy, Contract, trust, fund or arrangement for the benefit of any officer, director, employee, sales representative, agent, consultant or Affiliate (whether or not legally binding);

- (i) the Company has not suffered any damage, destruction or loss (whether or not covered by insurance), or any strike or other employment-related problem, or any change in relations with (other than in compliance with the terms of the Contract with such supplier or customer), or any loss of, a supplier or customer, except in the ordinary and usual course of business consistent with past practice;
- (j) except as disclosed in the Last Accounts, the Company has not entered into any affiliated or related party transactions, Contracts or arrangements between the Company and the Seller or their Affiliates, and any transaction, Contract or arrangement between the Company and any entity or firm in which any of the Seller or its Affiliates has a financial interest of more than 10% in the aggregate;
- (k) the Company has not repaid any borrowing or Indebtedness in advance of its stated maturity;
- (l) there has been no material increase or decrease in the levels of debtors or creditors or in the average collection or payment periods for the debtors and creditors respectively, except in the ordinary and usual course of business consistent with past practice;
- (m) except as disclosed, the Company has not subjected to any Encumbrance any of its properties or assets, tangible or intangible;
- (n) except as provided for in the Last Accounts, the Company has not changed in any respect its accounting practices, policies or principles;
- (o) the Business of the Company has not been affected by any abnormal factor not affecting to a similar extent generally all companies carrying on similar businesses in India; and
- (p) the Company has not taken any action and to the best of its knowledge, not omitted to take any action that would contravene any of the foregoing.

9.6 Past Transactions in accordance with Applicable Laws

All transactions undertaken by the Company and its subsidiaries have been carried out in accordance with the Applicable Laws in all material respects.

9.7 Debts owed to the Company

- (a) There are no debts, as on the Execution Date, and there will be no debts, as on the Closing Date, owing to the Company other than trade debts incurred in the ordinary and usual course of business consistent with past practice (which do not exceed INR 18,00,00,000 in aggregate).
- (b) The book debts shown in the Last Accounts have or will realise within agreed periods, i.e. the period as agreed under the respective invoices or orders, from the Last Accounts Date their nominal amount less any specific provision for bad or doubtful debts included in such Last Accounts. The book debts incurred and owed to the Company in relation to its Business since the Last Accounts Date and which are outstanding as at the date hereof will realise within the period agreed under the respective invoices or orders from the date of incurrence their nominal amount.

9.8 Debts owed by the Company

- (a) Except in the ordinary and usual course of business consistent with past practice, the Company, its subsidiaries, joint ventures and Affiliates do not have outstanding any borrowing or indebtedness in the nature of borrowing (including, without limitation, any indebtedness for money borrowed or raised under any acceptance credit, bond, note, bill of exchange or commercial paper, finance lease, hire purchase Contract, trade bills, forward sale or purchase Contract or conditional sale Contract or other transaction having the commercial effect of a borrowing), except money borrowed from third parties as disclosed in the Last Accounts.
- (b) The Company has not received any notice to repay under any Contract relating to any borrowing or Indebtedness which is repayable on demand.
- (c) Trade debts incurred by the Company in the ordinary and usual course of business consistent with past practice and outstanding do not exceed, as on the Execution Date, and will not exceed, as on the Closing Date, INR 18,00,00,000 in aggregate.

10. REGULATORY MATTERS

10.1 Consents and Governmental Approvals

- (a) The Company has obtained all Regulatory Consents necessary for the conduct of its Business as presently conducted.
- (b) Each of the Regulatory Consents obtained by the Company is in full force and effect, and has been substantially complied with in all respects.
- (c) There is no litigation pending or to the best knowledge of the Sellers threatened, that would result in the termination, revocation, cancellation, suspension, modification or non-renewal of any of such Regulatory Consents.
- (d) To the best of the knowledge of the Seller, there are no circumstances which indicate that any such Regulatory Consents will or are reasonably likely to be terminated, revoked, cancelled, suspended, or cannot be renewed, in whole or in part, in the ordinary and usual course of business consistent with past practice (whether as a result of this Agreement or otherwise).
- (e) The execution, delivery and performance of this Agreement by the Company and the Seller, and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or violate any Regulatory Consent obtained by or applicable to the Company or result in any termination, revocation, cancellation, suspension, or non-renewal thereof.

10.2 Compliance

- (a) The Company has not been in conflict with, contravened or in violation or breach of (w) any Applicable Law as may be applicable to it or any of its properties, assets, operations or Business, in any material respect, (x) any order, judgment or decree of any court or other Governmental Authority to which the Company or any of its subsidiaries is a party or by which any of their respective assets or properties may be bound or affected, (y) any provision of its existing Organizational Documents, or (z) any Contract to which the Company or any of its subsidiaries is a party or by which any of their respective assets or properties may be bound or affected in any material respect.
- (b) The Company has not received any notice of and to the best of the Seller's knowledge there is no claim alleging any such conflict, contravention, violation, breach or default, except as disclosed.

11. COMPANY'S ASSETS

For the purposes of the Warranty set out in this paragraph 11, “assets” shall not include the Properties, to which the provisions of Part B of this Schedule shall apply.

11.1 Ownership

- (a) All the assets included in the Last Accounts or acquired since the Last Accounts Date (other than assets sold in the ordinary and usual course of business consistent with past practice) are the absolute property of the Company, free and clear of any Encumbrance, except as disclosed.

11.2 Possession and Third Party Facilities

- (a) All of the assets owned by the Company, or in respect of which the Company has a right of use, are in the possession or under the control of the Company, except as disclosed.
- (b) Where any assets are used in the Business of the Company but not owned by the Company or any facilities or services are provided to the Company by any third party, there has not occurred any event of default or any other event or circumstance (other than the expiry of any Contract in the normal course) which may entitle any third party to terminate any Contract or licence in respect of the provision of such facilities or services (or any event or circumstance which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute such an event or circumstance).

11.3 Adequacy of Assets

The assets of the Company and the facilities and services to which the Company has a contractual right include all rights, properties, assets, facilities and services necessary for the carrying on of the Company's Business in the manner in which it is presently carried on.

11.4 Cash

Since the Last Accounts Date and except as disclosed, the cash balances of the Company have not been reduced by any payments except for amounts payable in the ordinary and usual course of business consistent with past practice.

11.5 Insurance

- (a) The Company is insured with reputable insurers with respect to the matters set forth in the Disclosure Letter. The Company's insurances are in full force and effect, all premiums due thereon have been paid and the Company is not in default thereunder. To the best of the Company's and the Seller's knowledge, there are no circumstances which might lead to any liability under such insurance being avoided by the insurers or the premiums being increased.
- (b) The insurance policies held by the Company are on such terms (including without limitation as to deductibles and self-insured retentions), cover such risks, contain such deductibles and retentions and are in such amounts as are (x) customarily held by companies of established reputation engaged in the same business as the Company, and (y) required pursuant to the provisions of any Contract the Company is party to. The insurance coverage provided by such policies is adequate and suitable for the Company's Business and operations.
- (c) No claim is outstanding by the Company under any policy of insurance held by it and, to the best of its knowledge, there are no circumstances likely to give rise to such a claim, except as disclosed.

12. INTELLECTUAL PROPERTY AND INFORMATION TECHNOLOGY

12.1 Registered Rights

- (a) There are no Intellectual Property Rights registered or sought to be registered by the Company in any jurisdiction which are held or beneficially owned by the Company in relation to its Business.
- (b) No act has been done or omitted to be done and no event has occurred or is likely to occur which may render any of such Intellectual Property Rights subject to revocation, compulsory licence, cancellation or amendment or may prevent the grant or registration of a valid Intellectual Property Right pursuant to a pending application.

12.2 Charges

The Intellectual Property Rights which are used by the Company are not subject to any Encumbrance.

12.3 Infringement

- (a) No part of the Business of the Company infringes, to the best knowledge of the Seller, any rights held by any third party or involves the unauthorised use of confidential information disclosed to the Company in circumstances which might entitle a third party to make a claim.
- (b) No claim has been made by any third party which alleges any infringing act or process which would fall within paragraph 12.3(a) or which otherwise disputes the right of the Company to use any Intellectual Property Rights relating to the Business and the Company is not aware of any circumstances (including any act or omission to act) likely to give rise to such a claim.
- (c) There exists no actual or, to the knowledge of the Seller, threatened (in writing and duly received by the Seller) infringement by any third party of any Intellectual Property Rights held or used by the Company (including misuse of confidential information) or any event likely to constitute such an infringement.

12.4 Employee Claims

No claims have been made by present employees or ex-employees of the Company under any statutory inventor compensation provision, or like employee compensation provision, in any jurisdiction.

12.5 Intellectual Property Licences

- (a) Details of all licences relating to the Business of the Company granted to or by the Company in respect of Intellectual Property Rights are set out in the Disclosure Letter.
- (b) The Company is not in default under any licence, sub-licence or assignment granted to it in respect of any Intellectual Property Rights used in relation to its Business, except as disclosed.

12.6 Loss of Rights

No Intellectual Property Rights owned or used by the Company in relation to its Business and no licence of Intellectual Property Rights of which the Company has the benefit will be lost, or rendered liable to any right of termination or cessation by any third party, by virtue of the performance of the terms of this Agreement.

12.7 Confidential Information

Where information of a confidential nature has been developed or acquired by the Company for the purposes of its Business prior to the date hereof, such information (except insofar as it has fallen into the public domain through no fault of the Company) has been kept strictly confidential and has not been disclosed otherwise than subject to an obligation of confidentiality being imposed on the Person to whom the information was disclosed. The Company is not aware of any breach of such confidentiality obligations by any third party.

12.8 Records and Software

- (a) All the records and systems (including but not limited to computer systems) and all data and information relating to the Company are recorded, stored, maintained or operated or otherwise held by the Company and are not wholly or partly dependent on any facilities which are not under the exclusive ownership or control of the Company.
- (b) Except as disclosed, the Company is licensed to use all software necessary to enable it to continue to use its computerised records for the foreseeable future in the same manner in which they have been used prior to the date of this Agreement and does not share any user rights in respect of such software with any other Person.
- (c) The Company's information technology systems have not failed and the data which they process has not been corrupted. The Company's information technology systems do not contain viruses, bugs or things which distort their proper functioning, permit unauthorised access or disable them without the Consent of the user, except in ordinary and usual course of business consistent with past practice.

