



महाराष्ट्र MAHARASHTRA

2023

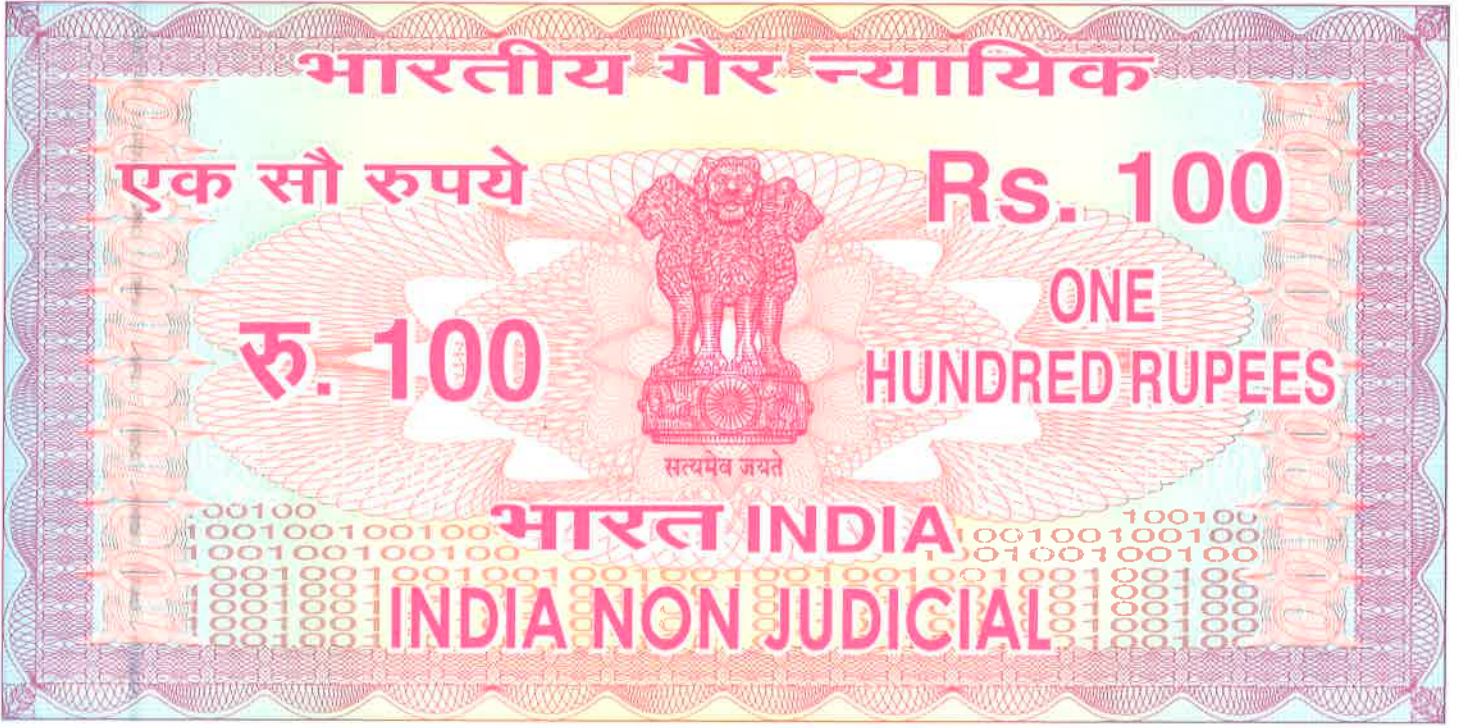
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ज्या कारणासाठी उज्वानी मुद्रांक करदा कला त्याजा त्याच कारणासाठी मुद्रांक
 करेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे
 मुद्रांक विक्री नोंद वही अनु. क्रमांक 4299 दि. 31-05-24
 इस्त्याचा प्रकार Agreement
 इस्त नोंदणी करणे का ? होय/नाही
 मिळकतीचे
 मुद्रांक मिळत ध. कांठ
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वरिष्ठ कोषागार अधिकारी
 पुणे
 27 MAY 2024
 प्रथम मुद्रांक लिपीक
 कोषागार पुणे करिता

