सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 20,500

e-Stamp

Certificate No.	:	IN-KA41771133123136S
Certificate Issued Date	:	09-Oct-2020 03:25 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL79071888894048S
Purchased by	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Description of Document	:	Article 5 Agreement relating to Sale of Immoveable property
Description	:	SHARE PURCHASE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	INTERNATIONAL COLUMBIA 2004 AND OTHERS
Second Party	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Paid By	:	MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	20,500 (Twenty Thousand Five Hundred only)

सत्यमेव जयते

Authorised Signatory
for Stock Holding Corporation of India Ltd.

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED
IN-KA41771133123136S
Rs. 20,500
09-OCT-2020 03:25 PM

Please write or type below this line

This stamp paper forms an integral part of the Share Purchase Agreement dated October 30, 2020 between International Columbia 2004, Columbia Asia Hospitals Private Limited and Manipal Health Enterprises Private Limited.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

Dated 30 October 2020

Among

INTERNATIONAL COLUMBIA 2004

as the Seller

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED

as the Purchaser

COLUMBIA ASIA HOSPITALS PRIVATE LIMITED

as the Company

SHARE PURCHASE AGREEMENT

relating to Columbia Asia Hospitals Private Limited

MILBANK LLP

Singapore

Contents

Agreed form documents:

1. Announcement
2. Rupee Lenders Consents
3. Big4 Accounting Firm computation in respect of the Shares (Non-Grandfathered)
4. Big4 Accounting Firm computation in respect of the Shares (Grandfathered)
5. Big4 Accounting Firm "should" level opinion
6. Big4 Accounting Firm 281 report
7. Big4 Accounting Firm duty of care letter
8. Reliance letter from Murali & Co in respect of the Vendor Due Diligence Report dated 1 November 2019 prepared by Murali & Co
9. Reliance letter from Ernst & Young in respect of the Vendor Due Diligence Reports dated 22 October 2019 prepared by Ernst & Young
10. RBI filing under clause 5.5(a)
11. Discharge Equity Compensation
12. Equity commitment letter under clause 9.2
13. Purchaser's resolutions under clauses 4.4, 5.2(g) and 9.9

This Agreement is made on 30 October 2020

Between

(1) **International Columbia 2004** a limited company incorporated under the laws of Mauritius, holding PAN bearing AAFCI1887H whose registered office is at IQEQ Corporate Services (Mauritius) Ltd, 33 Edith Cavell Street, Port Louis, 11324 Mauritius (the "**Seller**");

(2) **Manipal Health Enterprises Private Limited,** a company incorporated in India, holding PAN bearing AAGCM5933R whose registered office is at The Annexe, #98 / 2, Rustom Bagh, HAL Airport Road, Bangalore – 560017, Karnataka, India (the "**Purchaser**"); and

(3) **Columbia Asia Hospitals Private Limited**, a company incorporated in India, holding PAN bearing AACCC2943F whose registered office is at No. 8, 80 Feet Road, HAL III Stage, Indiranagar, Bengaluru, Karnataka – 560075 (the "**Company**");

each of the Seller and Purchaser, a "**Party**" and together, the "**Parties**".

Whereas:

(A) The Seller is the registered holder of ninety-nine point nine-nine nine per cent. (99.999%) of the ordinary shares in the capital of the Company. The Residual Shareholders are the registered holders of ten thousand (10,000) ordinary shares in the capital of the Company comprising point zero-zero one per cent. (0.001%) of the share capital of the Company.

(B) The Seller and the Residual Shareholders wish to sell, and the Purchaser wishes to acquire, free from Encumbrances, all of the Shares and the Residual Shares (directly and/or through the Purchaser's Nominee), subject to the terms of this Agreement.

(C) The Aggregate Purchase Price is based on the equity value of the Company as agreed between the Seller and the Purchaser.

(D) The Seller and the Purchaser have agreed on a Deferred Payment to be paid in cash on the Deferred Payment Date, but as a contingency have also agreed to a Deferred Payment which may be discharged through the issue of shares of the Purchaser to the Seller (such shares in the Purchaser shall be issued to the Seller free and clear from any and all Encumbrances and at the price and on the terms specified below) if the Purchaser is unable to pay the Deferred Payment in cash on the Deferred Payment Date in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Definitions and interpretation

1.1 In this Agreement, (i) capitalised terms defined by inclusion in quotations and parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below, unless the context requires otherwise.

Acceleration Date means the date falling five (5) Business Days after the Seller issues a written notice to the Purchaser declaring the Deferred Payment (together with all interest accrued pursuant to clause 12.16) due and payable following the occurrence of any of the events set out in clause 4.5.

Accounts has the meaning given in paragraph 1.8 of Schedule 4.

Accounts Date has the meaning given in paragraph 1.8 of Schedule 4.

Affiliate means, in respect of any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect Common Control with such specified Person.

Aggregate Purchase Price means the Completion Payment plus the Deferred Payment.

Agreement means this share purchase agreement, including the Schedules, as amended or restated from time to time.

Announcement means the announcement in the agreed form relating to the Transaction.

Anti-Corruption Laws means:

(a) the U.S. Foreign Corrupt Practices Act of 1977;

(b) the (Indian) Prevention of Corruption Act 1988; and

(c) any other anti-bribery and anti-corruption Laws, and similar regulations or ordinances which have the force of law, in each case only to the extent such Laws are applicable to the Company and its operations from time to time.

Anti-Money Laundering Laws has the meaning given in paragraph 1.21.6 of Schedule 4.

Audited Financial Statements means the audited consolidated balance sheet, profit and loss account and statement of financial position and statement of comprehensive income as of and for the twelve (12) months ended March 31, 2020 of the Company (including the notes, reports, statements or documents to such accounts).

Audited Financial Statements Date means March 31, 2020.

Baner Lease Deed means the lease deed to be executed between AC Realty Spaces LLP (as the lessor) and the Company (as the lessee) in accordance with the terms set out in the agreement to construct and lease dated 14 July 2016 executed between AC Realty Spaces LLP (as the lessor) and the Company (as the lessee), as amended from time to time.

Baty Family Founders means Daniel R. Baty, Stanley L. Baty and Brandon D. Baty.

Baty Family Group means any of the Baty Family Founders, and any Person Controlled, directly or indirectly, by the Baty Family Founders and/or any Related Person of any of the Baty Family Founders, in each case from time to time.

Bengaluru COVID-19 Lockdown Announcement means the issuance of any Law under the Disaster Management Act, 2005 and / or the Epidemic Diseases Act, 1897 by any Government Authority in India in response to the outbreak of the coronavirus disease (COVID-19) in India that mandates each of the following in the city of Bengaluru:

(a) the closure of all offices of Governmental Authorities, save for certain essential services;

(b) the closure of all commercial and private establishments, save for certain exempt categories of goods and services; and

(c) the suspension of public transportation, with limited exceptions.

Big4 Accounting Firm means any of the following accounting firms:

(a) Deloitte Touche Tohmatsu;

(b) KPMG;

(c) PricewaterhouseCoopers; or

(d) EY (formerly, Ernst & Young),

and includes such other firm or entity associated with any of them eligible to practice in India.

Business means the business of operating, providing and/or managing healthcare facilities as undertaken by the Company in India.

Business Day means any day that is not a Saturday or Sunday or a public holiday in Mauritius or Bengaluru, India.

Business Plan means the Project Tacoma 2 hospital-level model, which has facility level business projections, as disclosed in folder 6.7 in the Virtual Data Room.

Carved-Out Business means the business of providing senior living housing, assisted living housing facilities for the disabled or the elderly, long-term care for rehabilitation purposes, and any specialist skill nursing associated with the provision of such services, which shall include the business and / or services of Columbia Pacific Communities (as conducted by Columbia Pacific Communities as at the Completion Date).

Claim means any claim, notice, demand, legal action, enquiry, prosecution, proceeding, suit, action, mediation, arbitration, enquiry or assessment against a Party in respect of any breach, indemnity, covenant, agreement, undertaking or other matter whatsoever under or pursuant to this Agreement or any other Transaction Document.

Claim Notice has the meaning given in clause 8.24.

Claiming Party has the meaning given in clause 8.24.

Code has the meaning given in clause 12.14(a).

Columbia India Mark Undertaking Agreement means the undertaking agreement to be entered into between the Purchaser and Columbia Asia Healthcare Sdn. Bhd. whereby the Purchaser covenants to assign ownership of the Columbia India Brand (as defined in the Trademark License Agreement) to Columbia Asia Healthcare Sdn. Bhd. in the event Purchaser does not wish to retain such mark in relation to the business of the Company, in the form set out in Schedule 7.

Company Release Parties has the meaning given in clause 12.34.

Completion means completion of the sale and purchase of the Shares and the Residual Shares in accordance with clause 7.

Completion Date means the date on which Completion is to take place, determined in accordance with clause 7.1.

Completion Payment means US$96,000,000 (United States Dollar ninety-six million).

Conditions means the conditions set forth in clauses 5.1 and 5.2.

Confidential Information means:

(a) (in relation to the obligations of the Purchaser) any information received or held by the Purchaser (or any of its representatives) relating to the Seller's Group, or prior to Completion, the Company;

(b) (in relation to the obligations of the Seller) any information received or held by the Seller (or any of its representatives) relating to the Purchaser's Group, or following Completion, the Company; and

(c) information relating to the provisions of, and negotiations leading to, this Agreement and the other Transaction Documents,

and includes written information and information transferred or obtained orally, visually, electronically or by any other means.

Confidentiality Agreement means the confidentiality agreement dated 28 March 2019 (as amended by a letter agreement dated 22 April 2020) and executed between the International Columbia US, LLC and the Purchaser.

Construction Budget (Pune Baner) means the project cost summary for the construction of the hospital in Baner, Pune, as disclosed in folders 15.3.328 and 15.3.329 in the Virtual Data Room.

Control means (either alone or acting in concert and whether directly or indirectly) being:

(a) the beneficial owner of more than fifty per cent. (50%) of the issued share capital or voting rights in a body corporate, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that body corporate by virtue of any powers conferred by articles of association or any other contract or legally binding document;

(b) the beneficial owner of more than fifty per cent. (50%) of the capital of a partnership, trust or fund, or being the general partner or manager of a partnership, trust or fund or otherwise having the right to control the composition of or votes of the majority of the management of that partnership, trust or fund by virtue of any powers conferred by the partnership, trust or fund agreement or any other contract or legally binding document; or

(c) otherwise able to direct or cause the direction of the management or policies of another person by whatever means,

and **Controlling** and **Controlled** shall be interpreted accordingly and **Common Control** shall mean where persons, bodies corporate, trusts, partnerships, limited liability companies or funds are each Controlled, directly or indirectly, by the same person, body corporate, trust, partnership, limited liability company or fund (either acting alone or acting in concert).

Data Room Information means the materials, information and written responses provided by the Seller and its representatives as part of the diligence process to the Purchaser and/or its representatives (or some of them) in the Data Rooms.

Data Rooms means the Virtual Data Room and the Physical Data Room.

Deferred Payment means:

(a) the Deferred Payment Cash Consideration; or

(b) provided if clause 4.4 applies, the Deferred Payment Cash Consideration may be discharged through the Discharge Equity Compensation,

in each case, as reduced in accordance with clause 4.2.

Deferred Payment Cash Consideration means the INR equivalent of US$149,760,000 (United States Dollar one hundred forty-nine million seven hundred sixty thousand) based on the Reference Rate on the date falling three (3) Business Day prior to the Completion Date, unless:

(a) the Acceleration Date occurs prior to the date falling eighteen (18) months after Completion, in which case it shall be INR equivalent of US$144,000,000 (United States Dollar one hundred forty-four million) based on the Reference Rate on the date falling three (3) Business Days prior to the Completion Date;

(b) the Parties mutually agree in writing to a lower amount in accordance with clause 4.3(c); or

(c) the Purchaser decides to discharge its obligations to discharge the Deferred Payment, in accordance with clause 4.3(d), in which case it shall be INR equivalent of US$144,000,000 (United States Dollar one hundred forty-four million) based on the Reference Rate on the date falling three (3) Business Days prior to the Completion Date.

Deferred Payment Date means the earlier of:

(a) the date falling twenty-four (24) months from Completion or such other earlier date in accordance with clauses 4.3(c), 4.3(d) or 4.4; or

(b) the Acceleration Date.

Discharge Equity Compensation means such percentage of shares in the Purchaser based on the formula set out in the excel document titled “Discharge Equity Compensation.xlsx” which shall be in the agreed form, provided that the only changes to be made after the date of this Agreement shall be as follows:

(a) the input for the “Assumed Primary for Tacoma (in INR crores)” shall be replaced by the amount of equity actually injected by the shareholders of the Purchaser prior to Completion to enable the Purchaser to pay the Completion Payment, and supported by reasonable documentary evidence provided by the Purchaser to the Seller;

(b) the input for the “Assumed Completion Date” shall be replaced with the actual Completion Date;

(c) the input for the "Assumed Deferred Payment Date" shall be replaced with the actual date the Deferred Payment is satisfied and discharged by the Purchaser in full; and

(d) the input for the "Assumed Reference Rate three (3) Business Days prior to the Completion Date" shall be replaced by the actual Reference Rate on the date falling three (3) Business Day prior to the Completion Date.

Disclosure Letter (Signing Date) means the letter dated the same date as this Agreement issued by the Seller to the Purchaser disclosing certain specific matters, information or circumstances, if any, in relation to the Seller Warranties (other than the Seller Fundamental Warranties).

Disclosure Letter (Completion Date) means the letter dated no later than the date falling five (5) Business Days prior to the Completion Date issued by the Seller to the Purchaser disclosing certain specific matters, information or circumstances occurring or arising after the date of this Agreement but prior to Completion, if any, in relation to the Seller Warranties (other than the Seller Fundamental Warranties).

Disclosure Letters means the Disclosure Letter (Signing Date) and the Disclosure Letter (Completion Date).

Dispute Period has the meaning given in clause 8.25.

Due Fraud Claim Amount has the meaning given in clause 12.26.

Due Recourse Claim Amount means the amount (if any, but not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)) due for payment by the Seller to the Purchaser in respect of a Resolved Recourse Claim.

Due Withholding Tax Demand Claim Amount means the amount (if any, but not exceeding the Withholding Tax Demand Claim Cap) due for payment by the Seller to the Purchaser in respect of a Resolved Withholding Tax Demand Claim.

Encumbrance means any security interests, assignment, mortgages, charges, options, equities, claims, or other third-party rights (including rights of pre-emption) of any nature whatsoever.

Environment means all or any of the following media, namely air (including the air within buildings or other natural or man-made structures above or below ground), water (including surface or ground water) or land (including surface and subsurface soils, and sediments), natural resources and any living organisms.

Environmental Laws means any Laws which relate to Environmental Matters (other than Pollution) and are in force and binding as of the date of this Agreement.

Environmental Matters means the pollution of the Environment or the release of any Hazardous Substances on to the Environment.

Equity Securities means the Company's equity capital, preference capital, membership interests, or other ownership interests of the Company (including the Shares and the Residual Shares) and / or any options, warrants, convertible debentures, convertible preference shares, or other securities that are convertible into, or exercisable or exchangeable for, shares (whether or not such securities are issued by the Company and whether or not then currently convertible, exercisable or exchangeable and whether with or without payment of additional consideration).

Escrow Bank has the meaning given in clause 4.11.

Excluded Claim means a claim for a breach of any of the following Seller Warranties:

(a) paragraph 1.17.9 of Schedule 4;

(b) paragraph 1.17.10(b) of Schedule 4;

(c) paragraph 1.17.11 of Schedule 4;

(d) paragraph 1.21.3 of Schedule 4;

(e) paragraph 1.21.4 of Schedule 4;

(f) paragraph 1.21.5 of Schedule 4;

(g) paragraph 1.21.6 of Schedule 4;

(h) paragraph 1.21.7 of Schedule 4; and

(i) paragraph 1.23 of Schedule 4.

External Debt means all financial indebtedness owing by the Company to an External Financier.

External Financier means any Person that has provided external finance or debt funding to the Company, including a commercial bank, financial institution, lending institution, private equity and lending agency.

Fairly Disclosed means disclosure in a manner such that the nature, scope and extent of the matter, information or circumstance (but not necessarily the financial impact) would reasonably be expected to come to the knowledge of a reasonable purchaser familiar with the nature of the transactions contemplated in this Agreement.

FEMA means the Foreign Exchange Management Act, 1999 (as amended) of India read with rules, regulations, notifications, circulars, guidelines, master circulars, master directions, press notes, policies or orders issued thereunder by the Reserve Bank of India or any other Governmental Authority, in each case as may be amended, modified, supplemented or re-enacted from time to time.

Finally Adjudicated or **Final Adjudication** means adjudication of a Claim which has attained finality, including but not limited to by way of exhaustion of any appellate, revisionary or review remedies, if applicable.

Financial Year means the period from 1 April of a particular calendar year up to 31 March of the following calendar year, inclusive of both days.

Governmental Authority means any federal, national, provincial, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to government), or any arbitrator, court or tribunal of competent jurisdiction, Taxation Authority and any central bank and any securities exchange or body or authority regulating such securities exchange.

Hazardous Substances means any substance exhibiting characteristics hazardous to, or likely to have an adverse impact on, the environment, which may include but is not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos products and any noise.

IBC means the Insolvency and Bankruptcy Code, 2016 (as amended) of India.

Income Tax Act means the (Indian) Income Tax Act, 1961, and the Income Tax Rules, 1962, and any statutory modification or re-enactment or amendments thereto for the time being in force together with all applicable bye-laws, rules, regulations, orders, ordinances and the likes issued thereunder.

Ind-AS means Indian accounting standards notified under the Companies (Indian Accounting Standards) Rules, 2015, as amended.

Insurance Claims Tracker has the meaning given in paragraph 1.20.4 of Schedule 4.

Insurance Payment has the meaning given in clause 8.11(a).

Intellectual Property means all patents, trademarks, copyrights and copyrightable works, trade and business names, designs, models, domain names, database rights, moral rights, know-how, inventions, ideas, software (in source code / object code form) or other intellectual property rights (whether registrable or not) and all registrations and applications therefor.

Key Doctors means the top ten (10) highest grossing doctors for the Financial Year ending 31 March 2020 for each of the hospitals operated by the Company.

Key Officers means and includes each Unit General Manager and other employees who are superior in rank to a Unit General Manager as at the date of this Agreement.

Knowledge means, when used in a particular warranty in this Agreement (other than in paragraph 1.2 of Schedule 10) or in clause 8.8:

(a) with respect to Seller, the actual knowledge of Dr. Nandakumar Jairam (Chief Executive Officer), Jagannath Mudumbi Selvanarayan (Chief Financial Officer), Sreevathsa C S (Senior Vice President, Legal), Nathan McLemore, Matthew Thomas Powell, and the Chief Operating Officer appointed by the Company (if any person holds such a title on the relevant date) after conducting due and careful enquiry (which, in respect of Dr. Nandakumar Jairam (Chief Executive Officer) and Jagannath Mudumbi Selvanarayan (Chief Financial Officer) and Sreevathsa C S (Senior Vice President, Legal), shall include the knowledge that they would have gained had reasonable inquiries been made by them of each of the Unit General Managers and all such persons who were directly reporting to Jasdeep Singh (erstwhile Chief Operating Officer)); and

(b) with respect to the Purchaser, the actual knowledge of Dilip Jose, Sameer Agarwal, Parag Agarwal, Varsha Pande and Sathish KR, after conducting due and careful enquiry.

Kolkata Lease means the lease deed dated 1 October 2001 executed between the Governor of the State of West Bengal and Navketan Enterprise, as amended from time to time.

Law means any:

(a) statute, law, ordinance, regulation, rule, code, order, notification, directives, circulars, notes, clarifications, constitution, treaty, common law of any Governmental Authority;

(b) orders, decisions, injunction, judgment, awards, decree, other requirement, or rule of law of any Governmental Authority; and

(c) consent, approval, authorization or order of, action by, filing with or notification to any Governmental Authority.

Leased Real Property has the meaning given in paragraph 1.11.2 of Schedule 4.

Legal Proceedings means any proceeding, suit, judicial action (including any proceedings before any tribunal) by or before any Governmental Authority or other judicial or quasi-judicial authority.

Licensed Intellectual Property has the meaning given in paragraph 1.13.1 of Schedule 4.

Long Stop Date means 28 February 2021 or such other extended date as mutually agreed in writing by the Purchaser and the Seller.

Loss means any and all, losses, liabilities (including liabilities relating to Tax), amounts paid in settlement, judgments, damages, fines, penalties, deficiencies, losses and expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment). For all purposes in this Agreement the term **Losses** does not include any Non-Reimbursable Damages.

Management Accounts means the unaudited accounts for the period commencing from the Accounts Date and ending on 31 August 2020, as disclosed in folder 15.3.404 in the Virtual Data Room.

Material Adverse Effect means any fact, matter, event, circumstance, condition or change, that has had, or is reasonably likely to have, either individually or in the aggregate with all other events, changes, circumstances or other matters, a material and adverse effect on (1) the assets, liabilities or the financial condition of the Company (considered as a whole); or (2) the ability of the Seller to perform its obligations under this Agreement or to consummate the Transaction, but excluding any of the foregoing arising out of, resulting from or attributable to:

(a) any changes, conditions, or effects in the economies or securities or financial markets (including interest rates, exchange rates and commodity markets) in general;

(b) changes, conditions, or effects that affect the industries in which the Company operates;

(c) the effect of any changes in applicable Laws or accounting rules or practices;

(d) conditions caused by acts of terrorism, civil disturbance, or war (whether or not declared) or any natural or man-made disaster or other acts of god;

(e) any change, effect, or circumstance resulting from the announcement of this Agreement or the change in Control of the Company resulting from the Transaction;

(f) any actions taken or not taken solely at the written request of the Purchaser; or

(g) the outbreak of the coronavirus disease (COVID-19), the declaration by the World Health Organisation of such outbreak as a Public Health Emergency of International Concern, or the actions taken by any Governmental Authority in curtailing such outbreak,

save that, in the case of paragraphs (a), (b) or (c) above, such exclusions shall not apply if the relevant fact, matter, event, circumstance, condition or change has or is reasonably likely to have a disproportionate effect on the Company as compared to other companies operating businesses similar to that of the Business, and save that, in the case of paragraph (d) above, such exclusions shall not apply if the relevant fact, matter, event, circumstance, condition or change has or is reasonably likely to have a disproportionate effect on the Company as compared to other companies similarly affected by such fact, matter, event, circumstance, condition or change.

For the avoidance of doubt, the exclusions set forth in paragraphs (a) through (g) above shall not preclude the Purchaser from exercising its rights under and in accordance with clause 12.5(b) or clause 12.5(c).

Material Commercial Contracts FY2020 has the meaning given in paragraph 1.14.1 of Schedule 4.

Material Commercial Contracts FY2021 has the meaning given in clause 6.9.

Medical Practitioner means doctors, nurses or other medical or healthcare staff or consultants engaged by the Company, whether as an employee, consultant or otherwise.

Mitigation Payment has the meaning given in clause 8.11(b).

New Shareholders' Agreement means the shareholders' agreement in the form agreed to pursuant to clause 5.2(h) and executed in accordance with clause 4.4(e), which shall be based on the rights set out in Schedule 11.

Non-Reimbursable Damages has the meaning given in clause 8.22.

Normal Business Hours has the meaning given in clause 11.3.

NSDL means the Indian National Securities Depository Limited.

Outside Party has the meaning given in clause 6.6(a).

Outstanding Recourse Claim means a Recourse Claim has been notified by the Purchaser to the Seller prior to the Recourse Claim Date in accordance with the terms of this Agreement but has not become a Resolved Recourse Claim.

Outstanding Withholding Tax Demand Claim means:

(a) a Withholding Tax Demand Claim that has been notified by the Purchaser to the Seller prior to the Withholding Tax Demand Claim Date and has not become a Resolved Withholding Tax Demand Claim in accordance with the terms of this Agreement; or

(b) any written enquiry or notice received by the Purchaser issued by the Indian Taxation Authority in relation to withholding tax under the provisions of the Income Tax Act on the transfer of the Shares, or a written enquiry or notice treating the Purchaser as a representative assessee of the Seller in relation to gains arising from the sale of the Shares, under the provisions of the Income Tax Act, in each case, prior to the Withholding Tax Demand Claim Date, and the Purchaser has notified the Seller of such written enquiry or notice prior to the Withholding Tax Demand Claim Date in accordance with the terms of this Agreement;

For the avoidance of doubt, the Seller and the Purchaser acknowledge that if any payment is made by the Purchaser to any Taxation Authority pursuant to clause 8.26(e) pursuant to a Withholding Tax Demand Claim, then such amount shall not be treated as an Outstanding Withholding Tax Demand Claim but shall instead be treated as a Resolved Withholding Tax Demand Claim.

Owned Intellectual Property has the meaning given in paragraph 1.13.1 of Schedule 4.

Owned Real Property has the meaning given in paragraph 1.11.1 of Schedule 4.

Permitted Amalgamation means a scheme of amalgamation that comes into force after the occurrence of both (a) Completion and (b) each of the Seller and International Columbia US, LLC having been released from all their respective obligations and liabilities under the Rupee Finance Agreements, whereby the Company is merged into the Purchaser (which shall be the surviving entity).

Physical Data Room means the physical data room in respect of the Company made available to certain of the Purchaser's advisers on:

(a) 26 November 2019, 7 January 2020 and 8 January 2020 at Murali & Co.'s offices; and

(b) 19 February 2020, 20 February 2020 and 21 February 2020 at the Company's offices located at "The Icon", No 8, 80 Feet Road, HAL 3rd Stage, Indiranagar, Bangalore – 560 075, Karnataka,

an index of which is set forth in Schedule 6.

Plans has the meaning given in paragraph 1.17.9 of Schedule 4.

Pollution means:

(a) any actual alleged or threatened exposure to, or generation, storage, handling, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of, any Hazardous Substance; or

(b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise any Hazardous Substance, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

Pollution Laws means any Laws which relate to Pollution and are in force and binding as of the date of this Agreement.

Pre-Contractual Statement has the meaning given in clause 12.23(b).

Prior Acquisition Agreements has the meaning given in clause 8.9(a).

Prohibited Sale has the meaning given in clause 6.6(a).

Property means any real estate owned or leased by the Company.

Purchaser Demat Account means the dematerialised account of the Purchaser maintained with Stockholding Corporation of India Limited, having DP ID: IN301135 and Client ID: 26913374 or such other dematerialised account of the Purchaser as may be notified by the Purchaser to the Seller in writing, no later than five (5) Business Days prior to Completion.

Purchaser Election Notice has the meaning given in clause 9.12.

Purchaser Lender Agreements means each of:

(a) the Tranche A-C loan agreement dated 23 June 2016 entered amongst the Purchaser (as the borrower), ICICI Bank Limited, Export-Import Bank of India, Aditya Birla Finance Limited, India Infra Debt Limited, Axis Bank Limited and National Investment and Infrastructure Fund (as the lenders);

(b) the Tranche D loan agreement dated 30 June 2017 entered amongst the Purchaser (as the borrower) and ICICI Bank Limited, Export-Import Bank of India, Aditya Birla Finance Limited and IDFC (Infrastructure Development Finance Company) First Bank (as the lenders);

(c) the Tranche E loan agreement dated 15 December 2017 entered amongst the Purchaser (as the borrower) and ICICI Bank Limited, Export-Import Bank of India, Aditya Birla Finance Limited and IDFC (Infrastructure Development Finance Company) First Bank (as the lenders);

(d) the bilateral loan agreement dated 15 December 2015 entered between the Purchaser (as the borrower) and ICICI Bank Limited (as the lender);

(e) the bilateral loan agreement dated 15 April 2016 entered between the Purchaser (as the borrower) and ICICI Bank Limited (as the lender);

(f) the bilateral loan agreement dated 10 August 2018 entered between the Purchaser (as the borrower) and ICICI Bank Limited (as the lender);

(g) the loan agreement dated 28 September 2018 entered amongst Manipal Hospitals (Dwarka) Private Limited (as the borrower) and ICICI Bank Limited and Aditya Birla Finance Limited (as the lenders);

(h) the loan agreement dated 16 December 2013 entered amongst Manipal Health Enterprises International Pte Ltd (as the borrower) and ICICI Bank Limited Bahrain / Export-Import Bank of India (London) (as the lender); and

(i) the loan agreement dated 22 October 2019 entered between Manipal Hospitals SDN BHD (as the borrower) and RHB Bank Berhad (as the lender).

Purchaser Lenders means the lenders of the Purchaser under the Purchaser Lender Agreements.

Purchaser Lenders Consent means written consents of the Purchaser Lenders pursuant to the Purchaser Lender Agreements in relation to the consummation of the Transaction.

Purchaser Warranties mean the warranties of the Purchaser set forth in Schedule 3.

Purchaser's Group means the Purchaser and its Affiliates.

Purchaser's Nominee means a resident Indian nominated by the Purchaser to hold ten thousand (10,000) ordinary shares of the Company (being all of the Residual Shares) (on behalf of the Purchaser) and notified to the Seller in writing no later than five (5) Business Days prior to Completion.

Purchaser's Shareholders' Agreement means the agreement among the Purchaser, TPG Asia VI SF Pte. Ltd., Imperius Healthcare Investments Pte. Ltd., Manipal Global Health Services, and other promoters of the Purchaser, dated as of 24 July 2017 (as amended or modified from time to time).

Real Property Leases has the meaning given in paragraph 1.11.2 of Schedule 4.

Recourse Claim means a Claim under clause 8.2 (other than clause 8.2(f)) or an Excluded Claim.

Recourse Claim Date means the date falling eighteen (18) months from Completion.

Reference Rate means on a particular day, the Rupee to dollar reference rate, expressed as the amount of Rupee per one dollar, reported by the Reserve Bank of India which appears on the Reuters Screen FBIL page at approximately 12:30 p.m., Mumbai time.

Related Person means:

(a) in the case of a body corporate, any subsidiary or holding company of that body corporate and any subsidiary of any such holding company, in each case from time to time;

(b) in the case of an individual, any spouse and/or lineal descendant by blood or adoption of that individual or any person(s) acting in the capacity of trustee(s) of a trust of which that individual is the settlor; and

(c) in the case of a limited partnership, any nominee or trustee of the limited partnership, the partners in that limited partnership or their nominees, any investment manager or investment adviser to the limited partnership and any other investment fund managed or advised by any such person.

Relevant Purchaser Shares means the relevant percentage of equity shares in the Purchaser calculated pursuant to the Discharge Equity Compensation which are required to be issued to the Seller in accordance with clause 4.4.

Relevant Purchaser Shares Subscription Agreement means the subscription agreement in the form agreed to pursuant to Clause 5.2(i) and executed in accordance with Clause 4.4(d), which shall have the warranties set out in Schedule 10.

Relevant Purchaser Shares Tax Notice has the meaning given in clause 9.12.

Residual Shareholders means Dr. Nandakumar Jairam and Jagannath Mudumbi Selvanarayan.

Residual Shares means the ten thousand (10,000) ordinary shares of the Company held by the Residual Shareholders in the following proportions:

(a) five thousand (5,000) ordinary shares of the Company held by Dr. Nandakumar Jairam; and

(b) five thousand (5,000) ordinary shares of the Company held by Jagannath Mudumbi Selvanarayan.

Residual Shares Purchase Price means INR 50,000 (Rupees fifty thousand).

Resolved Fraud Claim has the meaning given in clause 12.26.

Resolved Recourse Claim means a Recourse Claim that has been:

(a) agreed in writing between the Purchaser and the Seller to be withdrawn, discontinued or settled; or

(b) determined in accordance with clauses 12.39 and 12.40.

Resolved Withholding Tax Demand Claim means:

(a) a Withholding Tax Demand Claim that has been agreed in writing between the Purchaser and the Seller to be withdrawn, discontinued or settled;

(b) a Withholding Tax Demand Claim in relation to which any payment is made by the Purchaser to any Taxation Authority pursuant to clause 8.26(e); or

(c) determined in accordance with clauses 12.39 and 12.40.

Responding Party has the meaning given in clause 8.24.

Restricted Customer has the meaning given in clause 12.7(b).

Rupee Finance Agreements means each of:

(a) the rupee loan agreement entered into between the Company as borrower and ICICI Bank Limited as lender dated 31 December 2018;

(b) the rupee loan agreement entered into between the Company as borrower and IndusInd Bank Limited as lender dated 15 January 2019;

(c) the amended and restated rupee loan agreement entered into between the Company as borrower and RBL Bank Limited as lender and facility agent dated 15 January 2019;

(d) the Rupee Working Capital Facility Agreement;

(e) the deed of promoter undertaking entered into between the Seller as promoter and Axis Trustee Services Limited as security trustee dated 16 January 2019;

(f) the deed of sponsor undertaking entered into between International Columbia US, LLC as sponsor and Axis Trustee Services Limited as security trustee dated 15 January 2019;

(g) the deed of corporate guarantee entered into between the Seller as guarantor and Axis

Trustee Services Limited as security trustee dated 15 January 2019;

(h) the deed of corporate guarantee entered into between International Columbia US, LLC as guarantor and Axis Trustee Services Limited as security trustee dated 15 January 2019;

(i) the assignment deed entered into between RBL Bank Limited as the existing lender and SBM Bank India Limited as the new lender dated 17 February 2020; and

(j) the Rupee Seller Pledge Agreements.

Rupee Lenders means the lenders to the Company under the Rupee Finance Agreements.

Rupee Lenders Consents means written consents of the Rupee Lenders to:

(a) waive any restriction in the Rupee Finance Agreements prohibiting or otherwise restricting the sale of the Shares by the Seller to the Purchaser; and

(b) release each of the Seller and International Columbia US, LLC within forty-five (45) days from Completion, from all their respective obligations and liabilities under the Rupee Finance Agreements.