13. MARKETING INFORMATION

13.1 All Marketing Information used by the Company is owned by or is the subject of a valid grant of rights to the Company and is not subject to any restriction which could materially or adversely affect the Company's ability to use it for the purposes of its Business.

13.2 The Company has not, except in the ordinary and usual course of business consistent with past practice, disclosed or is obliged to disclose any Marketing Information of a confidential nature to any Person other than its employees.

13.3 The Company is not in breach of any Contract under which any Marketing Information has been made available to it.

14. CONTRACTUAL MATTERS

14.1 Material Contracts

There is no outstanding Contract to which the Company is a party:

- (a) which relates to Indebtedness (whether incurred, assumed, guaranteed or secured by any asset), except as disclosed;
- (b) which, by virtue of the execution, delivery or performance of the terms of this Agreement, will result in:
 - (i) any other party being relieved of any obligation or becoming entitled to exercise any right (including any right of termination or any right of pre-emption or other option), except as disclosed; or

- (ii) the Company being in default under any such Contract or losing any benefit, right or licence which it currently enjoys or in a liability or obligation of the Company being created or increased;
- (c) which was entered into otherwise than in the ordinary and usual course of business consistent with past practice by way of bargain at arm's length (including, without limitation, in respect of shared facilities);
- (d) which requires (or confers any right to require) the allotment or issue of any shares, debentures or other securities of the Company now or at any time in the future, except as disclosed;
- (e) which, upon completion by the Company of its work or the performance of its other obligations under it, is likely to result in a loss which is not fully provided for in the Last Accounts or which is either not expected to make a normal profit margin or which involves an abnormal degree of risk;
- (f) which establishes any joint venture, consortium, partnership or profit (or loss) sharing Contract or arrangement, except as disclosed;
- (g) which relates to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any material real property (whether by merger, sale of stock, sale of assets or otherwise), except in the ordinary and usual course of business consistent with past practice;
- (h) which (x) limits the freedom of the Company to compete in any line of business or with any Person or in any area or which would so limit the freedom of the Company after the Closing or (y) contains exclusivity obligations or restrictions binding on the Company or that would be binding on the Company after the Closing;
- (i) under which (x) any Person has directly or indirectly guaranteed any liabilities or obligations of the Company or (y) the Company has directly or indirectly guaranteed any liabilities or obligations of any other Person (in each case other than endorsements for the purpose of collection in the ordinary and usual course of business consistent with past practice), except as disclosed;
- (j) which involves or (i) expenditure by the Company in excess of INR 2,00,00,000 or (ii) obligations or restrictions on the Company not in the ordinary and usual course of business consistent with past practice;
- (k) which establishes any agency, distributorship, marketing, purchasing, manufacturing or licensing Contract or arrangement, except as disclosed;
- (l) which is a recognition, procedural or other Contract between the Company and any recognised independent trade union; or
- (m) which, in the reasonable opinion of the Sellers has a material effect on the business, operations, assets, liabilities (including contingent liabilities), financial condition or prospects of the Company.

14.2 Defaults

- (a) Each Contract to which the Company is a party is a legal, valid and binding obligation of each party thereto, in full force and effect and enforceable against each party thereto and is being performed by the Company in accordance with its terms.

- (b) Except as disclosed, the Company is not in default under any Contract to which it is a party and, to the best of the Sellers' knowledge, except as disclosed, there are no circumstances likely to give rise to any default on the part of the Company.
- (c) Except as disclosed, no party with whom the Company has entered into any Contract or arrangement is in default under it.
- (d) Except as disclosed, no Contract to which the Company is a party contains any change in control or other terms or conditions that will become applicable or inapplicable as a result of the consummation of the transactions contemplated hereby and thereby.
- (e) There are no outstanding claims or liabilities for breach or alleged breach of any restrictive covenants or any allegations of defamation, against the Company.

14.3 Trading Relationships

No customer of or supplier to the Company has ceased to deal with the Company or has indicated an intention to cease to deal with it, either in whole or in part and, to the best knowledge of the Company, no such Person is likely to cease to deal with it or deal with the Company on a smaller scale (whether as a result of the execution, delivery and performance of the terms of this Agreement or for any other reason), except in the ordinary and usual course of business consistent with past practice.

14.4 Grants

Nothing has been done, as a result of which either (i) any investment or other grant paid for use by the Company is liable to be refunded in whole or in part or (ii) any such grant for which application has been made will or may not be paid or may be reduced (whether as a result of the transactions contemplated by this Agreement or otherwise.)

14.5 Connected Person/Concern

- (a) Except as disclosed, no Connected Person / Concern is or has at any time been a party to or interested in (directly or indirectly including by the provision of any security by or in favour of or for securing obligations of the Company) any Contract in any way relating to the Company or its activities, including, without limitation, any Contract for the provision of finance, goods, services or other facilities to or by the Company or ownership of any property or assets used by the Company, nor are any amounts owed to or receivable from (whether contingently or otherwise) the Company by the Seller, any Person or entity connected with the Seller or any Connected Person/Concern and no such Contracts, whether entered into during the past three years or otherwise, are currently pending.
- (b) No amounts or obligations are currently owed or outstanding between the Company and the Seller, any Person or entity connected with the Seller or any Connected Person/Concern.

15. LITIGATION AND INVESTIGATIONS

15.1 Litigation

- (a) Except as disclosed, the Company is not a claimant or defendant in or otherwise a party to any litigation which is in progress or pending by or against or concerning the Company, any of its properties, revenues or assets or any of its directors or officers in connection with the Company. Except as disclosed, no governmental or official investigation concerning the Company is in progress or pending.

- (b) The Company and Seller to the best of its knowledge are not aware of any circumstances which are likely to give rise to any such litigation, proceeding, investigation or inquiry as is referred to in paragraph 15.1(a).
- (c) There is no injunction, writ, preliminary restraining order or any order of any nature issued by an arbitrator, court or other Governmental Authority affecting the Company, any of its properties, revenues or assets, or any of its directors or officers in connection with the Company.

16. DIRECTORS AND EMPLOYEES

16.1 Agreements

- (a) Except as disclosed, there is no collective bargaining Contract, profit sharing, pension, retirement, bonus incentive, compensation, option or benefit plan, employment, consulting or severance Contract and there are no labour unions or other organizations representing, purporting to represent or attempting to represent any employees of the Company.
- (b) There is not in existence any written or unwritten Contract of employment with a director or an employee of the Company (or any contract for services with any Person) which cannot be terminated by six months' notice or less without giving rise to a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal).

16.2 Compliance

- (a) The Company has in relation to each of its employees (and so far as relevant to each of its former employees) materially complied with all statutes, regulations, codes of conduct, collective Contracts, terms and conditions of employment, orders and awards relevant to their terms and conditions of service or to the relations between the Company and its employees.
- (b) The Company and its Subsidiary are in material compliance with all applicable labour welfare legislations under Applicable Law, including without limitation, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Payment of Gratuity Act, 1972 and the Payment of Bonus Act, 1955 including in respect of all contributions required to be made by the Company having been fully funded in accordance with the provisions thereof.

16.3 Disputes

No dispute has arisen between the Company and a material number or category of its employees (or any trade union or other body representing all or any of such employees) and to the best of Seller's knowledge, there are no present circumstances which are likely to give rise to any such dispute.

16.4 Stock Option Schemes

Except as disclosed, the Company does not have in existence any employee stock option, stock purchase, stock appreciation right or phantom stock option schemes.

16.5 Benefit Plans

With respect to each Benefit Plan:

- (a) all employer and employee contributions to each Benefit Plan required by Applicable Law or by the terms of such Benefit Plan have been made, or, if applicable, accrued in accordance with GAAP;
- (b) the fair market value of the assets of each funded Benefit Plan, the liability of each insurer for any Benefit Plan funded through insurance or the book reserve established for any Benefit Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations, as of the Closing Date, with respect to all current and former participants in such plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Benefit Plan and none of the transactions contemplated hereby shall cause such assets or insurance obligations to be less than such benefit obligations; and
- (c) each Benefit Plan required to be registered has been registered with applicable Governmental Authorities.

16.6 Payments on Termination

- (a) Except to the extent (if any) to which provision or allowance has been made in the Last Accounts, no outstanding liability has been incurred by the Company for breach of any Contract of employment or for services or redundancy payments, protective awards, compensation for wrongful dismissal or unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any employee or for any other liability accruing from the termination of any contract of employment or for services.
- (b) No gratuitous payment has been made or benefit given (or promised to be made or given) by the Company in connection with the actual or proposed termination or suspension of employment or variation of any contract of employment of any present employee.

16.7 Effect of Agreement

- (a) Neither the execution, delivery and performance of this Agreement, the sale of the Shares, nor the consummation of the transactions contemplated hereby and thereby, will result in any payment (whether of severance pay or otherwise) becoming due from the Company to any director, officer, employee or shareholder thereof, except as contemplated under this Agreement.
- (b) So far as the Seller and the Company are aware, no officer or senior employee of the Company intends to resign or, subsequent to the Last Accounts Date, has resigned.

17. INSOLVENCY ETC.

- 17.1 No order has been made, petition presented or meeting convened for the purpose of considering a resolution for the winding up of the Company or for the appointment of any provisional liquidator. To the best knowledge of the Seller, no steps have been taken by any Person with a view to the appointment of an administrator (whether out of court or otherwise) and no administration order has been made in relation to the Company. No receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of the property, assets and/or undertaking of the Company.
- 17.2 No distress, distraint, charging order, garnishee order, execution or other process has been levied or applied for in respect of the whole or any part of any of the property, assets and/or undertaking of the Company.

- 17.3 The Company has not been declared insolvent and, has not stopped paying debts as they fall due.
- 17.4 No guarantee, loan capital, borrowed money or interest for which the Company is liable is overdue for payment and no other obligation or Indebtedness of the Company is outstanding which is substantially overdue for performance or payment.

