



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 070605

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO ON NOVEMBER 21, 2024 BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGERS

254882

**SURAKSHA DIAGNOSTIC LIMITED**  
1241 Premises No-02-0327  
Street No.-0327  
Action Area-ID

NAME.....  
ADD.....  
Rs.....

DG Block (Kow  
West Banga-700156

**23 OCT 2024**

**S. CHATTERJEE**  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1



**23 OCT 2024**  
**23 OCT 2024**



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

P 070590

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO ON NOVEMBER 21, 2024 BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGERS

254907

**SURANSHA DIAGNOSTIC LIMITED**  
12/1, Street No. 12/1, DG Block, New Town, West Bengal - 700156

NAME.....  
ADD.....  
Rs.....  
**23 OCT 2024**  
**S. CHATTERJEE**  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1



**23 OCT 2024**

**23 OCT 2024**

**AMENDMENT AGREEMENT TO THE OFFER AGREEMENT**

**DATED NOVEMBER 21, 2024**

**AMONG**

**SURAKSHA DIAGNOSTIC LIMITED**

**AND**

**DR. SOMNATH CHATTERJEE**

**AND**

**RITU MITTAL**

**AND**

**SATISH KUMAR VERMA**

**AND**

**ORBIMED ASIA II MAURITIUS LIMITED**

**AND**

**MUNNA LAL KEJRIWAL**

**AND**

**SANTOSH KUMAR KEJRIWAL**

**AND**

**ICICI SECURITIES LIMITED**

**AND**

**NUVAMA WEALTH MANAGEMENT LIMITED**

**AND**

**SBI CAPITAL MARKETS LIMITED**

This Amendment Agreement to the Offer Agreement (this “**Amendment Agreement**”) is entered into on November 21, 2024 (“**Effective Date**”) at Mumbai among:

**SURAKSHA DIAGNOSTIC LIMITED**, a company incorporated under the Companies Act, 1956 and whose registered and corporate office is situated at Plot No. DG-12/1, Action Area 1D, Premises No. 02-0327, New Town, Rajarhat, Kolkata- 700 156, West Bengal, India (the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); for the **FIRST PART**;

AND

**DR. SOMNATH CHATTERJEE**, an Indian residing at BB 242 Salt Lake City, Sector-I Near Kwalitiy Bus stop, Bidhannagar (M), AE Market, Dist- North 24 Pargana- Kolkata-700064, West Bengal (“**Dr. Somnath**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs and permitted assigns); for the **SECOND PART**;

AND

**RITU MITTAL**, an Indian residing at 3, Bright Street, Park Circus Avenue, Ballygunge, Kolkata 700019, West Bengal (“**Ritu**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs and permitted assigns); for the **THIRD PART**;

AND

**SATISH KUMAR VERMA**, an Indian residing at House No.2A, Road No.: 78, Punjabi Bagh, West Delhi – 110026 (“**Satish**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs and permitted assigns). for the **FOURTH PART**;

AND

**ORBIMED ASIA II MAURITIUS LIMITED**, a company incorporated under the laws of Mauritius and whose registered office is situated at Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene - 72201, Mauritius (“**Orbimed**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); for the **FIFTH PART**;

AND

**MUNNA LAL KEJRIWAL**, an Indian residing at JC-21 Salt Lake, Sector-3, Bidhannagar(M), North 24 Parganas, IB Market, West Bengal-700106 (“**Munna**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs and permitted assigns); for the **SIXTH PART**

AND

**SANTOSH KUMAR KEJRIWAL**, an Indian residing at JC-21 Salt Lake, Sector-3, Bidhannagar(M), North 24 Parganas, IB Market, West Bengal-700106 (“**Santosh**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs and permitted assigns); for the **SEVENTHPART**;

AND

**ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025, Maharashtra, India (“**I-Sec**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); for the **EIGHTHPART**;

AND

**NUVAMA WEALTH MANAGEMENT LIMITED**, a company incorporated under the laws of India and whose registered office is situated 801 - 804, Wing A, Building No 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051 Maharashtra, India (“**Nuvama**” which expression shall,

unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); for the **NINTH PART** and

**SBI CAPITAL MARKETS LIMITED**, a company incorporated under the laws of India and having its registered office situated at 1501, 15th floor, A & B Wing, Parinee Crescenzo Building, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051, Maharashtra, India (hereinafter referred to as “**SBICAP**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) for the **TENTHPART**.