रूप नोंदर
 सौ प्रणाली प्र. भुमकर
 ७३ पद्मनगर, विपरी, पुणे-४११०१६
 फोन २२०१०६११
 मोबा ९८५१०६५११०

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JUNE 18, 2024 TO THE REGISTRAR AGREEMENT DATED DECEMBER 16, 2023 ENTERED INTO AMONGST THE PARTIES THERETO.



महाराष्ट्र MAHARASHTRA

2024

08AB 014309

अथ कारणासाठी ज्यांनी मुद्रांक खरवा कला त्यांना त्याच कारणासाठी मुद्रांक

खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

मुद्रांक विक्री जोड वही अनु. क्रमांक : 4299 दि. 31-05-24

दस्तावा प्रकार

Agreement

दस्त नोंदणी करणे का ?

होय/नाही

मिळकती

EMCURE PHARMACEUTICALS LTD.

27 MAY 2024

मुद्रांक विक्री

Registered Office: Plot No. P-1 & P-2, IT-BT Park,

घता

Phase-II, M.I.D.C., Hinjawadi, Pune - 411057.

दुसऱ्या पक्षकडून

मुद्रांक शुल्क रक्कम

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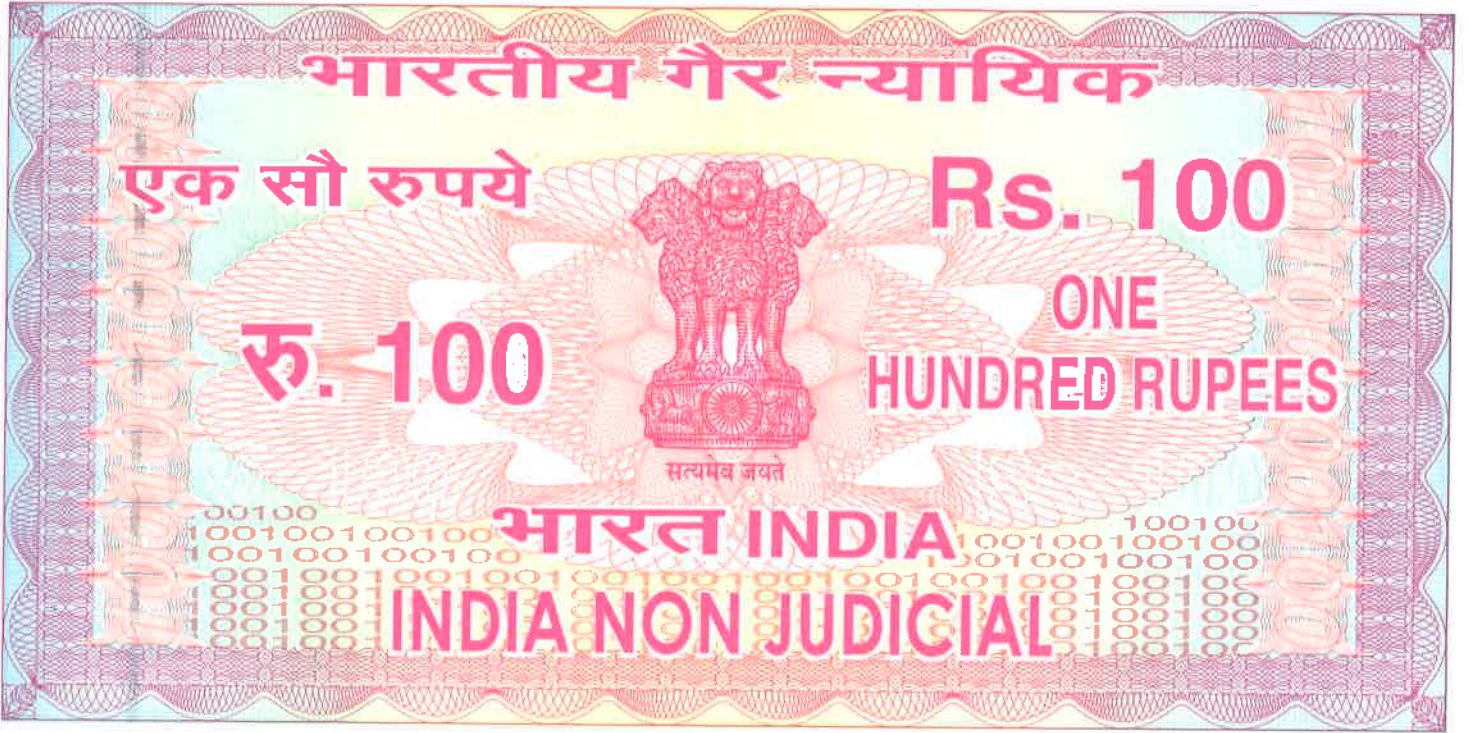
७३, महेशानगर, पिंपरी, पुणे-४११०१६