18. CORRUPT PRACTICES

None of the Company, the Seller, their respective Affiliates and principals, the Employees, and anyone acting pursuant to any of their instructions or with their consent, have, whether in connection with the transactions contemplated hereby or otherwise, made improper payments to public officials in order to secure a business advantage, and the Company, the Seller and its/their Affiliates and principals, the Employees, and anyone acting pursuant to any of their instructions or with their consent (i) have in place anti-money laundering practices that are compliant with all Applicable Laws, (ii) follow the highest standards of ethical business practice, and (iii) have not acted in violation of any Applicable Laws relating to anti-bribery, anti-corruption, anti-money laundering and sanctions, including but not limited to the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 (as amended from time to time).

19. BROKERS

No broker, agent, finder, consultant or other person has been retained by, or has acted on behalf of the Company in such a manner as to give rise to any valid claim against the Company for any brokerage or finder's commission, fee or similar compensation, or for any bonus payable to any Representative of the Company based upon any Contract made by the Company in connection with any of the transactions contemplated hereby.

20. IMMUNITY

Neither the Company nor any of its assets or properties has any immunity from the jurisdiction of any court or Governmental Authority or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise).

Part B : Property Warranties

1. GENERAL

1.1 The Properties comprise all the land and buildings owned, leased, controlled, occupied or used by the Company or in relation to which the Company has any right, interest or liability.

1.2 The information in respect of the Properties set out in the Disclosure Letter is true, complete and accurate and not misleading in any respect.

2. POSSESSION AND OCCUPATION

The Company is in possession of the whole of each of the Properties, none of which is vacant and except for the respective lessor/licensor's rights thereto, no other Person or entity is in or actually or conditionally entitled to possession, occupation, use or control of any of the Properties.

3. TITLE

3.1 The Company has the right to use pursuant to a valid and enforceable lease, license or similar contractual arrangement, each of the Properties, in each case, and except as disclosed, free from any

Encumbrance, and documents necessary to prove such right are in the possession or under the control of the Company or are the subject of binding acknowledgements for production.

3.2 Except as disclosed, no Person has or claims any security interest, charge, Encumbrance, lien, option, right of pre-emption or other similar interest (including any arising by statute) in or over any of the Properties or any relevant deeds or documents.

3.3 No Property is affected by a subsisting contract for sale or other disposition of any interest in it.

3.4 Except as disclosed, all fixtures, fittings, plant and equipment at the Properties are owned absolutely by the Company.

4. ADVERSE INTERESTS

4.1 None of the Properties is subject to any matter which might adversely affect:

- (a) the Company's ability to continue to carry on its existing Business from any Property in the same manner as presently carried on or as contemplated to be carried on and at the same cost; or
- (b) the value of any Properties, except as provided for under the relevant documents related to the Properties such as rents and costs which are subject of escalation.

4.2 No property or other land which benefits any Property is subject to an order, resolution or proposal for compulsory acquisition or, so far as the Company or the Seller are aware, located in an area which is subject to any statutory or other order.

4.3 The Company is not, nor is it alleged to be, in breach of any covenant, restriction, condition or obligation (whether statutory or otherwise) affecting the Properties or the conduct of the existing Business at or from the Properties, nor is there any reason why such covenants, restrictions, conditions and obligations should not continue to be complied with.

5. RIGHTS

Each Property benefits from all permanent and legally enforceable easements and other contractual rights (if any) necessary for the continued use, enjoyment and maintenance of such Property by the Company for the purpose of its existing Business carried on at or from such Property and for compliance with any obligations relating to the relevant Property (whether statutory or otherwise) and all such easements and rights are on reasonable terms which (without limitation) do not entitle any Person or entity to terminate, restrict or curtail them or impose any unusual or onerous conditions.

6. OUTGOINGS

6.1 The Properties are not subject to the payment of any outgoings nor is the Company actually or contingently liable to pay any sums in relation to any Property other than the usual rates and taxes, maintenance expenses and, in the case of leaseholds, rent, insurance rent and service charge.

6.2 There is no outstanding liability beyond 30 days of the payment due date for any rent, service charge, insurance rent, rates, taxes or other outgoings in respect of any of the Properties.

7. DISPUTES

There are no current, contingent or anticipated notices, actions, disputes, complaints, liabilities, claims or demands relating to or in respect of the Properties or their use, nor (so far as the Company or the Seller are aware) are there any circumstances rendering any of the foregoing likely.

8. PLANNING AND ZONING

8.1 Except as disclosed, the Properties and all uses of, and developments on, the Properties have been duly approved by the statutory authorities and comply with all Planning and Zoning Legislation.

8.2 No permission in respect of any of the Properties is for a limited period or personal, and no permission affecting any of the Properties contains (expressly or impliedly) any unusual or unduly onerous conditions or obligations.

8.3 In respect of the Properties, the Company is not subject to any outstanding monetary claim or liability, actual or contingent, arising under any Planning and Zoning Legislation or permission.

9. STATE OF THE PROPERTIES

The buildings and other structures on, under or over the Properties are in good and substantial repair and condition and fit for the purposes for which they are presently used and there is no material defect (whether latent, inherent or otherwise) in the construction or condition of any of such buildings or other structures.

10. LEASEHOLD PROPERTIES

10.1 In relation to such of the Properties as are leasehold or let to, or occupied by, third parties:

- (a) there has been no complaint alleging any breach or any refusal to accept rent;
- (b) no tenant or other Person in occupation has commuted any rent or other payment or paid any rent or other payment ahead of the due date for payment or made any improvements for which the landlord may be required to pay compensation;
- (c) no surety has been released, expressly or by implication;
- (d) no tenancy is being continued after the contractual expiry date whether pursuant to statute or otherwise;
- (e) all leases of Properties are on an arm's length basis and no lease of any Property has been provided to or taken from any Connected Person/Concern, except as disclosed.

11. ENVIRONMENTAL

11.1 Environmental Matters

Other than as set forth in the Disclosure Letter:

- (a) Except as disclosed, the Company has complied and is in compliance with all applicable Environmental Laws in all material respects and has obtained all applicable Environmental Consents. No notice of violation, notification of liability or request for information has been received by the Company, and no litigation is pending or to the knowledge of the Company or the Seller threatened by any Person involving the Company relating to or arising out of any Environmental Law. No order has been issued, no penalty or fine has been assessed involving the Company relating to or arising out of any Environmental Law.

- (b) No Hazardous Substances are located and no Releases of Hazardous Substances have occurred at, on, above, under or from any properties currently or formerly owned, leased, operated or used by the Company or any predecessors in interest that has resulted in or would reasonably be expected to result in any cost, liability or obligation of the Company under any Environmental Law.
- (c) Neither the Company nor to the knowledge of the Company or the Seller any other Person has caused or taken any action that could reasonably be expected to result in any liability or obligation relating to (x) the environmental conditions at, on, above, under, or about any Properties or assets currently owned, leased, operated or used by the Company, or (y) the present use, management, handling, transport, treatment, generation, storage, disposal, release or threatened release of Hazardous Substances.
- (d) No construction or capital expenditure is required in respect of the Properties and assets of the Company in order to comply with any Environmental Law, except as disclosed.

Part C : Other Warranties

1. The acquisition by the Company of a business undertaking of GVK Biosciences Private Limited pursuant to a slump sale agreement dated 7 September 2015 (*GVK Slump Sale Agreement*) was completed in accordance with the terms of the GVK Slump Sale Agreement, and no amendments were entered in relation to or waivers granted by the Company under the GVK Slump Sale Agreement.
2. The Company does not have any direct, indirect or step down subsidiaries other than Veeda Clinical Research GmbH.
3. Except as disclosed there have not been any occurrences of serious adverse events in connection with any clinical trials, tests or other studies undertaken or being undertaken by the Company, and there are no payments pending to be reimbursed to the Company in connection with any serious adverse events.
4. Except as disclosed, there is no change with respect to Tax position taken by the Company prior to introduction of goods and services tax (*GST*) in India and post introduction of GST, as regards export of services. Following the introduction of GST in India, all exports of services by the Company is undertaken after payment of applicable Tax / GST.
5. Except as disclosed, the Company is in compliance with all transfer pricing requirements and all transactions entered into between the Company and its related parties, as defined under the Income Tax Act, 1961, have been effected on an arm's length basis.
6. The Tax treatment with respect to purchase by the Company of an undertaking on slump sale basis from GVK Biosciences Private Limited pursuant to a slump sale agreement dated 7 September 2015 has been accounted for and capitalized appropriately by the Company.
7. Except as disclosed, the Company has not claimed or availed of any Tax Holidays.
8. Except as disclosed in the financial budget, there is no critical capital expenditure proposed to be undertaken by the Company which has been deferred and which may entail a significant cash outlay (i.e. exceeding INR 2,00,00,000) for the Company following Closing.
9. Except as disclosed the inventory of the Company as at 31 March 2018 is in usable condition and expected to be consumed prior to respective expiry date for each inventory item.
10. There are no claims or liabilities relating to the Company except for liabilities as disclosed in the Last Accounts.

11. Intercorporate loans amounting to INR 28,00,000 granted by the Company to Omsav Pharma Research Private Limited are good and recoverable, except as disclosed.
12. The unbilled revenue of the Company amounting to INR 1,64,40,938 as at 31 March 2018 is accurate as the supporting / correspondences with regards to completion of work, which are technical in nature
13. All the credit notes pertaining to FY18 have been accounted for in the provisional financial statements for FY18 as provided to the Purchaser.
14. All equipment / machinery owned or used by the Company are covered under valid annual or comprehensive maintenance contracts.
15. All contractual expenses and payments of the Company have been completely recorded in the books of account of the Company.
16. Except as disclosed, there are no litigations with regards to incomplete projects. Further, there is no interest liability for the Company on long outstanding payable to Par Pharmaceuticals of INR 24 million.
17. The Company has been in compliance with the Drugs and Cosmetics Act, 1940 and rules thereunder in all material respects and all Governmental Approvals required to be obtained in connection with clinical trials and studies conducted or proposed to be conducted by the Company where ever applicable have been obtained, and complied with by the Company.