Rupee Seller Pledge Agreements means:

(a) the deed of pledge entered into by the Seller as pledgor, Axis Trustee Services Limited as security trustee and the Company as borrower dated 18 October 2019; and

(b) the non-disposal undertaking entered into by the Seller, Axis Trustee Services Limited as security trustee and the Company as borrower dated 18 October 2019.

Rupee Working Capital Facility Agreement means the working capital facility agreement entered into by between the Company as borrower and RBL Bank Limited as lender dated 15 January 2019.

Sale Process Materials has the meaning given in clause 6.4(a)(ii).

SAR means the performance unit plan implemented by International Columbia US, LLC pursuant to which certain current or past employees and / or consultants of the Company are eligible to receive cash payments directly from International Columbia US, LLC as disclosed in folders 15.3.436 to 15.3.443 in the Virtual Data Room.

Seller Fundamental Warranties means the Seller Warranties set forth in the following paragraphs of Schedule 4:

(a) 1.1 (*Existence – Incorporation*),

(b) 1.3 (*Authority, capacity and solvency*),

(c) 1.4 (*Absence of violation*);

(d) 1.6 (*Ownership of the Shares and the Residual Shares*); and

(e) 1.7.1 (*The Company – Capitalization*).

Seller Releasee has the meaning given in clause 8.18.

Seller Warranties mean the warranties of the Seller set forth in Schedule 4.

Seller's Account means the Seller's dollar-denominated account, details of which shall be notified to the Purchaser in writing no later than five (5) Business Days prior to Completion.

Seller's Claim Accounts means the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account.

Seller's Claim Accounts Escrow Agreement means the escrow agreement between the Seller, the Purchaser and the bank (acting as an escrow agent) in Mauritius if the Purchaser elects in writing to exercise its right pursuant to clause 4.11.

Seller's Group means the Seller and its Affiliates.

Seller's Recourse Claim Account means a non-lien interest-bearing dollar-denominated account to be opened by the Seller in Mauritius, or a non-lien interest-bearing dollar-denominated account to be opened by the Seller with a bank (acting as an escrow agent) in Mauritius if the Purchaser elects in writing to exercise its right pursuant to clause 4.11.

Seller's Withholding Tax Demand Claim Account means a non-lien interest-bearing dollar-denominated account to be opened by the Seller in Mauritius, or a non-lien interest-bearing dollar-denominated account to be opened by the Seller with a bank (acting as an escrow agent) in Mauritius if the Purchaser elects in writing to exercise its right pursuant to clause 4.11.

Senior Personnel means each of Dr. Nandakumar Jairam (Chief Executive Officer) and Jagannath Mudumbi Selvanarayan (Chief Financial Officer) and any Chief Operating Officer appointed by the Company (if any person holds such a title on the relevant date).

Separation Agreements means:

(a) the information technology license and warranty agreement dated 13 January 2020 between the Company and Columbia Asia Healthcare Sdn. Bhd.; and

(b) the Trademark License Agreement.

Settlement has the meaning given in clause 8.25.

Shares means all of the ordinary shares of the Company held by the Seller.

Shares (Grandfathered) means all of Shares acquired by the Seller before 1 April 2017.

Shares (Non-Grandfathered) means all of the Shares acquired by the Seller on or after 1 April 2017.

SIAC Rules has the meaning given in clause 12.40.

Surviving Provisions means clauses 1, 2, 8.20, 8.21, 8.22, 8.23, 10, 11 and 12 (other than clauses 12.2, 12.4, 12.10, 12.11, 12.14, 12.15 and 12.34).

Tax or **Taxation** means all forms of taxation (which includes any income-tax, capital gains tax, minimum alternate tax, dividend distribution tax, advance tax, self-assessment tax, tax deducted and/or deductible at source, withholding tax, or any income-tax payable in the capacity of a representative assessee) in Mauritius and India, whether direct or indirect and other legal transaction taxes and duties (including stamp duty) and, goods and services tax and any other taxes whether levied by reference to actual, deemed, gross or net income, profits, gains, net wealth, asset values, turnover, added value, receipt, payment, sale, use, occupation, franchise or values or other reference, and all related penalties, charges, cess, fees, surcharges, fines, costs and interest relating thereto or which arise as a result of the failure to pay any Tax on the due date or to comply with any obligation relating to Tax.

Tax Returns means all material returns or declarations relating to Taxes.

Tax Treaty means the convention between the Government of the Republic of India and the Government of Mauritius for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital Gains, and for the Encouragement of the Mutual Trade and Investment (as amended from time to time).

Taxation Authority means any taxing or other Governmental Authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any Law in relation to Taxation.

Third Party Claim has the meaning given in clause 8.24(b).

Third Party Payment has the meaning given in clause 8.11(b).

Trademark License Agreement means the trademark license agreement dated 13 January 2020 between the Company and Columbia Asia Healthcare Sdn. Bhd.

Transaction means the transactions contemplated by the Transaction Documents.

Transaction Documents means this Agreement, the Disclosure Letters, the Seller's Claim Accounts Escrow Agreement (if applicable), the New Shareholders' Agreement (if applicable), the Relevant Purchaser Shares Subscription Agreement (if applicable) and each document in the agreed form that is specified to be a Transaction Document.

Transferee has the meaning given in clause 9.9.

UDD means the Urban Development Department of West Bengal Government.

Unit General Manager means the nine (9) natural persons designated by the Company as at the date of this Agreement as the general managers of the various hospitals operated by the Company and the one (1) natural person designated by the Company as the senior manager for the hospital unit in Doddaballapur. **Vendor Due Diligence Reports** means:

(a) the Legal Due Diligence Report dated 1 November 2019 prepared by Cyril Amarchand Mangaldas;

(b) the Legal Due Diligence Report dated 1 November 2019 prepared by Murali & Co;

(c) the Financial Due Diligence Report dated 22 October 2019 prepared by Ernst & Young; and

(d) the Tax Due Diligence Report dated 22 October 2019 prepared by Ernst & Young.

Virtual Data Room means the electronic data room in respect of the Company made available to the Purchaser and its advisers titled "Project Tacoma 2 - Live" on Intralinks as at the date falling one (1) Business Day prior to the date of this Agreement, three (3) copies of which have been provided by the Seller to the Purchaser on CD or USB promptly after the date of this Agreement.

W&I Insurance Policy means any warranties and indemnities insurance policy (including any one or more 'excess' policies), obtained by the Purchaser at its sole discretion, at any time before or on Completion, and that covers Losses in respect of Claims in relation to any or all of the Seller Warranties.

Withholding Tax Amount with respect to the Seller shall mean the amount of Tax determined by a Big4 Accounting Firm in the computation provided by the Seller pursuant to clause 5.1(f)(i) as required to be withheld by the Purchaser in accordance with the provisions of the Income Tax Act for the Shares acquired by the Seller on or after 1 April 2017.

Withholding Tax Demand has the meaning given in clause 8.2(f).

Withholding Tax Demand Claim means a Claim under clause 8.2(f).

Withholding Tax Demand Claim Cap has the meaning given in clause 8.4(d)(iii).

Withholding Tax Demand Claim Date means the date falling twenty-four (24) months from Completion.

Withholding Tax Notice has the meaning given in clause 8.26.

1.2 References to **clauses** and **sub-clauses** are to the clauses and sub-clauses of this Agreement and references to **paragraphs** are to the paragraphs of the Schedules to this Agreement.

1.3 References to the **Schedules** are to the schedules to this Agreement, which form part of this Agreement and have the same force and effect as if set out in the body of this Agreement.

1.4 References to **dollars, US$** or **$** are to United States Dollars unless otherwise expressly stated.

1.5 References to **Rupees** or **INR** are to Indian Rupees unless otherwise expressly stated.

1.6 Where any capitalised term is defined within a particular clause in the body of this Agreement, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement.

2. Interpretation

2.1 The table of contents and headings to clauses and Schedules and are included for ease of reference only, and are not to affect the interpretation of this Agreement.

2.2 In this Agreement, unless expressly stated otherwise:

(a) the words **include** or **including** (or any similar term) are not to be construed as implying any limitation;

(b) general words shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;

(c) words indicating gender shall be treated as referring to the masculine, feminine or neuter as appropriate;

(d) a reference to a statute, statutory provision or subordinate legislation (**legislation**) refers to such legislation as it is in force at the date of this Agreement;

(e) any reference to any document other than this Agreement is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of this Agreement) at any time;

(f) references to the time of day are to India Standard Time;

(g) a reference to a **subsidiary** or a **holding company** are to be construed in accordance with their definitions in the Companies Act 2013;

(h) a reference to something being **in writing** or **written** includes any mode of representing or reproducing words in visible form that is capable of reproduction in hard copy form, including words transmitted by email but excluding any other form of electronic or digital communication;

(i) any reference to a **Person** or **person** includes any individual, body corporate, trust, partnership, joint venture, unincorporated association or governmental, quasi-governmental, judicial or regulatory entity (or any department, agency or political sub-division of any such entity), in each case whether or not having a separate legal personality, and any reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established;

(j) any reference to a **person** includes, where the context permits, its permitted successors, permitted assigns and permitted transferees and any person or persons deriving title therefrom;

(k) any reference to any Indian legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than India, be deemed to include what most nearly approximates in that jurisdiction to the Indian legal term; and

(l) references to a document in **agreed form** are to that document in the form agreed in writing by or on behalf of the Seller and the Purchaser on or prior to the date of this Agreement.

3. Sale and purchase

Agreement to sell and purchase

3.1 On and subject to the terms of this Agreement (including fulfilment of the Conditions set out in clauses 5.1 and 5.2), the Seller shall sell and shall cause the Residual Shareholders to sell and the Purchaser shall purchase, the Shares and the Residual Shares (directly and/or through the Purchaser's Nominee), together with all rights attached or accruing to such Shares and the Residual Shares on the Completion Date, free of any Encumbrance.

3.2 The Purchaser agrees and acknowledges that it shall be liable to, and shall indemnify and keep indemnified, the Seller, for any Losses incurred or suffered by the Seller or International Columbia US, LLC as a result of the guarantees, indemnities, assurances or undertakings provided by them pursuant to the Rupee Finance Agreements remaining outstanding after Completion.

4. Consideration

Amount

4.1 The aggregate purchase price payable by the Purchaser for the Shares is the Aggregate Purchase Price, and the aggregate purchase price payable by the Purchaser's Nominee for the Residual Shares is the Residual Shares Purchase Price. The Purchaser and the Seller agree that the Aggregate Purchase Price payable by the Purchaser to the Seller shall be free and clear of all deductions, withholdings, counterclaims or set-off of any kind, save for deduction of the Withholding Tax Amount at the time of payment of the Completion Payment and set-off with respect to the Deferred Payment in accordance with clause 4.2.

4.2 The Deferred Payment (and thus the Aggregate Purchase Price) shall be deemed to be reduced by the amount of any payment made by the Seller to the Purchaser or any other Person for any Claim, including set-off (if any) against the Deferred Payment (in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million) on the Deferred Payment Date) pursuant to clause 8.16 below and clause 12.26 below, amounts paid to the Purchaser from the Seller's Claim Accounts (if any) pursuant to clause 4.8 below, and the assertion by the Purchaser of a claim or its rights (as the case may be) pursuant to clause 8.17 below.

4.3 The Aggregate Purchase Price shall be paid in the following amounts and at the following times:

(a) the Completion Payment (subject to deduction of the Withholding Tax Amount) shall be paid in cash at Completion to the Seller's Account;

(b) subject to clauses 4.3(c), 4.4, 8.16 or 12.26 below, the Deferred Payment shall be the Deferred Payment Cash Consideration, and shall be paid in cash on the Deferred Payment Date to the Seller's Account;

(c) at any time after the date falling eighteen (18) months from Completion but prior to the Deferred Payment Date, if the Purchaser, in its sole discretion, decides to discharge the Deferred Payment Cash Consideration, the Purchaser shall inform the Seller of its intent and the Parties shall use best efforts to engage in commercial discussions to agree to an amount payable by the Purchaser to the Seller as the Deferred Payment Cash Consideration, such amount shall in all events be more than the INR equivalent of US$ 144,000,000 (United States Dollar one hundred forty four million) and less than US$ 149,760,000 (United States Dollar one hundred forty-nine million seven hundred and sixty thousand), in each case, based on the Reference Rate on the date falling three (3) Business Day prior to the Completion Date; and

(d) at any time on or prior to the date falling eighteen (18) months from Completion, if the Purchaser, in its sole discretion, decides to discharge the Deferred Payment Cash Consideration, the Purchaser shall inform the Seller of its intent and shall pay the Seller the INR equivalent of US$ 144,000,000 (United States Dollar one hundred forty four million) based on the Reference Rate on the date falling three (3) Business Day prior to the Completion Date.

4.4 If the Purchaser fails to comply with its obligations pursuant to clause 4.3(b), or if the Seller issues a notice pursuant to the occurrence of any event specified in clause 4.5 below, because the Purchaser is unable to pay the Deferred Payment in cash on the date it is due and payable, the Deferred Payment Cash Consideration may, subject to clauses 8.16 or 12.26 below, be satisfied and discharged by the Purchaser issuing the Relevant Purchaser Shares to the Seller. Such Relevant Purchaser Shares shall be issued on the following terms:

(a) free of any Encumbrance with the Purchaser being the sole legal and beneficial owner of the Relevant Purchaser Shares;

(b) free and clear of all deductions, withholdings, counterclaims or set-off of any kind, (save for set-off against the Deferred Payment (in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)) on the Deferred Payment Date in accordance with clause 8.16(a), clause 8.16(b) and less the Due Fraud Claim Amount that is satisfied by way of set-off against the Deferred Payment on the Deferred Payment Date in accordance with clause 12.26);

(c) together with all rights attached or accruing to such Relevant Purchaser Shares;

(d) pursuant to the Relevant Purchaser Shares Subscription Agreement; and

(e) the Seller shall enter into the New Shareholders' Agreement, and in any event, the Seller shall be provided with rights set out in Schedule 11,

within thirty (30) days of the Purchaser's failure to comply with its obligations pursuant to clause 4.3(b). The resolutions required to be passed by the board and the shareholders of the Purchaser at the time of, and for the issuance of the Relevant Purchaser Shares, shall be in the agreed form.

In such a situation, the obligation of the Purchaser shall include the sole obligation to obtain any consent, approval, clearance, no-objection or undertake any filing or the like, as may be required under applicable Law whether from a Governmental Authority or from any other person, for the performance of such act, provided, however if the issue of the Relevant Purchaser Shares requires any consent, approval, clearance, no-objection or undertake any filing or the like as a result of any voluntary act, omission or condition of the Seller or the Seller's Group, as the case may be, then the Seller shall have the sole obligation to obtain such approval and the period of thirty (30) days shall stand extended till such time the approval is procured.

In furtherance of such obligations, the relevant Party shall use its best efforts, including to make all necessary applications or filings, diligently following-up, responding promptly to all queries and clarifications sought by the relevant Governmental Authority or relevant Person, promptly appealing against any adverse decision or ruling in this regard and taking such other steps as may be expected of a reasonable person to take under the circumstances. Each Party agrees to use commercially reasonable efforts to assist the other Party in obtaining any such consent, approval, clearance, no-objection or the like.

4.5 Upon the occurrence of any of the following events after Completion, the Seller may by written notice to the Purchaser declare the Deferred Payment (together with all interest accrued pursuant to clause 12.16) due and payable on the fifth (5^{th}) Business Day following the occurrence of such event:

(a) a moratorium is declared in respect of any financial indebtedness of the Purchaser under the IBC;

(b) an application is filed for the insolvency of the Purchaser before the National Company Law Tribunal under the IBC or any other similar or analogous legislation, which is not set aside within ninety (90) days of the filing;

(c) the admission of any application by the National Company Law Tribunal to initiate corporate insolvency resolution process against the Purchaser which is not set aside within ninety (90) days of admission;

(d) the passage of a resolution by the members of the Purchaser to initiate a voluntary liquidation process under the IBC or any voluntary winding-up of the Purchaser, other than pursuant to the Permitted Amalgamation;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Purchaser or any substantial portion of the Purchaser's assets;

(f) any application is filed for the winding up, dissolution or administration of the Purchaser, which is not set aside within ninety (90) days of filing;

(g) any event occurs or proceeding is taken in relation to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses (a) to (f) above;

(h) a creditor or encumbrancer attaches or takes possession of, or levies or enforces another legal process on or against, a substantial portion of the Purchaser's goods or assets that has an adverse impact on the Purchaser's ability to meet its payment obligations pursuant to the Transaction Documents, and such attachment, possession or process is not discharged or stayed within ninety (90) days;

(i) other than in connection with the Permitted Amalgamation, the Purchaser suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(j) Manipal Global Health Services ceases to, either alone or acting in concert and whether directly or indirectly:

  (i) be the beneficial owner of more than forty per cent. (40%) of the issued share capital or voting rights in the Purchaser; or

  (ii) have the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of the Purchaser by virtue of any powers conferred by articles of association or any other contract or legally binding document;

(k) the approval for any of the matters set forth in the resolutions referred to in clause 5.2(g) has been revoked, withdrawn or superseded in any manner, and such approval is not reinstated within fourteen (14) days of its revocation, withdrawal or being superseded;

(l) any time on or after 31 March 2022, any financial creditor of the Purchaser becomes entitled to declare at least INR 500,000,000 (Rupees five hundred million) of financial indebtedness of the Purchaser due and payable prior to its specified maturity as a result of an event of default (howsoever described) arising pursuant to a breach of the financial covenants under the relevant financing agreements of the Purchaser, and such event of default (howsoever described) remains uncured or un-waived within thirty (30) Business Days by the relevant financial creditor(s) entitled to waive such event of default; or

(m) any financial creditor of the Purchaser becomes entitled to declare at least INR 500,000,000 (Rupees five hundred million) of financial indebtedness of the Purchaser due and payable prior to its specified maturity as a result of a default or an event of default (howsoever described) arising in relation to a breach of any covenant under the relevant financing agreement (other than any financial covenants specified in clause 4.5(l) above), and such default or event of default (howsoever described) remains uncured or un-waived within thirty (30) Business Days by the relevant financial creditor(s) entitled to waive such default or event of default.

4.6 Any payment required to be made pursuant to this clause 4 shall be made by the Purchaser or the Seller, as the case may be, by wire transfer of, immediately available funds to such account as may be designated in writing by the Purchaser or the Seller (as applicable).

Seller's Claim Accounts

4.7 The Seller agrees that the amounts standing to the credit of the Seller's Recourse Claim Account and Seller's Withholding Tax Demand Claim Account shall only be used in accordance with the provisions set out in clauses 4.8, 4.9, 4.10, 4.11, 4.12, 8.4(d)(v) and 8.4(d)(vii).

4.8 The Seller undertakes that:

(a) where an Outstanding Recourse Claim by the Purchaser becomes a Resolved Recourse Claim after the Recourse Claim Date, the Purchaser is entitled to have recourse to the Seller's Recourse Claim Account for such Resolved Recourse Claim, and subject to clause 4.10 below, the Seller shall pay from the Seller's Recourse Claim Account such Due Recourse Claim Amount to the Purchaser to satisfy such Resolved Recourse Claim, or, if the Purchaser elects in writing to exercise its right pursuant to clause 4.11, the Seller shall instruct the Escrow Bank to release from the Seller's Recourse Claim Account such Due Recourse Claim Amount to the Purchaser; and

(b) where an Outstanding Withholding Tax Demand Claim by the Purchaser becomes a Resolved Withholding Tax Demand Claim after the Withholding Tax Demand Claim Date, the Purchaser is entitled to have recourse to the Seller's Withholding Tax Demand Claim Account for such Resolved Withholding Tax Demand Claim, and subject to clause 4.10 below, the Seller shall pay from the Seller's Withholding Tax Demand Claim Account such Due Withholding Tax Demand Claim Amount to the Purchaser to satisfy such Resolved Withholding Tax Demand Claim and such amount shall be immediately deposited by the Purchaser with the relevant Taxation Authority (if not already deposited by the Purchaser), or, if the Purchaser elects in writing to exercise its right pursuant to clause 4.11, the Seller shall instruct the Escrow Bank to release from the Seller's Withholding Tax Demand Claim Account such Due Withholding Tax Demand Claim Amount to the Purchaser and such amount shall be immediately deposited by the Purchaser with the relevant Taxation Authority (if not already deposited by the Purchaser).

Without prejudice to the Seller's obligation under this Agreement, if requested in writing by the Purchaser but at the Purchaser's sole cost and expense, the Seller shall use commercially reasonable efforts in cooperating with the Purchaser in connection with making all necessary applications to any Governmental Authority in India to establish the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account in accordance with clause 4.11, or in connection with the receipt by the Purchaser of the Due Recourse Claim Amount or the Due Withholding Tax Demand Claim Amount in accordance with this clause 4.8.

4.9 If at any time:

(a) the amounts standing to the credit of the Seller's Recourse Claim Account exceeds the aggregate amount specified in the Claim Notices (which may include any interest, charge, fees, required to be paid pursuant to such Claim Notices, but solely to the extent the Purchaser is entitled to make a Claim for such amounts in accordance with the terms of this Agreement) for Outstanding Recourse Claims that remain unresolved as at such time, the Seller shall be entitled to withdraw from the Seller's Recourse Claim Account an amount equal to such excess; or

(b) the amounts standing to the credit of the Seller's Withholding Tax Demand Claim Account exceeds the aggregate amount specified in the Claim Notices (which may include any interest, penalty, charge, fees, required to be paid pursuant to such Claim Notices, but solely to the extent the Purchaser is entitled to make a Claim for such amounts in accordance with the terms of this Agreement) for Outstanding Withholding Tax Demand Claims that remain unresolved as at such time, the Seller shall be entitled to withdraw from the Seller's Withholding Claim Account an amount equal to such excess.

If and to the extent that there are any Outstanding Recourse Claims that are based upon a contingent liability and such liability does not become an actual liability prior to the date falling thirty (30) months after the Completion Date, the Seller shall be entitled to withdraw from the Seller's Recourse Claim Account an amount equal to such Outstanding Recourse Claim.

4.10 If and to the extent there are any Outstanding Withholding Tax Demand Claims that are based upon a contingent liability and such liability does not become an actual liability on or prior to the date falling forty-two (42) months after the Completion Date, the Seller shall be entitled to withdraw from the Seller's Withholding Tax Demand Claim Account an amount equal to such Outstanding Withholding Tax Demand Claims; provided that if the Seller issues a Seller Election Notice, the Seller shall retain an amount equal to such Outstanding Withholding Tax Demand Claims in the Seller's Withholding Tax Demand Claim Account until such time such Outstanding Withholding Tax Demand Claims become Resolved Withholding Tax Demand Claims (notwithstanding the expiry of the date falling forty-two (42) months after the Completion Date). The Seller and the Purchaser agree that the interest accruing on the amounts standing to the credit of the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account shall be for the sole benefit of the Seller, and the Seller and the Purchaser each agree that the Seller may withdraw such interest in its sole discretion. The Parties agree that the Purchaser may not seek to recover against any interest accruing from time to time on the amounts standing to the credit of the Seller's Recourse Claim Account or the Seller's Withholding Tax Demand Claim Account for any Claims.

4.11 The Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account shall be established by the Seller under its name, unless the Purchaser elects and notifies the Seller (in writing), no later than the date falling sixty (60) Business Days prior to the Deferred Payment Date, for the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account to be established as escrow accounts with an escrow bank (the "**Escrow Bank**") in Mauritius under its name. Any fees payable to the Escrow Bank shall be borne equally by the Seller and the Purchaser. If the Purchaser elects for the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account to be established as an escrow account with the Escrow Bank in Mauritius by delivering a written notice of such election to the Seller, then the Parties undertake to cooperate with each other and use all reasonable endeavours to enter into an escrow agreement with the Escrow Bank governing the Seller's Recourse Claim Account and the Seller's Withholding Tax Demand Claim Account, which shall substantially be based on the provisions set out in clauses 4.8 to 4.12 (inclusive) and the terms set out in Schedule 8. If any term set out in Schedule 8 is inconsistent with the provisions set out in clauses 4.8 to 4.12 (inclusive), the provisions set out in clauses 4.8 to 4.12 (inclusive) shall prevail to the extent of such inconsistency.

4.12 The Seller hereby covenants and undertakes that it shall not:

(a) directly or indirectly, pending the determination of any Outstanding Recourse Claim, withdraw any amounts from the Seller's Recourse Claim Account (other than any interest accruing on the amounts standing to the credit of the Seller's Recourse Claim Account);

(b) directly or indirectly, pending the determination of any Outstanding Withholding Tax Demand Claim, withdraw any amounts from the Seller's Withholding Tax Demand Claim Account (other than any interest accruing on the amounts standing to the credit of the Seller's Withholding Tax Demand Claim Account);

(c) create any Encumbrance on the Seller's Recourse Claim Account or the Seller's Withholding Tax Demand Claim Account in any manner whatsoever; or

(d) utilize any amounts lying to the credit of Seller's Recourse Claim Account or the Seller's Withholding Tax Demand Claim Account (other than any interest accruing on the amounts standing to the credit of the Seller's Recourse Claim Account or the Seller's Withholding Tax Demand Claim Account),

in each case, except as contemplated pursuant to clauses 4.9 or 4.10 or otherwise in accordance with the terms of this Agreement.

5. Conditions to Completion

Purchaser's Conditions

5.1 The obligation of the Purchaser hereunder to purchase the Shares and the Residual Shares (directly and/or through the Purchaser's Nominee) is subject to the fulfilment, at or before the Long Stop Date, of each of the following conditions (all or any of which may be waived in whole or in part by the Purchaser in its sole discretion, other than the Conditions set forth in clauses 5.1(d), 5.1(k) or 5.1(l), each of which may only be waived with the written consent of both the Seller and the Purchaser):

(a) The Seller shall have performed and complied, in all material respects, with its obligations specified in clause 6.1.

(b) The Seller Warranties (except the Seller Fundamental Warranties) shall be true and accurate in all material respects as at the Completion Date (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date); and the Seller Fundamental Warranties shall be true and accurate in all respects as at the Completion Date (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date).

(c) On the Completion Date, there shall not be any Legal Proceedings, or any governmental, administrative, regulatory, official investigation or other official inquiry, in each case, restraining, enjoining or otherwise prohibiting the sale by the Seller or the Residual Shareholders of the Shares and the Residual Shares, respectively.

(d) Axis Trustee Services Limited (as the security trustee under the Rupee Seller Pledge Agreements) has agreed to release the Encumbrance over the Shares at or prior to Completion and the Rupee Lenders have provided the Rupee Lenders Consents, in the agreed form.

(e) Since the Audited Financial Statements Date there has been no Material Adverse Effect.

(f) The Seller shall have provided to the Purchaser the following:

(i) computation, from a Big4 Accounting Firm on a reliance basis, in the agreed form based on the Completion Payment and the Deferred Payment Cash Consideration:

(A) solely with respect to the Shares (Non-Grandfathered), confirming the capital gains tax required to be paid by the Seller on such Shares and the consequent Withholding Tax Amount applicable at Completion that the Purchaser shall withhold; and

(B) quantifying the capital gains tax and the consequent withholding tax amount applicable in respect of Shares (Grandfathered) for which the Seller is entitled to claim Tax Treaty benefits;

(ii) notwithstanding clause 5.1(f)(i) above, solely with respect to the Shares (Grandfathered), a “should” level opinion from a Big4 Accounting Firm on a reliance basis, in the agreed form, opining:

(A) that the Seller is eligible to claim exemption on the capital gains arising on the transfer of Shares (Grandfathered) as per the Tax Treaty;

(B) that no withholding Tax implication should arise on the Purchaser in connection with payment of consideration (for the acquisition of the Shares (Grandfathered)) to the Seller under the Income Tax Act; and

(C) that the Purchaser should not be liable for payment of any capital gain Taxes as a representative assessee on the gains arising from the sale of the Shares (Grandfathered) pursuant to the Transaction; and

(iii) copies of all the documents (including the permanent account number of the Seller, and the Seller’s current tax residency certificate for the entire Financial Year in which Completion takes place) provided to the Big4 Accounting Firm for the purposes of clauses 5.1(f)(i) and 5.1(f)(ii) above.

(g) The Seller shall have provided to the Purchaser an unqualified report from a Big4 Accounting Firm, in the agreed form and on a reliance basis, issued on a date not earlier than five (5) Business Days prior to the Completion Date, confirming that as on the date of such certificate, the Seller is not a party to any Tax proceedings nor has any notice been served under the Income Tax Act, which will render the proposed transfer of Shares under this Agreement as void.

(h) The Seller shall have delivered to the Purchaser reliance letters, in the agreed form, signed by Murali & Co. and Ernst and Young, granting the Purchaser reliance on their respective Vendor Due Diligence Reports on the terms stated therein.

(i) The Kolkata Lease shall have been mutated and registered in favour of the Company, and the Company shall have delivered a notice to the UDD intimating the UDD of the Seller's entry into this Agreement.

(j) The required commercial operations date for the hospital being constructed in Baner, Pune, in the amended and restated rupee loan agreement entered into between the Company as borrower and RBL Bank Limited as lender and facility agent dated 15 January 2019 shall have been extended until at least 1 October 2022.

(k) Receipt of unconditional approval in relation to the Transaction from the Competition Commission of India pursuant to Sections 5 and 6 of the (Indian) Competition Act, 2002, other than any condition mutually acceptable to both the Purchaser and the Seller (in each case, acting reasonably, provided that the imposition by the Competition Commission of India of any condition requiring the Purchaser to divest any of its assets or properties or to cease any of its existing business lines shall be a sufficient reason for the Purchaser to withhold its consent).

(l) Receipt of unconditional written approval from the Reserve Bank of India exempting and / or permitting this Transaction from the provisions of the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, including with respect to:

(i) the amount of the Deferred Payment exceeding twenty-five per cent. (25%) of the Aggregate Purchase Price;

(ii) the Deferred Payment Date exceeding eighteen (18) months from the date of this Agreement;

(iii) the Deferred Payment being discharged through the Discharge Equity Compensation pursuant to clause 4.4 above because the Purchaser is unable to pay the Deferred Payment in cash on the date it is due and payable;

(iv) if required under applicable Law, the indemnity set forth in clause 3.2 above; and

(v) the establishment and operation of the Seller's Claim Accounts, in respect of any and all Recourse Claims that are Outstanding Recourse Claims and all Withholding Tax Demand Claims that are Outstanding Withholding Tax Demand Claims, in each case, for the recovery by the Purchaser with respect to any such Claims, other than any condition mutually acceptable to both the Purchaser and the Seller (in each case, acting reasonably).

(m) The Baner Lease Deed shall have been executed, mutated and registered in favour of the Company.

(n) Receipt of the Purchaser Lenders Consent.

(o) The form of New Shareholders' Agreement shall have been agreed between the Seller and the Purchaser.

(p) The form of Relevant Purchaser Shares Subscription Agreement shall have been agreed between the Seller and the Purchaser.

Seller's Conditions

5.2 The obligation of the Seller hereunder to sell the Shares is subject to the fulfilment, at or before the Long Stop Date, of each of the following conditions (all or any of which may be waived in whole or in part by the Seller in its sole discretion):

(a) The Purchaser shall have performed and complied, in all respects, with the obligations required by clause 9.4 of this Agreement.

(b) The Purchaser Warranties shall be true and accurate in all respects as at the Completion Date (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date).

(c) On the Completion Date, there shall not be any Legal Proceedings, or any governmental, administrative, regulatory, official investigation or other official inquiry, in each case, restraining, enjoining or otherwise prohibiting the purchase by the Purchaser (directly and/or through the Purchaser's Nominee) of the Shares and the Residual Shares.

(d) Mitsui and Co, Ltd, being a substantial indirect investor in the Seller, having confirmed in writing to the Seller that it approves the transactions contemplated by this Agreement and the Transactions Documents.

(e) The Rupee Lenders having confirmed in writing that each of the Seller and International Columbia US, LLC shall be released from their respective guarantees, indemnities, assurances or undertakings provided by them pursuant to the Rupee Finance Agreements within forty-five (45) days from Completion.

(f) Unless the Purchaser informs the Seller in writing that it wishes to retain the Columbia India Brand (as defined in the Trademark License Agreement), the Columbia India Mark Undertaking Agreement has been duly executed by the Purchaser.

(g) The board of directors of the Purchaser and the shareholders of the Purchaser have passed unanimous written resolutions, and provided certified copies thereof to the Seller, approving the terms of this Transaction, which resolutions shall be in the agreed form.

(h) The form of New Shareholders' Agreement shall have been agreed between the Seller and the Purchaser.

(i) The form of Relevant Purchaser Shares Subscription Agreement shall have been agreed between the Seller and the Purchaser.

(j) Evidence that the definition of the "Promoter Initiated Exit Date" in the Purchaser's Shareholders' Agreement has been amended to mean "December 31, 2022" or such other date acceptable to the Seller as may be agreed between the parties to the Purchaser's Shareholder's Agreement.

(k) Within twenty-one (21) days from the date of this Agreement, the Purchaser has delivered to the Seller duly executed equity commitment letters (in agreed form) respectively from certain of the shareholders of the Purchaser, for an aggregate amount equal to the Completion Payment.

5.3 If:

(a) the Conditions set forth in clause 5.1 have not been satisfied or waived (other than those Conditions which must remain satisfied on Completion, but subject to the satisfaction of such Conditions as at such date) by the Purchaser by the Long Stop Date, the Purchaser shall be entitled by written notice to the Seller to terminate this Agreement; and

(b) the Conditions set forth in clause 5.2 have not been satisfied or waived (other than those Conditions which must remain satisfied on Completion, but subject to the satisfaction of such Conditions as at such date) by the Seller by the Long Stop Date, and solely in respect of the Condition set forth in clause 5.2(d), if the Seller receives any written notice from Mitsui and Co, Ltd. informing the Seller that it will not approve the transactions contemplated by this Agreement and the Transactions Documents, the Seller shall, in each case, be entitled by written notice to the Purchaser to terminate this Agreement prior to the Completion Date,

provided in each case under sub-clauses (a) and/ or (b) above that no Party shall have any claim under this Agreement of any nature whatsoever against any other Party, except in respect of any rights and liabilities which have accrued before termination or under any of the Surviving Provisions or clauses 5.5, 7.3 or 9.4.

