भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

सत्यमेव जयते

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 3 JUL 2026 EW 486783

जिल्हा कोषागार कार्यालय ठाणे

29 JUN 2026

प्रमुख लिपीक / लिपीक

जिल्हा कोषागार कार्यालय

This Stamp Paper forms an integral part of the "Share Swap Agreement" executed between Victoria Hospital Limited (Uganda), Bhaskerkumar Prabhudas Khimji Kotecha, Chirag Jagdish Kotecha and Unihealth Hospitals Limited (India) on July 03, 2026

UNIHEALTH HOSPITALS LIMITED MUMBAI

जोड पत्र-२ / Annexure-II

- 3 JUL 2026

मुद्रांक विक्री नोंद वही अनु.क्रमांक 65357 दिनांक

दस्ताचा प्रकार .... दस्त नोंदणी करणार आहेत का होय/नाही

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव ....

मिळकतीचे वर्णन ....

मोबदला रक्कम ....

मुद्रांक विकत घेणाऱ्याचे नाव .... UNIHEALTH HOSPITALS LIMITED, H-13 & H-14, Everest, 9th Floor, 156, Tardeo Road, MUMBAI-400 034.

दुसऱ्या पक्षकाराचे नाव .... Bhaskar Kotecha

हस्ते असल्यास त्यांचे नाव व पत्ता .... Ashok.

मुद्रांक शुल्क रक्कम .... मुद्रांक वि[illegible] सही ....

मुद्रांक विक्रीचे ठिकाण / पत्ता:- अंकुर [illegible], दुकान नं ६, जनता मार्केट, सेक्टर-३, नेरुळ, नवी मुंबई-४००७०६, मो.क्र.९८२१९९८२७१

मुद्रांक विक्रेत्याची सही वपरवाना

क्र.५३/९९ नविन परवाना क्रं.१२०१०४४ श्री. मधुकर मारुती कानडे

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्याचा आत वापरणे बंधनकारक आहे

SHARE SWAP AGREEMENT

THIS **SHARE SWAP AGREEMENT** is made on **July 03, 2026**, at Mumbai.

BETWEEN

VICTORIA HOSPITAL LIMITED, a company incorporated under the provision of the Companies Act, and having its registered office at Plot 1495, Kira Road, Bukoto, Kampala, Uganda (hereinafter referred to the "Company" and/or "VHL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

THE PERSONS LISTED IN PART-A OF SCHEDULE-I, (hereinafter referred to as "Sellers", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, executors, successors and permitted assigns) of the **SECOND PART**;

AND

UNIHEALTH HOSPITALS LIMITED, a company incorporated under the provision of the Companies Act, 2013 and having its registered office at H-13/14 Everest, 156 Tardeo Road, Mumbai 400034, Maharashtra, India, and represented by its Managing Director, Dr. Akshay Mahendra Parmar (hereinafter referred to as the "Purchaser / Issuer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **THIRD PART**.

The Company, Sellers and the Purchaser are hereinafter referred to collectively as "Parties" and individually as a "Party".

WHEREAS:

A. The Company is engaged in the business of providing comprehensive multi-specialty tertiary care healthcare services in Kampala, Uganda. The present issued, subscribed and paid-up equity share capital of the Company is 51,300,000,000/- (Uganda Shillings Fifty-One Billion and Three Hundred Million Only) comprising of 513,000 (Five Hundred and Thirteen Thousand Only) Shares, each having a face value of UGX 100,000/- (Uganda Shillings One Hundred Thousand Only) each.

B. The Purchaser is carrying on the business of providing comprehensive multi-specialty tertiary care healthcare services in India and across multiple countries in Africa (the "Business") and its shares are listed on the Emerge Platform of the National Stock Exchange (NSE-Emerge).

C. The Sellers are collectively the holders of 256,500 (Two Hundred Fifty-Six Thousand and Five Hundred Only) ordinary shares of the Company, each having a face value of UGX 100,000/- (Uganda Shillings One Hundred Thousand Only) and have agreed to collectively sell 255,544 (Two Hundred Fifty-Five Five Hundred and Forty-Four Only) ordinary shares of the Company, each having a face value of UGX 100,000/- (Uganda Shillings One Hundred Thousand Only) (hereinafter also referred to as the "Sale Shares") in Victoria Hospital Limited ("Company") as described in Part-B of Schedule-I.