Part D : Definitions and Interpretation

1. In this Schedule 2:

“**Benefit Plan**” means the employee pension, benefit and other employee welfare plans of the Company, the details of which are in the Disclosure Letter;

“**Connected Person/Concern**” of the Company includes:

- (a) any company under the same management as the Company;
- (b) any member, director, officer, key management employee of the Company or any Affiliate of, any such member or director;
- (c) any Seller or any Affiliate of the Seller;
- (d) any director of any Affiliate of the Company;
- (e) the trustees and beneficiaries of any trust in which the Company, the Seller or any Affiliate of the Seller is either a trustee or beneficiary;
- (f) any trust in which any Seller or any Affiliate of a Seller is a trustee or beneficiary;
- (g) any director of any holding or subsidiary company of any Seller or any Affiliate of the Seller;
- (h) any Affiliate of the Company, or of a director referred to above (“**such director**”);
- (i) any firm or unlisted company in which the Company, the Seller, any such director or any Affiliate or partner of any such director, Seller or Affiliate is a partner, shareholder or director or has any

share, control or interest;

- (j) any listed company in which the Company, the Seller, any such director or any Affiliate or partner of any such director, Seller or Affiliate is a director or holds shares exceeding 5% (five per cent) of the paid-up equity share capital of such listed company;
- (k) any company, the board of directors, managing director or manager of which acts or is accustomed to act in accordance with the directions or instructions of the board of directors of the Company, of the Seller, of any such director or of any Affiliate mentioned above;

“Contract” means any agreements, contracts, instruments, obligations, legally binding offers, legally binding commitments, arrangements and understandings (whether written or oral) including all loan agreements, indentures, letters of credit, mortgages, security agreements, pledge agreements, deeds of trust, bonds, guarantees, surety obligations, warranties, licenses, franchises, permits, powers of attorney, purchase orders, including any amendment variation, termination or extension under or in respect of any of the foregoing;

“Encumbrance” means any encumbrance including, without limitation, any claim, deed of trust, security interest, title defect, title retention agreement, lease, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, beneficial ownership (including usufruct and similar entitlements), encroachment, public right, easement, any voting agreement, interest, option, right of first offer, first, last or other refusal right, or transfer restriction in favour of any Person, any adverse claim as to title, possession or use, any provisional or executorial attachment, any other interest held by a third party or any agreement, arrangement or obligation to create any of the foregoing;

“Environment” means (i) all or any of the following media, namely air (including the air within buildings or other natural or man-made structures above or below ground), water (including surface or ground water, water in pipes, drainage or sewerage systems) and/or land and (ii) any living organisms (including human beings) or systems supported by all or any of those media;

“Environmental Consents” means any permit, licence, authorisation, approval, registration or consent required under the Environmental Laws;

“Environmental Laws” means all or any applicable international, European Union, national, state, federal, regional or local laws (including common law, statute law, civil, criminal and administrative law), together with all subordinate legislation, circulars, decisions, decrees, ordinances, regulations, orders, by-laws and judgments relating to Environmental Matters, together with any judicial or administrative interpretation of each of the foregoing, in respect of the Company;

“Environmental Matters” means all or any matters relating to the pollution or protection of the Environment, the use, storage, handling or disposal of Hazardous Substances, human health and safety (including health and safety of employees, occupiers and invitees, food safety and fire safety) and matters relating to the construction, demolition, alteration or use of buildings or land to the extent that they relate to any of the foregoing;

“Equity Shares” means equity shares of the Company having a face value of INR 10/- (Rupees Ten only) each;

“GAAP” means Generally Accepted Accounting Principles in India;

“Hazardous Substances” means any material or substance, including waste, which, alone or in combination with other substances, causes or may cause harm or damage to the Environment or detriment to the health and safety of any person including, for the avoidance of doubt, asbestos or asbestos containing materials, energy, radiation, radioactive substances, electromagnetic fields;

“Indebtedness” as applied to any Person, means, without duplication:

- (a) all indebtedness for borrowed money;
- (b) all obligations evidenced by a note, bond, debenture, letter of credit, draft or similar instrument;
- (c) notes payable and drafts accepted representing extensions of credit;
- (d) any obligation owed for all or any part of the deferred purchase price of property or services;
- (e) that portion of obligations with respect to capital leases that is properly classified as a liability on a balance sheet in conformity with GAAP;
- (f) all guarantees of any nature extended by such Person with respect to Indebtedness of any other Person; and
- (g) all indebtedness and obligations of the types described in the foregoing paragraphs (a) through (f) to the extent secured by any Encumbrance on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person;

“Intellectual Property Rights” or **“IPR”** means patents, trade marks, service marks, logos, trade names, internet domain names, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in designs, rights in get-up, rights in inventions, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and **“registered”** includes registrations and applications for registration;

“Management Accounts” means the unaudited monthly management accounts during the period commencing on the Last Accounts Date and ending on the Management Accounts Date, each in the Agreed Form;

“Management Accounts Date” means 31 August 2018;

“Marketing Information” means all information relating to the marketing of any products or services, including customer names and lists, sales targets, sales statistics, market share statistics, marketing surveys and reports, marketing research and any advertising or other promotional material;

“Organizational Documents” means the certificate of incorporation, charter, bylaws, memorandum and articles of association, articles of formation, regulations, operating agreement, certificate of limited partnership, partnership agreement, and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto;

“Person” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organization;

“Planning and Zoning Legislation” means all legislation intended to control or regulate the construction, demolition, alteration or use of land or buildings or to preserve or protect the national heritage and any orders, bye-laws or regulations made or granted under any of them;

“Properties” means the properties owned, leased, controlled, occupied or used by the Company and/or any Subsidiary, or in relation to which the Company has any right, interest or liability, as listed in the Disclosure Letter;

“Regulatory Consent” means any approval, consent or permission required from any Governmental Authority under Applicable Law;

“Representatives” means, as to any Person, its accountants, financial advisers, financiers, counsels, consultants (including actuarial, and industry consultants), officers, directors, employees, agents and other advisors;

“Tax Returns” means any and all returns, filings, computations, information which are or have been required to be made or given, relating to Taxes, in accordance with Applicable Law.

2. Except where explicitly specified otherwise, all references in this Schedule 2 to matters ‘disclosed’ shall refer to disclosures made against specific Warranties by the Sellers in the Disclosure Letter and the Updated Disclosure Letter.

SCHEDULE 3

ALLOCATION OF PRICE AND SHARES

Purchaser	Seller	Shares to be acquired	Portion of Price in USD
Purchaser 1	Seller 1	188,625	28,278,857
Purchaser 1	Seller 2	100	14,992
Purchaser 1	Seller 3	217,469	32,603,180
Purchaser 2	Seller 1	21,261	3,187,471
Total		427,455	64,084,500

SCHEDULE 4

CONDUCT OF THE TARGET COMPANIES PRE-CLOSING

Until Closing, the Sellers shall (except as the Purchasers may approve in writing or except as contemplated under this Agreement) ensure that:

1. No Target Company creates or issues, or agrees to create or issue, any share or loan capital or other security and / or grants any option over (or right to subscribe for) any share or loan capital or other security.
2. No Target Company or any member of the Seller Group sells, purchases, redeems or repurchases any share or loan capital or other security of any Target Company.
3. All transactions between each Target Company and each member of the Seller Group take place on arm's length terms, as required under Applicable Laws.
4. No changes are made in employment terms (including pension fund commitments), other than those required by Applicable Law, which taken together could increase in aggregate the total staff costs of the Target Companies by more than 5% per annum or the remuneration of any one director or employee of any Target Company by more than Rs. 20,000,000 (Rupees Twenty Million) per annum.
5. No Target Company employs or agrees to employ any new full or part time persons where the total staff costs of the Target Companies would be increased in aggregate by more than 3% per annum or dismisses any existing Employees (except for incompetence or gross misconduct or other reasonable cause justifiable in law) where the total staff costs of the Target Companies would be reduced in aggregate by more than Rs. 10,000,000 (Rupees Ten Million) per annum.
6. No Key Manager is given notice of the termination of his or her employment or is dismissed (except for gross misconduct or other reasonable cause justifiable in law).
7. All debts incurred by the Target Companies in the normal course of trading are settled in accordance with the payment procedures and timescales normally observed by the Target Companies.
8. No Target Company enters into any contract, liability or commitment which other than in the ordinary course of business:
 - (a) involves or could involve expenditure in excess of Rs. 10,000,000 (Rupees Ten Million) or any other obligation of a material nature or magnitude; or
 - (b) cannot be performed within its terms within 12 (twelve) months after the date on which it was entered into or cannot be terminated on less than 12 (twelve) months' notice,

(including any modification of an existing contract or commitment which results in the contract or commitment concerned following with paragraph 8(a) or (b)) or makes or any bid, tender proposal or offer likely to lead to any such contract, liability or commitment;
9. No Target Company shall do, allow or procure any act or omission which would constitute a breach of any Warranty (except as disclosed in the Disclosure Letter) by the Sellers if the Warranties were repeated at any time before Closing by reference to the facts and circumstances then existing (on the basis that references in the Warranties to the date of this Agreement were references to the relevant date).

10. No member of the Seller Group or any Target Company agrees to or permits:
 - (a) the entry into or amendment of any Third Party Assurance;
 - (b) the institution or settlement of any litigation where it could result in a payment to or by a Target Company of Rs. 5,000,000 (Rupees Five Million) or more (except for collection in the ordinary course of trading debts, none of which exceeds Rs. 5,000,000 (Rupees Five Million));
 - (c) the entry into (or the material modification of) any agreement with any trade union or other body representing its Employees;
 - (d) the creation of any Third Party Rights over any of the Shares or over any shares or assets of any Target Company;
 - (e) the acquisition or disposal of any material asset, involving consideration, expenditure or liabilities in excess of Rs. 10,000,000 (Rupees Ten Million) (exclusive of goods and services tax).
11. Subject to clause 15 (*Confidentiality*), the Purchasers' representatives shall be allowed such access as is reasonably requested, upon reasonable notice and during Working Hours, to (i) the books and records of each Target Company with the right to take copies; and (ii) the premises used by, and the management of, the Target Companies.
12. No member of the Seller Group or any Target Company takes any action which is inconsistent with the provisions of this Agreement or implementation of the Proposed Transaction.