5.4 The Seller and the Purchaser each agrees to use commercially reasonable efforts (including arranging meetings with the relationship managers of the Rupee Lenders), and the Purchaser agrees to provide reasonable assistance to the Seller, to procure such comfort as may be reasonably obtained to ensure that Axis Trustee Services Limited (as the security trustee under the Rupee Seller Pledge Agreements) agrees to release the Encumbrance over the Shares at or prior to Completion and the Rupee Lenders provide the Rupee Lenders Consents. The Purchaser agrees to, if requested by the Rupee Lenders:

(a) at Completion, (i) pledge an equivalent percentage of Shares (as were subject to the Encumbrance prior to the release by Axis Trustee Services Limited as contemplated pursuant to clause 5.1(d)) in favour of Axis Trustee Services Limited (on behalf of the Rupee Lenders), and (ii) enter into a non-disposal undertaking in favour of Axis Trustee Services Limited (on behalf of the Rupee Lenders) for the remaining Shares that are not subject to an Encumbrance, in each case, by entering into agreements substantially identical to the Rupee Seller Pledge Agreements;

(b) at Completion, enter into a deed of promoter undertaking and a deed of corporate guarantee in favour of Axis Trustee Services Limited (on behalf of the Rupee Lenders) in forms substantially identical to the equivalent Rupee Finance Agreements entered into by the Seller; and

(c) do all other things reasonably requested by the Rupee Lenders in connection with the request for the Rupee Lenders to provide the Rupee Lenders Consent.

5.5 In relation to the regulatory approvals contemplated under clauses 5.1(k) and 5.1(l) (the "**Identified Approvals**"):

(a) The Purchaser agrees to file the applicable form for notification (which shall be in a form mutually agreed between the Parties acting reasonably) with the Competition Commission of India, and the request for approval (which shall be in agreed form) to the Reserve Bank of India, in each case, within ten (10) Business Days of the date of this Agreement and diligently following-up, responding promptly to all queries, clarifications and information requests sought by the Competition Commission of India or the Reserve Bank of India, and the Seller agrees to provide reasonable assistance to the Purchaser, as the Purchaser may request from time to time;

(b) The Parties shall use best efforts to take commercially reasonable actions necessary to avoid, eliminate, and resolve any and all impediments under any applicable Law that may be asserted by any Governmental Authority or any other Person with respect to the delivery of the Identified Approvals; and

(c) The Parties shall use best efforts to take commercially reasonable actions to obtain all consents, approvals, and waivers under any applicable Law that may be required by any Governmental Authority to enable the Parties to obtain the Identified Approvals as promptly as practicable. The Parties shall, for this purpose:

(i) provide all information and take all other measures or actions that are required by any Governmental Authority, including for the purpose of obtaining the Identified Approvals, and comply as promptly as practicable with any reasonable requests for additional information requested by any Governmental Authority;

(ii) promptly notify the other Party and provide copies or, in the case of non-written communications, details of any communications from any such Governmental Authority relating to any consent, approval or action;

(iii) except for communications that are administrative or procedural in nature, communicate with any such Governmental Authority and provide the other Party (and / or their advisers) with copies of all such submissions, notifications, filings and other communications in the form submitted or sent;

(iv) (without limiting (iii) above) provide the other Party (or their advisers) with a final draft of all submissions, notifications, filings and other communications to any Governmental Authority at such time as will allow the other Party (or their advisers) a reasonable opportunity to provide comments and for such Party to take account of any reasonable comments of the other Party (or their advisers) on such drafts prior to their submission;

(v) where permitted by the Governmental Authority, allow persons nominated by the other Party to attend all meetings (and participate in all telephone or other conversations, except any conversations that are administrative or procedural in nature) with the Governmental Authority and to make oral submissions at the meetings (or in telephone or other conversations); and

(vi) regularly review with the other Party the progress of any notifications or filings (including, where necessary, seeking to identify appropriate commitments to address any concerns identified by any Governmental Authority) and discussing with the other Party the scope, timing and tactics of any such commitments with a view to obtaining the Identified Approvals from the Governmental Authority at the earliest reasonable opportunity, save that for these purposes each Party shall only be required to provide information of a commercially sensitive nature to Sellers' counsel on a counsel-to-counsel basis and shall not be required to take any action that would constitute a breach of Law, regulation or contract.

6. Period before Completion

6.1 Subject to clause 6.2, between the date of this Agreement and the Completion Date, the Seller shall and shall procure that the Residual Shareholders shall, exercise any and all rights it might have (including any voting rights attached to the Shares and the Residual Shares) to ensure that the Business is carried out in accordance with the matters specified in Schedule 1.

6.2 Clause 6.1 shall not operate so as to restrict or prevent:

(a) the completion or performance of any obligations undertaken in accordance with any arm's length contract or arrangement entered into by the Company or Navketan Nursing Home Private Limited in the ordinary course of business prior to the date of this Agreement;

(b) the utilisation of any available External Debt facilities entered into by the Company or Navketan Nursing Home Private Limited prior to the date of this Agreement in accordance with the Business Plan and / or in the ordinary course of business;

(c) any matter contemplated in this Agreement or the other Transaction Documents, including any fees and/or expenses of the Rupee Lenders in connection with procuring the Rupee Lenders Consents;

(d) any matter undertaken at the written request, or with the written consent (not to be unreasonably withheld), of the Purchaser;

(e) any compliance required by Law or any Governmental Authority;

(f) payment of any due and payable amount of, or in respect of, any Tax (in the ordinary course of business);

(g) any matter reasonably undertaken in an emergency or disaster or other serious situation with the intention of minimising or otherwise mitigating the adverse consequences or effect of that situation in relation to the Company (and of which the Purchaser will be promptly notified);

(h) any expenditure, transaction or other arrangement entered into in accordance with or otherwise specifically provided for in the Business Plan;

(i) any capital expenditure (other than in connection with the construction of the hospital in Baner, Pune) that does not individually or through a series of connected transactions exceed INR 20,000,000 (Rupees twenty million);

(j) any expenditure, transaction or other arrangement entered into in connection with the design, development, engineering, construction, commissioning or financing of the hospital in Baner, Pune, India to the extent and manner contemplated in the Construction Budget (Pune Baner), provided that the Seller shall notify the Purchaser prior to incurring any such expenditure, transaction or other arrangement that individually or through a series of transactions exceed INR 20,000,000 (Rupees twenty million);

(k) the refinancing or renewal of the Rupee Working Capital Facility Agreement on arms' length terms consistent with immediate past practice;

(l) the renewal of any expired or expiring revenue contract on arms' length terms in the ordinary course of business consistent with immediate past practice;

(m) the entry into revenue-based contracts with doctors on arms' length terms in the ordinary course of business consistent with immediate past practice, and provided that the percentage of revenue-sharing shall not exceed thirty per cent. (30%) of the revenue generated by the relevant doctor(s);

(n) the performance by the Company of its obligations in accordance with the Separation Agreements; or

(o) salary advances to certain employees of the Company (on a case-by-case and exceptional basis) consistent with immediate past practice, provided that the aggregate advance to any employee shall not exceed the sum of three (3) months of such employee's gross salary.

6.3 Without prejudice to any other obligation of the Seller under this Agreement, from the date of this Agreement until the Completion Date, the Seller shall provide the Purchaser all relevant information which comes to its Knowledge in relation to any fact or matter (which arises after the date of this Agreement) which constitutes a material breach of any Seller Warranties if the Seller Warranties were to be repeated at Completion (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date) by reference to the facts and circumstances then existing.

6.4 From the date of this Agreement until the Completion Date, upon reasonable prior notice, the Seller shall, and shall cause the Company to, afford the Purchaser reasonable access, during normal business hours, to the books and records of the Company, provided, however, that:

(a) in no event shall the Seller, the Company or their respective Affiliates be obligated to provide any:

(i) access or information in violation of any applicable Law;

(ii) bids or bid submission letters or packages (including, without limitation, proposed bidder mark-ups of draft documentation), the identity of any bidder, confidentiality or non-disclosure agreements, letters of intent, expressions of interest or other proposals received in connection with the "Project Tacoma 2" sale process or transactions comparable to the Transaction or any information or analysis relating to the foregoing or the pre-transaction restructuring or the drafting and negotiation of this Agreement, whether prepared by the Seller or the Company, or any of their respective Affiliates or any financial advisor, accountant, legal counsel or other consultant of any of the foregoing (collectively, the "**Sale Process Materials**"); or

(iii) information the disclosure of which would jeopardize any applicable privilege (including the attorney-client privilege) available to the Seller, the Company, or any of their respective Affiliates relating to such information, unless such disclosure is made to the Purchaser's counsel; and

(b) such access shall not unreasonably interfere with any of the businesses, personnel or operations of the Seller, the Company, or any of their respective Affiliates; and provided, further, that the auditors and accountants of the Seller, the Company, or any of their respective Affiliates shall not be obliged to make any work papers available to any person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants and, if applicable, the Purchaser (as the case may be).

If so reasonably requested by the Seller, the Purchaser shall enter into a customary joint defence agreement or common interest agreement with the Seller and the Company or their respective Affiliates, with respect to any information to be provided to the Purchaser pursuant to this clause 6.4. Notwithstanding anything to the contrary contained herein, prior to Completion, without the prior written consent of the Seller, which may be withheld for any reason, neither the Purchaser nor any person acting on its behalf shall contact any suppliers to, or customers of, the Seller or the Company or any of their respective Affiliates in connection with or with respect to this Agreement, or to otherwise discuss the business or operations of the Company with such suppliers or customers.

6.5 Prior to Completion, the Seller shall provide to the Purchaser the following information and documents (which are required by the Purchaser to file form 15CA and form 15CB with the Taxation Authority):

(a) the name, permanent account number, status, address and principal place of business of the Seller;

(b) the country to which remittance of the Aggregate Purchase Price is to be made to; and

(c) a copy of a declaration from the Seller that it does not have permanent establishment in India.

6.6 From the date of this Agreement until the earlier of (1) the Completion Date or (2) the date of termination of this Agreement, as the case may be, the Seller shall not (and shall procure that each member of the Seller's Group, and their respective directors, officers, employees, partners, agents and representatives, and the Residual Shareholders shall not), directly or indirectly:

(a) initiate, enter into, or participate in any negotiations with any person or entity (other than the Purchaser or any member of the Purchaser's Group, or their respective officers, employees, partners, agents or representatives) (such person, an "**Outside Party**") in relation to the sale or disposal of the Seller's or the Residual Shareholder's interest in the Company or of a material part of the Company's assets and/or undertakings (or any of them) (a "**Prohibited Sale**") or the creation of any third party right, interest or Encumbrance over the Seller's or the Residual Shareholder's interest in the Company or of a material part the Company's assets or undertakings;

(b) solicit interest from, or actively negotiate with any Outside Party in relation to a Prohibited Sale or enter into or participate in any discussions or negotiations with any Outside Party in connection with a Prohibited Sale; or

(c) provide information to any person (other than the Purchaser or any member of the Purchaser's Group or where required by applicable Law or regulation) in response to, or otherwise cooperate with, assist or participate in, any approach, proposal or offer relating to a Prohibited Sale or otherwise enter into any agreement with an Outside Party in relation to a Prohibited Sale.

6.7 From the date of this Agreement until the Completion Date, the Seller shall take commercially reasonable steps to facilitate the registration of the Company's application for the "Columbia India Hospitals" mark and shall not revoke any no-objection certificate issued by Columbia Asia Healthcare Sdn. Bhd. (if any) in connection with the Company's application for the "Columbia India Hospitals" mark.

6.8 Unless the Purchaser informs the Seller in writing that it wishes to retain the Columbia India Brand (as defined in the Trademark License Agreement), the Purchaser shall deliver to the Seller, prior to Completion, a copy of the Columbia India Mark Undertaking Agreement duly executed by it.

6.9 As soon as practicable following the date of this Agreement, the Seller shall use reasonable endeavours to provide the Purchaser with a list of the following (the "**Material Commercial Contracts FY2021**"):

(a) each revenue-generating contract entered into by the Company and agreements for supply of goods or services to the Company, in each case, entered into between 1 April 2020 and the date of this Agreement and when pro-rated across an entire financial year, would have a value in excess of INR 20,000,000 (Rupees twenty million) for the Financial Year ending 31 March 2021 (when pro-rated across the entire financial year); and

(b) each contract entered into by the Company between 1 April 2020 and the date of this Agreement that imposes any non-competition or exclusivity arrangement on the Company.

7. Completion

Date and place

7.1 Completion shall take place at the offices of Cyril Amarchand Mangaldas, 3rd Floor, Prestige Falcon Towers, 19, Brunton Road, Off M.G. Road, Bangalore 560 025:

(a) at 10.00 a.m. four (4) Business Days after the date the last of the Conditions have been satisfied or waived by the relevant Party (other than those Conditions which must remain satisfied on Completion, but subject to the satisfaction of such Conditions as at such date); or

(b) on such other date and time as the Parties may agree in writing.

Completion arrangements

7.2 At Completion, the Seller and the Purchaser shall comply with their respective obligations as specified in Schedule 2.

Breach of completion obligations

7.3 If any of the Seller or the Purchaser fails to comply with any obligation specified in Schedule 2, the Seller, in the case of non-compliance by the Purchaser, and the Purchaser, in the case of non-compliance by the Seller, shall be entitled by written notice to the other Parties, served on the day that would otherwise be the Completion Date, to:

(a) defer Completion for a period of up to ten (10) Business Days (in which case the provisions of this clause 7 shall apply to Completion as so deferred);

(b) require all Parties to effect Completion so far as practicable having regard to the defaults that have occurred; or

(c) terminate this Agreement,

in each case without prejudice to the rights of the other Parties under this Agreement (including the right to claim damages) or otherwise.

7.4 The obligation of any Party to comply with any of its obligations specified in Schedule 2 includes an obligation to obtain the consent, approval, clearance, no-objection or the like, as may be required under applicable Law whether from a Governmental Authority or from any other person, for the performance of such act. In furtherance of such obligation, such Party concerned shall use its best efforts, including to make all necessary applications or filings, diligently following-up, responding promptly to all queries and clarifications sought by the relevant Governmental Authority or relevant Person, promptly appealing against any adverse decision or ruling in this regard and such other steps as may be expected of a reasonable person to take under the circumstances.

8. Warranties, Remedies and Limitations

Warranties

8.1 Subject as provided in this Agreement:

(a) the Seller warrants to the Purchaser that each of the Seller Warranties (including the Seller Fundamental Warranties) is true and accurate in all respects at the date of this Agreement and as of the Completion Date (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date); and

(b) the Purchaser warrants to the Seller that each of the Purchaser Warranties is true and accurate in all respects at the date of this Agreement and as of the Completion Date (except for warranties made as of a specified date, the accuracy of which shall be determined as of that specified date).

Specific indemnities

8.2 The Parties expressly agree that notwithstanding the disclosures made in the Disclosure Letters, the Seller agrees to indemnify and keep indemnified the Purchaser and the Company:

(a) from and against any and all Losses incurred or suffered by the Purchaser or the Company as a result of the Company's non-compliance with the provisions of the Minimum Wages Act, 1948 (as notified and applicable in the State of Karnataka) and any impact under other applicable Laws including without limitation, the Employee's Provident Fund and Miscellaneous Provisions Act 1952, the Payment of Bonus Act 1965 and the Payment of Gratuity Act 1972, in each case, due to the shortfall in the Company's payment of minimum wages in the State of Karnataka for the full time and / or contractual employees of the Company for the period prior to the Completion Date;

(b) from and against any and all Losses incurred or suffered by the Purchaser or the Company as a result of the Company's non-compliance with the provisions of the Payment of Bonus Act 1965;

(c) from and against any and all Losses incurred or suffered by the Purchaser or the Company as a result of the Company's non-compliance with the provisions of the Employee's Provident Fund and Miscellaneous Provisions Act 1952 for the period starting from1 March 2019 to 31 October 2019;

(d) from and against any and all Losses incurred or suffered by the Purchaser or the Company as a result of the Company's non-compliance on account of shortfall of payment of leave encashment amount to its outgoing employees;

(e) from and against all Losses incurred or suffered by the Purchaser or the Company as a result of any violation by the Company of the Prevention of Money Laundering Act 2002 for the period prior to the Completion Date;

(f) from and against all Losses incurred by the Purchaser solely as a result of any shortfall in withholding tax under the provisions of the Income Tax Act against the Purchaser or any Tax claimed by any Taxation Authority against the Purchaser as a representative assessee of the Seller under the provisions of the Income Tax Act, in each case, for gains arising from the sale of the Shares, based on the consideration being limited to the aggregate of the Completion Payment and the Deferred Payment Cash Consideration (a "**Withholding Tax Demand**"). For the avoidance of doubt, it is clarified that the liability of the Seller under this clause would be limited to and determined based on such aggregate consideration, based on the same approach as adopted in the Withholding Tax Demand raised against the Purchaser by the Indian Taxation Authority;

(g) from and against any and all Losses incurred or suffered by the Company solely as a result of any recovery or shortfall in withholding tax or goods and service tax being assessed and levied by the Taxation Authority through an order against the Company due to the Company's failure to either withhold taxes or pay goods and service tax in accordance with applicable Law for the payouts made to the current or future consultants of the Company pursuant to the SARs granted by International Columbia US, LLC; or

(h) from and against any and all Losses incurred or suffered by the Purchaser and / or the Company solely as a result of (i) receipt of buyback fee for transfer or absolute assignment of rights in Care21 software by the Company to Columbia Asia Healthcare Sdn. Bhd. and payment of license fee by the Company to Columbia Asia Healthcare

Sdn. Bhd. under the Software Buyback and License Agreement dated 12 September 2019; or (ii) receipt of license and service fee from Columbia Africa Healthcare Limited, Kenya during the Financial Year ending 31 March 2020, in each case, as covered under the transfer pricing study report of the Company prepared pursuant to the Income Tax Act for Financial Year ending 31 March 2020.

8.3 **No representation and no other warranties**

(a) The Seller Warranties are the sole warranties given to the Purchaser in connection with the Transaction, and the Purchaser acknowledges and agrees that it does not rely on, and has not been induced to enter into this Agreement or the Transaction on basis of, and the Seller hereby disclaims any liability for, any representations, indemnities, warranties (whether express or implied) or other statements other than the Seller Warranties. The Purchaser acknowledges that neither the Seller nor any of its Affiliates (including their respective directors, officers, employees, advisers, agents and other representatives) has given any such representations, indemnities, warranties (whether express or implied) or other statements including in relation to:

(i) other than the warranty as set forth in paragraph 1.24 of Schedule 4, the success or profitability of the Company or the information provided in connection with the Transaction (including the Data Room Information and the Vendor Due Diligence Reports), including as to their completeness or accuracy; or

(ii) the accuracy of any forecasts, estimates, projections, statements of intent or statements of opinion provided to the Purchaser (howsoever provided) on or prior to the date of this Agreement, including in the Disclosure Letters or in the documents provided to the Purchaser or its advisers or other representatives in the course of the Purchaser's due diligence exercise (including the Data Room Information).

The disclosure of any matter or item in any Schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed.

(b) In particular, in connection with its investigations, the Purchaser or its representatives may have received from the Seller, the Company or their respective directors, officers, employees, advisers and other representatives, projections, forecasts, business plan information, opinions and other statements or information (including the Vendor Due Diligence Reports and the Data Room Information). The Purchaser acknowledges that it relies on its own analysis to enter into this Agreement, and neither the Seller nor any member of the Seller's Group (including their respective directors, officers, employees, advisers and other representatives) make any representation or warranty, whether express or implied, other than the Seller Warranties.

Disclosure

(c) The Seller Warranties (other than the Seller Fundamental Warranties) are expressly made to the Purchaser subject to the disclosures contained in the Disclosure Letters, provided that for the purposes of clause 5.1(b) only, the Seller Warranties shall not be subject to the disclosures contained in the Disclosure Letter (Completion Date).

(d) The Purchaser shall not be entitled to claim that any fact, matter or circumstance causes any of the Seller Warranties (other than the Seller Fundamental Warranties) to be breached if and to the extent disclosed in the Disclosure Letters, provided that for the purposes of clause 5.1(b) only, any fact, matter or circumstance disclosed in the Disclosure Letter (Completion Date) shall be disregarded.

(e) In addition, notwithstanding any other provision to the contrary in this Agreement, the Seller Warranties (other than the Seller Fundamental Warranties) are expressly made to the Purchaser subject to any other disclosures contained in (i) this Agreement, including its Schedules, (ii) any of the Vendor Due Diligence Reports (save that the documents listed as having been reviewed in Annexure 1 of the Vendor Due Diligence Report issued by Cyril Amarchand Mangaldas and in Part E of the Vendor Due Diligence Report issued by Murali & Co shall not be included for the purposes of this clause 8.3(e) to the extent the contents of such documents are not reasonably summarised in such Vendor Due Diligence Report), or (iii) the Data Room Information, and consequently, the Seller shall have no liability for any breach of any such Seller Warranties (other than the Seller Fundamental Warranties) and the Purchaser shall not be entitled to make any claim for breach of a Seller Warranty (other than a Seller Fundamental Warranty) on the basis of facts, matters or circumstances which are disclosed therein, provided that, with respect to the Data Room Information only, the facts, matters or circumstances which are contained in the Data Room Information shall be deemed disclosed against the Seller Warranties (other than the Seller Fundamental Warranties) to the extent that they are Fairly Disclosed in the Data Room Information.

(f) In particular, the Purchaser acknowledges, confirms and agrees, that notwithstanding that the matters set out in the Disclosure Letters are disclosed against the particular Seller Warranties (other than the Seller Fundamental Warranties) against which they are referenced, such specific disclosures have, for convenience, been set out against those numbered clauses of the Seller Warranties to which they most obviously related, any such specific disclosure nevertheless shall apply to all Seller Warranties (other than the Seller Fundamental Warranties) to which they fairly and reasonably relate to and shall not be limited in any way to the specific numbered clauses of the Seller Warranties (other than the Seller Fundamental Warranties) to which it refers.

Time limitation for Claims; minimum and maximum Claim amounts

8.4 Notwithstanding anything in this Agreement to the contrary:

(a) the:

(i) Seller Warranties (except the Seller Fundamental Warranties) shall survive until the date that is three (3) years after the Completion Date;

(ii) Seller Fundamental Warranties shall survive until the date that is five (5) years after the Completion Date;

(iii) Claims under clause 8.2 (other than clause 8.2(f)) shall survive until the Recourse Claim Date;

(iv) Claims under clause 8.2(f) shall survive until the Withholding Tax Demand Claim Date, provided that if the Seller issues a Seller Election Notice, Claims under clause 8.2(f) in respect of which the Seller has issued a Seller Election Notice shall survive notwithstanding the expiry of the Withholding Tax Demand Claim Date; and

(v) Purchaser Warranties shall survive until the Recourse Claim Date, provided, however, that for avoidance of doubt and solely for purposes of a W&I Insurance Policy (if any), the Seller Warranties shall also survive Completion until the expiration of the applicable term of such W&I Insurance Policy;

(b) subject to clause 8.4(d) below:

(i) save and except in case of fraud and /or breach of any of the Seller's covenants and/or undertakings under this Agreement, the Seller shall have no liability pursuant to any Claim (other than a Claim under clause 8.2 or an Excluded Claim) until the aggregate amount of all Losses for such Claims incurred by the Purchaser equals or exceeds an amount equal to one per cent. (1.0%) of the Aggregate Purchase Price, in which event the Seller shall be liable for the amount of all such Losses only to the extent they are in excess of zero point five per cent. (0.5%) of the Aggregate Purchase Price;

(ii) the Seller shall have no liability pursuant to any Excluded Claim until the aggregate amount of all Losses for such Excluded Claims incurred by the Purchaser equals or exceeds an amount equal to INR 55,000,000 (Rupees fifty five million), in which event the Seller shall be liable for the entire amount of all such Losses commencing from nil and not only to the extent they are in excess of such amount; and

(iii) the Seller shall have no liability pursuant to any Claim under clause 8.2(a) through clause 8.2(h) (inclusive) (other than clause 8.2(e)) until the aggregate amount of all Losses for such Claims incurred by the Purchaser equals or exceeds an amount equal to INR 10,000,000 (Rupees ten million), in which event the Seller shall be liable for the entire amount of all such Losses commencing from nil and not only to the extent they are in excess of such amount;

(c) subject to clause 8.4(d) below, save and except in case of fraud:

(i) the Seller shall have no liability in respect of any Claim (other than a Claim under clause 8.2 or an Excluded Claim) arising from the same (or substantially the same) facts or circumstances where such Claims arising from the same (or substantially the same) facts or circumstances result in Losses incurred by the Purchaser of less than zero point one per cent. (0.1%) of the Aggregate Purchase Price and such item or group of items shall not be aggregated with any other item or group of items in order to make a Claim and shall not be taken into account for the purpose of clause 8.4(b), provided this clause 8.4(c)(i) shall not apply if in the aggregate such Claims exceed zero point one per cent. (0.1%) of the Aggregate Purchase Price but such item or group of items shall not be aggregated with any other item or group of items in order to make such a Claim. It is clarified this clause 8.4(c)(i) shall not limit or prevent the Purchaser from bringing a Claim arising from the same (or substantially the same) facts or circumstances where individually such Claims arising from the same (or substantially the same) facts or circumstances result in Losses of less than zero point one per cent. (0.1%) of the Aggregate Purchase Price but in aggregate they exceed such amount; and

(ii) the Seller shall have no liability pursuant to any Excluded Claim arising from the same (or substantially the same) facts or circumstances where individually such Excluded Claims result in Losses incurred by the Purchaser of less than INR 5,500,000 (Rupees five million five hundred thousand) and such item or group of items shall not be aggregated with any other item or group of items in order to make a Claim and shall not be taken into account for the purpose of clause 8.4(b), provided this clause 8.4(c)(ii) shall not apply if in the aggregate such Excluded Claims exceed INR 5,500,000 (Rupees five million five hundred thousand)but such item or group of items shall not be aggregated with any other item or group of items in order to make such a Claim. It is clarified this clause 8.4(c)(ii) shall not limit or prevent the Purchaser from bringing a Claim arising from the same (or substantially the same) facts or circumstances where individually such Claims arising from the same (or substantially the same) facts or circumstances result in Losses of less than INR 5,500,000 (Rupees five million five hundred thousand) but in aggregate they exceed such amount.

(d) save and except in case of fraud, the total aggregate liability (including any applicable interest and costs and any amounts payable pursuant to clause 8.33) of the Seller:

(i) in respect of any and all Claims in relation to the Seller Warranties (other than Excluded Claims), shall be nil (i.e. the Seller shall have no liability for any such Claims in relation to the Seller Warranties (other than Excluded Claims)), and any recoveries under a W&I Insurance Policy (if any) shall be the sole and exclusive source of recovery by the Purchaser with respect to any such Claims; provided that for the avoidance of doubt, if the Purchaser in its sole discretion elects not to obtain any W&I Insurance Policy before or on Completion, the Purchaser acknowledges that it shall have no source of recovery with respect to any such Claims;

(ii) in respect of any and all Claims under clauses 8.2(a) through 8.2(d) (inclusive), shall not in the aggregate exceed INR 150,000,000 (Rupees one hundred and fifty million), and either set-off against the Deferred Payment (in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)) on (and only on) the Deferred Payment Date in accordance with clause 8.16 below or the assertion prior to the Recourse Claim Date of a claim for damages or a right to repurchase the Relevant Purchaser Shares (as the case may be) in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million) in accordance with clause 8.17 below shall be the sole and exclusive sources of recovery by the Purchaser with respect to any such Claims;

(iii) in respect of a Claim under clause 8.2(f), shall not exceed the INR equivalent of US$5,267,342 (United States Dollar five million two hundred sixty seven thousand three hundred forty-two) based on the Reference Rate on the date falling three (3) Business Day prior to the Completion Date (the "**Withholding Tax Demand Claim Cap**"), and either set-off against the Deferred Payment (in an amount not exceeding the Withholding Tax Demand Claim Cap) on (and only on) the Deferred Payment Date in accordance with clause 8.16 below or the assertion prior to the Withholding Tax Demand Claim Date of a claim for damages or a right to repurchase the Relevant Purchaser Shares (as the case may be) in an amount not exceeding the Withholding Tax Demand Claim Cap in accordance with clause 8.17 below shall be the sole and exclusive sources of recovery by the Purchaser with respect to any such Claims;

(iv) on and prior to the Recourse Claim Date, in respect of any and all Claims under clause 8.2(e), clause 8.2(g) or clause 8.2(h) and all Excluded Claims, shall not exceed INR 1,500,000,000 (Rupees one billion five hundred million), and either set-off against the Deferred Payment (in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)) on (and only on) the Deferred Payment Date in accordance with clause 8.16 below or the assertion prior to the Recourse Claim Date of a claim for damages or a right to repurchase the Relevant Purchaser Shares (as the case may be) in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million) in accordance with clause 8.17 below shall be the sole and exclusive sources of recovery by the Purchaser with respect to any such Claims;

(v) after the Recourse Claim Date, in respect of any and all Recourse Claims that are Outstanding Recourse Claims, shall not exceed the amounts standing to the credit of the Seller's Recourse Claim Account, and subject to clauses 4.8 and 4.10, the amounts standing to the credit of the Seller's Recourse Claim Account shall be the sole and exclusive source of recovery by the Purchaser with respect to any such Claims;

(vi) on and prior to the Withholding Tax Demand Claim Date, in respect of any and all Withholding Tax Demand Claims, shall not exceed the Withholding Tax Demand Claim Cap, and either set-off against the Deferred Payment (in an amount not exceeding the Withholding Tax Demand Claim Cap) on (and only on) the Deferred Payment Date in accordance with clause 8.16 below or the assertion prior to the Withholding Tax Demand Claim Date of a claim for damages in an amount not exceeding the Withholding Tax Demand Claim Cap in accordance with clause 8.17 below shall be the sole and exclusive sources of recovery by the Purchaser with respect to any such Claims;

(vii) after the Withholding Tax Demand Claim Date, in respect of any and all Withholding Tax Demand Claims that are Outstanding Withholding Tax Demand Claims, shall not exceed the amounts standing to the credit of the Seller's Withholding Tax Demand Claim Account, and subject to clauses 4.8 and 4.10, the amounts standing to the credit of the Seller's Withholding Tax Demand Claim Account shall be the sole and exclusive source of recovery by the Purchaser with respect to any such Claims;

(viii) in respect of any and all Recourse Claims and Withholding Tax Demand Claims, shall not in the aggregate exceed INR 1,500,000,000 (Rupees one billion five hundred million); and

(ix) in respect of any and all Claims for breach of any covenant or undertaking or agreement of the Seller under this Agreement (other than any and all Claims for breach of clause 12.10) or any Transaction Document, shall not exceed INR 1,500,000,000 (Rupees one billion five hundred million),

provided that notwithstanding anything to the contrary in this Agreement, the aggregate liability (including any applicable interest and costs) of the Seller in respect of any and all Claims shall not exceed the full Aggregate Purchase Price.

8.5 Subject to the foregoing limitations, if a Claim Notice is duly given in good faith under this clause 8 with respect to any representation, warranty, covenant or agreement prior to the expiration of the applicable survival period set forth in clause 8.4(a), the survival period for a Claim with respect to such representation, warranty, covenant or agreement shall continue indefinitely until such Claim is Finally Adjudicated pursuant to this clause 8.

No double-counting

8.6 If any fact, circumstance or condition forming a basis for a Claim (including a Claim under clause 9.11) shall overlap with any fact, circumstance, condition, agreement or event forming the basis of any other Claim, there shall be no duplication in the calculation of the amount of the Losses and the Purchaser or the Seller (as the case may be) shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same Loss, regardless of whether more than one Claim arises in respect of it (to the extent such Losses are recovered by the Purchaser or the Seller (as the case may be) under such other Claim). Where a Claim is recoverable under a W&I Insurance Policy (if any), the Purchaser agrees that it shall first seek recourse for such Claim against such W&I Insurance Policy, and the Purchaser shall not be entitled to recover damages in respect of the same Loss from the Seller under this Agreement to the extent such Loss is recovered under such W&I Insurance Policy.

General exclusions

8.7 Notwithstanding anything to the contrary in this Agreement, the Seller shall have no liability hereunder:

(a) in respect of a Claim (other than a Claim under clause 8.2(f)), if and to the extent that such Claim is based upon a contingent liability unless and until such liability becomes an actual liability and provided this occurs prior to the date falling thirty (30) months after the Completion Date, but without prejudice to the right of the Purchaser to give notice prior to the expiration of the applicable survival period set forth in clause 8.5 of the relevant Claim to the Seller notwithstanding the fact that the liability may not have become an actual liability;

(b) in respect of a Claim under clause 8.2(f), if and to the extent that such Claim is based upon a contingent liability unless and until such liability becomes an actual liability, and provided this occurs prior to the date falling forty-two (42) months after the Completion Date, but without prejudice to the right of the Purchaser to give notice prior to the expiration of the applicable survival period set forth in clause 8.5 of the relevant Claim to the Seller notwithstanding the fact that the liability may not have become an actual liability, and provided that if the Seller issues a Seller Election Notice in respect of a Claim under clause 8.2(f);

(c) to the extent that the event, matter or circumstance giving rise to a Claim arises, occurs or is otherwise attributable to, or the Seller's liability pursuant to a Claim is increased as a result of:

(i) any act, omission, transaction or arrangement of the Purchaser or one of its Affiliates or representatives before Completion;

(ii) the passing of, or a change in, a law, rule, regulation, interpretation of the law or administrative practice of a Governmental Authority after the date of this Agreement or an increase in the Tax rates or an imposition of Tax, in each case not actually or prospectively in force on the date of this Agreement;

(iii) an event, act, omission, transaction or arrangement before Completion at the written request or direction of, or with the written consent of, the Purchaser or one of its Affiliates;

(iv) any voluntary act, omission, transaction or arrangement carried out by the Purchaser, its Affiliates or the Company after Completion provided that such action has not been carried out in order to comply with any Law or any legally binding contractual obligation of the Company already in force at the time of Completion;

(v) any change after the date of this Agreement in the accounting standards, policies, practices or methods applied in preparing any accounts, or valuing any assets or liabilities of the Company compared to those used prior to the date of this Agreement; or

(vi) anything done pursuant to or as provided under the Transaction Documents; or

(d) in respect of a Claim (other than a Claim under clause 8.2) if and to the extent allowance, provision or reserve, to the extent of the Loss, was made in the Audited Financial Statements or was specifically referred to in the Audited Financial Statements.

