



March 28, 2017

To
National Stock Exchange of India Limited,
Compliance Department,
Exchange Plaza, Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051,
Maharashtra, India

To
BSE Limited,
Compliance Department,
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400 001,
Maharashtra, India

Dear Sir/Madam,

Sub : Intimation regarding execution of Share Purchase Agreement and Shareholders' Agreement, with respect to proposed investment in Cancer Care Kenya Limited.

Ref : Regulation 30 (3) and (4) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Scrip Code : NSE Scrip Code: HCG; BSE Scrip Code: 539787

This is to inform you that, HealthCare Global Enterprises Limited ("the Company"), through its step down subsidiary, HealthCare Global (Kenya) Private Limited ("HCG Kenya") has entered into a Share Purchase Agreement ("SPA") and Shareholders' and Subscription Agreement ("SSA") with Cancer Care Kenya Limited ("CCK") and its existing shareholders, relating to the investment in the share capital of CCK.

CCK is a limited liability company, incorporated under the laws of the Republic of Kenya, which operates a state of the art comprehensive cancer centre, being the first private comprehensive cancer centre in Kenya.

HCG Kenya, is level three subsidiary of the Company, incorporated in the Republic of Kenya, for setting up, owning and operating cancer care centers/hospitals in Kenya; and for carrying out any other business related to oncology.

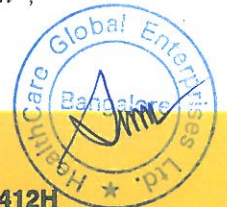
Additional Disclosures as required under SEBI Circular No. CIR/CFD/CMD/4/2015, dated September 09, 2015, to be provided with respect to execution of Share Purchase Agreement and Shareholders Agreement:

1. Share Purchase Agreement:

(a) *Name of the target entity, details in brief such as size etc.;*

The target entity is Cancer Care Kenya Limited, a limited liability company incorporated in the Republic of Kenya, under company Registration Number C.135947, in Nairobi, Kenya. CCK operates an oncology centre offering cancer diagnosis and treatment services.

(b) *Whether the acquisition would fall within related party transaction(s) and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arm's length";*



HealthCare Global Enterprises Ltd.

**HCG Tower, No. 8, P. Kalinga Rao Road, Sampangi Ram Nagar, Bangalore - 560 027 | PAN No AAACC8412H
91 80 3366 9999 | Info@hcgoncology.com | CIN: L15200KA1998PLC023489**



The acquisition would not fall within related party transaction; and none of the promoter/ promoter group/ group companies have any interest in the entity being acquired.

(c) *Industry to which the entity being acquired belongs;*

CCK is a provider of specialty healthcare, focusing on cancer care.

(d) *Objects and effects of acquisition (including but not limited to, disclosure of reasons for acquisition of target entity, if its business is outside the main line of business of the listed entity);*

The Company has been treating patients from Africa, in India for several years and have been enthused by the positive results and the strong response from the medical community in these countries; and in this regard had been seeking right opportunities to establish advanced treatment centres in Kenya.

The Company, with this acquisition, expects to bridge the demand supply gap existing in the cancer care space in Kenya, where patients have to travel out of the country for availing cancer care services due to inadequate treatment facilities in Kenya.

The business of CCK is in the same line as that of HCG Kenya and the Company.

(e) *Brief details of any governmental or regulatory approvals required for the acquisition;*

The consummation of transaction contemplated under the SPA are subject to the approval of the Competition Authority of Kenya, in accordance with Competition Act, 2010, of Kenya.

(f) *Indicative time period for completion of the acquisition;*

The consummation of transaction under SPA and SSA, subject to the approval of Competition Authority of Kenya, is expected to be completed by or before June 30, 2017.

(g) *Nature of consideration - whether cash consideration or share swap and details of the same;*

The consideration payable for the acquisition of shares of CCK would be in the form of cash.

(h) *cost of acquisition or the price at which the shares are acquired;*

The consideration for the purchase of shares to be acquired under SPA would be KShs. 93,147,000 (Kenya Shillings Ninety Three Million One Hundred and Forty Seven Thousand Only).