D. The Sellers have agreed to sell the Sale Shares set out opposite the name of each of those Sellers in Part-B of the Schedule-I to the Purchaser and the Purchaser has agreed to purchase the Sale Shares from each of the Sellers, the purchase consideration being the allotment to each of the Sellers of that number of shares, in the Purchaser, as are set out in Part C of Schedule-I opposite the name of each of the Sellers (the "Consideration Shares"), all of the Consideration Shares to be allotted to the Sellers as fully paid up shares in the capital of the Purchaser.

E. The parties agree that the transactions will be carried out on Completion and are subject to the terms set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. SALE AND PURCHASE OF THE SALE SHARES

a. Each of the Sellers hereby sells all his or its right, title and interest, both at law and in equity in the Sale Shares held by each, in the Company to the Purchaser free of all mortgages, charges, liens and any other encumbrances of whatsoever kind or nature so that the Purchaser shall be entitled to become the absolute owner of the Sale Shares free of all such encumbrances and other interests both at law and in equity.

b. The Sellers jointly and each separately covenant with the Purchaser that they shall each do all things and execute all documents as may be reasonably required by the Purchaser to give full and further effect to or more properly convey, transfer or assign title of the Sale Shares to the Purchaser as required under clause 1(a) and as per applicable laws.

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2. TRANSACTION STRUCTURE AND REGULATORY COMPLIANCE

The Parties acknowledge that the issuance and allotment of equity shares of Unihealth Hospitals Limited ("Purchaser" to the Sellers constitutes issuance of equity shares for consideration other than cash and shall be undertaken in accordance with Section 62(1)(c) of the Companies Act, 2013, applicable rules, SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and applicable Stock Exchange requirements. The allotment shall be subject to completion of all applicable Foreign Exchange Management Act (FEMA), Overseas and Foreign Direct Investment Rules and Regulations, relevant and required approvals from the Reserve Bank of India (RBI), corporate, securities and all and any other applicable regulatory approvals.

3. CONDITIONS PRECEDENT

Completion shall be subject to satisfaction of the following conditions precedent:

a. Approval of the Board and Shareholders of Unihealth Hospitals Limited ("Purchaser")

b. Approval by way of Special Resolution under Section 23, 42, 62 and all other applicable provisions of the Companies Act, 2013.

c. Compliance with Chapter V of SEBI ICDR Regulations.

d. Receipt of the National Stock Exchange of India Limited (NSE) In-Principle Approval.

e. Completion of Valuation Requirements.

f. Completion of FEMA and RBI ODI related compliances

g. Receipt of all approvals required under Ugandan laws for transfer of the Sale Shares in Victoria Hospital Limited ("Company").

4. WARRANTIES AND REPRESENTATIONS MADE BY THE SELLERS

a. Each of the Sellers separately warrants and represents to the Purchaser that in respect of the Sale Shares held by him or it:

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i. The Company has a valid incorporation in line with the applicable rules, regulations and guidelines of the Companies Act applicable to such companies in the Republic of Uganda.

ii. The Sale Shares have been legally issued to the Sellers, in accordance with the applicable rules, regulations and guidelines of the Companies Act applicable to the Company in the Republic of Uganda and in accordance with the Memorandum and Articles of Association of the Company.

iii. Sale Shares will be transferred to the Purchaser free of all mortgages and charges or other encumbrances, whatsoever, kind or nature and to the extent to which any such mortgages, charges or encumbrances exist then that Seller shall do all things in order to obtain a full and complete discharge and release of that mortgage, charge or other encumbrance and provide the same to the Purchaser simultaneously with the execution of this Agreement.

iv. No person other than the Seller has any interest or right in respect of the Sale Shares held by that Seller and that Seller does not hold those Sale Shares on trust for any person.

v. All of the Sale Shares are fully paid ordinary shares in the capital of the Company.

vi. There is no breach by the Company of the Ugandan Companies Act.

vii. All statutory compliances and filings, as applicable to the Company, are complete.

viii. The Company possesses all licences, approvals, registrations and healthcare permits required to operate its hospital business in Uganda and there are no pending regulatory proceedings.

ix. Except as contained in the MOA and AOA, there is no restriction or limitation on the Seller's power to sell the Sale Shares to the Purchaser on the terms contained in this Agreement.

x. If applicable, all consents and procedures under any shareholders' agreement relating to the transfer of the Sale Shares have, in the case of consents, been obtained and in the case of procedures, been followed or waived so as to enable the Seller to enter into this Agreement and sell the Sale Shares as provided in this Agreement.