SCHEDULE 5

SPECIFIC INDEMNITIES

1. Any Losses suffered by the Company and arising out of the non-compliances of applicable Laws identified in the EAS Action Plan at Schedule 8 hereto.
2. Any Loss suffered by the Company on account of non-receipt of the updated bio-medical waste authorization certificate from the Gujarat Pollution Control Board with respect to the Vedant Facility.
3. Any Loss arising on account of (i) non-registration by the Company of agreements entered into by it for leasing of premises occupied by it, or (ii) non-stamping or insufficient stamping of agreements entered into by the Company, prior to the Closing Date, in relation to the following agreements:
 - (i) Shivalik Facility – Deed of lease dated 1 August 2016 between Mr. Jitendra Pravinchandra Jain and Company;
 - (ii) Naroda – Lease agreement dated 30 September 2016 between Patel Mitalkumari Suhagbhai and Patel Ramiben Bachubhai and Company;
 - (iii) Vastrapur – Lease agreement dated 26 September 2013 between Mr. Rajesh Kukreja, Sonia Kukreja, Tulsidas Relumal Udernani HUF and Company;
 - (iv) Kasturi guest house – Rent agreement dated 24 November 2017 between Mr. Binoy Gardi and Company;
 - (v) Samprat guest house – Rent agreement dated 24 November 2017 between Mr, Apurva B. Shah and Company;
 - (vi) Unjha long term archives – Lease agreement dated 21 November 2013 between Patel Jigneshkumar Babaubhai, Patel Samirkumar Ishwarlal, Patel Rajnikant Balchandrabhai, Patel Payalben Jigneshkumar and Company;
 - (vii) Mahesana long term archives – Lease agreement dated 12 March 2013 between Jayabhen Tribhovandas and Company (1400 square meter); and
 - (viii) Mahesana long term archives – Lease agreement dated 12 March 2013 between Jayabhen Tribhovandas and Company (1600 square meter).
4. Any Loss arising on account of non-stamping or insufficient stamping of agreements entered into by the Company with customers, prior to the Closing Date.
5. Any Loss suffered by the Company in connection with the commercial suit no. 17 of 2018 filed against the Company by Shilpa Medicare Limited or arising out of services provided by the Company to Shilpa Medicare Limited under project number 14-VIN-307, prior to the Closing Date.
6. Any Loss suffered by the Company in connection with studies conducted or in the process of being conducted at Malpani Hospital, Jaipur, including as a consequence of the results of such studies being invalidated by a regulatory authority.
7. Any Loss suffered on account of non-payment of service tax in relation to regulatory fees and fees towards obtaining a certificate regarding good medical practice paid to Vero Rosas

Registro e Legalizacao Ltda, a vendor authorised by the Brazilian Health Regulatory Agency (i.e. ANVISA).

8. Any Loss suffered due to arrears of dividend payable by the Company on cumulative compulsory convertible participatory preference shares of Class B issued by the Company.
9. Any Loss suffered by the Company on account of non-registration as a principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 for the Shivalik Facility, Insignia Facility and Vedant Facility, relating to the period prior to the Closing Date.
10. Any Loss suffered by the Company arising out of any direct tax proceedings including litigations for transfer pricing, which have been disclosed in the Disclosure Letter or Updated Disclosure Letter.
11. Any Loss suffered by the Company on account of the operations of Veeda Clinical Research GmbH.
12. Any Loss suffered by the Company in connection with the installation or usage of unlicensed software during the period prior to and up to Closing.
13. Any Loss suffered by the Company in connection with corporate actions undertaken by the Company in connection with the Existing CCPS prior to Closing, including payment of dividend thereon, buyback or conversion of the Existing CCPS.

SCHEDULE 6

GENERAL REQUIREMENTS FOR ACTION PLAN

The Company will be required to:

1. **Environmental & Social Requirements**

- *E&S Management System*
 - implement a management system, commensurate with the scale and significance of the E&S issues, that ensures a systematic approach to E&S risk assessment (including climate risks) and management. The management system should define policies and procedures which will apply to the business, and organisational arrangements to ensure effective implementation, as well as monitoring and reporting;
- *Working Conditions and Labour Rights*
 - not employ or make use of forced labour;
 - not employ or make use of child labour;
 - pay wages which meet or exceed industry or legal national minima;
 - not discriminate in terms of recruitment, progression, terms and conditions of work and representation, on the basis of personal characteristics unrelated to inherent job requirements, including gender, race, colour, caste, disability, political opinion, sexual orientation, age, religion, social or ethnic origin, marital status, membership of workers' organisations, legal migrants, or HIV status;
 - adopt an open attitude towards workers' organisations and respect the right of all workers to join or form workers' organisations of their own choosing, to bargain collectively and to carry out their representative functions in the workplace;
 - provide reasonable working conditions including a safe and healthy work environment, working hours that are not excessive and clearly documented terms of employment;¹ and in situations where workers are employed in remote locations for extended periods of time to ensure that such workers have access to adequate housing and basic services; and
- *Access to Remedy*
 - provide an appropriate grievance mechanism that is available to all workers and where appropriate other stakeholders.

2. **Business Integrity Requirements**

- *BI Management System*

¹ Respecting any collective bargaining agreements that are in place or where these do not exist or do not address working conditions, make reference to conditions established, by collective agreement or otherwise, for work in the trade or industry concerned in the area / region where the work is carried out and local or national law.

- adopt and implement policies and procedures to prevent extortion, bribery, fraud, corruption and financial crime in accordance with local law requirements and relevant internationally recognised practices;
- *Financial Management*
 - properly record, report and review financial and tax information as required by relevant accounting standards;
- *Sanctions*
 - operate in compliance with sanctions imposed by the Government of India as well as applicable international sanctions, including those of the United Nations; and
- *Whistleblowing*
 - implement a procedure for the reporting of wrongdoing and misconduct in the workplace that includes protection for the reporter and appropriate disciplinary action for anyone found to harass the reporter.

SCHEDULE 7

CLOSING ARRANGEMENTS

Part A : Sellers' Closing obligations

1. At Closing, the Sellers shall deliver or ensure that there is delivered to the Purchasers (or made available in a manner reasonably satisfactory to the Purchasers):
 - (a) the Updated Disclosure Letter;
 - (b) a certificate, in Agreed Form, confirming that the Warranties are true and valid as at the Closing Date as if repeated immediately before Closing and that the Conditions set out at sub-clauses (b), (o), (u) and (cc) of clause 4.1 stand fulfilled as at the Closing Date;
 - (c) an undertaking executed by the chief operating officer of the Company in Agreed Form, that the Company will comply with all the requirements detailed in the Action Plan, once implemented by the Company. It is clarified that the Sellers shall not be held liable in any manner whatsoever for any breach of such undertaking;
 - (d) consent letters executed by the Sellers in connection with submission of Form FC-TRS or its equivalent in respect of the acquisition of Shares by Purchaser 2, together with such other supporting documentation, details of which shall be provided by Purchaser 2 not less than 3 Business Days prior to Closing, as may be required from the Sellers and the Company by Purchaser 2's authorised dealer for certifying the said Form FC-TRS or its equivalent;
 - (e) copies of the duly executed delivery instructions slips for transfer of the Shares to the Purchasers' depository accounts (which shall have been notified by the Purchasers to the Sellers not less than 3 Business Days prior to Closing), as delivered to and acknowledged by the Sellers' depository participant, simultaneously to the Purchaser providing evidence of irrevocable transmission of the Price to the Sellers; and
 - (f) (in respect of each Target Company) its certificate of incorporation, common seal (if it exists), share register or ledger and share certificate book (with any unissued share certificates) and all minute books and other statutory books (which shall be written up to but not including Closing), which shall be delivered at the registered office of the Company.
2. Upon the receipt of the Price, the Sellers shall deliver a certificate addressed to the Purchasers, confirming the receipt of the Price, in full, by the Sellers.
3. The Sellers shall procure that resolutions of the boards of directors of each relevant Target Company (or if required by the law of its jurisdiction or its articles of association, by-laws or other constitutional documents, of its shareholders) are passed by which the following business is transacted:
 - (a) if appropriate, registration is approved (subject to such legal or other requirements as are necessary) of the transfers in respect of the Shares;
 - (b) appointment of up to three nominees of the Purchasers to the board of directors of the Company, details of which shall be provided by the Purchasers to the Sellers and the Company not less than 3 Business Days prior to Closing, is approved;
 - (c) the Company adopts the Restated Articles in the Agreed Form; and

- (d) the Company takes on record the coming into effect of the Shareholders' Agreement and the Consultancy Agreement.

Part B : Purchasers' Closing obligations

1. At Closing, the Purchasers shall:
 - (a) pay to the Sellers the Price in accordance with clause 2 by way of irrevocable instructions through wire transfer in immediately available funds into the Sellers' Bank Accounts in such proportion and manner as set out in Schedule 3;
 - (b) complete submission of Form FC-TRS or its equivalent in respect of the Shares being acquired by Purchaser 2 with an authorised dealer bank, and submit a copy of the Form FC-TRS or its equivalent duly certified by the authorised dealer bank to the Company; and
 - (c) deliver to the Sellers a certificate, in Agreed Form, confirming that the Purchaser Warranties are true and valid as at the Closing Date as if repeated immediately before Closing.

Part C : General

1. At or before Closing, the Sellers and the Purchasers shall execute and deliver to each other (or ensure that their relevant Affiliates execute and deliver) the documents in the Agreed Form referred to in this Agreement to which the Sellers or the Purchasers (or any of their respective Affiliates) are a party.
2. All documents and items delivered at Closing shall be held by the recipient to the order of the person delivering the same until such time as Closing shall take place.
3. The Sellers and the Purchasers shall negotiate in good faith with a view to agreeing before the Closing Date the final form of any Transaction Document which is not in Agreed Form at the date of this Agreement.

