

Date: 27-02-2026

To,  
The General Manager,  
Department of Corporate Services  
**BSE Limited**  
Phiroze Jeejeebhoy Tower,  
Dalal Street, Mumbai – 400001

To,  
Manager – Listing,  
Listing Department,  
**National Stock Exchange of India Limited,**  
Exchange Plaza, Bandra Kurla Complex,  
Mumbai – 400051

**Ref: Scrip Code at BSE: 533259 and NSE: SASTASUNDR**

**Sub: Disclosure under Regulation 30A of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015**

Dear Sir/Madam,

Pursuant to Regulation 30A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), read with Schedule III of the SEBI Listing Regulations, it is hereby informed that the board of directors of Health X Platform Limited (formerly Sastasundar Ventures Limited) (“Company” or “HealthX”) have approved the execution of an agreement (“Tripartite Agreement”) by the Company with Sastasundar Healthbuddy Limited, its material subsidiary (“SHBL”), and Envision India Fund (“Envision”), a qualified institutional buyer, having registration number GB20025232, incorporated under the laws of Mauritius, having its registered office/office at 6<sup>th</sup> Floor, Two Tribeca, Tribeca Central, Trianon 72261.

The Tripartite Agreement is being executed pursuant to a share purchase agreement dated 25.02.2026 (“SPA”), entered into between Envision, SHBL and Mitsubishi Corporation, a company incorporated under the laws of Japan and having its registered office at 3-1, Marunouchi 2-Chome, Chiyoda-Ku, Tokyo 100-8086, Japan (“Mitsubishi”), whereby Envision has agreed to acquire the entire shareholding of Mitsubishi in SHBL. It may be pertinent to note that the Company has already made a disclosure regarding the execution of an SPA by SHBL on 25.02.2026 to the stock exchanges.

The Tripartite Agreement contemplates the merger of SHBL with the Company such that the economic interest of Envision in the Company post-merger remains the same as it was in SHBL prior to the merger, subject to the same being in compliance with applicable laws. It is also agreed in the Tripartite Agreement that, if the merger cannot be consummated, the Company shall undertake a share swap arrangement so as to ensure that Envision receives equivalent shares of HealthX in lieu of shares held in SHBL. The Tripartite Agreement also grants Envision a right to appoint director on the Board of the Company in certain circumstances.

Further, the information as required to be disclosed under SEBI Circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 is provided in **Annexure I**.

This is for your information and record.

Yours faithfully,  
**For Health X Platform Limited**  
(formerly known as Sastasundar Ventures Limited)

Pratap Singh  
Company Secretary & Compliance Officer  
M. No. A24081

**HEALTH X PLATFORM LIMITED**

(formerly known as Sastasundar Ventures Limited)

CIN: L65993WB1989PLC047002

Azimganj House, 2nd Floor, 7, Abanindra Nath Thakur Sarani, (Formerly Camac Street), Kolkata- 700 017

Tel: +91 33 2282 9330 | Email: info@sastasundar.com | Website: www.sastasundarventures.com

Sl. No.	Particulars	Disclosure
a)	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity).	Health X Platform Limited (formerly Sastasundar Ventures Limited), (HealthX or Company) is the party of the Agreement which has been entered into with the following: (i) Sastasundar Healthbuddy Limited (SHBL), material subsidiary of the Company and (ii) Envision India Fund, a qualified institutional buyer, who shall become a shareholder of SHBL, upon completion/ consummation of the purchase of Sastasundar Healthbuddy Limited's shares as contemplated in the SPA.
b)	If the listed entity is not a party to the agreement: i) name of the party entering into such an agreement and the relationship with the listed entity; ii) details of the counterparties to the agreement (including name and relationship with the listed entity); iii) date of entering into the agreement.	Not Applicable, as the Company is the party to the agreement.
c)	Purpose of entering into the agreement	The parties have entered into this Agreement for the purposes of recording the terms and conditions governing the relationship of the shareholders of SHBL, material subsidiary of the Company post Envision becoming a shareholder of SHBL.
d)	shareholding, if any, in the entity with whom the agreement is executed	SHBL is the material subsidiary of the Company and Envision India Fund is the Qualified Institutional Buyer and an Independent Investor.  Shareholding of SHBL, post completion of transaction is as following: Health X Platform Limited (formerly known as Sastasundar Ventures Limited) – 17,100,160 Eq. shares Rohto Pharmaceuticals Co., Ltd. – 3,562,064 Eq. shares Envision India Fund - 10,13,766 Eq. shares Total - 21,675,990 Eq. shares
e)	significant terms of the agreement (in brief)	The Tripartite Agreement, contemplates a scheme of arrangement to be undertaken between the Company and SHBL, whereby SHBL shall ultimately be merged with HealthX subject to compliance with Applicable laws.

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Sl. No.	Particulars	Disclosure
		<p>The Tripartite Agreement contemplates that the merger shall, subject to compliance with applicable laws, be undertaken in a manner such that the economic interest of Envision in HealthX after the consummation of the scheme shall remain the same as it was in SHBL prior to the merger. It is also agreed in the Tripartite Agreement that, if the scheme of arrangement resulting in merger of SHBL with the Company is not consummated, the Company shall undertake a share swap arrangement so as to ensure that Envision receives equivalent shares of HealthX in lieu of shares held in SHBL.</p> <p>The Board had made a disclosure regarding in-principle approval for undertaking a scheme of arrangement involving merger of SHBL with the Company on 26.02.2026 to the stock exchanges.</p> <p>Envision is also entitled to nominate one director on the board of HealthX in case of any material breach or non-consummation of the merger.</p>
f)	extent and the nature of impact on management or control of the listed entity.	<p>It has been agreed between the parties that this Agreement, contemplates a scheme of arrangement to be undertaken between the Company and SHBL, whereby SHBL shall ultimately be merged with HealthX subject to compliance with Applicable laws.</p> <p>In case, if the scheme of arrangement resulting in merger of SHBL with the Company is not consummated, the Company shall undertake a share swap arrangement so as to ensure that Envision receives equivalent shares of HealthX in lieu of shares held in SHBL.</p> <p>It has also been agreed between the parties to the Tripartite Agreement that Envision is entitled to nominate one director on the board of HealthX in case of any material breach or non-consummation of the merger.</p>
g)	details and quantification of the restriction or liability imposed upon the listed entity.	Same as provided in significant terms and extent and nature of impact on management or control, as listed above.
h)	whether, the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship.	The Company (HealthX) is a promoter of SHBL.
i)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	The transaction falls within the scope of related party transactions as SHBL is material subsidiary of HealthX.

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Sl. No.	Particulars	Disclosure
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
k)	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.	Not Applicable
l)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): <ul style="list-style-type: none"> <li>i. name of parties to the agreement;</li> <li>ii. nature of the agreement;</li> <li>iii. date of execution of the agreement;</li> <li>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)</li> <li>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</li> </ul>	Not Applicable

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