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xi. If applicable, all consents and procedures under the Company's MOA and AOA relating to the transfer of the Sale Shares have, in the case of consents, been obtained and in the case of procedures, been followed or waived so as to enable the Seller to enter into this Agreement and sell the Sale Shares as provided in this Agreement.

b. The Sellers jointly and separately covenant, represent and warrant to the Purchaser that:

i. The Company has not granted any option to any person to acquire any of the shares in the Company.

ii. Apart from the Sale Shares, there is one shareholder, namely Unihealth Hospitals Limited (earlier known as Unihealth Consultancy Limited, and prior to that as Unihealth Consultancy Private Limited), holding 256,500 (Two Hundred Fifty-Six Thousand and Five Hundred Only) ordinary shares of the Company.

iii. All consents have been obtained, all approvals given, all waivers obtained and all procedures followed as may be necessary either under the constitution of the Company or under any Shareholders' Agreement to enable the transfer of all of the Sale Shares to the Purchaser so as to exclude all rights or interests of other parties.

iv. A true copy of the MOA and AOA of the Company is attached to this Agreement and has been initialled by the Parties for the purposes of identification only and contains all amendments (if any) that have been made thereon.

v. There are no claims against the Company by any of its customers, clients, suppliers, employees or other persons that have not been fully disclosed in writing by the Sellers to the Purchaser except as disclosed at the time of execution of this Agreement.

vi. The Company has not in the conduct of any business or other activity breached any Legislation, Standards of Practice, Codes of Conduct, Rules, Licenses or Permits which in any way apply to the Company, its activities or business.

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vii. All of the assets shown in the Company's Asset Register are owned by the Company.

viii. The entering into this Agreement or the sale of the Sale Shares is not an event entitling any person who is a party to any agreement with the Company to terminate that agreement.

ix. The Company is solvent and able to pay its debts as and when they fall due and there are no outstanding judgments or current litigation in which the Company is involved that has not been fully disclosed in writing by the Sellers to the Purchaser.

x. Except as disclosed in writing to the Purchaser, the Company is not in dispute with any of its customers or suppliers.

xi. The business of the Company has at all times been conducted in the ordinary and usual course: all licences, permits, consents, leases and approvals necessary for the Company to carry on the business are in good standing and current.

xii. There are no monies owed by the Company to any of the Sellers that has not been disclosed in writing to the Purchaser.

xiii. There are no monies owed to the Company by any of the Sellers that has not been disclosed in writing to the Purchaser.

xiv. There is no fact or circumstance which if disclosed in writing to the Purchaser would cause the Purchaser not to enter into this Agreement or to enter into this Agreement on terms different to the current terms and less favourable to the Sellers.

c. The Sellers confirm that the consideration received by way of equity shares of Unihealth Hospitals Limited ("Purchaser") represents fair market value consideration for transfer of shares of Victoria Hospital Limited ("Company") and the transaction is not structured for avoidance of applicable foreign exchange laws.

d. Each Seller covenants, represents and warrants to the Purchaser that he or it is not insolvent, is not bankrupt, has not entered into any scheme or arrangement with his or its creditors under the relevant Act.

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e. The Sellers warrant and represent to the Purchaser that all of the accounts of the Company have been properly prepared so as to show a true and fair view of the financial affairs of the Company as at the date of those accounts.

f. The Sellers warrant and represent to the Purchaser that all taxes (including all penalties and interest) of whatsoever kind or nature which have been assessed in respect of the Company have been paid, that all returns in respect of tax have been lodged with the appropriate State or Federal Tax Authority, the Company is not subject to any tax audit or investigation and there are no proceedings in any court relating to any disputed tax liability of the Company. The Sellers warrant and represent to the Purchaser that with respect of all employees whether past or present of the Company:

   i. all statutory superannuation has been paid when due;

   ii. all their salary, wages, benefits and leave entitlements are fully set out in the Employees' Register maintained by the Company;

   iii. there are no disputes or claims current at the date hereof nor any existing circumstances known to the Sellers which might give rise to any dispute or claim by any such employee;

   iv. there are no amounts on whatsoever account owed by the Company to any employee that have not been fully disclosed in writing to the Purchaser.