SCHEDULE 8

EAS ACTION PLAN

Sr. No.	Ref. No. in Report	Reference IFC Performance Standard (PS)	Actions	Completion Indicator
1.	E1-4	IFC PS 2	Company to get registered as “Principal Employer” with the regulatory authority.	Registration Certificate as Principal Employer
2.	E2-1	IFC PS 1 IFC PS 3	To obtain permission from CGWA for groundwater extraction at Vedant Facility & Insignia Facility, as per <i>CGWA Guidelines 2015</i> .	Copies of NOC from CGWA for the two facilities (Vedant & Insignia)
3.	E2-2	IFC PS 1 IFC PS 3	Water meter to be installed either at the boring points or at the outlet from the water storage tanks.	Water meter installation records
4.	E2-3	IFC PS 2 IFC PS 4	To conduct the analysis of drinking water as per the most recent drinking water quality standard IS 10500:2012 for all the parameters.	Drinking water test reports
5.	E3-2	IFC PS 1	To comply with the conditions stipulated in CC&A for each facility.	Copies of Environmental Statement for each facility
6.	E4-1	IFC PS 1 IFC PS 3	To estimate the waste water discharge quantity from their respective premises through installation of meters.	Water meter installation records
7.	E4-2	IFC PS 1 IFC PS 3	To analyse the waste water quality for the parameters mentioned in their CC&A.	Water meter installation records
8.	E5-1	IFC PS 1	To submit an Environment Statement for the financial year ending the 31 st March in Form V to GPCB on or before the 30 th day of September every year.	Copies of Environment Statement submitted to GPCB
9.	E6-2	IFC PS 1 IFC PS 3	To conduct stack monitoring of the DG Sets and Ambient Air Quality (AAQ) monitoring at the facilities.	Copies of monitoring reports for stack monitoring and ambient air quality
10.	E6-3	IFC PS 1 IFC PS 3	To provide stack of adequate height for the DG Set installed in each facility. Portholes, platforms, ladders, etc. also to be provided for stack monitoring. To provide Conformance Label on the DG Set at Shivalik facility.	Internal Audit
11.	E7-1	IFC PS 1	To conduct Ambient noise monitoring for all the facilities and to maintain the monitoring records.	Copies of monitoring records

12.	E8-2	IFC PS 1	To ensure the consistency between the annual report submitted to GPCB and their own disposal records of BMW.	Copies of Annual Reports
13.	E8-5	IFC PS 1 IFC PS 2	To provide all the requisite vaccinations to BMW handlers and maintain the records for the same.	Records of Vaccination
14.	E8-6	IFC PS 1	To form BMW committees at each facility and maintain the records of the minutes of the meetings for every six months meeting.	Records of Minutes of Meetings
15.	E8-7	IFC PS 1	To dispose off BMW within 48 hours to its authorized waste vendor.	Disposal records
16.	E8-8	IFC PS 1	To identify all the hazardous waste generation streams at the facilities and accordingly to amend the CC&A.	Amended CC&A
17.	E8-10 & E8-11	IFC PS 1	To dispose off the hazardous waste and e-waste through authorized vendor.	Disposal records
18.	E8-12	IFC PS 1	To segregate different waste streams at each facility and store at the designated area.	Internal Audit
19.	H1-1	IFC PS 4	MSDS to be displayed in the respective laboratories	Internal Audit
20.	H2-2	IFC PS 4	To conduct the performance check for the water sprinklers along with other safety provisions.	Test Reports
21.	H2-3	IFC PS 4	To ensure the proper safety measures for emergency preparedness at each facility.	Internal Audit
22.	H3-5	IFC PS 4	Safety insulation mats complying with the latest applicable standard i.e. IS-15652: 2006 to be provided for the electrical panels	Internal Audit
23.	H4-2	IFC PS 4	To provide specific spill kits in Clinic areas in order to efficiently control any spills.	Internal Audit
24.	H4-3	IFC PS 4	To use only non-mercury based equipment	Internal Audit
25.	H4-4	IFC PS 2	To ensure that the Food Vendor should obtain License from FDCA, Gujarat.	Food License from FDCA
26.	H4-5	IFC PS 2	To provide vaccination to the food handlers.	Vaccination records
27.	S8-1	IFC PS 2	To incorporate methodology for dealing with volunteers and vendor grievances in the Grievances Handling Policy.	Revised Grievance Handling Policy
28.	S9-1	IFC PS 2	To communicate Redressal procedure to all the employees in every facility	Internal Audit

SCHEDULE 9

DEFINITIONS AND INTERPRETATION

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

Accounts means, in relation to any financial year of the Company, the audited balance sheet of the Company (and, where relevant, the audited consolidated balance sheet of the Company and its subsidiary undertakings) and the audited profit and loss account of the Company (and, where relevant, the audited consolidated profit and loss account of the Company and its subsidiary undertakings) in each case as at the Accounts Date in respect of that financial year and in the Agreed Form together with any notes, reports, statements or documents included in or annexed or attached to them;

Accounts Date means 31 March of the relevant financial year;

Action Plan means a plan for adoption by the Company of environmental, social and business integrity requirements as required by the Purchasers, fulfilling the principles as set out in Schedule 6;

Adjusted EBITDA means the EBITDA as determined by the audited accounts of the company for the relevant period excluding the following items: (1) any extraordinary or onetime items. For the sake of clarity, it may also include any costs incurred in respect of this transaction as well as costs incurred in respect of evaluation and acquisition of targets in the future (2) HR consulting costs for management evaluation and new CXO hiring (replacements and management gaps to be excluded); (3) investments in new areas of business, like BioSimilar; (4) fees for a big 4 auditor less the fees for the current auditor; (5) CEO remuneration; (6) clearly identified expenses related to Mehsana facility as agreed between the Purchasers and the Sellers; (7) any amount paid to Consultants (as defined in the Consultancy Agreement) in excess of USD 300,000. For sake of clarity, the calculations for the Adjusted EBITDA shall be as per the format provided in Schedule 10 hereto;

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity under common control with that person, and includes such persons as may be mutually agreed between the Parties; provided that, for the avoidance of doubt, the Purchasers shall not be considered to be Affiliates of each other. For the purpose of this definition: (a) **control** means the power to direct the management and policies of an entity whether through the ownership of the voting capital, by contract, or otherwise, and (b) a holding company or subsidiary of any entity shall be deemed to be an Affiliate of that entity;

Agreed Form means, in relation to a document, the form of that document as initialled for the purpose of identification by or on behalf of the Sellers and the Purchasers (in each case with such amendments as may subsequently be agreed by them or on their behalf);

Applicable Law means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, government resolution, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing;

Big 4 Accounting Firms means KPMG, PwC, Deloitte Touche Tohmatsu and EY, and includes their respective member firms, and **Big 4 Accounting Firm** shall be construed accordingly;

Business has the meaning given in Recital (A);

Business Day means a day (other than a Saturday or Sunday) on which banks generally are open in the British Virgin Islands, New Delhi, India, Ahmedabad, India and Port Louis, Mauritius for the transaction of normal banking business;

Closing means completion of the sale and purchase of the Shares in accordance with this Agreement;

Closing Date has the meaning given in clause 6.1;

Conditions means the conditions to Closing set out in clause 4.1;

Confidential Information has the meaning given in clause 15;

Consultancy Agreement means the agreement entered into between the Company and the Confirming Parties on or about the Execution Date, to become effective on and from Closing;

CXO shall include designations such as chief financial officer, chief regulatory officer, chief marketing officer, or any other similar designation;

Default Interest means interest at 8% per annum;

Disclosure Letter means the letter from the Sellers to the Purchasers to be finalised as soon as possible after the signing of this Agreement between the Sellers and the Purchasers;

EBITDA means earnings before interest, tax, depreciation and amortization, as determined by the audited accounts of the company for the relevant period excluding any extraordinary or onetime items;

Employees means the employees of the Target Companies;

Existing CCPS means 51,018 compulsorily convertible Class B preference shares of the Company, each having a face value of INR 3,340 each;

Governmental Authority means any nation or government, any state or other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality of any nation or any political subdivision thereof; any court, tribunal or arbitrator having jurisdiction over the matter in question, whether as of the date of this Agreement or thereafter;

Insignia Facility means the Company's facility located at Insignia House, Plot No. 32/1/B, 60 Ft Wide Road, Opp. Zenobia Residency House, Near Sterling Hospital, Bodakdev, Ahmedabad – 380054;

Key Managers means those Employees having the designation of chief executive officer, CXO or head of department of the Target Company;

Last Accounts means, in relation to a Target Company, the Accounts of that entity in respect of its financial year ended on the Last Accounts Date in the Agreed Form;

Last Accounts Date means March 31, 2018;

Long Stop Date means the date that falls 60 days after the Execution Date;

Losses means all direct claims, damages, losses, liabilities, reasonable cost or expenses that are actually suffered by a party excluding any punitive, indirect, consequential or special damages and shall include any Loss to the Company arising from breach of any Applicable Law or regulatory requirement, and the term **Loss** shall be construed accordingly;

Material Adverse Change means any event, circumstance, effect, occurrence or state of affairs or any combination thereof (whether existing or occurring on or before the date of this Agreement or arising or occurring afterwards up to the Closing Date) which is, or is reasonably likely to be, materially adverse to the business, operations, assets, liabilities (including contingent liabilities) financial condition or prospects of the Target Companies. For the purposes of this definition, the term “material” or “adverse” shall include, without limitation, such event, occurrence, fact or change, the consequence of which will give rise to or is likely to give rise to liability on the business, operations, assets, liabilities (including contingent liabilities), financial condition or prospects of the Company, individually or in the aggregate, in excess of 5% of the total revenue of the Company as on the Last Accounts Date.