Knowledge of the Purchaser

8.8 Notwithstanding anything to the contrary in this Agreement, the Seller shall not have any liability for any breach of or inaccuracy in any representation or warranty made by the Seller to the extent that the Purchaser had Knowledge at or before Completion of the facts as a result of which such representation or warranty was breached or became inaccurate. For the avoidance of doubt, the provisions of this clause 8.8 shall not apply to any Claims under clause 8.2.

Insurance and other compensation

8.9 Notwithstanding anything to the contrary contained in this Agreement, the Purchaser will not be entitled to make any Claim hereunder to the extent that:

(a) the Losses also constitute an indemnifiable matter, or give rise to the ability for the Company to bring a claim for breach, under any contract to which the Company or Navketan Nursing Home Private Limited is a party prior to the date of this Agreement (the "**Prior Acquisition Agreements**"), unless at the time the Purchaser first becomes aware, or reasonably should have become aware, of such Loss, the applicable survival period to make a Claim with respect to such Losses under such Prior Acquisition Agreement has expired; and

(b) the subject of such Claim has been compensated for without cost to the Purchaser or the Company.

8.10 The Seller shall have no liability for any Claim for Losses incurred or suffered by the Purchaser, to the extent such Losses:

(a) are covered by a policy of insurance and payment is made by the insurer; or

(b) would have been covered if the policies of insurance availed for the exclusive benefit of the Company and in force at the date of Completion had been maintained after Completion on no less favourable terms.

Duty to Mitigate

8.11 Each of the Seller and the Purchaser shall use commercially reasonable efforts to mitigate Losses for which a Claim may be brought pursuant to this clause 8 or clause 9.11, as the case may be, upon and after becoming aware of any event or condition which would reasonably be expected to give rise to any Claim, including:

(a) using its commercially reasonable efforts to secure payment from insurance policies available and existing on the Completion Date for the exclusive benefit of the Company that provide coverage with respect to such Losses (an "**Insurance Payment**");

(b) using its commercially reasonable efforts to secure reimbursement, indemnity or other payment from any third Person obligated by contract or other legally enforceable obligation to reimburse, refund, set-off, indemnify or pay the Purchaser or the Company or the Seller under such Claim with respect to such Losses (a "**Third Party Payment**" and, together with an Insurance Payment, a "**Mitigation Payment**");

(c) consulting with the other Party in the event any Third Party Claim is made in respect of the matters set forth in clauses 8.2(a) through clause 8.2(h) (inclusive) or clause 9.12, provided that in respect of the matters set forth in clause 8.26, the Parties shall comply with the provisions set forth in clause 8.26, and in respect of the matters set forth in clause 9.12, the Parties shall comply with the provisions set forth in clause 9.12;

(d) refraining from voluntarily engaging with any Governmental Authority in respect of the matters set forth in clauses 8.2(a) through clause 8.2(h) (inclusive) or clause 9.12, whether by initiating an application for compounding such potential non-compliance or otherwise;

(e) refraining from (i) entering into a settlement, compromise, arrangement, admission (provided that in respect of the matters set forth in clause 8.26, the Parties shall comply with the provisions set forth in clause 8.26) or (ii) making any disclosures in any filings or otherwise impacting the withholding tax position adopted by the Parties as set forth in the computation provided by the Seller pursuant to clause 5.1(f)(i), which has the effect of crystallising or accelerating the liability of the Seller under clauses 8.2(a) through clause 8.2(h) (inclusive); and

(f) in relation to matters covered under clauses 8.2(a) through clause 8.2(h) (inclusive), using its commercially reasonable efforts in attending all enquires or proceedings, responding to all request for documents, and filing all reports and returns, in each case in a manner that is consistent in all material respects to the past conduct of the Company and / or the withholding tax position adopted by the Parties as set forth in the computation provided by the Seller pursuant to clause 5.1(f)(i).

Notwithstanding anything to the contrary contained herein, the recovery by a Person pursuant to a successful Claim from any Party shall not relieve such Person of its obligation to mitigate Losses pursuant to applicable Law or this clause 8.11.

8.12 Any amounts payable with respect to any Losses as a result of a successful Claim shall be reduced by the amount of any Mitigation Payment, if any, received by the Person entitled to payment with respect to such Losses. In the event a payment is made by a Party to a Person with respect to any Losses and thereafter such Person receives a Mitigation Payment with respect to such Losses, such Person shall reimburse the Party who made such payment an amount equal to the lesser of:

(a) such Mitigation Payment; and

(b) the amount so paid.

8.13 Subject to the rights of any Person providing insurance as contemplated by clause 8.11, Responding Party shall be subrogated to any right, defence or claim that the Claiming Party may have against any other Person with respect to any matter giving rise to a claim for indemnification hereunder provided that the Responding Party has fully settled the claim of the Claiming Party prior to asserting or exercising any rights under this clause. Such Claiming Party shall cooperate with the Responding Party in a reasonable manner in presenting any subrogated right, defence or claim.

8.14 The Seller shall not have any liability for any Losses that represent the cost of repairs, replacements or improvements to the extent that such repairs, replacements or improvements enhance the value of the repaired, replaced or improved asset or property above its value on the Completion Date or which represent the cost of repair or replacement exceeding the lowest reasonable cost of repair or replacement.

8.15 Any amount payable to a Person as a result of a Claim with respect to any Losses shall be reduced by the amount of any net reduction in a Tax liability actually obtained by such Person as a result of the payment, incurrence or accrual of such Losses.

Set-Off against Deferred Payment for Recourse Claims and Withholding Tax Demand Claims

8.16 If on the Deferred Payment Date:

(a) a Due Recourse Claim Amount (or any part of it) is outstanding, all of the Seller's liability to pay the Due Recourse Claim Amount shall be satisfied by way of set-off against the Deferred Payment (in an amount not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)), and the Purchaser's obligation to make the Deferred Payment shall be treated as being reduced pro tanto by the amount so set off (including for the purposes of clause 4.4 where the Deferred Payment is discharged through the issue of the Relevant Purchaser Shares);

(b) a Due Withholding Tax Demand Claim Amount (or any part of it) is outstanding, all of the Seller's liability to pay the Due Withholding Tax Demand Claim Amount shall be satisfied by way of set-off against the Deferred Payment (in an amount not exceeding the Withholding Tax Demand Claim Cap), and the Purchaser's obligation to make the Deferred Payment shall be treated as being reduced pro tanto by the amount so set off (including for the purposes of clause 4.4 where the Deferred Payment is discharged through the issue of the Relevant Purchaser Shares);

(c) there is any Outstanding Recourse Claim:

(i) firstly, the Purchaser shall pay an amount equal to the aggregate amount claimed for such Outstanding Recourse Claims (but not exceeding INR 1,500,000,000 (Rupees one billion five hundred million)) stated in the Claim

Notices to the Seller's Account, and the Purchaser's obligation to pay the Deferred Payment to the Seller shall be reduced pro tanto by the amount so paid; and

(ii) secondly, the Seller shall promptly transfer the amount specified in 8.16(c)(i) and that is received from the Purchaser from the Seller's Account to the Seller's Recourse Claim Account and provide confirmation of such transfer to the Purchaser along with a certified copy of the bank statement evidencing such transfer; and

(d) there is any Outstanding Withholding Tax Demand Claim:

(i) firstly, the Purchaser shall pay, (A) in the event of any Withholding Tax Demand Claim that has been notified by the Purchaser to the Seller prior to the Withholding Tax Demand Claim Date, an amount equal to the aggregate amount claimed for such Outstanding Withholding Tax Demand Claims (but not exceeding the Withholding Tax Demand Claim Cap) stated in the Claim Notices to the Seller's Account, or (B) in the event the Purchaser has received any written enquiry or notice issued by the Indian Taxation Authority in relation to a Withholding Tax Demand Claim on the transfer of the Shares against the Purchaser, an amount equal to the Withholding Tax Demand Claim Cap to the Seller's Account, and in each case the Purchaser's obligation to pay the Deferred Payment to the Seller shall be reduced pro tanto by the amount so paid; and

(ii) secondly, the Seller shall promptly transfer the amount specified in 8.16(d)(i) and that is received from the Purchaser from the Seller's Account to the Seller's Withholding Tax Demand Claim Account and provide confirmation of such transfer to the Purchaser along with a certified copy of the bank statement evidencing such transfer.

For the avoidance of doubt (except as set out clause 8.17 below), if the Due Recourse Claim Amount or the Due Withholding Tax Demand Claim Amount on the Deferred Payment Date is not satisfied in full by way of set-off under this clause 8.16, the Purchaser shall have no further right to recover the balance from the Seller for such Due Recourse Claim Amount or the Due Withholding Tax Demand Claim Amount, and the Due Recourse Claim Amount or the Due Withholding Tax Demand Claim Amount on the Deferred Payment Date (to the extent not so satisfied) shall be irrevocably and unconditionally discharged. After application of the set-off on (and only on) the Deferred Payment Date for such Due Recourse Claim Amount or the Due Withholding Tax Demand Claim Amount, other than the Seller's obligation to pay the Due Recourse Claim Amount for Outstanding Recourse Claims and the Due Withholding Tax Demand Claim Amount for Outstanding Withholding Tax Demand Claims, respectively, in accordance with clause 4.8 and clause 4.9, the Seller shall have no further liability for any Recourse Claims (whether arising or notified before or after the Recourse Claim Date) or Withholding Tax Demand Claims (whether arising or notified before or after the Withholding Tax Demand Claim Date).

8.17 If:

(a) the Deferred Payment has been discharged by the Purchaser prior to the Recourse Claim Date as the Deferred Payment Cash Consideration, the Purchaser shall until the

Recourse Claim Date continue to have recourse against the Seller for any Recourse Claims that have not already been set-off against the Deferred Payment in accordance with clause 8.16 above only by way of a claim for damages;

(b) the Deferred Payment has been discharged by the Purchaser prior to the Withholding Tax Demand Claim Date as the Deferred Payment Cash Consideration, the Purchaser shall until the Withholding Tax Demand Claim Date continue to have recourse against the Seller for any Withholding Tax Demand Claims that have not already been set-off against the Deferred Payment in accordance with clause 8.16 above only by way of a claim for damages;

(c) the Deferred Payment has been discharged by the Purchaser prior to the Recourse Claim Date through the issuance of the Relevant Purchaser Shares, the Purchaser shall until the Recourse Claim Date continue to have recourse against the Seller for any Recourse Claims that have not already been set-off against the Deferred Payment in accordance with clause 8.16 above only by way of a right for the relevant portion of the Relevant Purchaser Shares (assessed at their fair market value) to be repurchased by the Purchaser at a nominal value, or in such other manner where recourse is limited solely and exclusively to the Relevant Purchaser Shares as may be mutually agreed between the Seller and Purchaser, acting reasonably;

(d) the Deferred Payment has been discharged by the Purchaser prior to the Withholding Tax Demand Claim Date through the issuance of the Relevant Purchaser Shares, the Purchaser shall until the Withholding Tax Demand Claim Date continue to have recourse against the Seller for any Withholding Tax Demand Claims that have not already been set-off against the Deferred Payment in accordance with clause 8.16 above only by way of a right for the relevant portion of the Relevant Purchaser Shares (assessed at their fair market value) to be repurchased by the Purchaser at a nominal value, or in such other manner where recourse is limited solely and exclusively to the Relevant Purchaser Shares as may be mutually agreed between the Seller and Purchaser, acting reasonably;

(e) there are any Outstanding Recourse Claims and the Purchaser has discharged the Deferred Payment through the Relevant Purchaser Shares, the Purchaser shall until such thirty (30) month period continue to have recourse against the Seller for such Outstanding Recourse Claims only by way of a right for the relevant portion of the Relevant Purchaser Shares (assessed at their fair market value) to be repurchased by the Purchaser at a nominal value, or in such other manner where recourse is limited solely and exclusively to the Relevant Purchaser Shares as may be mutually agreed between the Seller and Purchaser, acting reasonably; and

(f) there are any Outstanding Withholding Tax Demand Claims and the Purchaser has discharged the Deferred Payment through the Relevant Purchaser Shares, the Purchaser shall until such forty-two (42) month period continue to have recourse against the Seller for such Outstanding Withholding Tax Demand Claims only by way of a right for the relevant portion of the Relevant Purchaser Shares (assessed at their fair market value) to be repurchased by the Purchaser at a nominal value, or in such other manner where recourse is limited solely and exclusively to the Relevant Purchaser Shares as may be mutually agreed between the Seller and Purchaser, acting reasonably;

provided, in each case, such Claims shall at all times remain subject to the other limitations of clause 8.

Release

8.18 From and after Completion, except for any Claims against the Seller made solely against it and in accordance with this Agreement or for fraud or to the extent any Persons have entered into a reliance letter with the Purchaser, the Purchaser hereby releases, and shall procure that the Company releases, the Seller, its Affiliates, its direct and indirect owners and the officers, directors, managers, agents, representatives and employees of such Persons and the Company (acting in their capacity as such) (the foregoing released Persons each being a "**Seller Releasee**") from and against any claims for controlling stockholder liability or breach of any fiduciary or other duty relating to any pre-Completion actions or failures to act (including negligence or gross negligence) in connection with the Company and its business prior to Completion, except for fraud. Each Seller Releasee shall be entitled to enforce this clause 8.18.

8.19 Notwithstanding any provision to the contrary, the Purchaser hereby releases each Seller Releasee from and against any Losses (including the right to make any Claim against the Seller) that may arise on account of:

(a) the Company availing itself to excess input tax credit or availing itself to incorrect tax input;

(b) the Company failing to comply with any applicable Law concerning service tax or goods and service tax, except as set out in clause 8.2(g);

(c) any defect in the Company's title to the land for its hospitals in Mysore, Ghaziabad, Patiala or Mohali, directly or indirectly arising from, attributable to or otherwise related to any fact, matter or circumstance disclosed to or otherwise known by the Purchaser;

(d) the Municipal Corporation of Pune's request to take over certain amenity space (forming part of the property leased to the Company's hospital in Pune), which is currently being used by the Company as parking space, directly or indirectly arising from, attributable to or otherwise related to any fact, matter or circumstance disclosed to or otherwise known by the Purchaser;

(e) the Bruhat Bengaluru Mahanagara Palike (Bengaluru's Municipal Corporation) notice to the lessor for the Company's hospital in Whitefield that certain installations and facilities (including the transformer yard of the Company's hospital in Whitefield) are required to be relocated, directly or indirectly arising from, attributable to or otherwise related to any fact, matter or circumstance disclosed to or otherwise known by the Purchaser; or

(f) the Bruhat Bengaluru Mahanagara Palike (Bengaluru's Municipal Corporation) intention to install a grade separator in front of the Company's hospital in Sarjapur, directly or indirectly arising from, attributable to or otherwise related to any fact, matter or circumstance disclosed to or otherwise known by the Purchaser.

This clause 8.19 is without prejudice to the Purchaser's rights under a W&I Insurance Policy (if any).

Remedies; Waiver of Remedies

8.20 The Parties agree that damages at law shall be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement by the Purchaser or the Seller, and, accordingly, the Parties shall be entitled to injunctive relief with respect to any such breach, including specific performance in accordance with this Agreement of such covenants, promises or agreements or an order enjoining such other Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement, all without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond. Each of the Parties hereto further agrees that it shall not object to, or take any position inconsistent with respect to, whether in a court of law or otherwise:

(a) the appropriateness of the specific performance contemplated by this clause 8.20; or

(b) the jurisdiction of the courts set forth in clause 12.40 with respect to any action brought for any such remedy.

The rights set forth in this clause 8.20 shall be in addition to any other rights which the Parties may have at Law or in equity pursuant to this Agreement. Except for specific performance or other injunctive or equitable relief to the extent that specific performance or such other relief would otherwise be available to the Parties hereunder, the Purchaser and the Seller acknowledge and agree that, without prejudice to the Purchaser's rights under a W&I Insurance Policy (if any), from and after Completion, the provisions in this Agreement, as limited by this clause 8, shall be the exclusive remedy of the Purchaser and the Seller with respect to the transactions contemplated by this Agreement, except for fraud.

8.21 Each Party further agrees that:

(a) by seeking the remedies provided for in this clause 8.21, a Party shall not in any respect waive its right to seek any other form of relief that may be available to such Party under this Agreement or in the event that the remedies provided for in this clause 8.21 are not available or otherwise are not granted; and

(b) nothing set forth in this clause 8.21 shall require any Party to institute any action for (or limit any Party's right to institute any action for) specific performance under this clause 8.21 prior or as a condition to exercising any termination right under clauses 5.3 or 7.3, nor shall the commencement of any action pursuant to this clause 8.21 or anything set forth in this clause 8.21 restrict or limit any such Party's right to terminate this Agreement in accordance with clauses 5.3 or 7.3 or pursue any other remedies under this Agreement that may be available then or thereafter.

Excluded Losses

8.22 Notwithstanding anything in this Agreement to the contrary, no Party or its Affiliates, or their respective representatives shall be liable for special, punitive or exemplary damages, whether based on contract, tort, strict liability, other Law or otherwise and whether or not arising from the other Party's or its Affiliate's, or any of their respective officer's, director's, employee's or representative's sole, joint or concurrent negligence, strict liability or other fault, provided the foregoing shall not apply to third-party claims for which any Party is obligated to indemnify another Party hereunder ("**Non-Reimbursable Damages**").

8.23 Notwithstanding anything in this Agreement to the contrary, no representative or Affiliate of the Seller or other Seller Releasee shall have any personal liability to the Purchaser, the Company or any other Person as a result of the breach of any representation, warranty, covenant, agreement or obligation of the Seller in this Agreement (including the Seller Warranties).

Claim Procedures

8.24 In the event that:

(a) a Party seeking a Claim or indemnification (the "**Claiming Party**") becomes aware of the existence of any Claim in respect of which payment may be sought under this clause 8; or

(b) any Legal Proceedings shall be instituted, or any Claim shall be asserted, by any Person not party to this Agreement in respect of a Claim, including proceedings to which clause 8.26 applies (a "**Third Party Claim**"),

the Claiming Party shall promptly cause written notice thereof (a "**Claim Notice**") to be delivered to the Party from whom payment is sought (the "**Responding Party**"); provided that, so long as such notice is given within the applicable time period described in clause 8.4(a), no delay on the part of the Claiming Party in giving any such notice shall relieve the Responding Party of any payment obligation hereunder unless (and then solely to the extent that) the Responding Party is actually prejudiced by such delay. Each Claim Notice shall be in writing and (i) shall specify the basis for the Claim claimed by the Claiming Party, including a reference to the provisions of this Agreement in respect of which such right is claimed or has arisen, (ii) if such Claim Notice is being given with respect to a Third Party Claim, shall describe in reasonable detail such Third Party Claim and shall be accompanied by copies of all relevant pleadings, demands and other papers served on the Claiming Party, and (iii) shall specify the amount of (or if not finally determined, a good faith estimate of) the Losses being incurred by, or imposed upon, the Claiming Party on account of the basis for the claim for indemnification.

8.25 The Responding Party shall have the right, at its sole option and expense, to be represented by counsel of its choice and to defend against, negotiate, settle or otherwise handle any Third Party Claim and if the Responding Party elects to defend against, negotiate, settle or otherwise handle any Third Party Claim, it shall within thirty (30) days after receipt of notice of the underlying Third Party Claim (or sooner, if the nature of the Third Party Claim so requires) (the "**Dispute Period**") notify the Claiming Party of its intent to do so, but subject to (1) the Purchaser (if the Purchaser is the Claiming Party) being indemnified against all reasonable costs and expenses incurred as a result of the Responding Party's election (provided such indemnity shall be subject to the same limitations as set forth in clause 8.4(d) and (2) the Purchaser (if the Purchaser is the Claiming Party) is of the reasonable opinion that the Seller (being the Responding Party) taking over such defence against, negotiation, settlement or conduct of such Third Party Claim shall not materially prejudice the Purchaser or the Company, provided if the Third Party Claim relates to proceedings to which clause 8.26 applies, sub-paragraph (2) of this clause 8.25 shall not apply. If the Responding Party does not elect within the Dispute Period to defend against, negotiate, settle or otherwise handle any Third Party Claim, the Claiming Party may defend against, negotiate, settle or otherwise handle such Third Party Claim in accordance with this Agreement, but at all times subject to the provisions of clauses 8.4(d)(iii) and 8.11). If the Responding Party elects to defend against, negotiate, settle with or otherwise handle any Third Party Claim, the Claiming Party may participate, at its own expense, in the defence of such Third Party Claim; provided, however, that such Claiming Party shall be entitled to participate in any such defence with separate counsel reasonably acceptable to the Responding Party at the reasonable expense of the Responding Party if:

(a) so requested by the Responding Party to participate; or

(b) in the reasonable opinion of counsel to the Claiming Party, a conflict exists between the Claiming Party and the counsel selected by the Responding Party (so long as the Claiming Party gives prompt written notice of such conflict to the Responding Party and the opportunity to cure any such conflict),

and provided, further that the Responding Party shall not be required to pay for more than one such counsel for all Claiming Parties in connection with any Third Party Claim. The Seller, on the one hand, and the Purchaser, on the other hand, agree to cooperate with each other in connection with the defence, negotiation or settlement of any such Third Party Claim, including providing information reasonably available to such Party and any assistance reasonably requested in order to ensure the proper and adequate defence of any such claim. Notwithstanding anything in this clause 8.25 to the contrary, the Responding Party shall not, without the written consent of the Claiming Party (such consent not to be unreasonably withheld, conditioned or delayed), settle or compromise any Third Party Claim or permit a default or consent to entry of any judgment (each a "**Settlement**") unless (i) the claimant and such Responding Party provide to such Claiming Party an unqualified release from the Third Party Claim such that the Claiming Party does not have to make any monetary payment in connection with such Third Party Claim; (ii) such Settlement does not contain any admission of fraud or other wrongdoing on behalf of the Claiming Party, and (iii) with respect to any non-monetary provision of such Settlement, such provisions would not reasonably be expected to have a Material Adverse Effect.

8.26 If the Purchaser receives any written enquiry, notice or demand issued by the Indian Taxation Authority in relation to a withholding tax on the transfer of the Shares against the Purchaser (such notice, a "**Withholding Tax Notice**"), the Purchaser shall, within five (5) days from receipt of such enquiry, notice or demand, notify the Seller of each such Withholding Tax Notice, including providing copies of each such Withholding Tax Notice (and any other relevant information or documents), provided that no delay on the part of the Purchaser in giving any such notice shall relieve the Seller of any payment obligation hereunder unless (and then solely to the extent that) the Seller is actually prejudiced by such delay. The Purchaser shall consult in good faith with the Seller with respect to (and prior to) responding to each such Withholding Tax Notice, and the Purchaser shall provide drafts of such responses to the Seller (for the Seller's review and comment) prior to responding. The Seller shall have the option to defend or contest each such Withholding Tax Notice which option shall be exercised by the Seller by issuing a written notice to the Purchaser within ten (10) Business Days from the Seller's receipt of such Withholding Tax Notice (a "**Seller Election Notice**"). If the Seller issues the Seller Election Notice, the Seller shall, through a reputed counsel acceptable to the Purchaser (acting reasonably), at its own expense, control the preparation, prosecution, defense or conduct of such Withholding Tax Notice and the total aggregate liability of the Seller in relation to such Withholding Tax Notice shall be subject to the Withholding Tax Demand Claim Cap except to the extent of any penalty or interest which may be levied, which shall be borne solely by the Seller notwithstanding the Withholding Tax Demand Claim Cap. If the Seller elects not to defend or contest such Withholding Tax Notice by failing to issue a Seller Election Notice within the relevant ten (10) Business Day period, or fails to procure a stay of demand or an injunction against the Withholding Tax Notice within the time period allowed for payment of the Withholding Tax Notice, the Purchaser may defend against, negotiate, settle or otherwise handle such Withholding Tax Notice in accordance with this Agreement (including by means of making any payments to the Taxation Authority), but at all times subject to the provisions of clause 8.11. Notwithstanding anything contained in this Agreement, the failure to procure a stay of demand or an injunction against the Withholding Tax Notice shall not impact the Seller's right to issue a Seller Election Notice. If the Seller elects to defend or contest the Withholding Tax Notice, subject to clause 8.4(d)(iii) and subject to the Purchaser being indemnified against all reasonable costs and expenses incurred as a result of the Seller's election, and the Parties further agree to the following:

(a) the Purchaser shall execute a customary and reasonable power of attorney or such other document as may be reasonably required in favour of the Seller and / or its advisors to represent the Purchaser before the Taxation Authority in relation to such Withholding Tax Notice;

(b) the Seller shall be entitled to lead discussions with the Taxation Authority in relation to such Withholding Tax Notice, including holding meetings or calls in relation to such Withholding Tax Notice with the representatives of Taxation Authority and the Seller shall cooperate with the Purchaser and keep the Purchaser reasonably informed of the positions taken and submissions made to the relevant Taxation Authority, and provide the Purchaser reasonable opportunity to comment on the submissions and filings made to any Taxation Authority and the Seller shall take into reasonable consideration the observations and comments of the Purchaser;

(c) the Purchaser shall execute all customary and reasonable pleadings, submissions, correspondence and other documents reasonably requested by the Seller in connection with such Withholding Tax Notice as soon as reasonably practicable. Any pleadings, submissions, correspondence and other documents submitted by the Seller to the Tax Authority, shall be made with prior consultation of the Purchaser, provided that any such pleadings, submissions, correspondence and other documents submitted by the Seller to the Tax Authority involving:

    (i) any direct or indirect admission of guilt or wrong-doing by or monetary liability on the part of the Purchaser;

    (ii) any matter relating to any criminal liability against the Purchaser or its representatives; and / or

    (iii) resulting in any material adverse effect on the Purchaser or the Company, taken as a whole, or their business (taken as a whole) (including any material adverse effect in reputation or goodwill),

    shall require the prior written approval of the Purchaser (which approval shall not be unreasonably withheld), *provided that* any actions taken pursuant to or as provided under this Agreement or any other Transaction Document shall not require the prior approval of or consultation with the Purchaser;

(d) the Seller shall be entitled to exercise all legal remedies available, including to seek a stay, injunction or deferral of the payment of any amounts that are required to be paid by the Purchaser in relation to such Withholding Tax Notice;

(e) except (i) where the Seller elects not to defend or contest such Withholding Tax Notice by failing to issue a Seller Election Notice within the relevant ten (10) Business Day period or (ii) where the Seller fails to procure a stay of demand or an injunction against the Withholding Tax Notice within the time period allowed for payment of the

Withholding Tax Notice and as required under applicable Law including pursuant to the Withholding Tax Notice, the Purchaser shall not make any payment to the Taxation Authority, consent to entry of any judgment, or enter into any settlement with any Taxation Authority with respect to such Withholding Tax Notice; provided that so long as any amounts are paid by the Purchaser to the Taxation Authority in respect of any Withholding Tax Notice as required by applicable Law, then, the Seller's liability on the amount paid by the Purchaser to the Taxation Authority in connection with such Withholding Tax Notice shall remain subject to the Withholding Tax Demand Claim Cap;

(f) the Seller shall not, without the prior consent of the Purchaser (which consent shall not be unreasonably withheld), be entitled to execute any settlement in respect of a Withholding Tax Notice unless such settlement:

(i) provides an unqualified and unconditional release to the Purchaser in respect of such Withholding Tax Notice such that the Purchaser does not have to make any monetary payment in connection with such Withholding Tax Notice;

(ii) does not contain any admission of fraud or other wrongdoing on behalf of the Purchaser; and

(iii) does not result in any material adverse effect on the Purchaser (including any adverse effect in reputation or goodwill); and

(g) the Seller shall have the right to appeal against the order passed by any Taxation Authority in relation to such Withholding Tax Notice.

8.27 In the event any Due Withholding Tax Demand Claim Amount is paid by the Seller to the Purchaser, the Purchaser shall as soon as reasonably possible issue a valid withholding tax certificate (in the form prescribed under the Income Tax Act) in the name of Seller for such payments to enable the Seller to claim a tax credit or refund.

8.28 In the event any Due Withholding Tax Demand Claim Amount is paid by the Seller to the Purchaser, and the Purchaser subsequently receives a refund of the whole or part of such amount (including interest thereon, but only if Purchaser receives such interest), the Purchaser shall pay the same to the Seller as soon as reasonably possible.

8.29 Notwithstanding anything in this clause 8 to the contrary, except in relation to a Withholding Tax Notice in respect of which the Seller has elected not to defend or contest such Withholding Tax Notice in the manner set out in clause 8.26 above, the Claiming Party shall not effect a Settlement without the prior written consent of the Responding Party, which consent shall not be unreasonably withheld, conditioned or delayed.

8.30 After any Final Adjudication by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a Settlement or arbitration shall have been consummated, or the Claiming Party and the Responding Party shall have arrived at a mutually binding agreement with respect to a Claim hereunder, the Claiming Party shall forward to the Responding Party notice of any sums due and owing by the Responding Party pursuant to this Agreement with respect to such matter and the Responding Party shall make prompt payment thereof pursuant to the terms of the agreement reached with respect to the Claim.

8.31 In the event that a Claiming Party has delivered a Claim Notice in respect of a Claim that does not involve a Third Party Claim, the Responding Party and the Claiming Party shall attempt in good faith to resolve any disputes with respect to such Claim Notice within forty-five (45) days of the delivery by the Claiming Party thereof, and if not resolved in such forty-five (45) day period, such Claim may be resolved through judicial actions, suits or proceedings brought by either such Party or by such other means as such Parties mutually agree. Notwithstanding the foregoing, nothing in this clause 8.31 shall be construed as modifying any limitations upon a Person's liability elsewhere set forth in this clause 8.

W&I Insurance Policy (if any)

8.32 The Purchaser shall not:

(a) consent to any revisions in the W&I Insurance Policy (if any) that allow for subrogation, contribution or indemnification rights against the Seller or any of its Affiliates (subrogation being limited to claims against the Seller only for fraud as set forth in such W&I Insurance Policy); or

(b) amend or otherwise modify the W&I Insurance Policy (if any) in a manner that is adverse to the Seller (including any reduction of the scope of coverage set forth therein).

8.33 Without prejudice to clause 8.4, the Seller shall not have any liability for any Claims that are not recoverable under the terms of any W&I Insurance Policy as a result of the Purchaser's failure to comply with its obligations under clause 8.32 (to the extent which, in the absence of such failure, such Claim would otherwise have been recoverable under the terms of such W&I Insurance Policy).

8.34 Nothing in this Agreement shall, or shall be deemed to, limit or impair in any way the subrogation rights of the insurer or underwriter under any W&I Insurance Policy with respect to fraud. It is acknowledged that cost of any W&I Insurance Policy and any fees, costs or deductibles associated therewith payable to the insurers thereunder or their legal advisors shall be borne solely by the Purchaser.

Tax Gross up

8.35 The Seller, while making payment of amounts pursuant to an indemnity Claim under this Agreement, shall gross up such amount to the extent any Tax is payable in relation to such indemnity Claim.

9. Undertakings

Purchaser's Undertakings

9.1 The Purchaser acknowledges and agrees that in the absence of fraud, the Purchaser has no rights against and may not make any claim against any employee, director, agent, officer or (except to the extent such adviser has entered into a reliance letter with the Purchaser) adviser of the Seller or any of its Related Persons on whom it may have relied before agreeing to any term of, or entering into, this Agreement or any other Transaction Document, and each and every such person shall be entitled to enforce this clause 9.1.

9.2 Upon signing this Agreement, the Purchaser shall deliver to the Seller a copy of the Purchaser's Shareholders Agreement, certified as true, complete and correct as of the date of this

Agreement. Further, within twenty one (21) days of the signing of this Agreement, the Purchaser shall deliver to the Seller the duly executed equity commitment letters (in agreed form) from certain of the shareholders of the Purchaser for an aggregate amount equal to the Completion Payment.

9.3 The Purchaser undertakes to the Seller that it shall, from the date of this Agreement until the Deferred Payment Date, use commercially reasonable efforts to enter into funding arrangements (including both internal and/or external funding sources and both debt and/or equity funding) that would enable the Purchaser to pay the Deferred Payment in cash on the date it is due and payable. It is clarified that the Seller shall have no recourse against the Purchaser for, and shall release the Purchaser against, any and all Claims under this clause 9.3, if the Purchaser has discharged the Deferred Payment by issuance of the Relevant Purchaser Shares in accordance with the terms set out in this Agreement.

9.4 The Purchaser undertakes that it will not, and no other member of the Purchaser's Group (other than TPG Asia VI SF Pte. Ltd., Imperius Healthcare Investments Pte. Ltd. or their respective Affiliates) will, either alone or acting in concert with others, between signing and Completion:

(a) acquire or offer to acquire (or cause another person to acquire or to offer to acquire); or

(b) progress or contemplate (or cause another person to progress or contemplate) arrangements that, if carried into effect, would result in the acquisition of,

a business, if such acquisition may either cause the Transaction to require the approval of the Competition Commission of India or prejudice or delay the satisfaction of the Conditions or otherwise delay Completion in any way.