(ला न 2201061)

वा 9890985419



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JUNE 18, 2024 TO THE REGISTRAR AGREEMENT DATED DECEMBER 16, 2023 ENTERED INTO AMONGST THE PARTIES THERETO.



महाराष्ट्र MAHARASHTRA

2024

08AB 014310

व्याकरणमाता ज्योती मुद्रांक खरेदी कला त्यांना त्याच कारणासाठी मुद्रांक

खरेदी केवळामुळे व अधिकृत वापरणे बंधनकारक आहे

मुद्रांक क्रमांक : 4299 दि. 31-05-24

दस्तावेज प्रकार

Agreement

दस्त नोंदणी करणे का ?

होय/नाही

मिळकती

EMCURE PHARMACEUTICALS LTD.

27 MAY 2024

मुद्रांक विक्री

Registered Office: Plot No: P-1 & P-2, IT Park,

पत्ता

Phase-II, M.D.C., Hinjawadi, Pune - 411057.

दुसऱ्या पक्षकारा

मुद्रांक शुल्क रक्कम

50000 x 2 = 70000

हस्ते असल्यास त्यांचे नाव व पत्ता व सही : Diksh Card

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सौ प्रणाली प्र. भुमकर

७३, महेशनगर, पिंपरी, पुणे - ४११०१६

(ला नं 2201061)

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED JUNE 18, 2024 TO THE REGISTRAR AGREEMENT DATED DECEMBER 16, 2023 ENTERED INTO AMONGST THE PARTIES THERETO.

AMENDMENT AGREEMENT DATED JUNE 18, 2024

TO

REGISTRAR AGREEMENT DATED DECEMBER 16, 2023

BY AND AMONG

EMCURE PHARMACEUTICALS LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED

AND

BC INVESTMENTS IV LIMITED

AND

ARUNKUMAR PURSHOTAMLAL KHANNA

AND

THE PROMOTER SELLING SHAREHOLDERS

AND

THE PROMOTER GROUP SELLING SHAREHOLDERS

AND

THE OTHER SELLING SHAREHOLDERS

THIS AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT DATED DECEMBER 16, 2023 (THE “AMENDMENT AGREEMENT”) IS ENTERED ON THIS EIGHTEENTH DAY OF JUNE, 2024 AMONGST

EMCURE PHARMACEUTICALS LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 and having its registered office at Plot No. P-1 & P-2, IT-BT Park, Phase-II, M.I.D.C., Hinjawadi, Pune – 411057, Maharashtra, India (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