5. ALLOTMENT OF THE CONSIDERATION SHARES BY THE PURCHASER

a. The purchase price for the sale of the Shares by the Sellers to the Purchaser shall be the allotment by the Purchaser of the Consideration Shares to the Sellers on Completion. The Consideration Shares shall be allotted as fully paid-up equity shares in the capital of the Purchaser.

b. The Parties acknowledge that the issuance and allotment of the Consideration Shares by the Purchaser ("Unihealth Hospitals Limited") shall constitute a preferential allotment of equity shares for consideration other than cash under Chapter V of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and shall be undertaken only after compliance with applicable provisions thereof, including valuation, pricing, disclosures, shareholder approval, lock-in, in-principle approval, filing requirements, listing approvals and any other approvals, as and where applicable.

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c. The Value per Ordinary Share of Victoria Hospital Limited ("Company") as per the Valuation Report dated 03.07.2026, as received from the Registered Valuer, Bhavesh M. Rathod, is UGX 102,000/- (Uganda Shillings One Hundred and Two Thousand Only), equalling Rs. 2,545.10 (Indian Rupees Two Thousand Five Hundred Forty-Five and Paise Ten Only), as per the considered Rate of Exchange in the Valuation Report being Rs. 0.024952 for UGX 1.

d. The Floor Price of the Unihealth Hospitals Limited ("Purchaser") shall be determined in accordance with Regulation 164 of SEBI ICDR Regulations based on the Relevant Date applicable for Preferential Allotment. The Relevant Date applicable for the Preferential Allotment, as considered by the Registered Valuer in accordance with the provisions of SEBI ICDR Regulations is June 25, 2026. The Floor Price of Unihealth Hospitals Limited ("Purchaser") determined as per the Valuation Report dated 03.07.2026, as received from the Registered Valuer, Bhavesh M. Rathod, is Rs. 520.31 (Indian Rupees Five Hundred Twenty and Paise Thirty-One Only) per equity share of the Purchaser.

e. The Issue Price for the Preferential Allotment shall not be less than the Floor Price determined under Regulation 164 of SEBI ICDR Regulations and as mentioned in the Valuation Report dated 03.07.2026, as received from the Registered Valuer.

f. The valuation of Victoria Hospital Limited ("Company") shall be supported by a Valuation Report issued by a Category-I Merchant Banker registered with SEBI, as applicable under ODI Regulations.

g. In line with all the applicable regulations, the Board of Directors of Unihealth Hospitals Limited ("Purchaser") have agreed and approved to set the Issue Price for the Preferential Allotment of the Consideration Shares at Rs. 520.31 (Indian Rupees Five Hundred Twenty and Paise Thirty-One Only) per equity share, each having a Face Value of Rs. 10/- (Indian Rupees Ten Only) and a Premium of Rs. 510.31 (Indian Rupees Five Hundred Ten and Paise Thirty-One Only).

h. Considering the above Issue Price for the Preferential Allotment of the Consideration Shares of the Purchaser and the Valuation of the Sale Shares of the Company, the Swap Ratio is worked out to 4.89152 equity shares of Unihealth Hospitals Limited ("Purchaser") for 1 ordinary share of Victoria Hospital Limited ("Company") i.e., for every 1 ordinary share in Victoria Hospital Limited ("Company"), the transferor will get 4.89152 shares of Unihealth Hospitals Limited ("Purchaser").

i. Each of the Sellers shall take by way of subscription, the number of Consideration Shares opposite his or its name in Part C of the Schedule-I and those

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Consideration Shares shall be the full consideration for the sale and transfer of that Seller's Sale Shares.

j. The Consideration Shares shall be allotted to the Sellers free of all encumbrances, charges, liens or mortgages whatsoever so that each of the Sellers, upon registration in the Register of Members of the Purchaser shall become the registered owner of those Consideration Shares. However, the Consideration Shares shall be subject to lock-in requirements prescribed under Regulation 167 of SEBI ICDR Regulations, including any amendments thereto.

k. The Purchaser warrants and represents to each of the Sellers that all consents have been obtained, all approvals given, all waivers obtained and all procedures followed as may be necessary either under the MOA and AOA of the Purchaser or as per any and all applicable statutory rules, regulations and guidelines, to enable the allotment of all of the Consideration Shares to the Sellers.