9.5 The Purchaser undertakes that it will not, and no other member of the Purchaser's Group will, either alone or acting in concert with others, give effect to the Permitted Amalgamation until after the occurrence of both (a) Completion and (b) each of the Seller and International Columbia US, LLC having been released from all their respective obligations and liabilities under the Rupee Finance Agreements.

9.6 The Purchaser shall procure that the Seller and International Columbia US, LLC are released from all their respective obligations and liabilities under the Rupee Finance Agreements (which remain outstanding after Completion), within forty five (45) days from Completion.

9.7 Upon Completion, the Purchaser shall make the necessary reporting and filings in connection with its downstream investment in the Company (including notifying the Secretariat of Industrial Assistance (Department for Promotion of Industry and Internal Trade) and filing of Form DI with the Reserve Bank of India) as required under applicable Law.

9.8 Prior to the Purchaser filing form 15CA and form 15CB with the Taxation Authority as contemplated under clause 6.5, the Purchaser shall provide drafts of such forms to the Seller for the Seller's review, and the Purchaser shall consider in good faith the Seller's reasonable comments in connection with the filing of such forms.

9.9 From the date of this Agreement until the Deferred Payment Date, the Purchaser undertakes that if any of the shareholders of the Purchaser transfer or otherwise dispose of any of their shares in the Purchaser to any other Person ("**Transferee**"), the Purchaser shall procure that such Transferee shall be contractually bound to approve the resolutions of the board of directors of the Purchaser and the shareholders of the Purchaser which are in the agreed form, and shall acknowledge the terms of the unanimous written resolutions of the board of directors of the Purchaser and the shareholders of the Purchaser under clause 5.2(g), as a pre-condition to such transfer or disposition.

9.10 From the date of this Agreement until the earlier of:

(a) the termination of this Agreement in accordance with its terms; and

(b) the Deferred Payment Date,

the Purchaser acknowledges and agrees that it may not make (or allow to be made) any amendment, variation, supplement or other changes to the Purchaser's Shareholders' Agreement delivered to the Seller pursuant to clause 9.2 that would result in the Seller's rights as set out in Schedule 11 being adversely impacted in the event that, and from the date upon which, the Relevant Purchaser Shares are issued, except with the prior written consent of the Seller. Provided clause 9.10 is complied with, this clause 9.10 shall not restrict, impair, prevent or hinder in any respect the rights of the shareholders of the Purchaser to transfer their shares in the Purchaser and / or their accompanying rights in accordance with the Purchaser's Shareholders' Agreement, and the Purchaser is to recognise such transactions in accordance with the Purchaser's Shareholders' Agreement, including, without limitation, recording the Transferee in the Purchaser's register of members as a shareholder of the Purchaser. Save as expressly set forth in this clause 9.10, nothing in this Agreement (including, without limitation Schedule 11) shall modify, amend, alter, limit, or prejudice the rights of the shareholders of the Purchaser under the Purchaser's Shareholders Agreement.

9.11 Without prejudice to the Purchaser's right to make a Withholding Tax Demand Claim (which right is acknowledged by Parties to be absolute in all circumstances and notwithstanding any other provision of this Agreement to the extent of Taxes on Completion Payment and Deferred Payment Cash Consideration) and subject to clause 8.26, any Taxes for the Seller on account of the actual or potential issuance of such Relevant Purchaser Shares shall be borne solely by the Purchaser except to the extent such Taxes relate to, or are computed with reference to any amount in excess of Discharge Equity Compensation (for which the Purchaser shall have no liability), and subject to clause 9.12, the Purchaser shall indemnify the Seller for such Taxes subject to such Taxes being in turn paid by the Seller to the Taxation Authority or promptly deposit such Taxes with the Taxation Authority and issue a valid withholding tax certificate (in the form prescribed under the Income Tax Act) in the name of the Seller for such payments, to the Seller. This clause 9.11 shall not extend to any Taxes of the Seller which become payable as a result of the Seller in turn selling the Relevant Purchaser Shares to any third party.

9.12 If the Seller receives any written enquiry or notice from the Indian Taxation Authority in relation to any Tax on the issuance of the Relevant Purchaser Shares, (such notice, a "**Relevant Purchaser Shares Tax Notice**"), the Seller shall, within five (5) Business Days from receipt of such notice, notify the Purchaser of the Relevant Purchaser Shares Tax Notice, including providing copies of such Relevant Purchaser Shares Tax Notice (and any other relevant information or documents), provided that no delay on the part of the Seller in giving any such notice shall relieve the Purchaser of any payment obligation hereunder unless (and then solely to the extent that) the Purchaser is actually prejudiced by such delay. The Seller shall consult in good faith with the Purchaser with respect to (and prior to) responding to such Relevant Purchaser Shares Tax Notice, and the Seller shall provide drafts of such responses to the Purchaser (for the Purchaser's review and comment) prior to responding. The Purchaser shall have the option to defend or contest such Relevant Purchaser Shares Tax Notice which option shall be exercised by the Purchaser by issuing a written notice to the Seller within ten (10) Business Days from the Purchaser's receipt of such Relevant Purchaser Shares Tax Notice (a "**Purchaser Election Notice**"). If the Purchaser issues the Purchaser Election Notice, the Purchaser shall, through a reputed counsel acceptable to the Seller (acting reasonably), at its own expense, control the preparation, prosecution, defense or conduct of such Relevant Purchaser Shares Tax Notice. If the Purchaser elects not to defend or contest such Relevant Purchaser Shares Tax Notice by failing to issue a Purchaser Election Notice within the relevant ten (10) Business Day period, or fails to procure a stay of demand or an injunction against the Relevant Purchaser Shares Tax Notice within the time period allowed for payment of the Relevant Purchaser Shares Tax Notice, the Seller may defend against, negotiate, settle or otherwise handle such Relevant Purchaser Shares Tax Notice in accordance with this Agreement (including by means of making any payments to the Taxation Authority), but at all times subject to the provisions of clause 8.11. For the avoidance of doubt, the failure to procure a stay of demand or an injunction against the Relevant Purchaser Shares Tax Notice shall not impact the Purchaser's right to issue a Purchaser Election Notice. If the Purchaser elects to defend or contest the Relevant Purchaser Shares Tax Notice, subject to the Seller being indemnified against all reasonable costs and expenses incurred as a result of the Purchaser's election including any amounts paid by the Seller to the Taxation Authority as required by Law, and the Parties further agree to the following:

(a) the Seller shall execute a customary and reasonable power of attorney or such other document as may be reasonably required in favour of the Purchaser and / or its advisors to represent the Seller before the Taxation Authority in relation to such Relevant Purchaser Shares Tax Notice;

(b) the Purchaser shall be entitled to lead discussions with the Taxation Authority in relation to such Relevant Purchaser Shares Tax Notice, including holding meetings or calls in relation to such Relevant Purchaser Shares Tax Notice with the representatives of Taxation Authority and the Purchaser shall cooperate with the Seller and keep the Seller reasonably informed of the positions taken and submissions made to the relevant Taxation Authority, and provide the Seller reasonable opportunity to comment on the submissions and filings made to any Taxation Authority and the Purchaser shall take into reasonable consideration the observations and comments of the Seller;

(c) the Seller shall execute all customary and reasonable pleadings, submissions, correspondence and other documents reasonably requested by the Purchaser in connection with such Relevant Purchaser Shares Tax Notice as soon as reasonably practicable. Any pleadings, submissions, correspondence and other documents submitted by the Purchaser to the Tax Authority, shall be made with prior consultation of the Seller, provided that any such pleadings, submissions, correspondence and other documents submitted by the Purchaser to the Tax Authority involving:

    (i) any direct or indirect admission of guilt or wrong-doing by or monetary liability on the part of the Seller;

    (ii) any matter relating to any criminal liability against the Seller or its representatives; and / or

    (iii) resulting in any Material Adverse Effect on the Seller (including any material adverse effect in reputation or goodwill),

shall require the prior written approval of the Seller (which approval shall not be unreasonably withheld) *provided that* any actions taken pursuant to or as provided under this Agreement or any other Transaction Document shall not require the prior approval of or consultation with the Seller;

(d) the Purchaser shall be entitled to exercise all legal remedies available, including to seek a stay, injunction or deferral of the payment of any amounts that are required to be paid by the Seller in relation to such Relevant Purchaser Shares Tax Notice;

(e) except (i) where the Purchaser elects not to defend or contest such Relevant Purchaser Shares Tax Notice by failing to issue a Purchaser Election Notice within the relevant ten (10) Business Day period, or (ii) where the Purchaser fails to procure a stay of demand or an injunction against the Relevant Purchaser Shares Tax Notice within the time period allowed for payment of the Relevant Purchaser Shares Tax Notice and as required under applicable Law including pursuant to the Relevant Purchaser Shares Tax Notice, the Seller shall not make any payment to the Taxation Authority, consent to entry of any judgment, or enter into any settlement with any Taxation Authority with respect to such Relevant Purchaser Shares Tax Notice;

(f) the Purchaser shall not, without the prior consent of the Seller (which consent shall not be unreasonably withheld), be entitled to execute any settlement in respect of a Relevant Purchaser Shares Tax Notice unless such settlement:

(i) provides an unqualified and unconditional release to the Seller in respect of such Relevant Purchaser Shares Tax Notice such that the Seller does not have to make any monetary payment in connection with such Relevant Purchaser Shares Tax Notice;

(ii) does not contain any admission of fraud or other wrongdoing on behalf of the Seller; and

(iii) does not result in any material adverse effect on the Seller (including any adverse effect in reputation or goodwill); and

(g) the Purchaser shall have the right to appeal against the order passed by any Taxation Authority in relation to such Relevant Purchaser Shares Tax Notice.

9.13 In the event the Purchaser is required to pay any Taxes or indemnify the Seller in connection with the transactions contemplated under this Agreement, and the Seller subsequently receives a refund or benefit of the whole or part of such amount (including interest thereon, but only if Seller receives such interest), the Seller shall pay the same to the Purchaser as soon as reasonably possible. At the written request of the Purchaser, the Seller undertakes to promptly file a return of its income with the Taxation Authority in India, as required and if permitted under applicable Law and, at the Purchaser's sole cost and expense, claim refund or benefit of any Taxes paid by the Purchaser for or on behalf of the Seller pursuant to clause 9.11.

Seller's Post-Completion Undertakings

9.14 The Seller shall:

(a) file a return of its income with the Taxation Authority in India for the Financial Year in which the Shares are transferred to the Purchaser within a period of two (2) months from such date which the relevant Tax forms and e-filing utility is available for the relevant Financial Year, disclosing the capital gains (losses) arising from the transfer of the Shares by the Seller; and

(b) provide copy of entire return of income referred to in 9.14(a) above to the Purchaser within five (5) days of such filing.

9.15 Within five (5) days after the Seller has filed a return of its income with the Taxation Authority in India for the Financial Year in which the Shares are transferred to the Purchaser, the Seller shall appoint a chartered accountant to obtain a certificate in the format prescribed in Annexure A to Form 26A (a draft of which shall be provided to the Purchaser prior to its issuance), and shall provide a copy of such certificate to the Purchaser. The Purchaser agrees that Form 26A prescribed under the Income Tax Act may be furnished by the Purchaser to the Taxation Authority only during the course of withholding tax proceedings under section 201 of Income Tax Act, after obtaining prior consent from the Seller (such consent not to be unreasonably withheld, conditioned or delayed).

9.16 The Seller shall fully cooperate with the Purchaser in relation to filing of Form FC-TRS along with all the supporting documents in connection with the Deferred Payment including delivery of a consent letter and such other documents that are required from the Seller to be submitted along with Form FC-TRS to the Reserve Bank of India in relation to the transfer of the Shares.

Purchaser's Post-Completion Undertakings

9.17 In respect of any amount deducted or withheld by the Purchaser on account of Tax under Income Tax Act, the Purchaser shall promptly:

(a) pay such amount to the Taxation Authority; and

(b) deliver to the Seller a valid withholding tax certificate (in the form prescribed under the Income Tax Act) issued in the name of Seller to evidence such payment and to enable the Seller to claim a tax credit or refund.

10. Announcements and confidentiality

Announcements

10.1 The Seller and the Purchaser shall make the Announcement on the date of this Agreement, or on such other later date and time as the Parties may agree in writing.

10.2 Subject to clause 10.1, no Party shall make or issue any announcement or circular in connection with the existence or the subject matter of this Agreement, the Transaction or any other Transaction Document, or cause any such announcement to be made or issued, without the prior written consent of:

(a) in the case of an announcement by the Seller, the Purchaser; and

(b) in the case of an announcement by the Purchaser, the Seller.

Confidentiality

10.3 This clause 10 shall supersede the Confidentiality Agreement which shall cease to have any force and effect from the date of this Agreement (except for any antecedent claims relating to the period prior to this Agreement).

10.4 Subject to clause 10.5, each Party shall treat as strictly confidential and shall not disclose or use any Confidential Information.

10.5 Notwithstanding clause 10.4, a Party may disclose or use Confidential Information if and to the extent that:

(a) such disclosure or use is required by applicable Law or regulation, by any competent judicial, governmental or regulatory body, or by the rules of any recognised stock exchange;

(b) such disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other Transaction Document;

(c) such disclosure or use is required to vest the full benefit of this Agreement or any other Transaction Document in any Party, subject to the recipient keeping such information confidential;

(d) such disclosure is made to a Taxation Authority in connection with the tax affairs of the disclosing Party;

(e) such disclosure is made to the professional advisers, auditors or bankers of a Party on a need-to-know basis, provided that the recipient has undertaken to comply with this clause 10 in respect of such information as if it were a Party;

(f) such disclosure is made by a Party to any of its Related Persons or investors in funds managed or advised by any of them, subject to the recipient keeping such information confidential;

(g) the information is or becomes publicly available (other than by breach of this Agreement or the Confidentiality Agreement by the disclosing party); or

(h) in the case of the Seller, the Purchaser has given its prior written consent, or, in the case of any other Party, the Seller has given its prior written consent.

10.6 Before any Confidential Information is disclosed pursuant to clauses 10.5(a), 10.5(b) or 10.5(d), the Party concerned shall (unless prohibited by Law) promptly notify the other Parties to whom the disclosure relates of the circumstances of the disclosure and the information to be disclosed with a view to providing such other Parties with the opportunity to contest, limit or agree the timing and content of such disclosure.

11. Notices

Service of notices

11.1 Any notice to be given under this Agreement must be in English and in writing, and may be served by hand, by registered post or by internationally accepted courier (pre-paid and signed for in each case) or by email to the address or email address (as applicable) given below, or to such other address or email address as may have been notified by any Party to the other Parties for this purpose (which shall supersede the previous address or email address (as applicable) from the date on which notice of the new address is deemed to be served under this clause 11).

Seller:

For the attention of:	Board of Directors
Address:	33 Edith Cavell Street
	Port Louis, 11324
	Mauritius
With a copy to	1910 Fairview Avenue East, Suite 500
	Seattle, WA 98102
	United States of America
Email address:	natem@col-pac.com

Purchaser:

For the attention of:	Mr. Sathish K R
Address:	The Annexe, #98 / 2, Rustom Bagh,
	HAL Airport Road, Bangalore – 560017,
	Karnataka, India
Email address:	Sathish.kr@manipalhospitals.com

Company:

For the attention of:	Board of Directors
Address:	No. 8, 80 Feet Road,
	HAL III Stage, Indiranagar, Bengaluru,
	Karnataka – 560075, India
Email address:	jagannath.ms@columbiaindiahospitals.com /
	nandakumar.jairam@columbiaindiahospitals.com

After Completion with a copy to:

For the attention of:	Mr. Sathish K R
Address:	The Annexe, #98 / 2, Rustom Bagh,
	HAL Airport Road, Bangalore – 560017,
	Karnataka, India

Email address: Sathish.kr@manipalhospitals.com

11.2 Any notice served in accordance with clause 11.1 shall be deemed to have been received:

(a) if delivered by hand, at the time of delivery;

(b) if sent by registered post or by internationally accepted courier, at 9.30 am on the fifth (5^{th}) day after (and excluding) the date of posting; or

(c) if sent by email, at the time of transmission by the sender, provided that receipt shall not occur if the sender receives an automated message that the email has not been delivered to the recipient,

provided that if a notice would otherwise be deemed to have been received outside Normal Business Hours, it shall instead be deemed to have been received at the recommencement of such Normal Business Hours.

11.3 For the purposes of clause 11.2, "**Normal Business Hours**" means 9.00 am to 5.30 pm local time in the place of receipt on any day which is not a Saturday, Sunday or public holiday in that location. In the case of service on any Party by email, the place of receipt shall be deemed to be the address specified for service on that Party by post.

11.4 In proving receipt of any notice served in accordance with clause 11.1, it shall be sufficient to show that the envelope containing the notice was properly addressed and either delivered to the relevant address by hand or posted as pre-paid, signed-for by registered post or by internationally accepted courier, or that the email was sent to the correct email address.

12. General

Further assurances

12.1 On request by any Party, each Party shall, as soon as reasonably practicable at the requesting Party's cost, do or procure the doing of all such acts and execute or procure the execution of all such documents (in a form reasonably satisfactory to the requesting Party) as the requesting Party may reasonably consider necessary or appropriate to carry this Agreement into effect and to give the requesting Party the full benefit of it.

Preservation of books and records, retention of Sale Process Materials

12.2 Subject to clause 12.4, the Seller shall, following Completion, have the right to retain copies of all books, data, files, information and records in any media (including, for the avoidance of doubt, tax returns and other information and documents relating to tax matters) of the Company or Navketan Nursing Home Private Limited relating to periods ending on or prior to Completion:

(a) relating to information regarding the employees of the Company or Navketan Nursing Home Private Limited (including employment and medical records of such employees);

(b) as required by any Governmental Authority, including any applicable Law or regulatory request or submission of tax returns or filing of accounts; or

(c) as may be necessary for the Seller to perform its obligations pursuant to this Agreement.

12.3 With respect to all original books, data, files, information and records of the Company or Navketan Nursing Home Private Limited existing as of Completion, the Purchaser shall, and shall cause the Company to:

(a) comply in all material respects with all applicable Laws and policies and procedures in place at the Purchaser or its Affiliates relating to the preservation and retention of records as required under applicable Law;

(b) apply preservation and retention policies that are no less stringent than those generally applied by the Purchaser; and

(c) for such period as required under applicable Law, preserve and retain all such original books, data, files, information and records and thereafter dispose of such original books, data, files, information and records,

provided, however, that if the Seller so notifies the Purchaser in writing within ninety (90) days of the end of the relevant period prescribed in clause 12.3(c) above, the Seller shall have the opportunity (at the Seller's expense) to make and retain copies of such information. During the relevant period prescribed in clause 12.3(c) above, representatives of the Seller shall, at the Seller's sole cost and expense, upon reasonable notice and for any purpose required under applicable Law, have access during normal business hours to examine, inspect and copy such books and records; provided, however, that such access shall not unreasonably interfere with any of the businesses or operations of the Purchaser or the Company.

12.4 Notwithstanding anything to the contrary contained herein or in any other Transaction Document, the Seller shall have the right to retain all Sale Process Materials (regardless of whether such materials are in the possession of the Company prior to Completion), and shall have no obligation whatsoever, express or implied, to provide, furnish or disclose, or direct or instruct their respective representatives to provide, furnish or disclose, such Sale Process Materials or any information contained therein to the Purchaser or its Affiliates or representatives, other than where:

(a) such disclosure or use is required by applicable Law or regulation, by any competent judicial, governmental or regulatory body, or by the rules of any recognised stock exchange; or

(b) such disclosure or use is required for the purpose of any judicial proceedings (including any proceeding before a Taxation Authority) arising out of this Agreement or any other Transaction Document.

Before any Sale Process Material is disclosed pursuant to clauses 12.4(a) or 12.4(b), the Party concerned shall (unless prohibited by Law) promptly notify the Seller of the disclosure and the information to be disclosed with a view to providing the Seller with the opportunity to contest, limit or agree the timing and content of such disclosure.

Termination and non-solicitation

12.5 This Agreement may be terminated on the occurrence of any of the following:

(a) by either Party in accordance with clause 5.3 or 7.3;

(b) by the Purchaser, if within five (5) Business Days of the notification, publication or announcement of a Bengaluru COVID-19 Lockdown Announcement after the date of this Agreement, the Purchaser delivers a written notice to the Seller notifying the Seller that the Purchaser is exercising its right under this clause 12.5(b) to terminate this Agreement;

(c) by the Purchaser, if more than fifty percent (50%) of the Company's total installed hospital beds (when aggregated across all hospital units owned by the Company) are being reserved for the treatment of patients with the coronavirus disease (COVID-19) and whose fees are either (i) billed directly to the relevant Governmental Authority, or (ii) at rates required to be capped by applicable Law, for a cumulative period of more than three (3) weeks;

(d) by the Purchaser, upon:

(i) the initiation of any new investigation or new inquiry, or issuance of any written notice, claim, or show-cause notice into any new alleged offence against or involving the Company under FEMA or the Prevention of Money Laundering Act 2002, in each case, occurring after the date of this Agreement; or

(ii) any enhancement of the scope or any adverse development in the investigation by the Enforcement Directorate Cochin, Kerala into the Company's compliance with FEMA occurring after the date of this Agreement;

(e) by the Purchaser, if there has been a Material Adverse Effect after the date of this Agreement;

(f) by written agreement of all of the Parties to terminate this Agreement.

Save for the termination pursuant to this clause 12.5, no Party is entitled to terminate this Agreement.

12.6 If this Agreement is terminated prior to Completion pursuant to clause 12.5, the Parties shall have no further obligations under this Agreement, provided that:

(a) the Surviving Provisions shall survive termination of this Agreement;

(b) save for termination pursuant to clause 5.3 and subject to sub-clause (c) below, termination shall be without prejudice to any rights, liabilities or obligations that have accrued prior to termination, or to any other rights or remedies available under this Agreement or at law; and

(c) notwithstanding any other provision to the contrary in this Agreement or the other Transaction Documents, no Party shall have any claim under this Agreement of any nature whatsoever against the Company.

12.7 From the date of this Agreement until the earlier of Completion and the date falling two (2) years from the date of this Agreement, none of the Purchaser or its Affiliates (other than TPG Asia VI SF Pte. Ltd., Imperius Healthcare Investments Pte. Ltd. or their respective Affiliates) shall, without the prior written consent of the Seller, directly or indirectly:

(a) solicit, endeavour to entice away, employ or offer to employ any officer or employee of the Company of the rank of general managers or above;

(b) solicit any person who has been a customer of the Company at any time during the twelve (12) months preceding the date of this Agreement (a "**Restricted Customer**") to become a customer of the Purchaser or its Affiliates, other than through advertising targeted at the general public; or

(c) induce a Restricted Customer to cease conducting, or to reduce the amount of business conducted with, or to vary adversely the terms upon which it conducts business with the Company or do any other thing which is reasonably likely to have such an effect,

provided that the Parties agree that the recruitment of a person through the placing of an advertisement of a post available to members of the public generally, or through an employment agency, in each case in a manner customary for the relevant industry in the relevant jurisdiction, shall not constitute a breach of the Purchaser's obligations pursuant to clause 12.7(a), provided that neither the Purchaser nor any of its Related Persons or Affiliates or representatives, or their respective officers or employees encourages or advises such agency to approach the relevant employee.

12.8 The Parties agree that the reference to Restricted Customer in clauses 12.7(b) or 12.7(c) shall not include any customer that was already in the knowledge of the Purchaser or its Affiliates, and shall specifically exclude all insurance companies, third party administrators, government and quasi-government agencies and entities, and international and domestic facilitators.

12.9 The Purchaser hereby agrees that each of the covenants in clause 12.7 is fair and reasonable.

Seller's Non-Compete and Non-Solicit

12.10 Subject to clause 12.11, the Seller hereby agrees and undertakes that it shall not and shall procure that each member of the Baty Family Group shall not, directly or indirectly, from the Completion Date and until a period of two (2) years from the Completion Date, for their own account or in conjunction with or on behalf of any Person, firm, or company:

(a) carry on or be engaged, concerned, or interested, directly or indirectly, whether as promoter or otherwise in carrying on any business with facilities or operations located in the India that compete with or are similar to the Business;

(b) solicit, endeavour to entice away, employ or offer to employ any employee of the Purchaser or its Affiliates specified in Schedule 9 of the rank of general managers or above;

(c) induce or attempt to induce any customer of the Company to cease to be a customer of the Company, or to restrict or adversely vary the terms of any customer contracts of the Company or otherwise interfere with the relationship between any customer and the Company;

(d) solicit any distributor, supplier, dealer, advisor or agent of the Company for the purpose of carrying on a business that competes with the Business and / or to cease having a commercial relationship with the Company; or

(e) induce or attempt to induce any director, employee or consultant of the Company to leave the employment, services or engagement of the Company, including taking up employment with any Affiliates of the Seller, provided that the Parties agree that the recruitment of a person through the placing of an advertisement of a post available to members of the public generally, or through an employment agency, in each case in a manner customary for the relevant industry in the relevant jurisdiction, shall not constitute a breach of the Seller's obligations pursuant to clause 12.10(b) or clause 12.10(e), provided that neither the Seller nor any member of the Baty Family Group or respective representatives, or their respective officers or employees encourages or advises such agency to approach the relevant employee. The Seller hereby agrees that each of the covenants specified in this clause 12.10 is fair and reasonable.

12.11 The restrictions contained in clause 12.10 shall not prevent any Person (together with its Related Persons) from:

(a) owning securities, shares, or similar interests in Wellspring Healthcare Private Limited, which operates under the brand Healthspring Community Medical Centres;

(b) owning securities, shares, or similar interests in any entity that represent a beneficial holding per entity not exceeding ten per cent. (10%) of the securities, shares, or similar interests of that entity, provided that the Person holding such an interest and its Related Persons has not been granted any board nomination rights or other governance rights in such entity; and

(c) either on their own account or in conjunction with or on behalf of any Person, firm, or company, carrying on or being engaged, concerned, or interested directly or indirectly, whether as promoter, or otherwise, in the Carved-Out Business.

Costs and Taxes

12.12 Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each Party will pay its own costs and expenses incurred in anticipation of, relating to and in connection with the negotiation, execution and performance of this Agreement and the transactions contemplated hereby. For the avoidance of doubt, the Purchaser shall bear the cost of any W&I Insurance Policy (including the underwriting fees and other costs and expenses relating thereto).

12.13 The Purchaser shall bear all stamp duty payable:

(a) on this Agreement;

(b) if the Discharge Equity Compensation is issued by the Purchaser to the Seller in terms of this Agreement, then on:

(i) execution of the Relevant Purchaser Shares Subscription Agreement;

(ii) execution of the New Shareholders' Agreement; and

(iii) the issuance of the Relevant Purchaser Shares; and

(c) on the transfer of the Shares and the Residual Shares,

under the Indian Stamp Act, 1899 or the relevant enactment of a state where such stamp duty becomes payable and the Purchaser shall be responsible for arranging the payment of such stamp duty on this Agreement, on the Relevant Purchaser Shares Subscription Agreement (if relevant), on the execution of the New Shareholders Agreement (if relevant), on the issuance of Relevant Purchaser Shares (if relevant) and on the transfer of the Shares and the Residual Shares. Except as otherwise provided for in this Agreement, the Seller shall be solely responsible for its own Taxes (including capital gains Tax, corporate Tax or equivalent direct Taxes) which may become payable as a result of the Transaction, which shall be solely borne by the Seller.

12.14 Without the prior written consent of the Seller, which may be withheld for any reason, the Purchaser shall not, and shall not cause or permit the Company or any of its Affiliates to:

(a) make an election under Section 338 of the United States Internal Revenue Code of 1986, as amended (the "**Code**") with respect to the Transaction; or

(b) make any other tax election for purposes of the Code that is applicable to the Company or any of its Affiliates and that would be effective as of any date prior to the beginning of the first taxable year of the Company (for United States federal income tax purposes) immediately following the taxable year with or within which the Completion Date occurs.

12.15 Except as otherwise agreed with the Seller (such consent not to be unreasonably withheld or delayed), and subject to clause 6.2, between the time of Completion and the beginning of the first taxable year of the Company (for United States federal income tax purposes) immediately following the taxable year with or within which the Completion Date occurs, the Purchaser shall exercise any and all rights it might have (including any voting rights attached to the Shares) to the extent it is legally able to do so to ensure that the business of the Company is carried out in accordance with the matters specified in Schedule 1, and that the Company does not enter into any extraordinary transaction that would be given effect for United States federal income tax purposes during such period. For the avoidance of any doubt, nothing contained in this clause 12.15 shall prejudice or be detrimental to any shareholders of the Company.

Default interest

12.16 If a Party fails to make any payment due to another Party under this Agreement by the due date, then the defaulting party shall pay interest on the overdue sum from (and including) the due date until (but excluding) the date of payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at a rate of ten per cent. (10%) per annum.

Assignment

12.17 No Party may assign, hold on trust, transfer, charge or otherwise deal with all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party, provided that:

(a) this Agreement and the benefits arising under it may be assigned in whole or in the part by the Seller to any of its Related Persons (provided that if such assignee ceases to be a Related Person of the Seller, this Agreement and the benefits arising under it shall automatically transfer back to the Seller immediately prior to such cessation); and

(b) this Agreement and the benefits (but not the obligations and liabilities) arising under it may be assigned or charged in whole or in part by the Purchaser to its financial lenders or banks as security for any financing or refinancing or other banking or related facilities in respect of or in connection with the Transaction and such benefits may further be assigned to any other financial institution by way of security for the borrowings made under such Agreement or to any person entitled to enforce any such security.

12.18 In the case of an assignment pursuant to clause 12.17 above, the liability of any Party to such an assignee shall not be greater than it would have been had such assignment not taken place, and all the rights, benefits and protections afforded to a Party shall continue to apply to the benefit of that Party as against the assignee as they would have applied as against the assigning Party.

12.19 Any purported assignment, novation, declaration of trust, transfer, sub-contracting, delegation, charging or dealing in contravention of clause 12.17 is ineffective.

Variation

12.20 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party.

Rights of third parties

12.21 Except as expressly stated in this Agreement, this Agreement does not confer any rights on any person or party. The Parties may rescind, vary or terminate this Agreement in accordance with its terms without the consent of or notice to any person on whom such rights are conferred.

Entire agreement

12.22 Save as otherwise provided for in this Agreement, the Confidentiality Agreement and the Transaction Documents constitute the whole agreement between the Parties relating to the Transaction as at the date of this Agreement to the exclusion of any terms implied in Law that may be excluded by contract. They supersede and extinguish any and all prior discussions, correspondence, negotiations, drafts, arrangements, understandings or agreements relating to the Transaction.

12.23 Each Party agrees and acknowledges that:

(a) it is entering into the Transaction Documents in reliance solely on the statements made or incorporated in them;

(b) save as otherwise provided for in the Confidentiality Agreement, it is not relying on any other statement, representation, warranty, assurance or undertaking made or given by any person, in writing or otherwise, at any time prior to the date of this Agreement ("**Pre-Contractual Statement**");

(c) except as expressly provided in this Agreement, it is entering into this Agreement solely in reliance on its own commercial assessment and investigation and advice from its own professional advisers; and

(d) the other Parties are entering into this Agreement in reliance on the acknowledgements given in this clause 12.23.

12.24 No Party shall have any liability whatsoever for any Pre-Contractual Statement, whether in contract, in tort or otherwise.

12.25 Without prejudice to the Parties' rights pursuant to clause 8.20 or any claim for fraud, it is agreed that the only liability of any Party in respect of those statements, representations, warranties, assurances and undertakings made or given by it and set out or incorporated in this Agreement shall be for breach of contract.

12.26 This entire agreement clause does not limit or exclude any liability of any Person for fraud, and for the avoidance of doubt, notwithstanding anything to the contrary contained herein, to the extent that the Purchaser asserts a claim for fraud against the Seller that is either (a) agreed in writing between the Purchaser and the Seller to be withdrawn, discontinued or settled, or (b) determined in accordance with clauses 12.39 and 12.40 upon being Finally Adjudicated in respect of liability and amount (a "**Resolved Fraud Claim**"), the Purchaser shall be entitled to set-off the amount due for payment by the Seller to the Purchaser in respect of such Resolved Fraud Claim (a "**Due Fraud Claim Amount**") a by way of set-off against the Deferred Payment on the Deferred Payment Date.

Inconsistency

12.27 If there is any inconsistency between the provisions of this Agreement and those of any other Transaction Document, the provisions of this Agreement shall prevail.

Remedies

12.28 The rights and remedies conferred on any Party by, or pursuant to, this Agreement are cumulative, and, except as expressly provided in this Agreement, are in addition to, and not exclusive of, any other rights and remedies available to such Party at law or in equity.

Time is of the essence

12.29 Time is of the essence for all times, dates and periods specified in this Agreement or substituted for them.

Waiver

12.30 Any waiver of any term or condition of this Agreement, waiver of any breach of any term or condition of this Agreement, or waiver of, or election whether or not to enforce, any right or remedy arising under this Agreement or at law, must be in writing and signed by or on behalf of the person granting the waiver, and no waiver or election shall be inferred from a Party's conduct.

12.31 Any waiver of a breach of any term or condition of this Agreement shall not be, or be deemed to be, a waiver of any subsequent breach.

12.32 Failure to enforce any provision of this Agreement at any time or for any period shall not waive that or any other provision or the right subsequently to enforce all provisions of this Agreement.

12.33 Failure to exercise, or delay in exercising, any right or remedy shall not operate as a waiver or be treated as an election not to exercise such right or remedy, and single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.

