

महाराष्ट्र MAHARASHTRA

2023

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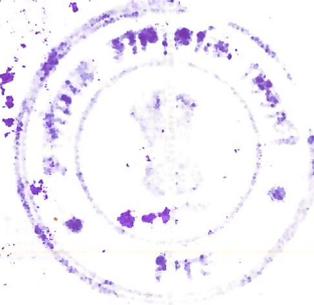
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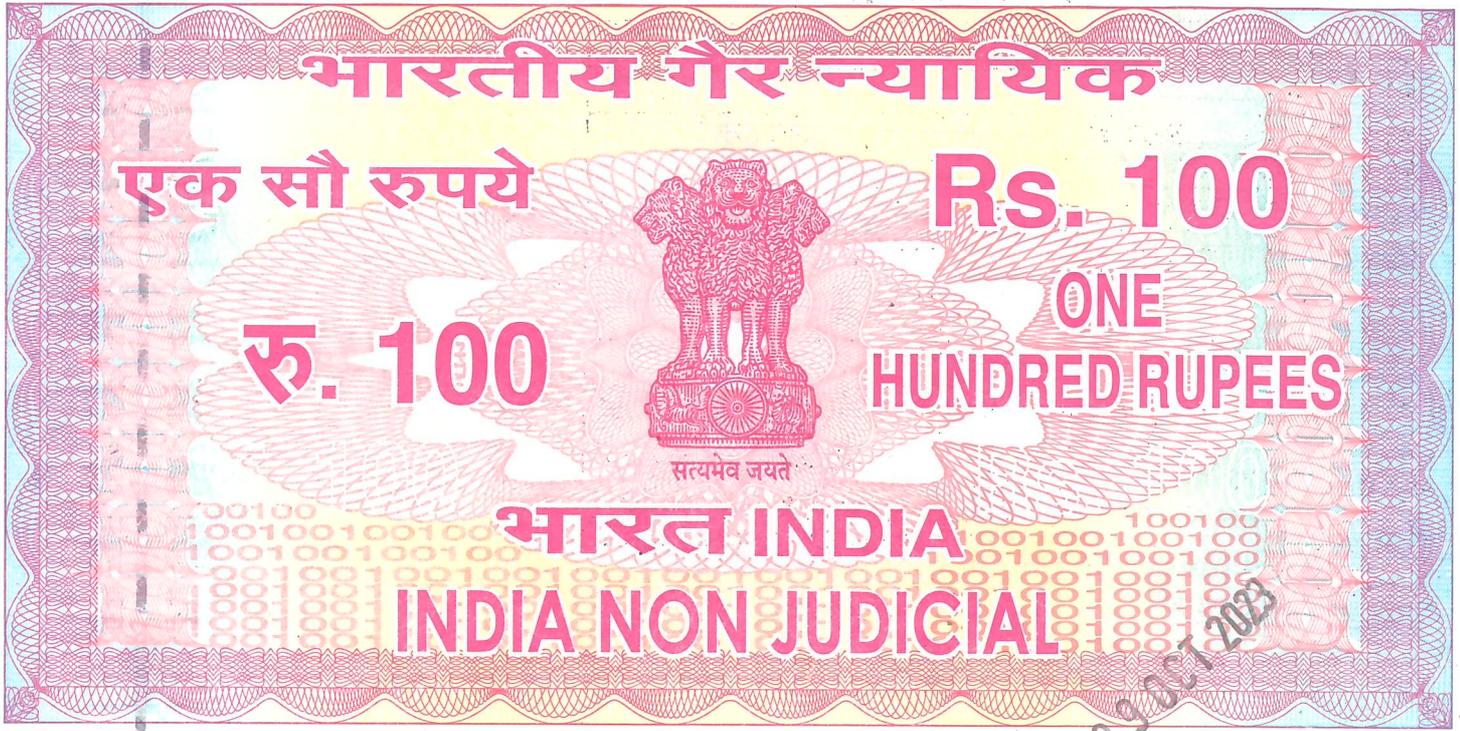
"This stamp paper forms an integral part of the Amendment to the Offer Agreement dated October 10, 2023 entered between Blue Jet Healthcare Limited, Akshay Bansarilal Arora, Shiven Akshay Arora and the Book Running Lead Managers, i.e. Kotak Mahindra Capital Company Limited, J.P. Morgan India Private Limited, and ICICI Securities Limited."