Net Debt shall mean the total debt, including debt like items as listed in Schedule 11 hereto, of the Company less the cash and other cash like items;

Net Working Capital means the current assets less current liabilities (non-bank debts);

Permitted Assignee has the meaning given in clause 16;

Price has the meaning given in clause 2;

Proposed Transaction means the sale and purchase of the Shares contemplated by the Transaction Documents;

Purchaser Group means, with respect to a Purchaser, such Purchaser and its Affiliates from time to time;

Representatives has the meaning given in clause 15.1;

Restated Articles means the restated articles of association of the Company, amended to incorporate relevant provisions of the Shareholders’ Agreement, which are to be in Agreed Form;

Seller 1 Bank Account means Seller 1’s bank account details set forth in Part A of Schedule 12;

Seller 2 Bank Account means Seller 2’s bank account at details set forth in Part B of Schedule 12;

Seller 3 Bank Account means Seller 3’s bank account details set forth in Part C of Schedule 12;

Seller Group means the Sellers and their Affiliates from time to time but excludes the Target Companies;

Sellers Bank Accounts means the Seller 1 Bank Account, Seller 2 Bank Account and Seller 3 Bank Account;

Shareholders’ Agreement means the agreement entered into between the Parties on or about the Execution Date, to become effective on and from Closing;

Shares means the 427,455 equity shares of the Company having face value of INR 10 comprising 72.8% of the entire issued equity share capital of the Company as on the Closing Date;

Shivalik Facility means the Company’s facility located at Shivalik Plaza - A Wing, IIM Road, Ambawadi, Ahmedabad – 380015;

Subsidiaries means the subsidiaries of the Company, and **Subsidiary** means any one of them;

subsidiary and **subsidiaries** means any company in relation to which another company is its parent company;

Surviving Provisions means clauses 14 (*Announcements*), 15 (*Confidentiality*), 16 (*Assignment*), 17 (*Confirming Parties*), 20 (*Notices*), clause 22 (*Entire Agreement*), clause 23 (*Waivers, Rights and Remedies*), clause 25 (*Governing Law*) and this Schedule 9 (*Definitions and Interpretation*);

Target Companies means the Company and the Subsidiaries, and **Target Company** means any of them;

Tax or **Taxation** means any central, federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, share capital, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, transaction, documentary, recording, listing, stamp, premium, excise, customs, severance, environmental, real property, personal property, ad valorem, occupancy, license, occupation, withholding, dividend or other similar tax, duty, fee, contribution, levy, impost, assessment or other governmental charge or deficiencies thereof (including all interests, surcharges, fines and penalties thereon and additions thereto) due, payable, levied, imposed upon or claimed to be owed;

Tax Holiday includes any Tax incentive, relief from Taxation, or allowance, exemption, set-off or deduction in computing, or against, profits, income or gains for the purposes of Taxation, or a credit against Taxation;

Third Party Assurance means any guarantee, indemnity, counter-indemnity or letter of comfort of any nature given to a third party by the Company in respect of any obligation of a member of the Seller Group; and/or (as the context may require) (ii) to a third party by a member of the Seller Group in respect of any obligation of the Company;

Third Party Rights means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

Transaction Documents means this Agreement, the Disclosure Letter, Updated Disclosure Letter, the Shareholders' Agreement and any other documents agreed between the Sellers and Purchasers to be Transaction Documents;

Vedant Facility means the Company's facility located at Vedant Complex, 2nd Floor, Near YMCA Club, S.G. Highway Road, Ahmedabad;

Warranties means the warranties of the Sellers given pursuant to clause 7.1 and set out in Schedule 2; and

Working Hours means 9.30 am to 5.30 pm in the relevant location on a Business Day.

2. **Interpretation.** In this Agreement, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (b) references to any English legal term or concept shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (c) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

- (d) any statement in this Agreement qualified by the expression *to the the Sellers' knowledge* or *so far as the Sellers are aware* or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and shall be deemed also to include the knowledge of the Confirming Parties.
3. Enactments. Except as otherwise expressly provided in this Agreement, any express reference to an enactment (which includes any legislation in any jurisdiction) includes references to that enactment as amended, consolidated or re-enacted by or under any other enactment before or after the date of this Agreement (except to the extent that it increases or alters the liability of any party under this Agreement).
4. Inconsistencies. Where there is any inconsistency between a definition set out in paragraph 1 of this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.
5. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.

SCHEDULE 10

TERMS OF BONUS CCPS

1. The Bonus CCPS shall be entitled to 0.0001% non-participatory and non-cumulative dividend.
 2. The Bonus CCPS shall not be entitled to any voting rights.
 3. The Bonus CCPS shall mandatorily convert within 30 days of the determination of the Adjusted EBITDA of the Company for the financial year ended March 31, 2019, being the date which is 2 (two) Business Days after the Adjusted EBITDA Report (as defined below) is issued to the Parties (**Conversion Date**). The Parties hereby agree that the Adjusted EBITDA shall be determined by the statutory auditors of the Company, based on the Accounts of the Company for the financial year ended March 31, 2019 and which determination shall be final and binding on the Parties, absent fraud or manifest error. For this purpose, the statutory auditor of the Company shall deliver to the Parties a report in writing certifying the Adjusted EBITDA achieved by the Company as on March 31, 2019, within 60 (sixty) days from March 31, 2019 (**Adjusted EBITDA Report**).
- A. In the event, the Company achieves a 10% growth in Adjusted EBITDA in the financial year ended March 31, 2019, over Adjusted EBITDA of the financial year ended March 31, 2018, the valuation that will be taken into account for the conversion of the Bonus CCPS shall be INR 700,00,00,000 (Indian Rupees Seven Hundred Crores only) (**Revised Pre-Money Valuation 1**). In the event the Company achieves an adjusted EBITDA growth beyond 10% for the financial year ended 31 March 2019 over the financial year ended 31 March 2018, the Revised Pre-Money Valuation 1 shall be increased proportionately, subject to a maximum valuation of INR 725,00,00,000 (Indian Rupees Seven Hundred Twenty Five Crores only) (**Revised Pre-Money Valuation 2**). Accordingly, the Revised Pre-Money Valuation 2 will be calculated as the lower of the following:
- (i) INR 700,00,00,000 plus (725,00,00,000 minus 700,00,00,000) multiplied by (Adjusted EBITDA growth percentage for the financial year ended 31 March 2019 minus 10%) divided by 3.93%; and
 - (ii) INR 725,00,00,000

Pursuant to determination of the Revised Pre-Money Valuation 1 or the Revised Pre-Money Valuation 2, as the case may be, on the Conversion Date the Sellers shall be issued and allotted such number of equity shares of the Company, such that they hold a percentage of the expanded equity share capital of the Company which will be calculated as follows:

$$\begin{array}{rcccl} 100 & \text{(minus)} & \begin{array}{l} \text{Price} \\ \text{converted at} \\ \text{INR 71 per} \\ \text{USD} \end{array} & \times & 100 \\ & & \hline & & \begin{array}{l} \text{Revised} \\ \text{Pre-Money} \\ \text{Valuation 1} \\ \text{or Revised} \\ \text{Pre-Money} \\ \text{Valuation 2} \end{array} & = & \begin{array}{l} \text{\% of shares of the} \\ \text{expanded equity share} \\ \text{capital to be held by} \\ \text{Sellers post conversion} \\ \text{(Derived \%)} \end{array} \end{array}$$

(as applicable)

- B. In the event, the Company does not achieve a 10% or more growth in Adjusted EBITDA in the financial year ended March 31, 2019 over Adjusted EBITDA of the financial year ended 31 March 2018, all the Bonus CCPS shall be converted into 1 (one) equity share.
- C. It is hereby agreed that, in the event prior to the Conversion Date, the Purchasers and/or Sellers (**Sellers' Infusion**) infuse additional investment in the Company for any acquisition pursuant to Clause 3.1 of the Shareholders' Agreement at the Valuation (as defined below) (**Additional Infusion**), then the valuation at which the conversion will happen on the Conversion Date shall be the aggregate of Additional Infusion and Revised Pre-Money Valuation 1 or Revised Pre-Money Valuation 2, as the case may be in accordance with the terms contained above (**New Valuation**). Accordingly, on the Conversion Date the Sellers shall be issued and allotted such number of equity shares of the Company, such that they hold a percentage of the expanded equity share capital of the Company which will be calculated as follows:

$$\begin{array}{r}
 \text{Derived} \\
 \% \\
 \\
 \frac{\text{Additional Infusion}}{\text{New Valuation}} \times 100 \text{ of Derived \% (plus)} \\
 \text{(minus)} \\
 \\
 \text{Sellers' Infusion} \\
 \frac{\text{Sellers' Infusion}}{\text{New Valuation}} \times 100 \\
 \\
 = \% \text{ of shares of the expanded equity share capital to be held by Sellers post conversion}
 \end{array}$$

Illustration:

Considering:

Price: 455 Cr

Revised Pre-Money Valuation: 725 Cr

Therefore, Derived %: $100 - (455/725 \times 100 = 62.76) = 37.24$

Additional Infusion = 50 Cr Stake given to Purchasers based on Valuation –and 10 Cr Stake given to Existing Shareholders based on Valuation

New Valuation = (50+10+725= 785) Revised stake of Purchasers based on New Valuation – 6.37%

$$[100 - 62.76 = 37.24] - [(60/785 \times 100 = 7.64) \text{ of } 37.24 = 2.85] + [10/785 \times 100 = 1.274] = 35.67\%$$

For sake of clarity, if the Additional Infusion is made at a higher valuation than the New Valuation, then no adjustment under this para C will be required.

4. For the purposes of this Schedule 10, the term **Valuation** shall mean the valuation of the Company of INR 625,00,00,000 (Indian Rupees Six Hundred twenty Five Crores Only)

Set out below is the calculation to be considered for arriving at the Adjusted EBITDA:

Veeda Clinical Research Pvt. Ltd.
Profit & Loss Statement - 2017-18

Particulars	INR. Mn		INR. Mn	
	UnAudited		Estimated	
	2017-18	2017-18	2018-19	2018-19
Revenue from services (including unearned revenues)		1,835.5		xx
Other operating income - Forex Income/(Loss)*		5.2		xx
Total Revenue		1,840.7		xx
Expenses				
Cost of Material Consumed		148.0		xx
Employee Benefits Expenses		372.0		xx
Other Expenses		772.1		xx
Less: One time expense		(3.4)		xx
Costs in respect of this transaction/ any other acquisition/ M&A opportunity/ Fund raising				
Due diligence costs (FDD, Legal DD, Commercial, ESDD, etc)	1.6		xx	
Advisory fees related to this transaction	0.5		xx	
Advisory fees related to fund raising	1.3		xx	
Any other costs incurred in evaluation and acquisition of targets/ M&A	NA		xx	
Associated cost including stamp duty for increase in authorized share capital / share issuance			xx	
Total Expenses		1,288.7		xx
Other adjustments		NA		xx
i) HR consulting costs for management evaluation and new CXO hiring (replacements and management gaps to be excluded)	NA		xx	
ii) Investments in new areas of business, like BioSimilarars	NA		xx	
iii) Fees for a big 4 auditor less the fees for the current auditor	NA		xx	
iv) CEO remuneration	NA		xx	
v) Clearly identified expenses related to Mehsana facility as agreed between the Purchasers and the Sellers	NA		xx	
vi) Any fees relating to consultants which is not in the ordinary course of business	NA		xx	
vi) If any amount is paid to Consultants (as defined in Consultancy Agreement) in excess of USD 300,000	NA		xx	
Adjusted EBITDA		552.0		xx
Finance Costs		26.8		xx
Depreciation and Amortization Expenses		105.8		xx
				-

