



05 June 2020

**National Stock Exchange of India Limited,**  
Compliance Department,  
Exchange Plaza, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400051,  
Maharashtra, India

**BSE Limited,**  
Compliance Department,  
Phiroze Jeejeebhoy Towers,  
Dalal Street, Mumbai - 400001,  
Maharashtra, India

**Subject :** **Signing of Investment Agreement (“Agreement”) by and between HealthCare Global Enterprises Limited (“Company”) Aceso Company Pte. Ltd (“Investor”) and Dr. B.S. Ajaikumar, (“Promoter”) on 04 June 2020.**

**Stock Code :** **BSE – 539787, NSE – HCG**

**Ref :** **Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“SEBI Listing Regulations”)**

Dear Sir / Madam,

Further to the intimation made by the Company on 04 June 2020, with regard to the signing of the Agreement by and between the Company, the Investor and the Promoter, we wish to submit the following details as required under Regulation 30 of SEBI Listing Regulations read with SEBI Circular CIR/CFD/CMD/4/2015 dated 09 September 2015:

- (i) details regarding the issuance of securities, in **Annexure I** to this letter.
- (ii) details regarding the Agreement, in **Annexure II** to this letter.

Kindly take the intimation on record and acknowledge receipt of the same.

Thanking you,

For **HealthCare Global Enterprises Limited**

**Sunu Manuel**  
**Company Secretary and Compliance Officer**



### Annexure I

Issuance or forfeiture of securities, split or consolidation of shares, buyback of securities, any restriction on transferability of securities or alteration in terms or structure of existing securities including forfeiture, reissue of forfeited securities, alteration of calls, redemption of securities etc.

NO	HEADNOTE	DETAILS
1.	type of securities proposed to be issued (viz. equity shares, convertibles etc.);	(i) Equity Shares (ii) Warrants
2.	type of issuance (further public offering, rights issue, depository receipts (ADR/GDR), qualified institutions placement, preferential allotment etc.);	Preferential Allotment
3.	total number of securities proposed to be issued or the total amount for which the securities will be issued (approximately);	(i) 2,95,16,260 equity shares of face value INR 10 to be issued by the Company, and (ii) 18,560,663 warrants to be issued by the Company, representing the right to subscribe to 18,560,663 Equity Shares  The said subscription of the Equity Shares and Warrants by the Investor is proposed to be executed at a price of INR 130/- per fully paid up Equity Share and INR 130/- per Warrant, respectively, of which, in relation to the Warrants, 25% of the price will be paid on subscription of the Warrants and the balance on exercise of the Warrants.  The total subscription amount aggregates to approximately INR 625 Crore (Indian Rupees Six hundred and twenty-five crore).
4.	in case of preferential issue the listed entity shall disclose the following additional details to the stock exchange(s):	
i)	names of the investors	Aceso Company Pte. Ltd



NO	HEADNOTE	DETAILS											
ii)	post allotment of securities - outcome of the subscription, issue price / allotted price (in case of convertibles), number of investors	<p>- Outcome of the allotment:</p> <table border="1" data-bbox="628 488 1422 1039"> <thead> <tr> <th data-bbox="628 488 987 797" rowspan="2">Particulars</th> <th colspan="2" data-bbox="987 488 1422 568">Post-Preferential Allotment</th> </tr> <tr> <th colspan="2" data-bbox="987 568 1422 714">Post - Allotment of Equity Shares and 7,057,195 warrants on the date of subscription*</th> </tr> <tr> <th data-bbox="628 714 987 797"></th> <th data-bbox="987 714 1193 797">No</th> <th data-bbox="1193 714 1422 797">%</th> </tr> </thead> <tbody> <tr> <td data-bbox="628 797 987 1039">Equity Shares (including 7,057,195 warrants out of 18,560,663 warrants representing 7,057,195 Equity Shares shall be exercised on the date of subscription)</td> <td data-bbox="987 797 1193 1039">36,573,455</td> <td data-bbox="1193 797 1422 1039">29.16 %</td> </tr> </tbody> </table> <p>*Excluding impact of secondary purchases through mandatory Open Offer and 11,503,468 warrants.</p> <p>- The said subscription of the Equity Shares and Warrants by the Acquirer is proposed to be executed at a price of INR 130/- per fully paid up Equity Share and INR 130/- per Warrant, respectively of which in relation to the Warrants, 25% of the price will be paid on subscription of the Warrants and the balance on exercise of the Warrants.</p> <p>- There is only one investor who is being issued shares by way of this Preferential Allotment.</p> <p>- Investor has agreed to exercise 7,057,195 warrants (out of 18,560,663 warrants) representing 7,057,195 Equity Shares, on the date of subscription.</p>	Particulars	Post-Preferential Allotment		Post - Allotment of Equity Shares and 7,057,195 warrants on the date of subscription*			No	%	Equity Shares (including 7,057,195 warrants out of 18,560,663 warrants representing 7,057,195 Equity Shares shall be exercised on the date of subscription)	36,573,455	29.16 %
Particulars	Post-Preferential Allotment												
	Post - Allotment of Equity Shares and 7,057,195 warrants on the date of subscription*												
	No	%											
Equity Shares (including 7,057,195 warrants out of 18,560,663 warrants representing 7,057,195 Equity Shares shall be exercised on the date of subscription)	36,573,455	29.16 %											
iii)	in case of convertibles - intimation on conversion of securities or on lapse of the tenure of the instrument	<p>- Each warrant is convertible into 1 (One) Equity Share. Investor has agreed to exercise 7,057,195 warrants (out of 18,560,663 warrants) representing 7,057,195 Equity Shares on the date of subscription, and the remaining 11,503,468 warrants out of 18,560,663 warrants representing 11,503,468 Equity Shares conversion can be exercised within a period of 18 months from the date of issuance. As per the terms of the Investment Agreement, the Investor has agreed not to exercise the balance 11,503,468 Warrants until the expiry of 15 (Fifteen) Business Days from the completion of the Open Offer.</p>											