09 OCT 2023

आडपत्र-१ / Annexure - 1

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक	118536
२. दस्तऐवज प्रकार	Agg
३. दस्त नोंदणी करणार आहेत का ?	होय / नाही
४. शिडकरीचे शोधक्यात वर्णन	
५. मुद्रांक विक्रीत शेजारचे नाव येऊ शकते	Blue-Jet Healthcare Limited
६. शेरी शेजारचे शेजरी नाव, पत्ता व सही	Dipale Valsu
७. शेजारचे शेजारचे नाव	
८. मुद्रांक मुद्रांक	
९. परवानग्यात मुद्रांक विक्रीसाठी सही व परवाना सहीत सही मुद्रांक विक्रीचे ठिकाण/पत्ता ई. ६/२९, सक्टर-९, वाशी, नवी मुंबई	सौ. रोहित आर. शिरादार परवाना क्र. १२०१०२४
ज्या कारणासाठी शेरी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात तक्रारी द्याव्यात असे आहे.	





महाराष्ट्र MAHARASHTRA

2023

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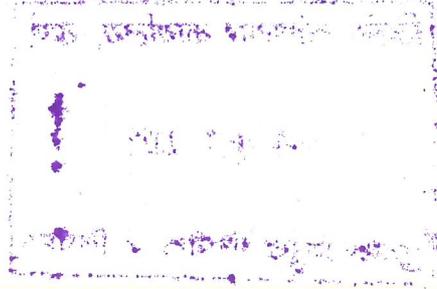
जिल्हा कोबागार कार्यालय, ठाणे
-3 OCT 2023
दफ्तरी लिपीक / लिपीक

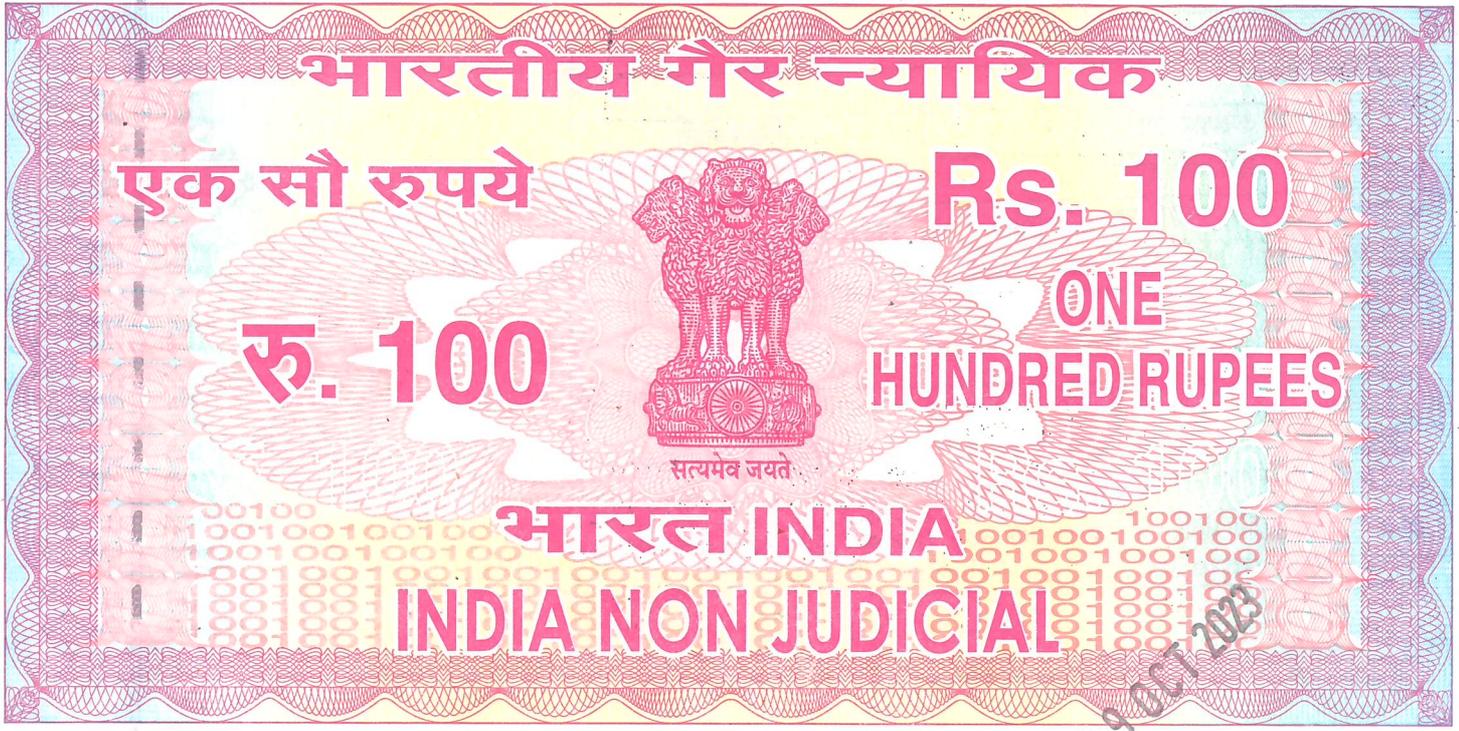
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१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक	115546
२. दस्तावेजा प्रकार	AD
३. दस्त नोंदणी करणार आहेत का ?	होय / नाही
४. विक्रीसाठी थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व राही	Blue Jet Healthcare Limited
६. हस्तांतरणासाठी त्याचे नाव, पत्ता व राही	Dipak
७. दस्तावेजा प्रकाराचे नाव	
८. मुद्रांक मुद्रांक रक्कम	
९. परवानगीसाठी मुद्रांक विक्रीसाठी राही व परवाना क्रमांक मालिका मुद्रांक विक्रीचे ठिकाण/पत्ता	सौ. रोहिणी अ. विरादार परवाना क्र. १२०१०२४
ई. ०१/११, सेक्टर-१, काशी, नवी मुंबई	