l. The Purchaser must do all things, sign all documents, hold all meetings including Board Meetings and where applicable, Shareholders' Meetings and pass all Resolutions where applicable, Board Resolutions and/or Shareholders' Resolutions in order to ensure that the allotment of the Consideration Shares is effectively carried out and that all requirements in respect of that allotment are met.

m. The Allotment of Consideration Shares shall be subject to:

   i. Approval of the Board of Directors of the Purchaser ("Unihealth Hospitals Limited").

   ii. Approval of the Shareholders by way of Special Resolution under Section 62(1)(c) of the Companies Act, 2013 read with applicable rules.

   iii. Compliance with Chapter V of SEBI ICDR Regulations.

   iv. Receipt of In-Principle Approval from the National Stock Exchange of India Limited.

   v. Filing of requisite forms with the Registrar of Companies.

   vi. Completion of valuation requirements prescribed under SEBI ICDR Regulations.

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6. FEMA and RBI OVERSEAS INVESTMENT COMPLIANCE

a. The Parties acknowledge that acquisition of the Sale Shares of the Company by the Purchaser under the terms of this Agreement from the Sellers constitutes an overseas investment transaction.

b. The transaction shall comply with FEMA, Foreign Exchange Management (Overseas Investment) Rules, 2022, Foreign Exchange Management (Overseas Investment) Regulations, 2022 and applicable RBI directions.

c. The Allotment of Consideration Shares to the Non-Resident Sellers shall be subject to compliance with FEMA (Non-Debt Instruments) Rules, 2019 including sectoral caps, pricing guidelines, reporting requirements and applicable filings with the Reserve Bank of India.

d. The Purchaser and the Sellers shall undertake all applicable RBI filings, reporting and disclosures including Form FC and Annual Performance Report requirements, wherever applicable.

7. PURCHASER'S WARRANTIES, COVENANTS AND REPRESENTATIONS

a. The Purchaser covenants, warrants, and represents to the Sellers and to each of them that:

   i. The Purchaser has full power through its Board to allot the Consideration Shares to the Sellers and such allotment shall not constitute the breach of any Agreement with any other person, company or entity or trigger any right or entitlement in any person, company or entity to make any claim or exercise any right or impose any obligation on the Purchaser.

   ii. The Purchaser is solvent. There are no outstanding judgments against the Purchaser as at the date hereof except as those disclosed to the Sellers.

   iii. There is no Shareholders' Agreement between the shareholders of the Purchaser whereby any shareholder has a pre-emptive right to require the Consideration Shares to be first offered to him or it before they are allotted to the Sellers or if such rights do exist, they have been waived so as to permit the Purchaser to allot the Consideration Shares.

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iv. All agreements that the Purchaser has entered into and which are current are in good standing and the Purchaser is not in breach of any of those agreements.

v. The Purchaser is not engaged in any litigation, and the Purchaser is not aware of any claim that could be made against it by any person. in particular by any customer of or supplier to the Purchaser, nor is the Purchaser aware of any circumstance which might give rise to any such claim or to any dispute with any customer or supplier except those disclosed to the Sellers.

vi. The Purchaser has, in all its activities and in the course of carrying on its business, complied with all Legislation, Codes of Practice, Standards, Permits and Authorities and holds all necessary Licenses and Approvals that may be necessary in order for it to efficiently, properly and lawfully carry on its business.

vii. There are no amounts owed by any of the shareholders of the Purchaser to the Purchaser and nor are there any amounts owed by the Purchaser to any of its shareholders that have not been disclosed in writing by the Purchaser to the Sellers.

viii. There is no fact or circumstance known to the Purchaser which if known to the Sellers would cause the Sellers either not to enter into this agreement or to enter into this agreement on terms different to the terms of this agreement and less favourable to the Purchaser

ix. There are no disputes or claims current at the date hereof nor any existing instances known to the Purchaser which might give rise to any dispute or claim by any such employee.

x. There are no amounts on whatsoever account owed by the Company to any employee that have not been fully disclosed in writing to the Purchaser.

b. The Board of Directors of the Purchaser in resolving to enter into this Agreement has complied with all manner and form requirements necessary in order for those Directors and the Board to allot the Consideration Shares to the Sellers and to each of them.