AND

BC INVESTMENTS IV LIMITED, a company incorporated under the laws of Mauritius and whose registered office is situated at Suite 110, 10th Floor Ebene Heights Building, 34 Ebene Cybercity, Ebene, Republic of Mauritius (the “**Investor Selling Shareholder**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns of the **THIRD PART**;

AND

ARUNKUMAR PURSHOTAMLAL KHANNA (hereinafter referred to as the “**Individual Selling Shareholder**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors-in-interest and permitted assigns of the **FOURTH PART**;

AND

THE PERSONS NAMED IN ANNEXURE A HERETO (hereinafter collectively referred to as the “**Promoter Selling Shareholders**” and individually as a “**Promoter Selling Shareholder**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns of the **FIFTH PART**;

AND

THE PERSONS NAMED IN ANNEXURE B HERETO (hereinafter collectively referred to as the “**Promoter Group Selling Shareholders**” and individually as a “**Promoter Group Selling Shareholder**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns of the **SIXTH PART**;

AND

THE PERSONS NAMED IN ANNEXURE C HERETO (hereinafter collectively referred to as the

“**Other Selling Shareholders**” and individually as a “**Other Selling Shareholder**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns of the **SEVENTH PART**.

The Investor Selling Shareholder, the Individual Selling Shareholder, the Promoter Selling Shareholders, the Promoter Group Selling Shareholders and the Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”.

The Company, the Registrar and the Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹10 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹8,000 million (the “**Fresh Issue**”) and an offer for sale of 11,428,839 Equity Shares by the Selling Shareholders (the “**Offered Shares**” and such offer for sale, the “**Offer for Sale**”) in accordance with the Companies Act, 2013 (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other Applicable Laws (the Fresh Issue together with the Offer for Sale, the “**Offer**”), at such price as may be discovered through the book building process under the SEBI ICDR Regulations and determined by the Company in consultation with the BRLMs (the “**Offer Price**”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with SEBI ICDR Regulations, (ii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the applicable laws of the jurisdictions where such offers and sales occur; and (iii) within the United States, to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act (“**Rule 144A**”) pursuant to Section 4(a) of the Securities Act. The Offer may also include allocation of Equity Shares to certain Anchor Investors, by the Company in consultation with BRLMs, in accordance with the SEBI ICDR Regulations. The Company in consultation with the BRLMs may offer certain discount on the Offer Price to Eligible Employees bidding in the Employee Reservation Portion (*defined below*). The offer includes a reservation of up to such number of Equity Shares, for subscription by eligible employees not exceeding 5.00% of the post-offer paid-up Equity Share capital, as may be decided subject to applicable law (the “**Employee Reservation Portion**”).
2. The Parties had entered into the registrar agreement dated December 16, 2023 (the “**Registrar Agreement**”) to engage Link Intime India Private Limited as the Registrar to the Offer and to define the allocation of duties and responsibilities among the Parties.
3. The Company has filed a draft red herring prospectus dated December 16, 2023 (the “**Draft Red Herring Prospectus**”) and addendum to the Draft Red Herring Prospectus dated March 18, 2024 (“**Addendum**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) in connection with the Offer in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations from SEBI and the Stock Exchanges, the Company is in the process to file the red herring prospectus and subsequently the prospectus with the Registrar of Companies, Maharashtra at Pune, SEBI and the Stock Exchanges, in accordance with the Companies Act, and the SEBI ICDR Regulations.