(i) *percentage of shareholding / control acquired and / or number of shares acquired;*

HCG Kenya after the consummation of transaction contemplated under SPA, would hold 93.66% of the outstanding share capital in CCK.

(j) *brief background about the entity acquired in terms of products/line of business acquired, date of incorporation, country in which the acquired entity has presence and any other significant information (in brief);*





CCK was incorporated on 27th February, 2007, in Nairobi, Kenya. CCK, since incorporation has been into the business of cancer care services in Kenya.

2. Shareholders Agreement

(a) *Name(s) of parties with whom the agreement is entered;*

The SSA has been entered into by and between HCG Kenya, the Social Service League M.P. Shah Hospital, Dr. Najmudin Adamali, Dr. H. Abwao and Mr. Bhupendra M. Patel.

The Social Service League M.P. Shah Hospital ("MP Shah Hospital"), is a company limited by guarantee, incorporated in Kenya on 19th December 1961; and is a healthcare service provider in Nairobi, Kenya, which operates a multi-super-specialty, tertiary care hospital providing all the modern out-patient and in-patient facilities in Parklands Area in Nairobi.

Dr. Najmudin Adamali, is the Promoter of CCK, whereas Dr. H. Abwao and Mr. Bhupendra M. Patel are the existing shareholders of CCK.

(b) *Purpose of entering into the agreement;*

HCG Kenya has agreed to subscribe for such number of shares of CCK, to be arrived as on the Closing Date, which would entitle HCG Kenya to attain 77.5% of the share capital of CCK post consummation of transaction under SPA and SSA. Along with HCG Kenya, MP Shah and the promoter of CCK shall subscribe to the shares of CCK, resulting in share capital holding of 77.5: 10: 12.5 by HCG Kenya, MP Shah, and promoter of CCK (includes other existing shareholders), respectively.

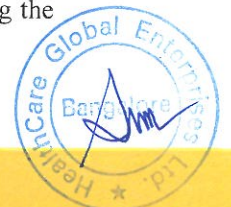
(c) *Shareholding, if any, in the entity with whom the agreement is executed;*

As on the date of execution of SPA and SSA, neither the Company nor HCG Kenya hold any shares in CCK.

(d) *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.;*

Significant terms of SSA includes inter alia:

- i) Right to appoint Directors: CCK shall have 3 (three) Directors, of which HCG Kenya shall have the right to appoint 2 (two) Directors.
- ii) First right to share subscription: The issuance of shares of CCK shall be under the control of the Board of CCK. In future, if CCK intends to raise funds through equity, shares shall be offered to all the shareholders in proportion to their holdings of shares at a price per share determined by the Board of CCK;
- iii) Control of operations: The management, business and affairs of CCK shall be fully vested in the Board of CCK.
- iv) Transfer of shares: HCG Kenya shall have a right of first refusal for the transfer shares by other shareholders of the CCK, made at any time after the initial 5 years, being the lock in period.





- e) *Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;*

HCG Kenya, the acquirer is a level three subsidiary of the Company. None of the other parties are related to promoter/promoter group/ group companies.

- f) *Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";*

The transaction does not fall within the purview of related party transactions.

- g) *In case of issuance of shares to the parties, details of issue price, class of shares issued;*

The issue price per share is KShs 100 (Kenya Shillings One Hundred Only) per share. However, the final consideration payable by HCG Kenya to CCK as per the SSA, including the number of shares to be subscribed by HCG Kenya in CCK, would be arrived at the Closing Date, which shall be post the approval of the Competition Authority of Kenya, in accordance with Competition Act, 2010, of Kenya.

- h) *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;*

There are no conflicts arising out of any such agreements.

- i) *in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): (a) name of parties to the agreement; (b) nature of the agreement; (c) date of execution of the agreement; (d) details of amendment and impact thereof or reasons of termination and impact thereof.*

Not applicable.

Kindly take this on record and acknowledge receipt of this intimation.

Thanking you,

For HealthCare Global Enterprises Limited

Sunu Manuel
Company Secretary & Compliance Officer