Release

12.34 Except for fraud, the Seller and its Affiliates and any of their respective successors, assigns and any other Person or entity claiming by, through or under any of the foregoing hereby unconditionally and irrevocably releases, waives and forever discharges, effective upon the Completion Date, the Company, and its respective current or former directors, officers, employees, representatives, shareholders and members (in their capacities as such) ("**Company Release Parties**") from any and all claims, rights, remedies, demands, causes of action, injunctions, arbitrations or Losses of any nature, amount or kind, in law or in equity (including any claims based on breach of fiduciary duty), past or present, known or unknown, suspected or unsuspected, matured or unmatured, in respect of any action, omission or event occurring prior to the Completion to the extent:

(a) with respect to the Company or the governance, operations, business, condition (financial or other) or affairs of the Company;

(b) with respect to any contract, agreement or other arrangement entered into or established prior to Completion; and

(c) any actions or omissions on the part of any Company Release Party in any of his, her or its capacities (including as an officer, director, manager, employee, representative, shareholder or member of the Company) prior to Completion.

Severance

12.35 If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

12.36 If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted or amended, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

Agreement survives Completion

12.37 This Agreement (other than obligations that have already been performed) remains in full force after Completion.

Counterparts and duplicates

12.38 This Agreement may be executed in any number of counterparts (including by .pdf delivered via email) but shall not be effective until each Party has signed at least one counterpart. Each counterpart constitutes an original, and all the counterparts together constitute one and the same agreement. If this Agreement is executed in duplicate, each duplicate constitutes an original.

Governing Law

12.39 This Agreement, the parties' agreement with respect to the settlement of disputes by arbitration in clause 12.40 below and any non-contractual obligations arising out of or in connection with each of them (including any non-contractual obligations arising out of the negotiation of the Transaction) are governed by and shall be construed in accordance with the Laws of India.

Dispute Resolution

12.40 Any of the Parties shall be entitled to seek injunctive and other extraordinary relief in the courts of Bengaluru, India or any court of competent jurisdiction in order to enforce the other Party's obligations hereunder. All other disputes, controversies or claims arising out of or related to this Agreement shall be finally and exclusively resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in effect on the date of this Agreement ("**SIAC Rules**"), which rules are deemed to be incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators. Each of the Seller and the Purchaser shall appoint one arbitrator. The third arbitrator, who shall act as the presiding arbitrator, shall be nominated by the two arbitrators nominated by or on behalf of the Seller and the Purchaser. If he is not nominated within thirty (30) days of the date of the nomination of the later of the two-party nominated arbitrators to be nominated, he shall be appointed in accordance with the provisions of the SIAC Rules in effect on such date. The venue for any hearings shall be Singapore. The seat, or legal place, of arbitration shall be Singapore.

This **Share Purchase Agreement** is entered into by the Parties and the Company on the date written at the beginning of this Agreement.

SIGNATURE PAGE

THE SELLER

For and on behalf of

International Columbia 2004

By:

Name: NATHAN A. MCLEMORE

Title: DIRECTOR

By:

Name:

Title: DIRECTOR

SIGNATURE PAGE

THE SELLER

For and on behalf of

International Columbia 2004

By:

____

Name: NATHAN A. MCLEMORE

Title: DIRECTOR

By:

____

Name: SEVIN CHENDRIAH

Title: DIRECTOR

THE COMPANY

For and on behalf of

Columbia Asia Hospitals Private Limited

By:

____

Name: NANDAKUMAR JAIRAM

Title: CHAIRMAN and CEO

THE PURCHASER

For and on behalf of

Manipal Health Enterprises Private Limited

By:

H·Sudarshan Ballal ·

____

Name: Dr. H Sudarshan Ballal

Title: Chairman

Schedule 1 Pre-Completion Conduct of the Company

The matters referred to in clause 6.1 are ensuring:

(a) the business of the Company is carried on as a going concern in all material respects in the ordinary course as carried on prior to the date of this Agreement;

(b) the affairs of the Company are conducted only in the ordinary course of business, and the Company seeks renewal of permits, approvals, licenses or authorizations granted by any Governmental Authority in the ordinary course of business;

(c) the Company does not undertake any reorganisation, or discontinue, change or relocate any material part of its business;

(d) the Company does not declare or pay any dividend or other distribution (whether in cash or in kind), or reduce its paid-up share capital;

(e) the Company does not create, issue or agree to issue or allot any share capital to any person (other than the Seller) and the Company does not cancel, redeem or repurchase any shares or other securities;

(f) the Company does not enter into transactions with a Related Person which is not in the ordinary course of business and on arm's length;

(g) the Company does not enter into or terminate any revenue contract which is not in the ordinary course of business and on arm's length and:

    (i) which is not consistent with the Business Plan or has a value in excess of INR 10,000,000 (Rupees ten million) per annum; or

    (ii) which cannot be performed within its terms within one (1) year after the date on which it is entered into and is not consistent with the Business Plan or has a value in excess of INR 10,000,000 (Rupees ten million) over the life of the contract;

(h) the Company does not enter into or terminate any contract which is not in the ordinary course of business and on arm's length and:

    (i) which is not consistent with the Business Plan or is likely to involve expenditure in excess of INR 10,000,000 (Rupees ten million) per annum; or

    (ii) which cannot be performed within its terms within one (1) year after the date on which it is entered into and is not consistent with the Business Plan or is likely to involve expenditure in excess of INR 10,000,000 (Rupees ten million) over the life of the contract;

(i) the Company does not institute or settle any litigation where that action is likely to result in a payment to or by the Company of INR 10,000,000 (Rupees ten million) or more;

(j) the Company does not give any guarantee, indemnity or other agreement to secure an obligation of a third person or enter into any joint venture, consortium, profit or loss sharing agreement or partnership;

(k) the Company does not make any change to its accounting practices or policies or amend its constitutional documents, unless required by Law or relevant accounting standards, or change any of the internal / statutory auditors;

(l) the Company does not dispose of or discontinue any material part of its business or assets which is not in the ordinary course of business or which is not consistent with the Business Plan;

(m) in connection with its material assets, the Company does not:

(i) terminate or serve any notice to terminate, surrender or accept any surrender of or waive the terms of any lease, tenancy or licence; and / or

(ii) enter into or vary any agreement, lease, tenancy, licence or other commitment;

(n) the Company does not incur any capital expenditure which is not in the ordinary course of business or which is not consistent with the Business Plan;

(o) the Company maintains in force policies of insurance with limits of indemnity at least equal to, and otherwise on terms no less favourable than, the policies of insurance maintained by it immediately before the date of this Agreement;

(p) the Company does not borrow any money from an External Financier except as provided under the Business Plan;

(q) the Company does not:

(i) terminate any Senior Personnel, Key Officers and / or the Key Doctors other than for cause;

(ii) make changes (other than those required by Law and other than the annual discretionary bonus) to the terms of employment (including benefits) of any Senior Personnel which are likely to increase in aggregate the costs of such Persons to the Company by more than ten per cent. (10%) per annum;

(iii) make changes (other than those required by Law) to the terms of employment (including benefits) of any Key Officers (other than the Senior Personnel) which are likely to increase in aggregate the costs of such Persons to the Company by more than thirteen per cent. (13%) per annum; or

(iv) make changes (other than those required by Law) to the terms of employment (including benefits) of its employees (other than Senior Personnel, Key Officers and / or doctors engaged by the Company), in circumstances which are likely to increase in aggregate the costs of such employees to the Company by more than eight point five per cent. (8.5%) per annum;

(r) except to replace employees or doctors (engaged or employed) or where there is a bona fide business rationale and on arm's length terms consistent with past practice, the

Company shall not employ or agrees to employ or engage any new persons fully or part time;

(s) the Company does not cancel, terminate, amend or otherwise modify any of the Separation Agreements; and / or

(t) the Company does not do or allow anything to be done which causes or is reasonably likely to cause a Material Adverse Effect.

Schedule 2 Completion Obligations

1. **Seller's Obligations**

1.1 On Completion, the Seller shall:

(a) with respect to the transfer of the Shares (being in dematerialised form), issue and procure that Axis Trustee Services Limited shall issue, instructions to its depository participant and complete all necessary filings (including filing of annexure W with NSDL) for release of pledge created over the Shares pursuant to the Rupee Seller Pledge Agreements;

(b) immediately upon completion of actions in paragraph 1.1(a) above and simultaneously with the action listed at paragraph 2.1(d) of this Schedule 2, with respect to the transfer of the Shares (being in dematerialised form), issue instructions in the delivery instruction slips (including the annexure thereto pertaining to evidence of remittance of consideration) to its depository participant to transfer such Shares to the Purchaser Demat Account and deliver to the Purchaser evidence, in a form reasonably acceptable to the Purchaser, of such instructions been issued, provided however, as stamp duty is payable on the transfer of Shares, then the Seller shall issue such instructions subject to the Purchaser fulfilling its obligations under paragraph 2.1(a) of this Schedule 2 (that is, to deposit the applicable stamp duty with the depository or reimburse to the Seller, if the Seller has paid such stamp duty to the depository);

(c) with respect to the transfer of the Residual Shares (being in physical form), subject to the receipt of the securities transfer form(s), as required to be delivered by the Purchaser under paragraph 2.1(b) of this Schedule 2, deliver to the Purchaser such securities transfer form(s), duly executed by or on behalf of the registered holder(s) in favour of the Purchaser and/or the Purchaser's Nominee accompanied by the relevant share certificates and, if applicable, any power of attorney under which any such transfer is executed on behalf of the registered holder;

(d) deliver to the Purchaser a consent letter and such other documents that are required from the Seller to be submitted along with Form FC-TRS to the Reserve Bank of India in relation to the transfer of the Shares; and

(e) do all things reasonably necessary to enable the Purchaser to meet its obligations under paragraph 2 of this Schedule 2.

1.2 On Completion, the Seller shall use all corporate powers available to the Seller to procure that the Company shall pass board resolutions approving the following matters:

(a) the registration of the share transfers referred to in paragraphs 1.1(b) and (c) above of this Schedule 2, including issuing instructions to the depository participants, updating the register of members, register of share transfers and endorsing the share certificate(s), as applicable and if required;

(b) the removal of the following persons as directors by way of resignation from the Company and taking on record their letters of resignation with effect from the Completion Date (acknowledging that he has no claim against the Company, whether for loss of office or otherwise, and he releases the Company from any and all known and unknown claims, other than pursuant to any indemnity (or similar arrangement), if any, owed to him in his capacity as a director or officer of the Company) along with updating the register of directors and key managerial personnel and submission of e-Form DIR 11 and e-Form DIR-12 (prescribed under the (Indian) Companies Act, 2013):

Name of director
Matthew Thomas Powell
Nathan Allen McLemore
James Lewis Thayer

(c) appoint the persons (each of whom must have a director identification number) nominated by the Purchaser as directors on the board of the Company as the Purchaser may notify the Seller in writing at least five (5) Business Days prior to Completion (along with the submission by the Purchaser of the relevant forms in relation to: (i) consent of such director to act as a director in the Company in form DIR-2; (ii) intimation in respect of disqualification through form DIR-8; and (iii) interest of such director in other entities in form MBP-1, with respect to each such person nominated), along with updating the register of directors and key managerial personnel of the Company and submission of e-Form DIR 12 (prescribed under the (Indian) Companies Act, 2013), to reflect the name of such persons as directors on the boards of the Company;

(d) amend the mandates for operation of all bank accounts in the name of the Company to remove any of the Seller's nominees (if any) and then appoint the nominees of the Purchaser as may be notified to the Seller by the Purchaser in writing at least ten (10) Business Days prior to Completion; and

(e) revocation of all powers of attorney issued by the Company to any Person to enable such Person to carry out various functions, to sign and execute various documents and represent the Company, other than any power of attorney issued to an agent for the purposes of applying for Intellectual Property or otherwise required for the business of the Company to be carried on in the ordinary course as carried on prior to the date of this Agreement.

1.3 On Completion, the Seller shall procure the Company to deliver to the Purchaser minutes of the duly convened and quorate board meeting of the Company recording the items mentioned in paragraph 1.2 above and certified true extracts (certified by the Company's secretary or any director of the Company) of the register of members, register of share transfers, register of directors and key managerial personnel and copies of the relevant e-forms filed with the Registrar of Companies as set out in paragraph 1.2 above.

2. **Purchaser's Obligations**

2.1 On Completion, the Purchaser shall:

(a) as required to be paid under the applicable Law, have paid applicable stamp duty on the transfer of dematerialised Shares (whether to the depository directly or to the Seller, if the Seller has paid such stamp duty to the depository) and deliver to the Seller evidence, in a form reasonably acceptable to the Seller, of such payment as required to be paid under applicable Law;

(b) deliver to the Seller securities transfer form (Form SH-4 - Securities Transfer Form, prescribed under the (Indian) Companies Act, 2013) in relation to the transfer of the Residual Shares, including therein the details of the Purchaser and the Purchaser's Nominee, duly executed by the Purchaser and the Purchaser's Nominee and stamped with the requisite stamp duty;

(c) execute the agreements and take all actions as required pursuant to clauses 5.4(a) through 5.4(c) (inclusive);

(d) make a wire transfer of immediately available funds to the Seller's Account (or such account or accounts of the Seller, as the Seller shall have given notice to the Purchaser not less than three (3) Business Days prior to the Completion Date) in an amount equal to the Completion Payment, subject to deductions for the Withholding Tax Amount;

(e) procure that the Purchaser's Nominee makes a wire transfer of immediately available funds to the accounts of the Residual Shareholders (as the Seller shall have given notice to the Purchaser not less than three (3) Business Days prior to the Completion Date) in an amount equal to the Residual Shares Purchase Price;

(f) immediately upon completion of actions in paragraph 1.1(a) above, ensure that relevant instructions are issued by the Purchaser and Axis Trustee Services Limited to the depository participant and annexure W is filed with the NSDL for creation of pledge on the Shares;

(g) do all things reasonably necessary to enable the Seller to meet its obligations under paragraph 1 of this Schedule 2; and

(h) undertake to, within the period required under applicable Law, complete the e-filing of Form FC-TRS prescribed under FEMA with the Reserve Bank of India, in relation to the transfer of the Shares and obtain the endorsement of the authorised dealer bank thereon and deliver an endorsed copy of the same to the Seller.

Schedule 3 Purchaser Warranties

1. **Warranties by the Purchaser**

Subject to the terms and conditions of this Agreement and unless expressly provided otherwise, the Purchaser makes the Purchaser Warranties set forth in this Schedule 3 as of the date of this Agreement and the Completion Date (and shall therefore only be accurate as of such dates only).

1.1 **Existence – Incorporation**

The Purchaser is a company duly formed and validly existing under the Laws of India.

1.2 **Authority and capacity**

1.2.1 The Purchaser has the requisite corporate power and authority to enter into, deliver and perform its obligations under this Agreement and each other Transaction Document to which it is a party, and has obtained all necessary corporate authorizations required to be obtained by it to enter into this Agreement and each other Transaction Document to which it is a party.

1.2.2 This Agreement and each other Transaction Document to which the Purchaser is a party, upon execution by it, will constitute for it valid and binding obligations, enforceable against it in accordance with their respective terms.

1.3 **Absence of violation**

1.3.1 The execution and delivery of, and the performance by the Purchaser of its obligations under this Agreement and each other Transaction Document to which it is a party will not:

(a) constitute a violation of, or a default under, or conflict with any term or provision of its governing documents;

(b) constitute a violation of any applicable Law;

(c) conflict with, result in a material breach of or constitute a default under any instrument to which it is a party or by which it is bound; or

(d) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or any other Law for the protection of debtors or creditors,

other than, such violations, defaults or conflicts which would not impair its ability to perform in all material respects its obligations pursuant to this Agreement.

1.4 **Governmental consents**

Subject to the Seller Warranties set out in paragraph 1.5 of Schedule 4 (*Seller Warranties*) being accurate, the execution and delivery of, and the performance by the Purchaser of its obligations under this Agreement and each other Transaction Document to which it is a party, do not, and will not, require it to obtain any consent or approval of, or give any notice to or make any registration with, any governmental, regulatory or other authority that has not been unconditionally and irrevocably obtained or made at the date of this

Agreement (save for any legal or regulatory entitlement to revoke the same other than by reason of any misrepresentation or misstatement) or result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound or impact any of its obligations hereunder (save for such violations, defaults or conflicts with any governmental or regulatory consents or approvals which would not impair the Purchaser's ability to perform in all material respects its obligations pursuant to this Agreement or any Transaction Document).

1.5 **Financial resources**

The Purchaser has, and at Completion will have, the necessary financial resources to meet its obligations under this Agreement immediately available on an unconditional basis (other than being conditional on the Conditions being satisfied).

1.6 **Solvency**

1.6.1 The Purchaser:

(a) is not insolvent, nor is it subject to any bankruptcy, insolvency, moratorium, amicable or similar proceedings under applicable Law;

(b) is not in liquidation and no proceedings have been brought or to its Knowledge, threatened for the purpose of winding it up or placing it under official management; and

(c) has not taken any steps to enter into liquidation and to its Knowledge, there are no facts, matters, circumstances or grounds on which any person could petition or apply for its winding up or for the appointment of a receiver over it or its assets or for it to be placed under official management.

1.6.2 To the Purchaser's Knowledge, there are no facts, matters or circumstances which give any person the right to apply to liquidate it or wind it up or place it under official management.

1.6.3 No administrator or receiver has been appointed to the Purchaser or over any part of its assets, nor has any deed of company arrangement been executed or proposed in respect of it, and no distress, execution or other process has been levied on the Purchaser's assets or properties.

1.7 **Purchasing for own account**

The Purchaser is acquiring the Shares for its own account as an investment without the present intent to sell, transfer or otherwise distribute the same to any other Person. The Purchaser acknowledges that the Shares are not registered pursuant to the U.S. Securities Act of 1933 or any applicable state security Laws and that none of the Shares may be transferred, except pursuant to an applicable exemption under the U.S. Securities Act of 1933 or an exemption therefrom.

1.8 Information

All information and documents given by or on behalf of the Purchaser (or its agents or advisers) to the Seller (or its agents or advisers) was, when given, true, accurate and not misleading.

Schedule 4 Seller Warranties

1. **Warranties by the Seller**

Subject to the terms and conditions of this Agreement and unless expressly provided otherwise, the Seller makes the Seller Warranties set forth in this Schedule 4 as of the date of this Agreement and the Completion Date (and shall therefore only be true and accurate as of such dates only).

For the purpose of this Schedule 4, any reference to "**Company**" shall, for the period until 18 October 2019, mean a reference to both the Company and Navketan Nursing Home Private Limited.

1.1 **Existence – Incorporation**

1.1.1 The Seller is a corporation duly formed and validly existing and in good standing under the Laws of Mauritius, and has full capacity, power and authority to carry on its business as it is currently conducted and to own the Shares.

1.2 **Merger**

1.2.1 The scheme of amalgamation for the merger between the Company and Navketan Nursing Home Private Limited was prepared, filed with and approved by the Regional Director, in accordance with all applicable Laws (including the (Indian) Companies Act, 2013), such scheme is effective in accordance with its terms, and, to the Seller's Knowledge, except as Fairly Disclosed, all of the property, assets and undertakings (including any contracts and licences) of Navketan Nursing Home Private Limited have fully vested with the Company on the terms of the scheme.

1.3 **Authority, capacity and solvency**

1.3.1 Each of the Seller and the Company have the requisite power and authority to enter into, deliver and perform its obligations under this Agreement and, solely with respect to the Seller, each other Transaction Document to which the Seller is a party, and has obtained all necessary authorizations required to be obtained by it to enter into this Agreement and, solely with respect to the Seller, each other Transaction Document to which the Seller is a party.

1.3.2 This Agreement and, solely with respect to the Seller, each other Transaction Document to which the Seller is a party, upon execution by the Seller and / or the Company, will constitute for the Seller and / or the Company, valid, legal and binding obligations, enforceable against the Seller and / or the Company in accordance with their respective terms.

1.3.3 The Seller:

(a) is not insolvent, nor is it subject to any bankruptcy, insolvency, moratorium, amicable or similar proceedings under applicable Law;

(b) is not in liquidation and no proceedings have been brought or to the Seller's Knowledge, threatened for the purpose of winding it up or placing it under official management; and

(c) has not taken any steps to enter into liquidation and to the Seller's Knowledge, there are no facts, matters, circumstances or grounds on which any person could petition or apply for its winding up or for the appointment of a receiver over it or its assets or for it to be placed under official management.

1.3.4 To the Seller's Knowledge, there are no facts, matters or circumstances which give any person the right to apply to liquidate it or wind it up or place it under official management.

1.3.5 No administrator or receiver has been appointed to the Seller or over any part of its assets, nor has any deed of company arrangement been executed or proposed in respect of it, and no distress, execution or other process has been levied on any of the Seller's assets or properties.

1.4 **Absence of violation**

1.4.1 The execution and delivery of, and the performance by the Seller of its obligations under this Agreement and each other Transaction Document to which the Seller is a party will not:

(a) constitute a violation of, or a default under, or conflict with any term or provision of its governing documents;

(b) constitute a violation of, or a default under, or conflict with any applicable Law; or

(c) conflict with, result in a material breach of or constitute a default under any instrument or agreement to which it is a party or by which it is bound;

(d) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or any other Law for the protection of debtors or creditors; and / or

(e) result in the creation of any Encumbrance over any of the present or future assets or revenue of the Company,

other than, such violations, defaults or conflicts which would not impair its ability to perform in all material respects its obligations pursuant to this Agreement (except performance of the Conditions set forth in clauses 5.1(d) and 5.1(i), which need to be performed unqualified).

1.5 **Governmental consents**

Subject to the warranties of the Purchaser in paragraph 1.4 of Schedule 3 (*Purchaser Warranties*) being accurate, the execution and the performance by the Seller and the Company of this Agreement and, solely with respect to the Seller, each other Transaction Document and any other agreement entered into pursuant to this Agreement to which the Seller is party, do not and will not, require on the part of the Seller, any consent, approval, authorization or order of, action by, filing with or notification to any Governmental Authority (save for those requirements expressly contemplated under this Agreement as either a condition or a covenant applicable to the Seller).

1.6 **Ownership of the Shares and the Residual Shares**

1.6.1 The Seller is the sole legal and beneficial owner of the Shares. The Residual Shareholders are the sole owners of the Residual Shares.

1.6.2 The Shares and the Residual Shares constitute the entire issued share capital of the Company. Each of the Shares and the Residual Shares has been properly and validly issued in accordance with the Company's constitutional documents and all applicable Laws (including the (Indian) Companies Act, 2013), is fully paid-up and was issued and allotted or transferred (as the case may be) pursuant to a valid and duly stamped instrument. Other than pursuant to the Rupee Seller Pledge Agreements, none of the Shares or the Residual Shares is subject to any Encumbrance.

1.6.3 Other than pursuant to the Rupee Finance Agreements, there are no authorized or outstanding securities, warrants, options, instruments, agreements or commitments of any nature whatsoever including employee stock options or phantom stock options or other derivative instruments (exercisable now or in the future and contingent or otherwise) pursuant to which the Company and/ or the Seller or any other member of the Seller's Group shall issue, deliver or sell, or cause to be issued, delivered or sold, any shares, or any securities convertible into, exchangeable for or otherwise giving access to the share capital or voting rights of the Company.

1.7 **The Company – Capitalization**

1.7.1 The Company is duly incorporated and validly existing and in good standing under the Laws of India, and has full capacity, power and authority to carry on its business as it is currently conducted.

1.7.2 The Company is:

(a) is not insolvent, nor is it subject to any bankruptcy, insolvency, moratorium, amicable or similar proceedings under applicable Law;

(b) is not in liquidation and no proceedings have been brought or to the Seller's Knowledge, threatened for the purpose of winding it up or placing it under official management; and

(c) has not taken any steps to enter into liquidation and to the Seller's Knowledge, there are no facts, matters, circumstances or grounds on which any person could petition or apply for its winding up or for the appointment of a receiver over it or its assets or for it to be placed under official management.

1.7.3 To the Seller's Knowledge, there are no facts, matters or circumstances which give any person the right to apply to liquidate the Company or wind the Company up or place the Company under official management.

1.7.4 No administrator or receiver has been appointed to the Company or over any part of the Company's assets, nor has any deed of company arrangement been executed or proposed in respect of the Company, and no distress, execution or other process has been levied on any of the Company's assets or properties.

1.7.5 The execution and delivery of, and the performance by the Company of its respective obligations under this Agreement will not:

(a) constitute a violation of, or a default under, or conflict with any term or provision of its governing documents;

(b) constitute a violation of, or a default under, or conflict with any applicable Law; or

(c) except as set out under the Disclosure Letters or with respect to the Rupee Finance Agreements, conflict with, result in a material breach of or constitute a default under any instrument or agreement to which it is a party or by which it is bound;

(d) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or any other Law for the protection of debtors or creditors; and / or

(e) result in the creation of any Encumbrance over any of its present or future assets or revenue.

1.7.6 Except as set out in the Disclosure Letters, the Company does not hold and has not agreed to acquire any shares or other equity interest in any Person.

1.8 **Accounts and Records**

For the purpose of this paragraph 1.8:

"**Accounts**" means the Audited Financial Statements.

"**Accounts Date**" means the Audited Financial Statements Date.

1.8.1 The Accounts have been prepared in accordance with applicable Laws and Ind-AS and on a basis consistent with the past accounting policies of the Company (save where otherwise required by applicable Laws or Ind-AS) and present the true and fair view of the assets, liabilities, state of affairs, financial condition, results of operations and cash flows as of the Accounts Date and for the periods referred to therein.

1.8.2 Without limiting the generality of paragraph 1.8.1 above:

(a) the Accounts make full provision for or disclose all and any liabilities or obligations (whether or not accrued, absolute, contingent or otherwise including operating lease commitments) and all outstanding capital commitments as of the Accounts Date that are required to be reflected on a balance sheet (or the notes thereto) in each case prepared in accordance with Ind-AS and applicable Law;

(b) all accounts receivables in respect of services provided by the Company appearing in the Accounts represent a bona fide claim arising on or before the Accounts Date;

(c) the Accounts fully disclose all the assets of the Company as of the Accounts Date, give a true and fair view of the value of the Company's inventory in accordance with applicable Law and Ind-AS; and

(d) (save as expressly disclosed therein) the Accounts are not affected by any extraordinary or exceptional items.

1.8.3 Except as stated in the Accounts, no changes in the policies of accounting have been made during any of the three (3) Financial Years prior to the Accounts Date.

1.8.4 Except as disclosed in the Accounts or set out in the Disclosure Letters:

(a) as of the Accounts Date, there are no guarantees or indemnities given by the Company to secure any indebtedness or any loans or liabilities taken by, or any obligations of, the Seller or any member of the Seller's Group; and

(b) there are no guarantees or indemnities given by the Company to secure any indebtedness or any loans or liabilities taken by, or any obligations of, the Seller or any member of the Seller's Group.

1.8.5 The registers of members and securities transfers, all other statutory books and registers, and all accounting and other records of the Company:

(a) are in the possession of the Company;

(b) have been properly maintained, in all material respects, in accordance with all applicable Laws; and

(c) are correctly written up to date and contain a true and correct record, in all material respects, of all matters and information that should be contained in them under all applicable Laws,

and the Company has not received any written notice or allegation that any of these are incorrect or should be rectified.

1.8.6 Except as Fairly Disclosed, the Company has made all corporate filings and notifications with the relevant Governmental Authorities (including the Ministry of Corporate Affairs and the Reserve Bank of India) in compliance with all material filing and notification requirements under applicable Laws (including under FEMA).

1.8.7 The Management Accounts have been prepared in good faith in accordance with applicable Law, and on a basis consistent with past practices and policies of the Company and on the basis consistent with the Accounts, and fairly and materially present the financial position of the Company.

1.9 **Business since the Audited Financial Statements Date**

Since the Audited Financial Statements Date and until the "relevant date":

1.9.1 the Company has carried on its business in the ordinary and usual course, consistent with past practice;

1.9.2 except as set out under the Disclosure Letters:

(a) the Company has not acquired or agreed to acquire, license, or encumber any business or asset (in a single transaction or series of connected transactions) other than in ordinary course of business, in accordance with the Business Plan or having an aggregate value in excess of INR 10,000,000 (Rupees ten million); and

(b) the Company has not disposed of or agreed to dispose of any material part of its business or asset (in a single transaction or series of connected transactions) other than in ordinary course of business or in accordance with the Business Plan;

1.9.3 there has been no occurrence of any matter or event (or series of matters or events) which has caused or, to the Seller's Knowledge, is reasonably likely to cause a Material Adverse Effect;

1.9.4 except as set out under the Disclosure Letters, the Company has not entered into any contract, liability or commitment which:

(a) in relation to operational expenditure, other than in the ordinary course of business, involves expenditure in excess of INR 2,500,000 (Rupees two million five hundred thousand);

(b) in relation to capital expenditure, other than in the ordinary course of business, involves expenditure in excess of INR 10,000,000 (Rupees ten million); or

(c) cannot be terminated on less than twelve (12) months' notice;

1.9.5 there has been no damage, destruction or loss (whether or not covered by insurance) materially affecting the business of the Company or its material assets;

1.9.6 the Company has not declared, made or paid any dividend or other distribution of profits or assets;

1.9.7 other than pursuant to the Separation Agreements or as permitted under clause 6.2(c), the Company has not made or agreed to make any payment other than in the ordinary course of business;

1.9.8 the Company has not granted or disbursed or agreed to grant or disburse any loans;

1.9.9 other than changes that do not exceed the thresholds set forth in paragraphs (q)(ii), (iii) and (iv) of Schedule 1, the Company has not made any material change to the employment terms or increased the base salary or bonus payable to any of its Key Officers or Key Doctors which is not in the ordinary course of business;

1.9.10 the Company has not planned, announced, implemented or effected any layoffs, early retirement programs or other material reductions in force applicable across the Company's employee base, in each case, involving at least twenty (20) employees;

1.9.11 the Company has not redeemed or repurchased, directly or indirectly, any shares of its capital stock or other Equity Securities or declared, set aside, paid or made any distributions or payment to its shareholders with respect to any shares of its capital stock or other Equity Securities or made any payments with respect to any stock appreciation rights, phantom stock plans or similar arrangements;

1.9.12 other than the scheme of amalgamation for the merger between the Company and Navketan Nursing Home Private Limited, the Company has not adopted a plan of liquidation, dissolution, merger, consolidation or other reorganisation; and

1.9.13 the Company has not entered into a legally binding written commitment to do any of the foregoing,

where "relevant date" means: (i) the date of this Agreement, where the Seller Warranty in this paragraph 1.9 is being given as of the date of this Agreement; and (ii) the Completion Date, where the Seller Warranty in this paragraph 1.9 is being given as of the Completion Date.

1.10 **Taxes**

1.10.1 All Tax Returns required to be filed with any Taxation Authority in respect of the Company (including the forms and documents required to be furnished under Section 285A of the Income Tax Act) have been timely filed (taking into account any extension of time within which to file), such Tax Returns are true and accurate in all respects, and all Taxes due according to such Tax Returns have been paid when due.

1.10.2 Except as Fairly Disclosed, no material examination or audit by a Taxation Authority, or Legal Proceedings which has been notified in writing to the Company, is pending with regard to any Taxes or Tax Returns of the Company.

1.10.3 The Company is and has at all times been resident only in its country of incorporation for all Tax purposes and will be so resident at Completion. The Company is not liable to pay Tax chargeable under the laws of any jurisdiction other than its country of incorporation (except on withholding tax).

1.10.4 The Company has provided all information and maintained all records in relation to Tax as it is required to make, provide or maintain and has in all material respects, complied on a timely basis with all notices served on it and any other requirements lawfully made of it by any Taxation Authority.

1.10.5 The Company has duly and punctually paid all Tax which it has become liable to pay and is under no liability to pay any penalty or interest in connection with any claim for Tax.

1.10.6 With respect to any period for which Tax returns are not yet due and thus have not been filed, or for which Taxes are not yet due or owing, the Company has made accruals for such Taxes in its accounting books and records in accordance with Ind-AS. The Company has made (or there has been made on their behalf) all required current estimated Tax payments which are due and payable, including advance and withholding taxes, if any, sufficient to avoid any underpayment penalties or interest in accordance with applicable Laws.

1.10.7 Except as challenged by any Taxation Authority in a Tax audit, investigation or other Tax proceeding set out in the Disclosure Letters, the Company has appropriately classified the expenditure incurred by it as revenue and capital in nature and has not claimed any expenditure which is not deductible while computing its taxable income. Further, except as challenged by any Taxation Authority in a Tax audit, investigation or other Tax proceeding set out in the Disclosure Letters, the Company has appropriately classified fixed assets for Tax purposes and claimed appropriate Tax depreciation thereon in accordance with the provisions of the Income Tax Act and other Tax laws.

1.11 **Real Property**

1.11.1 The Disclosure Letter (Signing Date) contains a complete list of all the Property owned by the Company as of the date of this Agreement (the "**Owned Real Property**"). Each Owned Real Property is owned by the Company free and clear of Encumbrances (other than Encumbrances created pursuant to the Rupee Finance Agreements) and was acquired or purchased by the Company under the terms of valid and enforceable deeds of conveyance. The Company's possession and use of any of the Owned Real Properties does not violate any applicable Laws in a material respect.

1.11.2 The Disclosure Letter (Signing Date) contains a complete list of the Property leased as of the date of this Agreement by the Company as lessee (the "**Leased Real Property**"). The Leased Real Property are leased under the terms of valid and enforceable lease agreements (the "**Real Property Leases**") and, to the Seller's Knowledge, no third party is seeking to invalidate any Real Property Lease. The possession and use of any of the Leased Real Properties does not violate any applicable Laws in a material respect.