**In this Agreement:**

- (i) I-Sec, Nuvama and SBICAPS are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**” and individually as a “**Book Running Lead Manager**” or a “**BRLM**”;
- (ii) (a) Dr. Somnath Chatterjee, Ritu Mittal, and Satish Kumar Verma are collectively referred to as the “**Promoter Selling Shareholders**” and individually as a “**Promoter Selling Shareholder**”; (b) Orbimed Asia II Mauritius Limited is referred to as the “**Investor Selling Shareholder**”; (c) Munna Lal Kejriwal and Santosh Kumar Kejriwal are collectively referred to as the “**Other Selling Shareholders**” and individually as a “**Other Selling Shareholder**” (d) the Promoter Selling Shareholders, Investor Selling Shareholder and Individual Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”;
- (iii) the Company, the Selling Shareholders and the BRLMs are collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. The board of directors of the Company (the “**Board of Directors**” or “**Board**”), pursuant to its resolution dated July 19, 2024, in accordance with the applicable provisions of the Companies Act, 2013, has approved and authorized the Offer.
- B. The Company has filed a draft red herring prospectus dated July 23, 2024 (“**Draft Red Herring Prospectus**” or “**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**” and together with the BSE, the “**Stock Exchanges**”) for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, West Bengal at Kolkata (“**RoC**”), and thereafter the Stock Exchanges and SEBI, and thereafter a Prospectus in accordance with the Companies Act, and the SEBI ICDR Regulations.
- C. The Company, Selling Shareholders and the BRLMs have entered into an offer agreement dated July 23, 2024, pursuant to which certain arrangements have been agreed to in relation to the Offer (the “**Offer Agreement**”).
- D. In view of the observations received from SEBI, the selling shareholders are now required to reimburse the expenses incurred, irrespective of listing and accordingly the Clause 16.2 of the Offer Agreement is being amended as well.
- E. Accordingly, the Parties wish to enter into this Amendment Agreement to the Offer Agreement.

**NOW, THEREFORE**, the Parties do hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement, as the context requires.
- 1.2 Rules of interpretation set out in Clause 1 of the Offer Agreement (*Interpretation*) shall, unless

the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

- 1.3 This Amendment Agreement shall constitute a part of, and shall be read together with, the Offer Agreement. All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement. The Offer Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and all terms and conditions of the Offer Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.
- 1.4 In case of conflict between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## **2. Amendment to the Offer Agreement**

- 2.1 The existing Clause 16.2 of the Offer Agreement shall be replaced with the following:

*“16.2 Other than (A) (a) the listing fees, (b) audit fees of the statutory auditors (other than the fees paid by the Company to the auditors in relation to any audit conducted solely in relation to the Offer), and (c) expenses for corporate advertisements and branding of the Company undertaken in the ordinary course of business by the Company, i.e. any corporate advertisements consistent with past practices of the Company and not including expenses relating to marketing and advertisements undertaken in connection with the Offer, which shall be solely borne by the Company, and (B) (a) fees for counsel to the Selling Shareholders, and (b) securities transaction tax pertaining to the respective portion of the Offered Shares sold pursuant to the Offer (“STT”), if any, which shall be borne solely by the respective Selling Shareholder, the Selling Shareholders agree that all the costs and expenses directly attributable to the Offer, shall be borne by the Selling Shareholders, on a pro rata basis, in proportion to the number of Equity Shares sold by each of the Selling Shareholders through the Offer for Sale, upon listing of the Equity Shares on the Stock Exchange(s) pursuant to the Offer in accordance with Applicable Law. All the expenses relating to the Offer shall be paid by the Company in the first instance and upon commencement of listing and trading of the Equity Shares on the Stock Exchanges pursuant to the Offer, each Selling Shareholder agrees that it shall, severally and not jointly, reimburse the Company for any and all the expenses in relation to the Offer paid by the Company on behalf of the respective Selling Shareholder, and each Selling Shareholder authorises the Company to deduct from the proceeds of the Offer for Sale from the Offer directly from the Public Offer Account, expenses of the Offer required to be borne by such Selling Shareholder in proportion to the Offered Shares, in accordance with the Cash Escrow and Sponsor Bank Agreement and Applicable Law, including in the event of withdrawal of the Offer or if the Offer is not successful or consummated prior to one year of receipt of the final observations from SEBI”*