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c. The Purchaser warrants and represents to the Sellers that all of the accounts of the Purchaser have been properly prepared so as to show a true and fair view of the financial affairs of the Purchaser as at the date of those accounts.

d. The Purchaser warrants and represents to the Sellers that all taxes (including all penalties and interest) of whatsoever kind or nature which have been assessed in respect of the Purchaser have been paid, that all returns in respect of tax have been lodged with the appropriate State or Federal tax authority, the Purchaser is not subject to any tax audit or investigation and there are no proceedings in any court relating to any disputed tax liability of the Purchaser except those disclosed to the Sellers.

8. COMPLETION

a. Completion Date shall mean the date on which all Conditions Precedent have been satisfied or waived. On Completion, all of the transactions contemplated by this Agreement shall be carried out to the fullest extent possible and all parties shall do all things and sign all documents as may be necessary to facilitate the carrying out of those transactions.

b. On Completion the Sellers shall:

   i. Execute a share transfer in proper form as transferor transferring to the Purchaser the whole of the Sale Shares held by that Seller in the Company and deliver that share transfer together with the Share Certificate for those Sale Shares to the Purchaser to enable the Purchaser to lodge the same for registration (subject to the payment of any stamp duty) with the Company and deliver the same to the Purchaser.

   ii. Execute an application for allotment of the Consideration Shares to be allotted to him or it as the consideration for the transfer of the Sale Shares held by that Seller and deliver the same to the Purchaser.

   iii. Cause the Directors of the Company to hold a Board Meeting at which all of the signed transfers of the Sale Shares shall be approved subject to the payment of duty and their lodgement for registration.

   iv. To the extent to which any of the Sellers have any of the assets of the Company in their possession, return all such assets to the Company.

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c. On Completion, the Purchaser shall:

   i. Do all things to have the share transfers for the Sale Shares stamped and must pay all stamp duty on those transfers. Where this cannot be done on or before Completion, then Completion must still occur and the Purchaser covenants that it will promptly attend to the payment of duty on the share transfers and their lodgement for registration with the Company.

   ii. By Board and/or Committee Resolution allot the Consideration Shares to each of the Sellers.

9. RIGHT OF THE PURCHASER

a. The Purchaser have right to appoint and/or remove all Directors on the Board of Directors of the Company.

b. No decision shall be taken by the Directors of the Company at a Board Meeting in respect of any of the Reserved Matters set out in the Schedule-II, unless the consent of the Purchaser is obtained for it to be validly passed or taken.

10. WAIVER

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by the Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any prior, concurrent or subsequent breach of that or any other provision hereof, and waiver by a Party in exercising any rights available to it under this Agreement shall not preclude such Party from exercising such rights at a later stage (unless expressly or impliedly prohibited by this Agreement). The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Applicable Laws. Any waiver, and any consent by any of the Parties under any provision of this Agreement, must be in writing and may be given subject to any conditions thought fit by the person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

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11. FURTHER ACTIONS

Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by Applicable Law or as may be necessary, required or advisable, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) as the other Party may reasonably require to effectively carry on the full intent and meaning of this Agreement and to complete the Transaction contemplated hereunder.

12. INDEMNITY

a. The Sellers jointly and severally indemnify and hold harmless the Purchaser against all losses, damages, liabilities, penalties, claims, costs and expenses arising from Breach of Representations and Warranties related to the ownership of the Sale Shares and/or any personal tax liabilities of the Sellers, unrelated to this Transaction.

13. VARIATIONS

Any amendment or variation of this Agreement must be by way of Supplementary Agreement and signed by all Parties.

14. WHOLE AGREEMENT

This Agreement represents the whole agreement between the Parties and no prior representations, understandings, arrangements or undertakings not expressly set out in this Agreement shall have any effect on the construction of the terms of this Agreement or be implied into this Agreement and each Party expressly acknowledges to the other Party that they have not relied on any such prior representations, understandings, arrangements or undertakings in deciding to enter into this Agreement on the terms herein contained.

To the extent to which any term could be implied as a term of this Agreement by statute or to give business efficacy to any of the express terms of this Agreement or any of the Agreements covered by this Agreement, then the Parties hereby expressly and to the fullest extent permitted by statute exclude all such terms.

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15. GOVERNING LAW

a. This Agreement shall be governed by Indian law. Matters relating to transfer and registration of shares of Victoria Hospital Limited shall additionally comply with applicable Ugandan laws.

b. Subject to the provisions of Clause 16 of this Agreement, the Courts in Mumbai, India shall have exclusive jurisdiction in relation to interim relief, enforcement of arbitration award and for all matters and disputes not capable of or resolvable by arbitration.