1.11.3 All applicable quit rent, rates, assessments and other lawful outgoings due to the relevant Governmental Authority in respect of the Owned Real Property and the Leased Real Property up to Completion have been paid, and all conditions affecting the Owned Real Property and the Leased Real Property whether express or implied under the Law and / or the Real Property Leases have been duly complied with by the Company in all material respects.

1.11.4 To the Seller's Knowledge, there are no covenants, restrictions, burdens, stipulations, wayleaves, easements, grants, conditions, terms, overriding interests, rights or licences affecting the Owned Real Property or the Leased Real Property, which adversely affect, in any material respect, the use or intended use of the Owned Real Property or the Leased Real Property.

1.11.5 To the Seller's Knowledge, there is no reason the existing tenancies and leases in respect of the Leased Real Property should not be renewed on their expiry or a fresh tenancy or lease granted, nor any reason why such tenancies or leases are likely to be renewed or a fresh tenancy or lease granted on terms materially less favourable to the Company (save as regards reasonable commercial increases in rent).

1.11.6 All covenants, restrictions, stipulations, conditions and other terms affecting the Leased Real Property have been observed and performed and, to the Seller's Knowledge, there are no circumstances which exist that would entitle or require any landlord or other person to exercise any powers of entry and taking possession or which would otherwise give rise to restriction or termination of the continued possession or occupation of any of the Leased Real Property.

1.11.7 To the Seller's Knowledge, the Company has not received any notice of, nor is party to or the subject of:

(a) any outstanding disputes, compulsory purchaser notices, orders or complaints which affect the Owned Real Properties or the Leased Real Properties; or

(b) any closing, compulsory acquisition, demolition or clearance orders, enforcement notices or stop notices affecting any Owned Real Property and/ or the Leased Real Property,

and, to the Seller's Knowledge, there are no circumstances which exist that would result in the occurrence of the matters described in sub-paragraphs (a) or (b) above affecting an Owned Real Property or Leased Real Property.

1.11.8 To the Seller's Knowledge, none of the Owned Real Property and / or the Leased Real Property is subject to any matter that is likely to materially adversely affect the Company's ability to continue to carry on the business from any Owned Real Property and the Leased Real Property in materially the same manner as at present.

1.11.9 To the Seller's Knowledge, each Owned Real Property and the Leased Real Property benefits from all easements or other enforceable contractual rights (if any) necessary for the continued use, enjoyment and maintenance of such Owned Real Property and the Leased Real Property by the Company in materially the same manner as at present.

1.11.10 All policies of insurance relating to the Leased Real Properties, where the Company is responsible for maintaining insurance, conforms in all respects with the requirements of the lease or tenancy under which each of the Leased Real Property is occupied.

1.11.11 To the Seller's Knowledge, the Company has not received any notice from any municipal, state or other local Governmental Authority alleging that the Company's use or possession of the Properties is not in compliance with the applicable building plan approvals or other material licences and approvals, and, to the Seller's Knowledge, there are no grounds as to why any such notice is likely to be issued.

1.12 **Assets**

1.12.1 The Company either owns, free and clear of all Encumbrances (other than Encumbrances created pursuant to the Rupee Finance Agreements, or liens or charges arising from the entering into of operating leases, equipment sale and/or leaseback arrangements, in each case pursuant to the terms of the contracts governing such arrangement), or has the right to use all the assets disclosed in the Audited Financial Statements and all other material assets used to carry out its business as currently conducted.

1.13 **Intellectual Property**

1.13.1 The Intellectual Property that is material to the carrying on of the business of the Company as currently conducted are either owned by the Company (the "**Owned Intellectual Property**") or used by the Company pursuant to valid and enforceable license agreements (the "**Licensed Intellectual Property**"). Other than the Owned Intellectual Property and the Licensed Intellectual Property, there is no other intellectual property being used or required by the Company in relation to conduct of its business, as presently conducted.

1.13.2 The Company's use of the 'Columbia Asia' and the 'Columbia India Hospitals' marks does not infringe or violate any third-party rights, including without limitation, any Intellectual Property rights, and subject to the terms of the Trademark License Agreement, the Company has an unconditional and unhindered right to use the 'Columbia Asia' mark. There are no Legal Proceedings, pending or threatened, against the Company for the use of the 'Columbia Asia' or 'Columbia India Hospitals' marks.

1.13.3 The Company has measures in place to maintain the confidentiality of all trade secrets. To the Seller's Knowledge, the operation of the business of the Company as currently conducted is not subject to any Intellectual Property infringement claim made in writing by any third party against the Company which remains outstanding. To the Seller's Knowledge, no employee or former employee or consultants or any third party engaged by the Company at any time has misappropriated, infringed or otherwise violated in any respect any Owned Intellectual Property. All application and renewal fees and costs and charges regarding registration of the Owned Intellectual Property, have been duly paid in full and within the specified timelines and deadlines.

1.13.4 To the Seller's Knowledge, there exists no infringement by any third party of any Owned Intellectual Property or Licensed Intellectual Property nor do any of the Owned Intellectual Property infringe any intellectual property rights belonging to any third party.

1.13.5 The Owned Intellectual Property is not the subject of any pending, or (to the Seller's Knowledge) threatened in writing, proceedings for opposition, cancellation, revocation, infringement or rectification or claims from any Person, and, to the Seller's Knowledge, there are no facts or matters which might give rise to any such proceedings.

1.13.6 The Company's right to exploit any of the Owned Intellectual Property and Licensed Intellectual Property required for the operation of the business will not be liable for termination, avoidance or repudiation by any person as a result of execution, performance or consummation of transactions contemplated under this Agreement or any other Transaction Document.

1.13.7 Other than the licences under the Separation Agreements and any generic commercial off-the-shelf software licences, the Company does not require any license, permit or registration to use any third-party Intellectual Property in relation to the conduct of its business, as presently conducted.

1.14 **Material Commercial Contracts FY2020 and FY2021**

1.14.1 Schedule 5 sets out a complete list of all Material Commercial Contracts FY2020.

For the purposes of this warranty, "**Material Commercial Contracts FY2020**" means:

(a) each revenue-generating contract entered into by the Company and agreements for supply of goods or services to the Company, in each case having a value in excess of INR 20,000,000 (Rupees twenty million) for the Financial Year ending 31 March 2020; and

(b) each contract entered into by the Company that imposes any non-competition or exclusivity arrangement on the Company,

but, solely for the purposes the warranties in paragraphs 1.14.3, 1.14.5, 1.14.6, and 1.14.7 below, excluding medical professional services agreement with Medical Practitioners.

1.14.2 All Material Commercial Contracts FY2020 are in full force and effect and are valid, binding and, to the Seller's Knowledge, enforceable in accordance with their terms and, except as set out in the Disclosure Letters, have been duly executed. The provisions of all Material Commercial Contracts FY2020 are in compliance with applicable Laws.

1.14.3 The Company has not received any written notice that it is in material breach of any Material Commercial Contract FY2020 or has received a written termination notice under any Material Commercial Contract FY2020.

1.14.4 The entry into this Agreement or the transactions contemplated hereunder (including Completion) will not result in the termination of any Material Commercial Contract FY2020 or give the right to any counterparty thereto to terminate any Material Commercial Contract FY2020 or to exercise any other rights against the Company.

1.14.5 Other than in the ordinary course of business, the Company has not given any powers of attorney and there is no other express authority that is still outstanding or effective to any person, to enter into any contract or commitment to do anything on the Company's behalf.

1.14.6 Other than as provided under the Kolkata Lease, the Company is not under any obligation to offer subsidised, discounted or free services to patients in any of its hospital facilities or clinics. The Company has not received any nominations from the Government of West Bengal in relation to free treatment of patients and it is in compliance with its obligations under the Kolkata Lease.

1.14.7 With respect to each Material Commercial Contract FY2020, the Company has duly performed and complied with its material obligations thereunder and there has been no delay, negligence or other default on its part, and no event has occurred which would have had a Material Adverse Effect.

1.14.8 Except as set out in the Disclosure Letters, there are no Material Commercial Contracts FY2020 that:

(a) were entered into otherwise than in the ordinary course of business;

(b) involve payment by reference to fluctuations in any index of commercial or retail or consumer prices or other index used as a measure of inflation;

(c) were entered into otherwise than by bargain at arm's length basis and on terms which cannot be fulfilled or performed by the Company on time or without undue or unusual expenditure of any resource; or

(d) have or are reasonably likely to have a Material Adverse Effect.

1.14.9 Except as set out in the Disclosure Letters, none of the Material Commercial Contracts FY2020:

(a) provide for payment of any amounts in the event of a change of control of the Company; or

(b) require the Company to procure the consent or prior approval from any third party as a consequence of a change of control of the Company.

1.14.10 Except as set out in the Disclosure Letters, there are no Material Commercial Contracts FY2021:

(a) were entered into otherwise than at arm's length and on terms which cannot be fulfilled or performed by the Company on time or without undue or unusual expenditure of any resource;

(b) have or are likely to have a Material Adverse Effect;

(c) restrict the freedom of the Company, or that of any of its members, employees, to engage in any activity or business in any area; and

(d) require more than twelve (12) months' notice to be terminated by either party thereto.

1.15 Related Party Contracts

1.15.1 Except as set out in the Disclosure Letters, none of the Seller or any member of the Seller's Group (or other related party of the Company) has executed any agreements with the Company.

1.15.2 Except as set out in the Disclosure Letters or the Accounts, none of the Seller or any member of the Seller's Group nor the Company have any direct or indirect ownership or interest:

(a) in any business entity with which the Company is affiliated or with which the Company has a business relationship; or

(b) in any business entity that is engaged in a business within the territory of India that competes with, or is similar to, the Business.

1.16 Indebtedness and Guarantees

1.16.1 Details of all External Debt as at the date of this Agreement are contained in the Data Room Information. Other than the External Debt and any trade or other ordinary course debts not exceeding, in aggregate, INR 10,000,000 (Rupees ten million), the Company is not party to any contract under which it has the right to borrow money. The Company has not factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in the Audited Financial Statements.

1.16.2 As of the date of this Agreement, except as set out in the Disclosure Letters, there are no debts owing to the Company that, in the aggregate, exceed an amount of INR 10,000,000 (Rupees ten million), other than amounts that have arisen in the ordinary course of business.

1.16.3 Other than those entered into in the usual course of its business and with respect to the External Debt as of the date of this Agreement or otherwise disclosed in the Accounts, the Company is not a party to or liable under a guarantee, indemnity or other agreement to secure or incur a financial or other obligation of any person.

1.16.4 To the Seller's Knowledge, other than the change-of-control provisions in the Rupee Finance Agreements, there are no circumstances that would:

(a) constitute or may reasonably be expected to constitute an event of default, or otherwise gives rise to an obligation to prematurely repay External Debt (or will do so with the giving of notice or lapse of time or both); or

(b) lead to or may reasonably be expected to lead to, any Encumbrance constituted or created in connection with any such External Debt becoming enforceable (or will do so with the giving of notice or lapse of time or both), or would entitle an External Financier to prematurely withdraw, reduce or not renew the External Debt.

1.17 Employment

In this paragraph 1.17, the term "*employment Laws*" includes all applicable Laws that relate to or apply to employers, employees, contract labourers, commercial establishments, offices and other workplaces, and employer-employee relationships in India.

1.17.1 All terms of employment of all employees comply with all applicable employment Laws in all material respects and there has been no material contravention by the Company of any such terms of employment.

1.17.2 The Company has in relation to each of its employees (and so far as relevant to each of its former employees) complied in all material respects with all applicable employment Laws.

1.17.3 True and reasonably accurate summaries of the key terms of the employment contracts (other than the salary) for each Senior Personnel have been disclosed in the Data Rooms. The medical practitioner agreements entered into between the Company and the Key Doctors are, in each case, based on the template medical practitioner agreement set out in folder no. 5.4.1 of the Virtual Data Room. Apart from the standard form employment contracts, and except as set out in the Disclosure Letters, the Company has not entered into any employment / consulting contracts (including contracts pertaining to confidentiality, non-solicit, or non-compete obligations), any profit-sharing or variable compensation arrangement, or any services agreement, with any of its employees, officers or directors.

1.17.4 Except as set out in the Disclosure Letters, the Company has not, in the preceding three (3) years, terminated the employment of or arrangement with, any Key Officer and Key Doctor, for 'cause' or as a result of or in connection with any medical negligence.

1.17.5 As of the date of this Agreement, no Key Officer or Key Doctor has given written notice terminating his contract of employment or engagement (which has not yet terminated) or is under written notice of dismissal. The Company has appointed a general manager for day to day compliance and administration purposes for each of its hospitals. A complete and accurate list of the Unit General Managers appointed by the Company (by hospital) as at the date of this Agreement is set out in the Disclosure Letter (Signing Date).

1.17.6 Except as set out in the Disclosure Letters, there are no disputes or claims current or, to the Seller's Knowledge, threatened in writing against the Company by any employee, Medical Practitioner, or contract labourer, arising out of or relating to their employment or engagement with the Company which has a value, cost or exposure to the Company individually greater than INR 10,000,000 (Rupees ten million).

1.17.7 The Company does not have any agreements or arrangements with any trade union, works council, staff association or other body representing the Company's employees.

1.17.8 The Company has not, in the three (3) years prior to the date of this Agreement, experienced any labour strikes exceeding a continuous period of two (2) days.

1.17.9 The Disclosure Letter (Signing Date) sets forth a true, accurate and complete list of all provident fund, gratuity, deferred compensation, retirement or other employee benefit plans maintained by the Company or to which the Company contributes (collectively, the "**Plans**"). Except for the Plans, the Company does not maintain or contribute to any provident fund, gratuity, deferred compensation, retirement or other employee benefit plans.

1.17.10 Solely with respect to the Plans:

(a) all contributions required to be made by the Company have been made or properly accrued in accordance with applicable Law; and

(b) there are no actions, suits or claims pending or, to the Seller's Knowledge, threatened.

1.17.11 Each Plan is and has always been maintained, funded, operated and administered, and the Company has performed all its obligations under each Plan, in each case in accordance with the terms of such Plan and in compliance with applicable Law.

1.17.12 Other than being recorded as an employee expense item in the accounts of the Company, the SAR and the corresponding pay-out under the SAR do not have any cash or other impact and / or liability (past or future) on the Company or any acquirer of the Company.

1.17.13 The SAR does not contemplate issuance of any membership and / or ownership interest that is convertible into, or exercisable or exchangeable for option to acquire shares, or shares of the Company.

1.17.14 The Company does not have any liability or obligation, whether financial or regulatory or otherwise in respect of the SAR or the payments to be made by the Seller pursuant to the SAR.

1.17.15 The sole benefit of the units issued pursuant to the SAR is a cash pay-out made directly to the beneficiaries of the SAR by the Seller with no obligation on the Company.

1.18 Litigation

1.18.1 Other than as set out in the Data Room Information, neither the Company nor any of its assets has not been involved in, or subject to any Legal Proceedings, individually or for a series of matters arising from the same or connected circumstances, exceeding an aggregate of INR 10,000,000 (Rupees ten million) (except in relation to the collection of debts arising in the ordinary course of business none of which exceed INR 10,000,000 (Rupees ten million) individually and which in aggregate do not exceed INR 50,000,000 (Rupees fifty million)). To the Seller's Knowledge, there are no circumstances which are likely to give rise to any such Legal Proceedings referred in the preceding sentence.

1.18.2 Other than as set out in the Data Room Information, there are no Legal Proceedings pending or to the Seller's Knowledge, threatened in writing and which remain pending against the Company except in connection with matters not exceeding individually, or, for a series of matters arising from the same or connected circumstances, not exceeding in the aggregate INR 10,000,000 (Rupees ten million). So far as the Seller is aware, no governmental, administrative, regulatory or other official investigation or inquiry concerning the Company or any of its assets is in progress or pending under applicable law or otherwise and, to the Seller's Knowledge, there are no circumstances likely to lead to such investigation or inquiry.

1.19 Absence of breach

1.19.1 Except for any violation that does not involve a liability or a payment in excess of INR 10,000,000 (Rupees ten million), as of the date of this Agreement, the Company has not received any written notice of or, to the Seller's Knowledge, otherwise been charged with the violation of any applicable Law asserting a failure to comply with any such Law, the subject of which notice remains pending or has not been resolved as required thereby or otherwise to the satisfaction of the person sending such notice.

1.19.2 Except for any violation that does not involve a liability or a payment in excess of INR 10,000,000 (Rupees ten million), as of the date of this Agreement, the Company has not received any written notice of or, to the Seller's Knowledge, otherwise been charged with the violation of any term, condition or provision of any permits, licenses or authorizations of a Governmental Authority to which it is a party, the subject of which notice remains pending or has not been resolved as required thereby or otherwise to the satisfaction of the person sending such notice.

1.20 Insurance

1.20.1 The insurance policies covering the Company are in full force and effect, to the Seller's Knowledge, there has been no written notice which is pending and threatens termination of or material alteration of coverage under any of such policies.

1.20.2 In the two years prior to the date of this Agreement, no insurer under any of the insurance policies has disputed, or given any indication in writing that it intends to dispute, the validity of any of the insurance policies on any grounds.

1.20.3 All premiums due and payable in relation to the insurance policies have been paid.

1.20.4 Details of any claim for an amount in excess of INR 35,000,000 (Rupees thirty-five million) made or outstanding under any of the insurance policies in the last three (3) years prior to the date of this Agreement have been provided in folder 15.3.446 of the Virtual Data Room (the "**Insurance Claims Tracker**").

1.20.5 As of the date of this Agreement, none of the ongoing insurance claims set out in the Insurance Claims Tracker have been disputed by the insurers and in the Seller's Knowledge, there are no circumstances which might lead to the insurers avoiding any liability under the insurance policies.

1.21 Legal and regulatory compliance

1.21.1 <u>Compliance with laws</u>

(a) To the Seller's Knowledge, the Company is conducting, and has conducted, its business in all material respects in compliance with all applicable Laws. To the Seller's Knowledge, the Company is not engaged in any activity in which foreign investment is restricted or prohibited under applicable Law.

(b) Other than as set out in the Disclosure Letters, there is no Legal Proceedings by, or order, decree, decision or judgment of, any Governmental Authority outstanding, pending or, to the Seller's Knowledge, threatened against the Company or any person for whose acts or defaults it is vicariously liable.

(c) Except as set out in the Disclosure Letters, the Company has not received any written notice or other written communication (official or otherwise) during the last two (2) years from any Governmental Authority or other competent regulatory authority with respect to an alleged, actual or potential violation and/or failure by the Company to comply with, or any liability of the Company arising under, any applicable Law, excluding any notifications or correspondence from Governmental Authorities in relation to ordinary course maintenance or upkeep of the premises of the Company which have, or are anticipated to have, an aggregate cost to the Company of less than INR 10,000,000 (Rupees ten million).

(d) To the Seller's Knowledge, the Company has not been notified in writing that any Legal Proceeding is being or has been initiated, conducted or is threatened or pending by any Governmental Authority against the Company or any person for whose acts or defaults it is vicariously liable in relation to any actual or potential violation of applicable Law and, to the Seller's Knowledge, there are no circumstances which are reasonably likely to give rise to any such Legal Proceeding.

Licences and consents

1.21.2 All material licences, consents, permits and authorizations (public or private) that are necessary for the carrying on of the business of the Company (including any required or issued under Environmental Law) in the manner as carried out at the date of this Agreement have been obtained, complied with and are valid and subsisting in all material respects. To the Seller's Knowledge, the Company has not been served with any notice issued under applicable Law that any licence, consent, authorisation or permit, which is material for the proper carrying on of the Company's hospitals, clinical establishments and other healthcare facilities, is likely to be revoked, suspended, modified or not renewed.

Sanctions and Financial Crime

1.21.3 To the Seller's Knowledge, in the past five (5) years, the Company has maintained and adhered to systems of internal controls (including, but not limited to, accounting, purchasing, and billing systems), policies and procedures, as required by, and otherwise reasonably adequate, to ensure compliance with, applicable Anti-Corruption Laws and Anti-Money Laundering Laws. To the Seller's Knowledge, none of the Company, its directors, the Key Officers, the Key Doctors, or any agents or employees of the Company, have engaged in any activity or conduct which would violate the applicable Anti-Corruption Laws and Anti-Money Laundering Laws.

1.21.4 To the Seller's Knowledge, none of the Company, its directors, the Key Officers, the Key Doctors, or any agents or employees of the Company has, directly or indirectly, offered, given, paid, promised to give or pay, or authorised the offer, giving, payment, or promise to give or pay, money, gifts or anything of value to any government official or to any other person or entity, for the purpose, in whole or in part, of:

(a) influencing, inducing or otherwise affecting any act, omission, or decision of any government official or individual in his official capacity;

(b) inducing such government official or individual to do or omit to do an act in violation of his or her duty; or

(c) securing any improper advantage, in all cases including, but not limited to, directly or indirectly using any corporate funds to make any bribe, illegal rebate, payoff, influence payment, or kickback, or other unlawful payment in violation of any applicable Anti-Corruption Laws.

1.21.5 To the Seller's Knowledge, none of the principals, directors, the Key Officers, the Key Doctors, or other officers, agents, employees of the Company or other persons acting on behalf of the Company and / or the Seller have been party to:

(a) the use of any of the assets for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or to the making of any direct or indirect unlawful payment to government officials or employees from such assets;

(b) the establishment or maintenance of any unlawful or unrecorded fund of monies or other assets;

(c) the making of any false or fictitious entries in the books or records of the Company and / or the Seller; or

(d) the making of any unlawful or undisclosed payment.

1.21.6 To the Seller's Knowledge, none of the Company, its directors, the Key Officers, the Key Doctors or other officers, agents or employees of the Company has engaged in any activity or conduct which would violate any applicable anti-money laundering laws, statutes, regulations or rules or similar guidelines in any applicable jurisdiction (collectively, the "**Anti-Money Laundering Laws**").

1.21.7 To the Seller's Knowledge, the operations of the Company have been conducted in compliance with all applicable financial record-keeping, reporting and other requirements of the Anti-Money Laundering Laws and, to the Seller's Knowledge, no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company with respect to the Anti-Money Laundering Laws is pending or threatened.

1.22 Environmental Matters

1.22.1 To the Seller's Knowledge, the Company has complied in all material respects with all Environmental Laws.

1.22.2 The Company has obtained and maintains in full force and effect its material permits, licenses or authorizations of a Governmental Authority under Environmental Laws and has complied in all material respects with the terms and conditions of such permits, licenses or authorizations (other than any non-compliance which would lead to liability for Pollution).

1.22.3 The Company is not involved in or subject to any pending, nor has it received any written notice which is threatening, any suit, prosecution, investigation, possible violation, claim or proceeding by or before any court or Governmental Authority under any Environmental Law.

1.23 Pollution

1.23.1 To the Seller's Knowledge, the Company has complied in all material respects with all Pollution Laws.

1.23.2 The Company has obtained and maintains in full force and effect its material permits, licenses or authorizations of a Governmental Authority under Pollution Laws and has complied in all material respects with the terms and conditions of such permits, licenses or authorizations.

1.23.3 The Company is not involved in or subject to any pending, nor has it received any written notice which is threatening, any suit, prosecution, investigation, possible violation, claim or proceeding by or before any court or Governmental Authority under any Pollution Law.

1.24 Information

All information and documents given by or on behalf of the Company or the Seller (or its agents or advisers) to the Purchaser (or its agents or advisers) and that has been included in the Data Room Information was, when given, true, accurate and not misleading, and to the Seller's Knowledge, is true, accurate and not misleading in any material respect.

1.25 Transaction Costs and Broker Fees

Except as set out in the Disclosure Letters, the Company is not required to pay or incur any costs and expenses, whether on its own account or on behalf of the Seller, in connection with the Transaction, including any finder's fee, brokerage or other commission.

Schedule 5 Material Commercial Contracts FY2020

1.	Contract for Supply of Radiology Reporting Services dated 10 August 2018, read with an addendum dated 9 November 2018, between the Company and Remedy Healthcare Solutions Limited
2.	Tripartite Memorandum of Understanding with General Insurers' Public Sector Association Insurers dated 5 April 2016 between the Company, United India Insurance Company Limited, New India Assurance Company Limited, National Insurance Company Limited and Oriental Insurance Company Limited
3.	Tripartite Memorandum of Understanding with General Insurers' Public Sector Association Insurers dated 11 April 2018 between the Company, United India Insurance Company Limited, New India Assurance Company Limited, National Insurance Company Limited and Oriental Insurance Company Limited
4.	Memorandum of Understanding dated 5 September 2018 between the Company and HDFC Ergo General Insurance Company Limited
5.	Memorandum of Understanding dated 15 December 2017 between the Company and Future Generali India Insurance Company Limited
6.	Memorandum of Understanding dated 23 November 2018 between the Company and Bajaj Allianz General Insurance Company Limited
7.	Agreement dated 21 November 2018 between the Company and ICICI Lombard General Insurance Company Limited
8.	Agreement dated 1 April 2019 between the Company and Reliance General Insurance Company Limited
9.	Agreement dated 30 December 2017 between the Company and Max Bupa Health Insurance Company Limited
10.	Master Services Agreement dated 29 May 2017, read with an addendum dated 7 November 2017, between the Company and Cigna TTK Health Insurance Company Limited
11.	Services Agreement dated 1 July 2018 between the Company and Religare Health Insurance Company Limited
12.	Charge Master Letter dated 18 March 2019 from the Company to Apollo Munich Health Insurance Company Limited
13.	Letter of empanelment arrangements dated 24 November 2016 from Bharat Heavy Electricals Limited to the Company and the letter of acceptance from the Company dated 29 November 2016
14.	Memoranda of Agreement dated 23 January 2017, read with memoranda of agreement dated 9 January 2019, between the Company and Indian Space Research Organisation
15.	Memorandum of Agreement dated 3 February 2020 between the Company and the President of India, acting through the Director, Regional Centre, ECHS

16.	Memorandum of Agreement dated 1 May 2019 between the Company and the President of India, acting through the Director, Regional Centre, ECHS
17.	Memorandum of Agreement dated 19 September 2018 between the Company and the President of India, acting through the Director, Regional Centre, ECHS
18.	Memorandum of Agreement dated 17 December 2019 between the Company and the President of India, acting through the Director, Regional Centre, ECHS
19.	Power Purchase Agreement dated 23 March 2018, read with an addendum dated 7 June 2018 and an addendum dated 4 September 2019, between the Company and Greenergy Solar Enterprise Private Limited
20.	Agreement dated 30 October 2019 between the Company and Cipla Limited
21.	Agreement dated 10 January 2018 between the Company and Sanofi India Limited
22.	Agreement dated 5 September 2019 between the Company and Johnson and Johnson Private Limited
23.	Agreement dated 5 September 2019 between the Company and Johnson & Johnson Private Limited (Endo Division)
24.	Agreement dated 19 November 2019 between the Company and Johnson & Johnson Private Limited
25.	Agreement dated 15 November 2017, read with an addendum dated 13 February 2019, between the Company and Abbott Healthcare Private Limited
26.	Agreement dated 18 December 2019 between the Company and Abbott Healthcare Private Limited
27.	Agreement dated 17 January 2020 between the Company and Abbott Healthcare Private Limited
28.	Agreement dated 29 January 2020 between the Company and Abbott India Limited
29.	Reagent Rental and Purchase Agreement for renting medical equipment dated 30 July 2018 between the Company and Becton Dickinson India Private Limited
30.	Reagent Rental Agreement dated 1 August 2016 between the Company and Bio-Rad Laboratories (India) Private Limited
31.	Reagent Rental Agreement effective from 1 August 2016 between the Company and Bio-Rad Laboratories (India) Private Limited
32.	Agreement dated 12 October 2015 between the Company and Instrumentation Laboratory India Private Limited
33.	Operating Type Lease Agreement effective from 21 July 2015 between the Company and Fresenius Kabi India Private Limited

34.	Operating Type Lease Agreement effective from 21 July 2015 between the Company and Fresenius Kabi India Private Limited
35.	Agreement dated 18 October 2019 between the Company and Fresenius Kabi India Private Limited
36.	Agreement dated 11 November 2017, read with an addendum dated 17 January 2019, between the Company and Fresenius Medical Care India Private Limited
37.	Operating Type Lease Agreement dated 1 September 2016 between the Company and Regenix Drugs Limited
38.	Purchase Order Agreement dated 28 June 2019, read together with the Service Agreement appended to the offer letter dated 25 April 2017 from Siemens Healthcare Private Limited, between the Company and Siemens Healthcare Private Limited and the terms of the purchase order number CAIMO-PO-989 entered into between the Company and Siemens Healthcare Private Limited
39.	Purchase Order with terms and conditions dated 24 January 2019 issued by the Company to Intuitive Surgical Sàrl
40.	Purchase order number CAIMO-PO-1372 dated 6 September 2019 entered into between the Company and Philips India Limited
41.	Master lease agreement dated 16 May 2013 entered into with Siemens Financial Services Private Limited read with supplemental agreement to the lease agreement dated 16 May 2013 and lease schedule dated 12 September 2017
42.	Agreement dated April 1, 2019 entered into between the Company and M/s. Updater Services Private Limited
43.	Agreement dated April 1, 2019 entered into between the Company and M/s. Updater Services Private Limited
44.	Agreement dated April 1, 2019 entered into between the Company and M/s. Updater Services Private Limited
45.	Agreement dated July 1, 2019 entered into between the Company and M/s. Updater Services Private Limited
46.	Agreement dated September 1, 2017 entered into by the Company with SRF Detective and Security Services Private Limited
47.	Agreement dated April 1, 2017 entered into between the Company with Dusters Total Solutions Services Private Limited
48.	Undated agreement entered into between the Company and M/s. Ideal Solutions
49.	Agreement dated 3 October 2019 entered into by the Company with Indiana International Corporation Flooring Private Limited for the supply and installation of vinyl flooring works

50.	Agreement dated 19 September 2019 entered into by the Company with M/s Agit Glafa India Private Limited for the supply of ACP and glazing works
51.	Agreement dated 13 September 2019 entered into by the Company with M/s Alpha Building Services Private Limited for the supply of civil works
52.	Agreement dated 13 September 2019 entered into by the Company with M/s Alpha Building Services Private Limited for various services including plumbing works
53.	Agreement dated 1 March 2019 entered into by the Company with AMS Project Consultant Private Limited for the supply of construction management consultancy services
54.	Agreement dated 4 October entered into by the Company with M/s Antelec Ltd. for the supply and installation of electrical works
55.	Agreement dated 4 November entered into by the Company with M/s Powerica Limited for the supply and installation of diesel generator works
56.	Agreement dated 1 October 2019 entered into by the Company with Siemens Limited for the supply of low voltage works
57.	Agreement dated 1 October 2019 entered into by the Company with M/s S M Airconditioning Engineers for the supply and installation of HVAC works
58.	Agreement dated 31 October 2019 entered into by the Company with M/s Fujitech India Private Limited for the supply and installation of lifts
59.	Agreement dated 4 October 2019 entered into by the Company with Srishty Medical Private Limited for the supply and installation of medical gas pipeline system
60.	Agreement dated 11 September 2019 entered into by the Company with M/s Patnakar Kale Constructions Private Limited for civil and interior finishing works
61.	Agreement dated 14 September 2019 entered into by the Company with ANS Decor Workshop Private Limited for the supply and installation of interior works
62.	Letter dated 19 July 2016 entered into by the Company with Khan Global Engineering Consultants Private Limited
63.	Group Medical Professional Service Agreement dated 31 March 2019 between the Company and M/s. Silicon City Urology Group, Dr. Manohar T, Dr. Umapathi Bhat Joshi, Dr. Santosh Betur, Dr. Prashanth G, Dr. Vikram GD and Dr. Kundalam Furkhan Ahmed
64.	Group Medical Professional Service Agreement dated 1 April 2017, read together with an addendum dated 1 April 2019, between the Company and M/s. Life Care Associates (now M/s. Life Care Anesthesia Associates), Dr. Medha Huilgol, Dr. M.V Kumar, Dr. Subramanyam M S, Dr. Uday Shankar M V, Dr. Raghunath R, Dr. Ravishankar T.E, Dr. Deepak C.J, Dr. Sajana M., Dr. Ravindra M N, Dr. Prasanna B S, Dr. Renita Marina Pinto, Dr. Rebecca Jaco Nee Mani, Dr. Ashish Shetty, Dr. Soujanya S, Dr. Ram Kumar M M, Dr. Parul Radheyshyam Bansal, Dr. Hamsa Jayasheel, Dr. Amrita Kohli, Dr. N. Priyadarshini, Dr. Chandrashekar M. Uppin, Dr. Amitha Varmma Aredath, Dr. Priya Nair, Dr. Ajish Verghese, Dr. Subhasmita Mohapatra

65.	Group Medical Professional Service Agreement dated 1 April 2016, read with an addendum dated 31 March 2019, between the Company and M/s. Bangalore Heart Group, Dr. Prabhakar Shetty Heggunje, Dr. Kartik Vasudevan, Dr. Sujata Ganigi and Dr. Sunil Kumar Srinivas
66.	Group Medical Professional Service Agreement dated 1 April 2017, read with an addendum dated 31 March 2019, between the Company and M/S. K S Orthopedic Foundation, Dr. K. Srinivasan, Dr. Shankar R Kurpad, Dr. Kamini Kurpad, Dr. Hemanth Kumar A, Dr. Deepak Rudrappa Lingappa, Dr. Santhosh Kumar G and Dr. Prajwal Ramegowda
67.	Group Medical Professional Service Agreement dated 22 April 2016, read with an addendum dated 30 March 2020, between the Company and M/s. Hope Associates
68.	Asset Purchase Agreement dated 15 October 2018 between the Company and Zydus Hospitals & Healthcare Research Private Limited
69.	IT Manpower Contract dated 1 April 2019 between the Company and Mindsquare Technologies (India) Private Limited
70.	Cloud Service Agreement dated 4 November 2019, read with an addendum dated 4 November 2019, between the Company and SoftwareONE India Private Limited
71.	Letter dated 24 December 2019 from Pfizer Ltd.
72.	Memorandum of Understanding dated 21 October 2019 between Star Health and Allied Insurance Company Limited and the Company
73.	Agreement dated 5 September 2018 between Liberty General Insurance Limited (formerly known as Liberty Videocon General Insurance Company Limited) and the Company
74.	Agreement dated 13 February 2019 between the Company and Sun Pharma Laboratories Limited
75.	Agreement dated 13 February 2019 between the Company and Sun Pharmaceutical Industries Limited
76.	Service Agreement dated 15 November 2017 between the Company and Amplifon India Private Limited
77.	Supply Agreement dated 15 November 2017 between the Company and Amplifon India Private Limited