## Annexure II

Agreements (viz. shareholder agreement(s), joint venture agreement(s), family settlement agreement(s) (to the extent that it impacts management and control of the listed entity), agreement(s)/treaty(ies)/contract(s) with media companies) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:

NO	HEADNOTE	DETAILS
5.	name(s) of parties with whom the agreement is entered	(i) Investor (ii) Company (iii) Promoter
6.	purpose of entering into the agreement	<p>The Agreement records the terms of raising funds through preferential allotment to the Investor. The Agreement provides that the Company shall on a preferential basis, issue to the Investor and the Investor shall subscribe to Equity Shares and warrants as mentioned in this letter. The total subscription amount for subscription to the Equity Shares and subscription and exercise of the warrants aggregates to approximately INR 625 Crore (Indian Rupees Six hundred and twenty-five crore) in accordance with the terms mentioned therein.</p> <p>The Agreement <i>inter alia</i> records the terms and conditions governing the management of the Company and the <i>inter se</i> rights and obligations between the Investor and Promoter, in relation to the Company.</p>
7.	shareholding, if any, in the entity with whom the agreement is executed	NIL



NO	HEADNOTE	DETAILS
8.	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	<p>In terms of the Agreement, the Investor may be classified as a promoter of the Company in accordance with applicable law. The Investor has agreed to subscribe to Equity Shares and warrants as mentioned above.</p> <p>The Agreement sets out the rights and obligations of the Investor, the Promoter and the Company in relation to the investment by the Investor in the Target Company, inter-se rights and obligations of the Promoter and the Investor as shareholders of the Company, management of the Company and other matters in connection therewith.</p> <p>The Company and the Promoter have made certain representations and warranties to the Investor.</p> <p>The Investor and the Promoter individually will be entitled to appoint 2 (two) directors each, and the Investor and the Promoter shall be entitled to jointly designate 5 (five) independent directors in accordance with law.</p> <p>Actions and decisions in relation to certain items as listed in the Agreement shall not be proposed, taken or given effect to unless the prior written consent of the Investor and the Promoter is obtained.</p> <p>The Agreement contains provisions pertaining to the transfer of shares by the Investor and the Promoter, including right of first offer and tag along rights.</p>
9.	whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship	Promoter is the promoter of the Company. The Investor is not related to the promoter/ promoter group / group companies in any manner.
10.	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”	Not Applicable



NO	HEADNOTE	DETAILS
11.	in case of issuance of shares to the parties, details of issue price, class of shares issued	<p>(i) 2,95,16,260 equity shares of face value INR 10 to be issued by the Company, and</p> <p>(ii) 18,560,663 warrants to be issued by the Company, representing the right to subscribe to 18,560,663 Equity Shares</p> <p>The said subscription of the Equity Shares and Warrants by the Acquirer is proposed to be executed at a price of INR 130/- per fully paid up Equity Share and INR 130/- per Warrant, respectively of which in relation to the Warrants, 25% of the price will be paid on subscription of the Warrants and the balance on exercise of the Warrants.</p> <p>The total subscription amount aggregates to approximately INR 625 Crore (Indian Rupees Six hundred and twenty-five crore), assuming exercise of all warrants.</p>
12.	any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc	NIL

For **HealthCare Global Enterprises Limited**



**Sunu Manuel**  
**Company Secretary and Compliance Officer**