ज्या कारणामुळे त्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी मुद्रांक खरेदी केल्यामुळे महिन्यात वापरणे अनुमत्कारक आहे.

09 OCT 2023

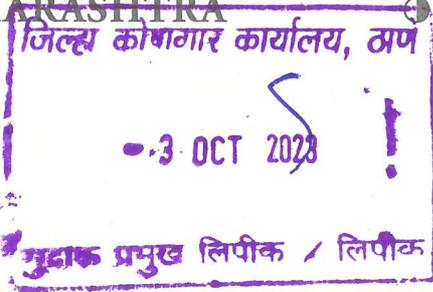




महाराष्ट्र MAHARASHTRA

2023

69AA 221630



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१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक	115547
२. दस्तऐवज प्रकार	
३. वस्तू नोंदणी करणार आहेत का ?	होय / नाही
४. गिःकर्त्याचे थोडक्यात वर्णन	Blue Jet Healthcare Limited
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	Blue Jet Healthcare Limited
६. हजेरी असल्यास त्याचे नाव, पत्ता व सही	
७. मुद्रांच्या पत्रकाराचे नाव	
८. मुद्रांक शुल्क परवाना	
९. या कामासाठी मुद्रांक विक्रीसाठी सही व परवाना हजेरीसह मुद्रांक विक्रीचे ठिकाण/पत्ता ई. ६/१२, सैयदपूर-१, वाशी, नवी मुंबई	सी. रोहिणी आर. बिरादार घरवना क्र. १२०१०२४

09 OCT 2023

उया कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत वापरणे बंधनकारक आहे.

DATED OCTOBER 10, 2023

AMENDMENT TO OFFER AGREEMENT DATED SEPTEMBER 2, 2022

AMONGST

BLUE JET HEALTHCARE LIMITED

AND

THE SELLING SHAREHOLDERS

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

J.P. MORGAN INDIA PRIVATE LIMITED

AND

ICICI SECURITIES LIMITED

INDUSLAW 
Thought Leadership ... Applied

This **AMENDMENT AGREEMENT** is made on this 10th day of October, 2023 ("**Amendment Agreement**"), amongst:

BLUE JET HEALTHCARE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 701, 702 7th Floor, Bhumiraj Costarica, Sector 18, Sanpada, Mumbai 400 705, Maharashtra (hereinafter referred to as the "**Company**"), of the **FIRST PART**;

AND

AKSHAY BANSARILAL ARORA, aged 60 years, residing at Plot No. 126, Lane-J, near Sagar Vihar Sector 8, Navi Mumbai, Vashi, Thane 400 703, Maharashtra, India (hereinafter referred to as "**ABA**"), of the **SECOND PART**;

AND

SHIVEN AKSHAY ARORA, aged 30 years, residing at Plot No. 126, Lane-J, near Sagar Vihar Sector 8, Navi Mumbai, Vashi, Thane 400 703, Maharashtra, India (hereinafter referred to as "**SAA**"), of the **THIRD PART**;