PBT		419.4		xx
Other Non Business Income		5.5		xx
Interest Income	3.7		xx	
Income/(Loss) from Mutual Fund	(0.2)		xx	
SFIS income/(Expenses)	(0.2)		xx	
Gain / (Loss) on sale of fixed assets	0.0		xx	
Extraordinary Items (Income)	0.6		xx	
Other non-operating income (net of expenses)	1.6		xx	
PBT after Other Non Business Income		424.9		xx

**Forex income/loss is on account of change of exchange rate between invoicing and receipt on a contract value, therefore it is considered as operating income.*

SCHEDULE 11

NET WORKING CAPITAL AND NET DEBT CALCULATIONS

SECTION 1: Adjustment of Working Capital

Particulars	INR mn
Actual Net Working Capital (a) (Working table I)	xx
Agreed Net Working Capital (b)	281
Difference (a-b = c)	xx

SECTION 2: Adjustment of Net Debt

Particulars	INR mn
Agreed Net Debt (d)	150
Actual Net Debt (e) (Working table II)	xx
Difference (d-e = f)	xx

Adjusted difference (c+f = g) **xx**

If the adjusted difference is negative, the same would be adjusted against the Net Surplus Asset. In case of any further shortfall, the same would be payable by the Sellers to the Company in accordance with Clause 12.5 of the Agreement.

SECTION 3: Net Surplus Assets (Non Contingent) INR mn

Deposits with Govt (n)	2
SFIS Income (Pre FY 18) (h)	xx
SFIS Income Post FY 18 (i)	xx
Less 50 lacs for setoff (j)	(5)
Less Excess of Contingent liab over Contingent Asset (k)	(49)
Excess SFIS Value (l=(h+i+j+k))	xx
Refund from German subsidiary (m)	xx
Total (l+m +n)	xx

SFIS: Served from India Scheme

Notes

Particulars	INR mn
<u>Contingent Assets</u>	79
TDS Receivables	79
<u>Contingent Liabilities</u>	128
Service tax	30
Income Tax	19
Other Contingent Liability	78

b. Working table I - Actual Net Working Capital

Particulars	INR mn
<u>Reported Net Working Capital</u>	

Receivables	xx
Inventory	xx
Trade payable	(xx)
Loans and advances and other assets	xx
Other liabilities and provisions	(xx)
Total	xx
Adjustments	
Provision against receivables	(xx)
Provision for obsolete inventory	(xx)
Loans and advances and other assets	
Deposits with Government	(xx)
TDS Receivables (Net of Provisions)	(xx)
Security Deposits (rental)	(xx)
Intercorporate Loans	(xx)
Other liabilities and provisions	
Payable Par Pharmaceuticals	24
Aged advance from customer	9
Creditors for Capital Goods	± xx
Provision for Gratuity Expenses	xx
Provision for Sick Leave	-
Under accrual of expenses (net)	(xx)
Total Adjustments	xx
Adjusted Net working capital	xx

e. Working table II - Actual Net Debt

Particulars	INR mn
Reported debt	xx
Add: Restricted cash (FD against BG)	xx
Capital creditors	± xx
Provision for Gratuity	xx
Provision for sick leave	-
Payable to Par Pharmaceuticals (Tax Portion Only)	7
Liability towards performance bonus	5
Tax related adjustments	2
Aged Advances (Tetralogic)	9
Cost towards upgradation of existing software in the Company (only if it is neither provided as an expense in the books nor paid by the Company)	4.88
Less: Closing Cash/ Cash like items	(xx)
Less: Costs incurred towards stamp duty and ROC filings for increase in authorized share capital of the Company and issuance of bonus Class A Compulsory Convertible Preference Shares (only if it is either provided as an expense in the books or paid by the Company)	(1.75)
Total	(xx)

SCHEDULE 12

SELLERS BANK ACCOUNTS

Part A

Beneficiary Name: **Stevey International Corp.**
301 Al Gurg Building, Near Al Nasr Club
Oud Metha, P.O. Box 22489, Dubai, UAE

A/c No.: 405570

Beneficiary Bank: Bank of Singapore Limited
63 Market Street, Bank of Singapore Centre,
Singapore 048942

BIC or SWIFT code: INGPSGSG

Correspondence Bank: Bank of America, New York

Swift: BOFAUS3N

Part B

Beneficiary Name: **Bondway Investments Inc.**
301 Al Gurg Building, Near Al Nasr Club
Oud Metha, P.O. Box 22489, Dubai, UAE

A/c No.: 83668163

Beneficiary Bank: Bank J. Safra Sarasin Ltd.
8 Marina View # 25-01, Asia Square Tower 1,
Singapore 01896

SWIFT Code: SARASGSG

Part C

Beneficiary Name: **Arabelle Financial Services Ltd.**
301 Al Gurg Building, Near Al Nasr Club
Oud Metha, P.O. Box 22489, Dubai, UAE

A/c No.: 777964

Beneficiary Bank: Citi Bank NA
20/F Asia Square Tower 1, 8 Marina View,
Singapore




SWIFT Code: CITISGSG

EXHIBIT A
LIST OF PERSONAL COLLATERALS

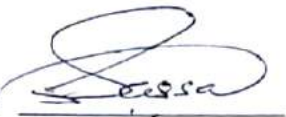
Sr. No.	Description of Collateral	Charge Holder / Loan	Owner/ Provider of Collateral	Amount/ Est. Value of Assets (INR)	Outstanding as on 30 June 2018 (INR)
1	Personal Guarantee	Hero Loan 1 (Loan for Plant and Machinery)	Apurva Shah	42,800,000	28,107,117
	Personal Guarantee		Binoy Gardi	42,800,000	
2	Personal Guarantee	Hero Loan 2 (Loan for Plant and Machinery)	Apurva Shah	26,700,000	25,319,946
	Personal Guarantee		Binoy Gardi	26,700,000	
3	Personal Guarantee	GE (Loan for Plant and Machinery)	Apurva Shah	31,795,380	16,104,227
	Personal Guarantee		Binoy Gardi	31,795,380	
4	Personal Guarantee	Tata Loan 1 (Loan for Plant and Machinery)	Apurva Shah	50,000,000	7,652,279
	Personal Guarantee		Binoy Gardi	50,000,000	
5	Personal Guarantee	Tata Loan 2 (Loan for Plant and Machinery)	Apurva Shah	100,000,000	62,936,100
	Personal Guarantee		Binoy Gardi	100,000,000	
6	Personal Guarantee	Axis Bank (Hypothecation of Stock, Debts, all current & Fixed Assets of the Company except for Plant and Machinery as specifically mortgaged to lenders at point 1 to 5 above)	Apurva Shah	200,000,000	-
	Personal Guarantee		Binoy Gardi	200,000,000	-
7	Personal Immovable property situated at Samprat, Ahmedabad	Axis Bank	Apurva Shah	15,150,000	
8	Personal Immovable property situated at Kasturi, Ahmedabad	Axis Bank	Binoy Gardi	5,900,000	

SIGNATURE

This Agreement is signed by the Parties or their duly authorised representatives:

SIGNED for and on behalf of BONDWAY INVESTMENT INC.	)	SIGNATURE:	<u></u> FOR, BONDWAY INVESTMENT INC. DIRECTOR/AUTHORISED SIGNATORY
	)	NAME:	<u>HASMUKH GARDI</u> FOR, STEVEY INTERNATIONAL CORP.
SIGNED for and on behalf of STEVEY INTERNATIONAL CORPORATION	)	SIGNATURE:	<u></u> DIRECTOR/AUTHORISED SIGNATORY
	)	NAME:	<u>HASMUKH GARDI</u>
SIGNED for and on behalf of ARABELLE FINANCIAL SERVICES LIMITED	)	SIGNATURE:	<u></u> FOR, ARABELLE FINANCIAL SERVICES LTD. DIRECTOR/AUTHORISED SIGNATORY
	)	NAME:	<u>HASMUKH GARDI.</u>

SIGNED
for and on behalf of
BASIL PRIVATE LIMITED

) SIGNATURE: 
)
) NAME: Bilal Ibrahim Sassa

Share Purchase Agreement – Signature Page

SIGNED
for and on behalf of
**VEDA CLINICAL RESEARCH
PRIVATE LIMITED**

)
)
)
)

SIGNATURE:






NAME:

APURVA SHAH

SIGNED
by
APURVA SHAH

)
)
)

SIGNATURE: 

SIGNED
by
BINOY GARDI

)
)
)

SIGNATURE: 

SIGNED
for and on behalf of
CX ALTERNATIVE INVESTMENT
FUND

) SIGNATURE: Vivek Chhachhi
)
)
) NAME: VIVEK CHHACHHI

27 SEPTEMBER 2018

BASIL PRIVATE LIMITED
CX ALTERNATIVE INVESTMENT FUND
BONDWAY INVESTMENT INC.
STEVEY INTERNATIONAL CORPORATION
ARABELLE FINANCIAL SERVICES LIMITED
VEEDA CLINICAL RESEARCH PRIVATE LIMITED
APURVA SHAH
BINOY GARDI

AGREEMENT

for the sale and purchase of shares in
Veeda Clinical Research Private Limited

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EXHIBITS REFERRED TO IN THIS AGREEMENT

Description	Clause/Schedule
List of Personal Collaterals	Clause 12.2

AGREED FORM DOCUMENTS REFERRED TO IN THIS AGREEMENT

Description	Clause/Schedule
Opinion from a Big 4 Accounting Firm	Clause 4.1(a)
Undertaking from each Seller regarding pending proceedings and Tax claims	Clause 4.1(o)
Draft of Restated Articles	Clause 4.1(v)
Certificate from Sellers regarding Warranties	Schedule 7
Undertaking regarding implementation of the Action Plan	Schedule 7
Certificate from Purchasers regarding Purchaser Warranties	Schedule 7
Last Accounts	Schedule 9