4. Subsequent to filing of the Draft Red Herring Prospectus, the board of directors of the Company (the “**Board**”) pursuant to the resolution adopted by it on March 18, 2024, identified Namita Vikas Thapar and Samit Satish Mehta, in addition to Satish Ramanlal Mehta and Sunil Rajanikant Mehta, as the ‘Promoters’ of the Company, in accordance with Section 2(69)(a) of the Companies Act and Regulation 2(1)(oo)(i) of the SEBI ICDR Regulations.
5. Additionally, subsequent to filing of the Draft Red Herring Prospectus, the SEBI issued (i) the master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024, superseding the erstwhile master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and subsequent circulars for registrars to an issue and share transfer agents; and (ii) the master circular no. SEBI/HO/OIAE/ OIAE_IAD-3/P/CIR/2023/195 dated December 28, 2023 for the referral of disputes between the Parties *inter alia* to arbitration by an independent arbitration institution.
6. Certain Promoter Selling Shareholders and Promoter Group Selling Shareholders who had earlier consented to participate in the Offer pursuant to their respective consent letters each dated December 15, 2023, have reduced their portion of Offered Shares pursuant to the revised consent letters dated June 18, 2024. Further, pursuant to the demise of Humayun Dhanrajgir, one of the Other Selling Shareholders, who had consented to participate in the Offer pursuant to his consent letter dated December 15, 2023, the Equity Shares held by him (jointly with Jini Dhanrajgir) were transmitted to Jini Dhanrajgir, being the second holder of such Equity Shares. Consequently, Jini Dhanrajgir has provided her consent to participate in the Offer for Sale pursuant to a consent letter dated June 18, 2024. The Board of Directors had taken on record the consent of the Selling Shareholders to participate in the Offer for Sale pursuant to its resolution dated December 15, 2023 and have taken on record the revised consents of certain Selling Shareholders, as applicable, to participate in the Offer for Sale pursuant to its resolution dated June 18, 2024, details of which are listed out in Annexure A, Annexure B and Annexure C of this Amendment Agreement.
7. Accordingly, the Parties have now agreed to certain amendments to the terms of the Registrar Agreement, which amendments are being recorded in this Amendment Agreement.

NOW THEREFORE THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS, EFFECTIVENESS AND INTERPRETATIONS

- (a) 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 Registrar Agreement or the Offer Documents (as described under the Registrar Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.
- (b) The rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement mutatis mutandis.
- (c) In case of any contradiction between the provisions of this Amendment Agreement and the provisions of the Registrar Agreement, in respect of the subject matter hereof, the provisions of this Amendment Agreement will prevail.
- (d) This Amendment Agreement shall come into effect from the date of the execution of this Amendment Agreement.

2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) Recital 1 of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the Recital 1 of this Amendment Agreement.
- (b) Recital 10 of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

“In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors bidding in the Offer (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. The Retail Individual Investors and individuals applying as Non-Institutional Bidders, with an application size up to ₹500,000 in the non-institutional category may also participate through the unified payment interface (“UPI”) process, in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, the SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, along with circular number 25/2022 issued by NSE and notice number 20220803-40 issued by BSE, each dated August 3, 2022 and SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable) and any other circulars issued by SEBI, Stock Exchanges or any other governmental authority in relation thereto from time to time (collectively, the “UPI Circulars”), and any other applicable law. The UPI process has come into force from January 1, 2019, in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, BSE or NSE shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.”

- (c) Clause 1 (xii) of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

*“references to the word “**Working Day**” shall be construed to mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Offer Period, “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business and the time period between the Bid/Offer Opening Date and listing of the Equity Shares on the Stock Exchanges, “Working Days” shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (“**RTA Master Circular**”) and any other circular issued by SEBI in this regard;”*

- (d) Clause 8 (ll) of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

“To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such applications in consultation with the Company and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical bid cum application forms;”

- (e) Clause 8 (nnnn) of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

“Post communication of the Basis of Allotment by the Company, to prepare of list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/ UPI linked bank account, as applicable, to the Public Offer Account and from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable, and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company and the Book Running Lead Managers;”

- (f) Clause (bbbbb) of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

“ To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs;”

- (g) References to “RTA Master Circular” in the Registrar Agreement shall mean SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024.

- (h) References to paragraph 40, 41, 45 and 46 of the RTA master circular dated May 17, 2023 in Registrar Agreement shall be substituted by paragraph 43, 44, 48 and 49 of the RTA Master Circular, respectively.