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED, a company incorporated under the laws of India and having its registered office at 1st Floor, 27 BKC, Plot No. C - 27, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**Kotak**") of the **FOURTH PART**;

AND

J.P. MORGAN INDIA PRIVATE LIMITED, a company incorporated under the laws of India and having its registered office at J.P. Morgan Tower, Off. C.S.T. Road Kalina, Santacruz (East) Mumbai 400 098, Maharashtra, India (hereinafter referred to as "**JPM**") of the **FIFTH PART**;

AND

ICICI SECURITIES LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400025, Maharashtra, India (hereinafter referred to as "**ISec**") of the **SIXTH PART**;

In this Amendment Agreement:

- (i) Kotak, JPM and ISec are collectively referred to as the "**Book Running Lead Managers**" or the "**BRLMs**, and individually as the "**Book Running Lead Manager**" or the "**BRLM**";
- (ii) ABA and SAA 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 Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (the "**Equity Shares**"), comprising an offer for sale of up to such number of Equity Shares by the Selling Shareholders as identified in Annexure A (collectively "**Offer for Sale**" or the "**Offer**" and such Equity Shares, the "**Offered Shares**), in accordance with the Companies Act, 2013, as amended, including any rules,

regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined below), at such price as may be determined by the Company in consultation with Lead Managers through the book building process in Schedule XIII (“**Book Building**”) under the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations in offshore transactions as defined in and in reliance on Regulation S under the U.S. Securities Act of 1933 (“**Regulation S**”), as amended (“**U.S. Securities Act**”); (ii) in the United States to persons reasonably believed to be “qualified institutional buyers” as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (“**Rule 144A**”) under Section 4(a) of the U.S. Securities Act; and (iii) outside the United States and India, in offshore transactions in reliance on Regulation S and the applicable laws of the jurisdiction where those offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company in consultation with the Lead Managers, in accordance with the SEBI ICDR Regulations.

- (B) For this purpose, the Company has filed its draft red herring prospectus dated September 2, 2022, through the Book Running Lead Managers to the Offer (the “**BRLMs**”), with SEBI (“**DRHP**”). In furtherance of the proposed Offer, the Parties, had executed the offer agreement dated September 2, 2022 (the “**Offer Agreement**”), whereby the Parties agreed to certain terms and conditions for and in connection with the Offer.
- (C) In terms of Clause 20.1 of the Offer Agreement, the Parties have now agreed to certain amendments to the terms of the Offer Agreement, which amendments are being recorded under this Amendment Agreement.

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

1. DEFINITIONS

- 1.1 In this Amendment Agreement, unless the context otherwise requires, capitalized terms used in this Amendment Agreement that are not specifically defined herein, shall have the meaning assigned to them in the Offer Agreement.

2. AMENDMENTS TO THE OFFER AGREEMENT

- 2.1. Annexure A to the Offer Agreement shall be replaced with the following:

Sr. no.	Name of Selling Shareholder	Number of Equity Shares offered in the Offer for Sale	Date of consent letters
1.	Akshay Bansarilal Arora	Up to 18,366,311	August 23, 2022
2.	Shiven Akshay Arora	Up to 5,918,849	October 9, 2023

The definition of “**Offer for Sale**” and “**Offered Shares**” shall be construed accordingly.

- 2.2. Clause 2 in the recitals of the Offer Agreement shall be replaced with “*The board of directors of the Company (the “**Board**”) has pursuant to resolutions dated August 22, 2022 and October 9, 2023 approved the Offer.*”
- 2.3. Clause 2 of the Offer Agreement shall be replaced with “*the Company has duly obtained approval for the Offer through resolutions of the Board of Directors dated August 22, 2022 and October 9, 2023. The Company is eligible to undertake the Offer in terms of the SEBI ICDR Regulations and all other Applicable Law; and the Company has the corporate power and authority to enter into this Agreement and invite bids for, offer, issue and allot the Equity Shares pursuant to the Offer. Except for such restrictions under the loan documents of the Company Entities for which necessary consents and/or waivers have been obtained, there are no restrictions on the invitation, offer, issue, allotment of any of*”

Equity Shares under Applicable Law or its constitutional documents or in any Agreements and Instruments”

2.4. Clause 13 of the Offer Agreement shall be replaced as follows:

“ARBITRATION

13.1 In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement or the Fee Letter (the “**Dispute**”), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties (“**Disputing Parties**”). In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days after the first occurrence of the Dispute, either of the Disputing Parties may, by notice in writing to the other Disputing Parties, refer the Dispute to arbitration, to be conducted at Mumbai Centre for International Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended (the “Arbitration Act”) and Clause 13.3 below.