## **3. MISCELLANEOUS**

### **3.1 Representation and Warranties**

Each Party has the corporate power/ authority and capacity, to enter into this Amendment Agreement and this Amendment Agreement shall be a valid and legally binding instrument, enforceable against each Party, in accordance with its terms.

### **3.2 Ratification and Confirmation**

This Amendment Agreement shall come into effect on and from the Effective Date. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except as expressly amended herein, all terms, covenants, and conditions of the Offer Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Offer Agreement, other than the terms amended by this Amendment Agreement, shall apply *mutatis mutandis* to this Amendment Agreement in the



manner set forth in the Offer Agreement.

**3.3 Conflicts**

In case of inconsistency between the Offer Agreement and this Amendment Agreement, this Amendment Agreement shall prevail in relation to the provisions amended herein.

**3.4 Governing Law**

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 3.5 of this Amendment Agreement, the courts of Mumbai, India shall have sole and exclusive jurisdiction over any interim and/or appellate reliefs in all matters arising out of arbitration pursuant to the Clause of in all matters arising out of this Amendment Agreement.

**3.5 Arbitration**

Any Dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Clauses of the Offer Agreement.

**3.6 Counterparts**

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

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

***[The remainder of this page has been intentionally left blank]***

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

**SIGNED** for and on behalf of **SURAKSHA DIAGNOSTIC LIMITED**



Name: **Dr. Somnath Chatterjee**

Designation: **Chairman and Joint Managing Director**

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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



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Name: **Dr. Somnath Chatterjee**

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

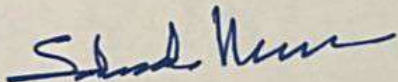
**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

A handwritten signature in black ink, appearing to read 'Ritu Mittal', written over a horizontal line.

Name: **Ritu Mittal**

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

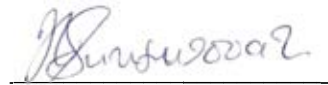
A handwritten signature in blue ink, appearing to read 'Satish Kumar Verma', written in a cursive style.

Name: Satish Kumar Verma

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

**SIGNED** for and on behalf of **OrbiMed Asia II Mauritius Limited**



**Name: Harish Sumsurooah**  
**Designation: Director**

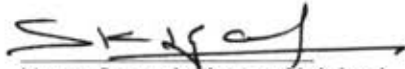
*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

  
Name: Munha Lal Kejriwal

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

  
Name: Santosh Kumar Kejriwal



*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

**SIGNED** for and on behalf of **ICICI SECURITIES LIMITED**



Name: Abhijit Diwan  
Designation: Vice President

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

**SIGNED** for and on behalf of **NUVAMA WEALTH MANAGEMENT LIMITED**


\_\_\_\_\_  
Name: Sachin Khandelwal

Designation: ED & Co Head ECM Corporate Finance

*This signature page forms an integral part of the Amendment Agreement executed among Suraksha Diagnostic Limited, the Selling Shareholders and the Book Running Lead Managers*

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

**SIGNED** for and on behalf of **SBI CAPITAL MARKETS LIMITED**



\_\_\_\_\_  
Name: Sylvia Mendonca  
Designation: Vice President