- (i) Clause 49 of the Registrar Agreement shall stand deleted in its entirety and shall be replaced by the following:

*“In the event any dispute, controversy or claim arises out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the “**Dispute**”), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing), the Parties (the “**Disputing Parties**”) shall by notice in writing to each other refer the Dispute to institutional arbitration in India, in accordance with Clause 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as amended from time to time, (the “**SEBI ODR Circular**”), which the Parties have elected to follow for the*

purposes of this Agreement, provided that the seat and venue of such institutional arbitration shall be Mumbai, India. The arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“MCIA Rules”)”

- (j) Annexure A, Annexure B and Annexure C of the Registrar Agreement shall be deleted in its entirety and shall be replaced with Annexure A, Annexure B and Annexure C of this Amendment Agreement, respectively. Accordingly, the reference to “Promoter Selling Shareholders”, “Promoter Group Selling Shareholders” and “Other Selling Shareholders” as defined in the preamble to the Registrar Agreement shall stand amended to mean the individuals listed out in Annexure A, Annexure B and Annexure C of this Amendment Agreement, respectively.
- (k) Pursuant to the aforementioned amendments, the letter of indemnity dated December 16, 2023 issued by the Registrar in favour of the BRLMs (“**Letter of Indemnity**”), shall also stand modified to the extent of such amendments applicable to the Letter of Indemnity. Accordingly, the Letter of Indemnity shall be read in conjunction with this Amendment Agreement and continues to be binding and enforceable among the parties thereto.

3. MISCELLANEOUS

- (a) Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes a valid and legally binding instrument, enforceable against it in accordance with its terms.
- (b) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement, with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties hereof and be enforceable between the Parties hereof, for the term and duration contemplated therein, in accordance with the terms thereof.
- (c) No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- (d) Unless the context otherwise requires, any reference to the Registrar Agreement including references to the Letter of Indemnity shall be construed to mean the Registrar Agreement as amended by this Amendment Agreement, and this Amendment Agreement shall constitute an integral part of the Registrar Agreement and the Letter of Indemnity and shall be read in conjunction with the Registrar Agreement and the Letter of Indemnity and shall constitute the entire understanding among the Parties. All references to the Registrar Agreement in any other document, agreement and/ or communication among the Parties and/ or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement.
- (e) 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 the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement. Clauses 43, 44 and 52 of the Registrar Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- (f) This Amendment Agreement may be executed in separate counterparts including counterparts transmitted electronically, each of which when so executed and delivered shall be deemed to be an

original, but all such counterparts shall constitute one and the same instrument. Each Party agrees that this Amendment Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with applicable law), which shall have the same force and effect as the delivery of an originally executed signature page.

- (g) If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

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

For and on behalf of EMCURE PHARMACEUTICALS LIMITED



Authorized Signatory

Name: Chetan Rajendra Sharma

Designation: Company Secretary and Compliance Officer

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

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

For and on behalf of LINK INTIME INDIA PRIVATE LIMITED

The image shows a handwritten signature in blue ink on the left, which appears to be 'Dnyanesh Gharote'. To the right of the signature is a circular purple stamp. The stamp contains the text 'LINK INTIME INDIA PRIVATE LIMITED' around the perimeter and 'MUMBAI' in the center, with a small star symbol below the name.

Authorized Signatory


Name: Dnyanesh Gharote

Designation: Deputy Head – Primary Market

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO REGISTRAR AGREEMENT DATED DECEMBER 16, 2023 ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

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

For and on behalf of BC INVESTMENTS IV LIMITED



Authorized Signatory
Name: Numesh Nunkoo
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

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

For and on behalf of the Individual Selling Shareholder



Name: Mohit Kumar Dhand

Signed on behalf of the Individual Selling Shareholder by Mohit Kumar Dhand as the power of attorney holder for the Individual Selling Shareholder.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

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

For and on behalf of the Promoter Selling Shareholders, the Promoter Group Selling Shareholders and the Other Selling Shareholders



Name: Chetan Rajendra Sharma

Signed on behalf of each of the Promoter Selling Shareholders, the Promoter Group Selling Shareholders and the Other Selling Shareholders by Chetan Rajendra Sharma as the power of attorney holder for each of the Promoter Selling Shareholders, the Promoter Group Selling Shareholders and the Other Selling Shareholders.