13.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Fee Letter.

13.3 The arbitration shall be conducted as follows:

- (i) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“MCIA Rules”);
- (ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
- (iii) The seat and venue of the arbitration will be in Mumbai, India;
- (iv) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 13.1 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within fifteen (15) days of the receipt of the second arbitrator’s confirmation of his/her appointment. In the event the Disputing Parties fail to appoint an arbitrator or the two arbitrators fail to appoint the third arbitrator within thirty (30) days from the date of receipt of request to do so or there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
- (v) the arbitrators shall have the power to award interest on any sums awarded;
- (vi) the arbitration award shall state the reasons on which it was based;
- (vii) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

- (ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
 - (x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement and the Disputing Parties agree that in the event that the arbitration proceedings have not concluded within a period of six months as prescribed under the Arbitration and Conciliation Act, the arbitration proceedings shall automatically be extended for an additional period of six months, as permitted under and in terms of the Arbitration Act, without requiring any further consent of any of the Disputing Parties; and
 - (xi) subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
- 13.4 The Company and Selling Shareholders, severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 (“SEBI ODR Circulars”), they have elected to follow the dispute resolution mechanism described in this Clause 13. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 13.4. “
- 2.5. The Parties reiterate the obligations set out in clause 20.1 of the Offer Agreement.
- 3. MISCELLANEOUS**
- 3.1. Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.
- 3.2. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable among the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.
- 3.3. In the event of conflict between the provisions of the Offer Agreement and the Amendment Agreement in respect of the subject matter hereof, the provisions of the Amendment Agreement shall prevail. In all other instances of conflict between the provisions of this Amendment Agreement and the Offer Agreement, the provisions of the Offer Agreement shall prevail.
- 3.4. No addition, variation, novation or agreed cancellation of any provision of this Amendment Agreement shall be binding upon the Parties unless made in writing and duly executed by or on behalf of the Parties.
- 3.5. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall be read in conjunction with the Offer Agreement and shall constitute the entire understanding between the Parties with respect to the subject matter hereof.

- 3.6. This Amendment Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India, subject to Clause 15 of the Offer Agreement, the courts in Mumbai, India shall have sole and exclusive jurisdiction in all matters arising pursuant to this Amendment Agreement.
- 3.7. This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted electronically, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

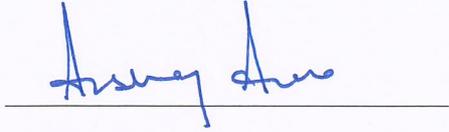
ANNEXURE A

Sr. no.	Name of Selling Shareholder	Number of Equity Shares offered in the Offer for Sale	Date of consent letters
1.	Akshay Bansarilal Arora	Up to 18,366,311	August 23, 2022
2.	Shiven Akshay Arora	Up to 5,918,849	October 9, 2023

[Signature pages follow]

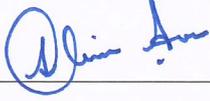
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By **AKSHAY BANSARILAL ARORA**



This signature page forms an integral part of the Amendment to the Offer Agreement executed among the Company, each of the Selling Shareholders and each of the BRLMs.

By **SHIVEN AKSHAY ARORA**



This signature page forms an integral part of the Amendment to the Offer Agreement executed among the Company, each of the Selling Shareholders and each of the BRLMs.

For and on behalf of **BLUE JET HEALTHCARE LIMITED**



Name: **Shiven Akshay Arora**
Designation: Managing Director

This signature page forms an integral part of the Amendment to the Offer Agreement executed among the Company, each of the Selling Shareholders and each of the BRLMs.

For and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**

Gesu Kaushal



Name: Gesu Kaushal

Designation: Managing Director - Equity Corporate Finance

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This signature page forms an integral part of the Amendment to the Offer Agreement executed among the Company, each of the Selling Shareholders and each of the BRLMs.

For and on behalf of **ICICI SECURITIES LIMITED**

Handwritten signature of Gaurav Mittal in blue ink.

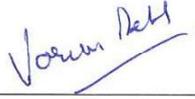


Name: Gaurav Mittal
Designation: AVP

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This signature page forms an integral part of the Amendment to the Offer Agreement executed among the Company, each of the Selling Shareholders and each of the BRLMs.

For and on behalf of **J.P. MORGAN INDIA PRIVATE LIMITED**





Name: Varun Behl

Designation: Executive Director

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