16. DISPUTE RESOLUTION

a. The Parties agree to use all reasonable efforts to resolve any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement, including any question regarding its existence, validity or termination ("Dispute"), expediently and amicably to achieve timely and full performance of the terms of this Agreement.

b. Any Party which claims that a Dispute has arisen must give notice thereof to the other Party as soon as practicable after the occurrence of the event, matter or thing which is the subject of such Dispute and in such notice such Party shall provide particulars of the circumstances and nature of such Dispute and of its claim(s) in relation thereto ("Dispute Notice").

c. If within 15 (Fifteen) days from the date of the Dispute Notice, the Parties have failed to reach an amicable settlement on any Dispute, then such Dispute shall be referred to and finally resolved by arbitration in accordance with this Clause 12 of this Agreement.

d. In case of a Dispute, the Seller and Purchaser shall appoint 1 (One) arbitrator each and the 2 (Two) Arbitrators so appointed shall appoint a 3rd (Third) Arbitrator, which 3rd (Third) Arbitrator shall be the presiding Arbitrator.

e. The Arbitration proceedings shall be conducted in accordance with the rules of Arbitration and Conciliation Act, 1996 ("Arbitration Act") of India, or any enactment, modification or re-enactment in force at the relevant time.

f. The seat of Arbitration shall be Mumbai. The venue of arbitration shall be Mumbai.

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g. The Arbitration proceedings shall be conducted in English language.

h. The award of the Arbitral Tribunal shall be final and binding on the Parties hereto.

i. The costs and expenses of the Arbitration, including the fees of the Arbitration and the Arbitrator / Tribunal, shall (subject to any orders which may be applied for, and passed by the Arbitrator / Tribunal in this regard) be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its Counsel.

j. When any Dispute occurs and is under Arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective duties and obligations, under this Agreement.

k. The Arbitration proceedings and all matters pertaining to the Arbitration and all documents and submissions made therein pursuant to Clause 11 (Governing Law) shall be strictly confidential and subject to the provisions of Clause of Confidentiality.

17. CONFIDENTIALITY AND NON-DISCLOSURE

a. Each Party (including their Affiliates, directors, officers, managers, members, partners, contributors, nominees, representatives, agents, employees as the case maybe) shall keep all information relating to the other Party, information relating to the Transaction contemplated herein (collectively, referred to as the "Information") confidential at all times. Further, the Seller shall not issue any public release or public announcement or otherwise make any disclosure whatsoever, concerning this Agreement and/or the Transaction contemplated herein, without the prior written approval of the Purchaser.

b. Nothing in this Agreement shall restrict any Party from disclosing Information:

   i. to the extent that such Information is in the public domain other than by breach of this Agreement.

   ii. to the extent that such Information is required to be disclosed under any Applicable Laws or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply provided that the other Parties shall be given a reasonable opportunity to review and comment on any such required disclosure (if legally permissible).

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iii. in so far as it is disclosed to the employees, directors or professional advisers (legal, financial or otherwise) of any Party provided that such Party shall procure that such persons treat such Information as confidential, or to the extent required to be disclosed to any upstream stakeholders, limited partners, members, or investors who have an interest in the Purchaser.

iv. to the extent that any of such Information is/are later acquired by a Party from a source not obligated to any other Party hereto, to keep such Information confidential.

v. to the extent that any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto; and/or to the extent that any information, materially similar to the Information, shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto.

c. Notwithstanding anything contained in this Agreement, the Purchaser shall be free to issue any public release or make any public announcement or any other disclosure, concerning the transactions hereunder at its discretion and without any restriction whatsoever.

d. Nothing contained in this Clause shall restrict the Purchaser from disclosing any confidential information only on a "need to know basis" to any of its Affiliates, potential investors, consultants, or a similar body with whatever name called, lenders, general partners and investment council members (as applicable).

e. Each Party shall, upon termination of this Agreement, immediately cease use of, and shall promptly, at the option of such Party, deliver to each other Party or destroy, all confidential Information provided by the respective other Party. Each Party hereby expressly waives and agrees not to assert any right of retention whatsoever with respect to such confidential Information, provided, however, that the Purchaser shall be entitled to retain a copy of the confidential Information in accordance with policies and procedures implemented by the Purchaser in order to comply with Applicable Law, regulation, professional standards or reasonable business practice.