ANNEXURE A

CONSENT FOR OFFER FOR SALE FROM PROMOTER SELLING SHAREHOLDERS

S. No.	Name of the Promoter Selling Shareholder	Date of Consent Letter	Number of Equity Shares offered
1.	Satish Ramanlal Mehta	June 18, 2024	Up to 420,000 Equity Shares
2.	Sunil Rajnikant Mehta (jointly with Kamini Sunil Mehta and Rutav Sunil Mehta)	December 15, 2023	Up to 40,000 Equity Shares
3.	Namita Vikas Thapar	June 18, 2024	Up to 1,268,600 Equity Shares
4.	Samit Satish Mehta	June 18, 2024	Up to 10,000 Equity Shares

ANNEXURE B

**CONSENT FOR OFFER FOR SALE FROM PROMOTER GROUP SELLING
SHAREHOLDERS**

S. No.	Name of the Promoter Group Selling Shareholder	Date of Consent Letter	Number of Equity Shares offered
1.	Bhavana Satish Mehta	June 18, 2024	Up to 340,000 Equity Shares
2.	Bhavana Satish Mehta (jointly with Satish Ramanlal Mehta)	December 15, 2023	Up to 131,400 Equity Shares
3.	Kamini Sunil Mehta	December 15, 2023	Up to 125,000 Equity Shares
4.	Pushpa Rajnikant Mehta	June 18, 2024	Up to 450,000 Equity Shares
5.	Rutav Sunil Mehta	December 15, 2023	Up to 110,000 Equity Shares
6.	Sanjay Rajanikant Mehta (jointly with Sonali Mehta and Manan Mehta)	December 15, 2023	Up to 40,000 Equity Shares
7.	Shaila Sharad Gurjar	December 15, 2023	Up to 51,686 Equity Shares
8.	Swati Hetalkumar Shah (jointly with Hetal Rasiklal Shah)	December 15, 2023	Up to 64,500 Equity Shares
9.	Vikas Madan Thapar	December 15, 2023	Up to 30,000 Equity Shares

ANNEXURE C

CONSENT FOR OFFER FOR SALE FROM OTHER SELLING SHAREHOLDERS

S. No.	Name of the Other Selling Shareholder	Date of Consent Letter	Number of Equity Shares offered
1.	Berjis Minoo Desai	December 15, 2023	Up to 144,642 Equity Shares
2.	Devbalaji U (jointly with Himabindhu D)	December 15, 2023	Up to 17,356 Equity Shares
3.	Hitesh Sohanlal Jain	December 15, 2023	Up to 13,000 Equity Shares
4.	Jini Dhanrajgir	June 18, 2024	Up to 92,570 Equity Shares
5.	Manan Sanjay Mehta	December 15, 2023	Up to 110,000 Equity Shares
6.	Prakash Kumar Guha	December 15, 2023	Up to 100,000 Equity Shares
7.	Shreekant Krushnaji Bapat (jointly with Alaka Bapat)	December 15, 2023	Up to 75,000 Equity Shares
8.	Shriram Balasubramanian	December 15, 2023	Up to 25,000 Equity Shares
9.	Sonali Sanjay Mehta	December 15, 2023	Up to 125,000 Equity Shares
10.	Usha Jashvantlal Shah	December 15, 2023	Up to 25,000 Equity Shares
11.	Jashvantlal Chandulal Shah	December 15, 2023	Up to 20,000 Equity Shares
12.	Smita Dilip Shah	December 15, 2023	Up to 66,000 Equity Shares