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18. COSTS AND EXPENSES

All costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement, under Applicable Law and the consummation of all transactions contemplated under this Agreement shall be borne by the Purchaser.

The payment of any stamp duty and registration duty thereon, payable in the governing geography of the Company shall be paid for by the Company and that in the governing geography of the Purchaser shall be paid for by the Purchaser.

19. NOTICE

Any notice to be given under this Share Swap Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the other Party at their respective addresses mentioned herein or to such other address as the concerned Party may inform the other Party in writing.

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SIGNATURE PAGE TO THE SHARE SWAP AGREEMENT DATED JULY 03, 2026

Signed and delivered for and on behalf of Unihealth Hospitals Limited ("Purchaser")

UNIHEALTH HOSPITALS LIMITED MUMBAI

Signature
Name: Akshay Mahendra Parmar
Designation: Managing Director | **DIN:** 01533004

Signed and delivered for and on behalf of Victoria Hospital Limited ("Company")

Signature
Name: Anurag Shah
Designation: Managing Director | **Passport No.:** Z7779216

Signed and delivered for and on behalf of Bhaskerkumar Prabhudas Khimji Kotecha ("Seller 1")

Signature
Name: Bhaskerkumar Prabhudas Khimji Kotecha
PAN: OYYPK4944K
Nationality: Kenyan | **Passport No.:** CK07648

Signed and delivered for and on behalf of Chirag Jagdish Kotecha ("Seller 2")

Signature
Name: Chirag Jagdish Kotecha
PAN: PSNPK5448C
Nationality: Kenyan | **Passport No.:** CK163910

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SCHEDULE – I
PART A – SELLERS

S. No.	Name of the Sellers	Address	PAN Details
1.	Bhaskerkumar Prabhudas Khimji Kotecha	Plot No. 28/B Impala Avenue, Kololo, Kampala, Uganda	OYYPK4944K
2.	Chirag Jagdish Kotecha	Plot No. 28/B Impala Avenue, Kololo, Kampala, Uganda	PSNPK5448C

PART B – SALE SHARES

S. No.	Name of the Sellers	No. of Shares of Victoria Hospital Limited Held by the Sellers	No. of Sale Shares of Victoria Hospital Limited Being Sold by the Sellers
1.	Bhaskerkumar Prabhudas Khimji Kotecha	128,250	127,772
2.	Chirag Jagdish Kotecha	128,250	127,772
	TOTAL	**256,500**	**255,544**

PART C – CONSIDERATION SHARES

S. No.	Name of the Sellers	No. of Sale Shares of Victoria Hospital Limited Being Sold by the Sellers	No. of Consideration Shares to be Allotted in Unihealth Hospitals Limited
1.	Bhaskerkumar Prabhudas Khimji Kotecha	127,772	625,000
2.	Chirag Jagdish Kotecha	127,772	625,000
	TOTAL	**255,544**	**1,250,000**

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SCHEDULE-II (RESERVED MATTERS)

1. Any amendment of the Company's Memorandum and/or Articles of Association

2. Any change in the Ownership Structure and/or Transfer of Shares and/or Issuance of Shares or Securities

3. Any Appointment/Re-Appointment and/or Change of the Statutory Auditor, Internal Auditor, Company Secretary, Legal Counsel and/or any other Advisor

4. Approval and/or Amendment of Annual Business Plans, Annual Budgets

5. Acquisition and/or Disposal of Material Assets

6. Commencement of New Businesses

7. Creation of Securities over Assets

8. Borrowing and/or Financing Arrangements and/or Repayment of Secured and/or Unsecured Loans

9. Capital Expenditure exceeding limits approved by the Purchaser

10. Appointment and/or Removal of Senior Management i.e. CEO, COO, CFO, Sale & Marketing Head, Business Promotion Head, and/or any change in the Terms of their Employment and/or Roles and Responsibilities and/or Remuneration payable to them

11. Entry into Material Contracts

12. Declaration of Dividends

13. Amendment of any Statutory and/or Constitutional Documents

14. Merger, Restructuring, Acquisition, Consolidation or Liquidation

15. Related Party Transactions outside ordinary course of Business

16. Establishment of Subsidiaries and/or Branch Operations

17. Transfer of any Intellectual Property used by the Company

18. Change of the Financial Year, Accounting Year and/or Accounting Policies

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