Schedule 6 Index of Physical Data Room Documents

Location	Date of PDR session	No.	Documents
Bangalore, Murali & Co's offices	26 November 2019		**Litigation Tracker**
		1	Medical Litigation Tracker as of 20 November 2019 (save for a section on Navketan outstanding Medical Malpractice claims, which was updated to 30 September 2019)
		2	Non-Medical Litigation Tracker (closed cases as on September 2019; pending cases as on 1 November 2019)
			Real Property Documents
		1	Sanction plan of the Whitefield Hospital
		2	Title verification report for each hospital
			Dispute Documents
			− 1. Bhagwan Das Sharma v. Krishnavathi and others
			Case Reference: OS 5735/2008
		1	Memorandum of Plaint under Order 7 Rule 1 CPC dated 11 August 2008
		2	Verifying Affidavit dated 11 August 2008
		3	List of Documents by Plaintiff along with 51 Documents dated 11 August 2008
		4	IA No. 1 for Temporary Injunction along with Affidavit dated 11 August 2008
		5	IA No. 2 to direct the D4 to deposit the rent along with Affidavit dated 11 August 2008
		6	IA filed under Order 6 Rule 14a of CPC dated 25 August 2008
		7	IA filed under Order 1 Rule 10 (2) r/w Sec. 151 of CPC impleading D7 and D8(CAHPL) along with Affidavit dated 27 June 2009
		8	Written Statement of D1, D2, D3 dated 12 December 2008
		9	Memo filed by D1 adopting the WS of D2 and D3 dated 12 December 2008
		10	Memo filed by D4 claiming that he is only a proforma defendant dated 16 October 2008
		11	Written Statement of D6 dated 27 July 2009
		12	Written Statement of D8 dated 13 August 2013

Location	Date of PDR session	No.	Documents
		13	Objections filed by D1, D2, D3 to the IA filed Under Order 7 Rule 14
		14	IA filed by Plaintiff under Section 151 of CPC to advance the hearing to file Compromise Petition dated 22 February 2016
		15	IA filed by Plaintiff under Order 23 Rule 1 of CPC to delete Suit Schedule 'B' property from the Plaint along with Affidavit dated 23 February 2016
		16	Compromise Petition filed by D1, D2, D3, D5, D6 under Order 23 Rule 3 dated 28 April 2016
		17	Statement of Objections filed by D8 to the Application filed by D1, D2, D3, D5, D6 under Order 23 Rule 3 dated 31 May 2016
		18	Memo filed by Plaintiff 1 to dismiss the Compromise Petition dated 29 August 2016
		19	Memo filed by Plaintiff 1 and 2 for deletion of item No. 2-11 of Schedule 'C' property from the Plaint dated 18 November 2016
		20	Statement of Objections filed by D8 to the Memo filed by the Plaintiff for dismissing the Petition filed under Order 23 Rule 3 dated 18 November 2016
		21	Memo filed by D8 seeking direction from Court to call for entire records in OS 25375/2012 disposed by 13th Addl City Civil Sessions Judge in relation to the Compromise Petition entered into between Plaintiff and Defendants 1-4 dated 11 January 2017
		22	IA filed by D8 seeking direction from Court to call for entire records in OS 25375/2012 disposed by 13th Addl City Civil Sessions Judge in relation to the Compromise Petition entered into between Plaintiff and Defendants 1-4
		23	IA by D8 to seeking an adjournment along with Affidavit
		24	IA filed by Plaintiff under Order 7 Rule 14 of CPC seeking permission from the Court to produce documents along with a Memo for safe custody of the Original documents dated 27 March 2019
		25	Examination-in-chief of Plaintiff 1 by way of Affidavit along with phone statements dated 27 March 2019
		26	Order Sheets up to date
		Collaterals:	

Location	Date of PDR session	No.	Documents
		27	Counsel memorandum dated 16th Oct, 2014 issued by M/s Poovayya & Co., the counsels representing D8 in the aforementioned proceedings expressing their opinion on the Litigation
		28	Suit papers pertaining to OS 25375/2012 including Compromise Decree dated 5 February 2016
		29	When the Plaintiff's effort to get the desired result in OS 5735/2008 did not materialise, they approached D8 for an out of Court Compromise. Based on the advice of the Counsels that CAHPL has a good case on merit, CAHPL did not agree for any out of Court compromise. As a pressurising tactic, the Plaintiff 2 in OS 5735/2008 approached the office of the Chief Minister, Karnataka to order an enquiry on the transfer of title on the land parcels denoted as Suit Schedule 'C' property, Item Nos. 1-11 in OS 5735/2008 alleging violations of Karnataka Land Reforms Act. Based upon the Memorandum submitted by D2, the CM, Karnataka forwarded the same along with supporting documents to the jurisdictional revenue authority, i.e. Deputy Commissioner of Mysore to enquire and take appropriate actions. Based upon the instructions received from the Office of the CM, Office of the Deputy Commissioner, Mysore has conducted an enquiry into the allegations and finally came to the conclusion that there is no violation of the provisions of the Karnataka Land Reforms Act vide its Final Order dated 05.09.2018. The entire proceedings were numbered as LRF/CR/67/2015-2016. The compilation of the above proceedings contains almost 700 plus pages comprising of the following: (Note: Most of the documents are in vernacular)
		30	Based upon the documents submitted by the respondents and verifying the revenue records maintained by the Revenue Department, the Tahsildar, Mysore submits a Report dated 07.07.2015 to the Deputy Commissioner, Mysore expressing a prima-facie view that there is a contravention of provisions of the Karnataka Land Reforms Act and as far as the transfer of title pertaining to Suit Schedule 'C' properties in OS 5735/2008 and recommends for a suitable action.
		31	Based upon the report of the Tahsildar, the Deputy Commissioner, Mysore directs the Assistant Commissioner, Mysore to initiate the proceedings under the provisions of Karnataka Land Reforms Act based on the direction, Assistant Commissioner and the Sub-divisional Magistrate, Mysuru Sub-division issues show-cause notice to all

Location	Date of PDR session	No.	Documents
			the respondents and initiates a proceedings under Section 83 of KLRA vide proceedings number LRF/CR/67/2015-2016 on 31 August 2016.
		32	In response to the show-cause notice, Respondent No. 3 (D2 in OS 5735/2008) files Objections enclosing all necessary records and seeks for dismissal of enquiry against land parcels owned by him. However, the notice sent to CAHPL (Respondent No. 5) returns unserved. Hence, the Assistant Commissioner proceeds to the enquiry based on the records submitted by Respondent No. 3 (D2 in OS 5735/2008) and vide his Order dated 31.08.2016 exonerates the land parcels of Respondent No. 3 from the allegations and issues fresh notice to CAHPL, i.e. Respondent No. 5 seeking CAHPL's explanation as far as the land parcel owned by CAHPL is concerned. (English translations of order are available)
		33	CAHPL submits Written Objections dated 20 December 2017 denying the allegations with necessary documentary proof and quoting relevant Court precedents.
		34	Based upon the objections and response submitted by CAHPL and all other documents on record, the Assistant Commissioner vide his Final Order Dated 05.09.2018 concludes the LRF/CR/67/2015-2016 exonerates the land parcels on similar grounds. (English translations of order are available)
		Case Reference: OS 52/2017	
		35	Plaint dated 10 January 2017
		36	Summons dated 23 March 2017
		37	Copy of Development Agreement between Ashok Rai and CAHPL dated 5 May 2007
		38	Copy of Indemnity Agreement by Ashok Kumar Rai and Subramanya Rai in favour of CAHPL dated 5 May 2007
		39	Copy of Sale Deed by Ashok Kumar Rai in favour of CAHPL dated 5 May 2007
		40	Legal Notice sent by Advocate C. D. Mahadevappa caused by Mr. Ashok Rai dated 29 September 2016
		41	Response by CAHPL's Legal Counsel to Legal Notice dated 15 December 2016
		42	Legal Notice sent by Advocate Dinesh Hegde Ulepady caused by Mr. Ashok Rai dated 4 November 2008

Location	Date of PDR session	No.	Documents
		43	Legal Notice sent by Advocate K. Satyashankar Rao caused by Mr. Ashok Rai dated 24 April 2009
		44	Email correspondence between Mr. Matthew Powell (CAHPL) and Mr. Ashok Rai denying claim of Rs. 65,00,000. dated 22 January 2009
		− 2. Ghaziabad Property Related Litigation (Inderpal Singh v. Columbia Asia Hospitals Private Limited)	
		Case Reference: OS 604/2008	
		1	Plaint (vernacular and translated) dated 25 October 2008 IA under Order 39 Rule 1, 2 IA by Plaintiff under Order 26 Rule 9
		2	Summons
		3	Written Statement on behalf of Dl dated 21 November 2008
		4	Written Statement on behalf of D2 (vernacular and translated) Objection on behalf of D2 for the Application filed by Plaintiff under Order 39 Rule 1, 2
		5	List of Documents submitted by the Plaintiff
		6	Document submitted by D1 - Photographs showing suit property dated 8 December 2008
		7	Application of D1 - framing of issues dated 3 November 2009
		8	List of Documents along with the documents relied upon by Dl dated 25 November 2008
		9	Commission Report (Vernacular and translated) dated 31 October 2008
		10	Application for objection by Plaintiff for Issue 5 dated 14 December 2009
		11	Application of D1 for appointment of Local Commissioner dated 15 July 2010
		12	Application by D1 under Order 7 Rule 14 for placing additional documents dated 15 July 2010
		13	Reply of D1 to the Application of Plaintiff for amendment of the Plaint dated 1 September 2010
		14	Application by Plaintiff to decide Issue 5 dated 17 May 2010
		15	Reply on behalf of D1 to Application filed on behalf of Plaintiff seeking Issue 5 to be heard as Preliminary Issue dated 15 July 2010
		16	Application by D1 for adjudication on Application dated 15 July 2010 to file additional documents dated 1

Location	Date of PDR session	No.	Documents
			September 2010
		17	Plaintiff's Objections to Application filed by D1 dated 15 July 2010
		18	Memo filed by Plaintiff to plead time to submit additional documents dated 17 May 2010
		19	List of documents submitted by D1 dated 19 August 2010
		20	Order dated 7 April 2010
		21	Reply on behalf of D1 to Application filed by Plaintiff seeking Issue 5 to be heard as Preliminary issue dated 15 July 2010
		22	Order on IA seeking amendment of Plaintiff (vernacular and translated) dated 25 July 2011
		23	Additional reply by D1 to application filed by Plaintiff under Order 26 Rule 9 dated 13 September 2013
		24	Decision of Application 57C2 and Objections 73C2 dated 7 December 2012
		25	Application for amending the Complaint dated 4 March 2015
		26	Order sheets up to date
		27	Objections
		28	Reply on behalf of D1 to application filed by Plaintiff under Order 6 Rule 17 dated 1 December 2015
		29	Reply on behalf of D1 to Application of Plaintiff under Order 6 Rule 17 dated 22 May 2015
		30	Additional Written Statement by D1 under Order 8 Rule 9 dated 26 October 2015
		31	Affidavit by Plaintiff filed along with Objection for application filed by D1 to issue Commission Report dated 30 July 2018
		32	Objections by D1 for amendment of Plaint dated 20 December 2017
		33	Filing of Extract of Board Resolution dated 22 November 2017
		34	Objection by Plaintiff for Application filed by D1 to issue Commission Report dated 30 July 2018
		35	Rejoinder by Plaintiff to the Additional reply of D1 dated 30 May 2018
		36	Direction to Amin to visit the property for inspection and then submit a report dated 13 September 2019
		37	Map noted by the Commission along with Commission Report/Survey Report dated 5 October 2019
		− 3. Columbia Asia Hospitals Private Limited (CAHPL) v. Mr. Balbir Singh	

Location	Date of PDR session	No.	Documents
		Case Reference: EP 93/2016 - Execution Petition filed for the decree dated 15 December 2015	
		1	Execution Application filed by the Petitioner dated 14 May 2016
		2	Copy of the Property papers for Execution or attachment
		3	Application for dismissal of execution proceedings till the final decision of appeal filed by the LR of Respondent dated 7 April 2018
		4	Application for bringing on record the applicant as legal heir of deceased Respondent dated 7 April 2018
		5	Order sheets
		Case Reference: CA 62/2016 - Appeal before Additional District & Sessions Judge, Mohali for the decree dated 15 December 2015	
		6	Appeal dated 23 March 2016
		7	application for impleading the applicant as legal heir of deceased Balbir Singh, i.e. the appellant dated 13 July 2018
		8	Application by Appellant for stay on operation of the judgment and decree dated 15.12.2015 on this day(the day of filing this application) or interim order until the final decision of the appeal dated 13 July 2018
		9	Application by Appellant to grant temporary injunction or the operation of judgment and decree dated 15.12.2015 passed in Civil Suit 16/2010
		10	Reply by respondent objecting application filed by the plaintiff for temporary injunction along with verifying affidavit filed by the General Manager of Unit, Mr. Gurkirat Singh dated 31 July 2018
		11	Reply to the application for impleading the applicant as legal heir of deceased Balbir Singh, i.e. the appellant dated 31 July 2018
		12	Copy of Stay order in Execution of the decree. Order pronounced by the Addl District Judge, Mohali dated 28 August 2018
		13	Order sheets
		14	Copies of Lower Court Records including Judgment pronounced kept at the bottom of the file.
		Case Reference: 437/2018 - Civil Suit filed for Permanent Injunction	
		15	Order sheets

Location	Date of PDR session	No.	Documents
		16	Suit for Permanent Injunction restraining the defendant from interring in possession of the property of the petitioner along with the order copy dated 15 June 2018
		17	Application for permission to file the suit during the summer vacations as the matter in dispute is of urgent nature dated 15 June 2018
		18	Application filed under Order 39 Rule 1 and 2 for restraining the defendant from interfering in possession dated 19 June 2018
		19	Written Statement submitted by the Defendant along with Verifying affidavit dated 18 August 2018
		20	Application under Order 6 Rule 17 CPC for amendment of plaint dated 10 September 2018
		21	Amended Plaint dated 10 September 2018
		Arbitration - National Highway Authority of India v. State of Punjab an others, including CAHPL	
		22	Copy of Judgment dated 5 August 2010
		− 4. Shivashakti Builders and Developers v. State of Karnataka and others Case Reference: WP 27287/2019 and WP 27358/2019	
		1	Copy of the Writ Petition bearing No. WP 27287 and 27358 of 2019 between Shivashakti Builders and Developers and State of Karnataka and ors along with Annexures A to L dated 26 June 2019
		2	Interim Order dated 2 July 2019
		3	Survey Sketch prepared by the Joint Director of Land Records, Office of the Commissioner, Survey Settlement and Land Records pursuant to the directions of the High Court of Karnataka in WP 27287 and 27358 of 2019
		4	Memo submitted by the Govt pleader representing the State of Karnataka enclosing the Survey Sketch and the Notice issued to the Petitioners before conducting the spot survey dated 1 August 2019
		5	Objections of the Petitioner to the Report and Survey sketch filed by the Joint Director of Land Records, Office of the Commissioner, Survey Settlement and Land Records comprising of Annexure A1 to A41 dated 14 August 2019
Bangalore, Murali & Co's offices	7-8 January 2020	**Medical Legal Cases**	
		− 1. Sheela Devi and other parties v. CAH, Palam Vihar (OP1) and other parties Case Reference: NCDRC CC/2116/2019	

Location	Date of PDR session	No.	Documents
		1	Complaint and Documents dated 1 October 2019
		2	IA by Complainant for exemption from filing typed copy of certain documents which have been filed as Annexures (IA/16862/2019) dated 1 October 2019
		3	Version of OP1, 3 and OP4; Documents; and medical literature dated 21 December 2019
		− 2. Asit Paul v. CAHPL (OP1) and other parties Case Reference: NCDRC CC/924/2015	
		1	Complaint and Documents dated 20 August 2015
		2	IA for extension of time to file Version of OP3 (IA 2063/2016) dated 7 January 2016
		3	IA for extension of time to file Version of OP4 (IA 2069/2016) dated 8 January 2016
		4	Version filed by OP4 dated 16 January 2016
		5	IA for extension of time to file Version of OP1 (IA 2067/2016) dated 19 January 2016
		6	IA to implead OP 1's Insurance Company as Party respondent (IA 1505/2016) dated 8 February 2016
		7	Version of OP1 dated 8 February 2016
		8	Version of OP3 dated 13 February 2016
		9	IA to seek extension of time to file Version by OP5 (IA 2461/2017) dated 18 February 2017
		10	Version of OP5 dated 1 March 2017
		11	Rejoinder filed by Complainant dated 30 April 2018
		12	Evidence by way of Affidavit filed by the Complainant dated 30 April 2018
		13	Evidence by way of Affidavit filed by OP5 dated 22 October 2018
		14	IA for disassociating from these proceedings at this stage by OP5 (IA 7396/2019) dated 6 May 2019
		− 3. Beerappa Methre v. Columbia Asia Referral Hospital (OP1) and other parties Case Reference: NCDRC CC/290/2014	
		1	Complaint and Documents dated 7 August 2014
		2	IA for extension of time to file Version of OP1 dated 9 September 2015
		3	IA for extension of time to file Version of OP2 dated 9 September 2015

Location	Date of PDR session	No.	Documents
		4	IA for extension of time to file Version of OP3 dated 9 September 2015
		5	IA for extension of time to file Version of OP1 (copy) dated 9 September 2015
		6	IA for extension of time to file Version of OP2 (copy) dated 9 September 2015
		7	IA for extension of time to file Version of OP3 (copy) dated 9 September 2015
		8	IA to implead OP1's Insurance Co as Party Respondent (Oriental Insurance) dated 27 September 2015
		9	IA to implead OP2's Insurance Co as Party Respondent (Professional Indemnity) dated 27 September 2015
		10	Version of OP1, OP2, OP3 with Affidavits (Volume I) dated 28 September 2015
		11	Documents relied upon by OP 1, 2, 3 (Document 1 - 22) (Volume II) dated 28 September 2015
		12	Documents relied upon by OP 1, 2, 3 (Document 23 - 26) (Volume III) dated 28 September 2015
		13	Evidence by way of Affidavit of OP1 dated 27 September 2015
		14	Version of OP5 + Documents dated 27 October 2016
		15	IA by OP4 for direction to supply complete set of paper book of complaint dated 8 November 2016
		16	Version of OP4 + Document dated 21 September 2017
		17	Common rejoinder on behalf of Complainant to Version of OP1,2,3 and includes additional documents submitted by Complainant dated 4 September 2018
		18	Evidence by way of Affidavit by Complainant + Documents dated 15 February 2019 (Total III Volumes)
		19	IA for condonation of delay for filing Evidence by Complainant dated 15 February 2019
		20	Evidence by way of Affidavit of OP5 dated 19 February 2019
		21	IA by OP5 for seeking condonation of delay to submit Evidence dated 19 February 2019
		22	Evidence by way of Affidavit of OP4 dated 26 February 2019
		− 4. Hema Godadia v. Columbia Asia Hospital, Kolkata (OP6) and other parties Case Reference: NCDRC CC/2471/2017	
		1	Complaint dated 21 August 2017
		2	IA for condonation of delay in filing Complaint (IA 12859/2017) dated 21 August 2017

Location	Date of PDR session	No.	Documents
		3	Documents submitted by the Complainant
		4	Version of OP1 dated 27 November 2018 IA for condonation of delay (IA 21867/2018)
		5	Version of OP2 dated 27 November 2018 IA for condonation of delay (IA 21868/2018)
		6	Version of OP3 dated 27 November 2018 IA for condonation of delay (IA 21869/2018)
		7	Version of OP4 dated 6 November 2018
		8	Version of OP5 dated 6 November 2018
		9	Version of OP6 with Documents dated 30 October 2018
		− 5. Kavish Rudra and other parties v. CAPHL through Dr. Nandakumar Jairam, IMO (OP2), Mr. Kousar Ali Shah, GM, CAH, Gurgaon (OP4), and other parties Case Reference: NCDRC CC/318/2014	
		1	Complaint and Documents dated 25 August 2014
		2	IA for extension of time to file Version of OP2 dated 20 October 2014
		3	IA for extension of time to file Version of OP3 dated 21 October 2014
		4	IA for extension of time to file Version of OP4 dated 21 October 2014
		5	IA for extension of time to file Version of OP5 dated 21 October 2014
		6	IA for extension of time to file Version of OP6 dated 3 November 2014
		7	Version of OP1 dated 31 October 2014
		8	Version of OP2 dated 3 November 2014
		9	Version of OP4 & OP3 dated 4 November 2014
		10	Version of OP5 dated 3 November 2014
		11	Version of OP6 dated 17 October 2014
		12	Version of OP8 dated 3 November 2014

Location	Date of PDR session	No.	Documents
		13	Version of OP9
		14	Fresh address form for OP7 - Dr. Veena Kalra dated 25 April 2016
		15	Civil Surgeon's Report on behalf of OP 9 and 10 dated 15 January 2015
		16	Rejoinder on behalf of Complainants to the written statement filed by OP5 dated 25 April 2016
		17	Complainant Evidence (CW1 - Mr. Kshitiz), CW2 - Mrs. Anubha dated 21 March 2017
		18	Memo for Amendment of parties (IA) dated 21 March 2017
		19	Evidence by way of Affidavit on behalf of OP6 dated 4 July 2018 Annexures IA for Condonation of delay in filing the Evidence by way of Affidavit
		20	Evidence by way of Affidavit on behalf of OP2, OP3, OP4, OP5 dated 30 July 2018 Memo for Substitution for OP2, 3, 4 by Dr. Sunil Singh Part I containing Page 1 to 239
		21	Evidence by way of Affidavit on behalf of OP2, OP3, OP4, OP5 dated 30 July 2018 Part II containing Page 240 to 549
		22	Medical Board Report submitted by OP5 - Dr. Ritu Sethi dated 21 January 2019
		− 6. Mukesh Arora and other parties v. CAH, Palam Vihar (OP2) and other parties ***Case Reference: NCDRC CC/322/2014***	
		1	Complaint dated 25 August 2014
		2	IA for condonation of delay to file Version of OP1, OP2 (IA 7924/2014) dated 31 October 2014
		3	IA by OPs for impleading Insurance Company as necessary party (IA 7925/2014) dated 1 October 2014
		4	Version of OP1, OP2 + Documents dated 31 October 2014
		5	Version of OP3 dated 21 December 2016
		6	IA by OP4 to direct Complainants to provide a set of Complaint along with documents (IA 7863/2016) dated 19 August 2016
		7	IA for extension of time for filing Version by OP3 (IA 8157/2016) dated 29 June 2016

Location	Date of PDR session	No.	Documents
		8	Version of OP4 dated 30 May 2017
		9	IA for condonation of delay to file Version of OP4 (IA 8256/2017)dated 30 May 2017
		10	Evidence by way of Affidavit of Complainant 1 dated 29 January 2018
		11	Evidence by way of Affidavit of OP4 dated 20 March 2018 IA for condonation of delay (IA 5907/2018)
		12	Evidence by way of Affidavit of OP1 + Documents dated 26 December 2018
		13	IA for condonation of delay to file Evidence of OP1 (IA 3114/2019) dated 19 February 2019
		14	IA by OP4 seeking deletion as party (IA 6888/2019) dated 2 April 2019
		− 7. R. S. Jakhar and other parties v. CAH, Palam Vihar (OP2) and other parties ***Case Reference: NCDRC CC/227/2015***	
		1	Complaint dated 14 July 2014
		2	Version of OP2 dated 5 September 2014
		3	IA by OP3 for extension of time to file Version (IA 6083/2014) dated 6 September 2014
		4	IA by OP4 for extension of time to file Version (IA 6564/2014) dated 22 September 2014
		5	Version of OP1 with Documents dated 25 September 2014
		6	Version of OP3 dated 29 September 2014
		7	Version of OP4 + Documents dated 7 October 2014
		8	Rejoinder filed by complainant to the Reply of Version of OP4 dated 27 November 2014
		9	Rejoinder filed by complainant to the Reply of Version of OP1 dated 27 November 2014
		10	IA by Complainant for amendment of the Complaint (IA 8598/2014) dated 27 November 2014 Amended Plaint
		11	IA by Complainant for filing of the present Complaint (IA 128/2015) dated 8 January 2015
		12	IA by Complainants for delay in filing Rejoinder of OP2, OP3 (IA 2332/2015) dated 8 January 2015
		13	Rejoinder filed by complainant to the Reply of Version of OP2 dated 8 January 2015
		14	Rejoinder filed by complainant to the Reply of Version of OP3 dated 8 January 2015

Location	Date of PDR session	No.	Documents
		15	Evidence by way of Affidavit by Complainants (CW1 & CW2) + Documents dated 10 August 2015
		16	Evidence by way of Affidavit of OP2 dated 13 August 2015
		17	Evidence by way of Affidavit of OP3 dated 12 August 2015
		18	Evidence by way of Affidavit of OP1 by Dr. Neeraj Jain and Dr. Suchitra Katoch dated 13 August 2015
		19	Evidence by way of Affidavit of OP4 dated 13 April 2016
		20	Written Submissions of OP2 dated 15 July 2017
		21	Written Submissions of OP1 dated 12 March 2018
		22	Written Arguments of OP3 dated 1 August 2018
		23	Written Submissions of Complainant dated 7 August 2018 IA for Condonation of delay in filing Written Submission (IA 14683/18)
		24	Written Arguments of OP4 dated 7 August 2018
		− 8. Ram Kumar Sharma and other parties v. CAH, Ghaziabad (OP1) and other parties	
		Case Reference: NCDRC CC/589/2015	
		1	Complaint and Documents dated 20 June 2015
		2	IA for extension of time to file Version of OP1 dated 15 September 2015
		3	IA to implead OP1's Insurance Co as Party respondent (IA 7140/2015) dated 15 September 2015
		4	IA for extension of time to file Version of OP2 dated 25 September 2015
		5	IA to implead OP2's Insurance Co as Party respondent (IA 7141/2015) dated 25 September 2015
		6	Version of OP1 + Annexures dated 25 September 2015
		7	Version of OP2; Annexures dated 25 September 2015
		8	Rejoinder on behalf of Complainant against Version of OP1, 2 dated 14 March 2016
		9	Evidence by way of Affidavit of Complainants dated 14 March 2016
		10	Version of OP4; Annexure dated 29 August 2016
		11	IA for condonation of delay to file Version of OP4(IA 8247/2016) dated 19 January 2017

Location	Date of PDR session	No.	Documents
		12	Rejoinder filed by Complainants against Version of OP4 dated 27 February 2017 IA for condonation of delay in filing rejoinder (IA 1041/2017)
		13	Evidence by way of Affidavit of OP2 + Medical literature dated 27 February 2017
		14	Evidence by way of Affidavit of OP4 dated 28 August 2018
		15	IA for recalling of Order dated 28th Aug, 2017 by OP3(IA 19225/2018) dated 12 October 2018
		16	Written Arguments of Complainant dated 27 August 2018 IA for condonation of delay (IA 16444/2018)
		17	Written Arguments of OP2 dated 9 August 2018
		18	Written Arguments of OP4 dated 11 September 2018
		19	IA for bringing on record the Insurance Policy issued by OP3 (IA 19226/2018) dated 12 October 2018
		− 9. Ajanta Pandit v. CAH ***Case Reference: CC/336/2015***	
		1	Complaint
		2	Version
		3	Maintainability of Petition of CAH (OP)
		4	Examination-in-chief on Affidavit of Complainant
		5	Evidence of OP by Affidavit
		6	Question for cross-examination of OP by Complainant
		7	Reply by OP for Interrogatories filed by Complainants
		8	Order Sheets up to date
		Non-Medical Cases	
		− 1. M/s Columbia Asia Hospitals Pvt Ltd v. Appealate Authority of Advance Ruling, Bengaluru and other parties ***Case Reference: WP 20034/2019***	

Location	Date of PDR session	No.	Documents
		1	Copy of Memorandum of Writ Petition dated 25 April 2019 Affidavit Verifying the Writ Petition Annexures A to R (Total 187 pages)
		2	Statement of Objections filed on behalf of Respondent No. 3 dated 25 September 2019 Affidavit of the Assistant Commissioner of Central Tax
		Lower Court Records - before the Office of the Authority for Advanced Ruling which includes:	
		3	Application for Advance Ruling along with Annexures dated 6 May 2018
		4	Order of the Authority of Advance Ruling dated 27 July 2018
		5	Memorandum of Appeal before the Appealate Authority of Advance Ruling with Annexures dated 12 September 2018
		6	Order of the Appealate Authority of Advance Ruling dated 12 December 2018
		− 2. ECOM Express Pvt Ltd and others v. The Secretary, Labour Department, Govt Of Karnataka and other parties ***Case Reference: WP 18482 - 18510 / 2018 along with 400+ petitioners***	
		1	Memorandum of Writ Petition along with a prayer for Staying the operation and enforcement of notification dated 30th Dec, 2017 issued by the Respondent 1 dated 25 April 2018
		2	Interim Order to maintain status quo dated 27 April 2018
		3	Common Final Order in connection with all the Writ Petitions filed on the subject matter dated 29 March 2019
		4	Caveat Petition filed by the Respondents against the petitioners for possible appeal by the petitioners dated 19 May (unknown year)
		− 3. Venkatesh Swamy L v. Columbia Asia Hospitals Private Limited and other parties ***Case Reference: OS 219/2016***	
		1	Plaint filed under Order 7 Rule 1 of CPC dated 16 March 2016
		2	Application filed by Plaintiff under Order 6 Rule 14(A) of CPC dated 16 March 2016
		3	List of Documents relied upon by the Plaintiff along with 14 documents dated 16 March 2016

Location	Date of PDR session	No.	Documents
		4	Affidavit filed by Plaintiff under Section 65B of the Indian Evidence Act dated 16 March 2016
		5	Application filed by Plaintiff under Order 7 Rule 14 along with the documents in possession of Plaintiff submitted before the Court of law dated 6 September 2016
		6	Written Statement filed by D1, D2, D3 under Order 8 Rule 1 of CPC along with Counter Claim dated 28 September 2016
		7	Written Statement filed by Plaintiff for counter claim of the defendants under Order 8 Rule 1 dated 30 November 2016
		8	Notice to admit facts under Order 12 Rule 4 submitted by the Plaintiff to Defendants dated 12 October 2017
		9	Notice to admit Documents under Order 12 Rule 2 submitted by the Plaintiff dated 12 October 2017
		10	Draft issues submitted by the Plaintiff
		11	Order sheets up to date
		− 4. M/s Columbia Asia Hospitals Private Limited v. State of Punjab and other parties Case Reference: CWP 9256/2009	
		1	Memorandum of Writ Petition along with Annexures
		2	IA under Section 151 of CPC for submitting photocopies of Annexures
		3	IA for direction to issue interim order (Issuance of Occupancy / Completion Certificate)
		4	Interim Order directing Municipal Corporation to grant Occupancy / Completion Certificate against Petitioner furnishing Bank Guarantee of an Amount of Rs. 1,69,57,193 dated 6 July 2009
		5	Affidavits: 2 Affidavits by authorised representative (Mr. Sreevathsa C S of CAHPL) to undertake to discharge the financial liabilities of the land lord in case if he files to discharge his financial liability of payment of land usage conversion charges
		6	Photocopy of the Occupancy / Completion Certificate, in vernacular and it's English translation dated 25 May 2009
		7	Government Order dated 30.01.2007 issued by the principal Secretary, Govt. of Punjab, Dept. of Local Govt dated 30 January 2007

Location	**Date of PDR session**	**No.**	**Documents**
		8	Copies of Bank Guarantee in favour of Municipal Commissioner, Patiala- Axis Bank Limited for INR 1,69,57,193; renewed from time to time dated 12 July 2012
		9	Copies of Bank Guarantee in favour of Municipal Commissioner, Patiala- RBL Bank Limited for INR 1,69,57,193; valid up to 8 July 2020 dated 9 July 2017
		10	Order sheet up to date
		− 5. Ghaziabad Property Related Litigation (Inderpal Singh v. Columbia Asia Hospitals Private Limited)	
		Case Reference: OS 604/2008	
		1	Plaint (vernacular and translated) dated 25 October 2008 IA under Order 39 Rule 1, 2 IA by Plaintiff under Order 26 Rule 9
		2	Summons
		3	Written Statement on behalf of Dl dated 21 November 2008
		4	Written Statement on behalf of D2 (vernacular and translated) Objection on behalf of D2 for the Application filed by Plaintiff under Order 39 Rule 1,2
		5	List of Documents submitted by the Plaintiff
		6	Document submitted by D1 - Photographs showing suit property dated 8 December 2008
		7	Application of D1 - framing of issues dated 3 November 2009
		8	List of Documents along with the documents relied upon by Dl dated 25 November 2008
		9	Commission Report (Vernacular and translated) dated 31 October 2008
		10	Application for objection by Plaintiff for Issue 5 dated 14 December 2009
		11	Application of D1 for appointment of Local Commissioner dated 15 July 2010
		12	Application by D1 under Order 7 Rule 14 for placing additional documents dated 15 July 2010
		13	Reply of D1 to the Application of Plaintiff for amendment of the Plaint dated 1 September 2010
		14	Application by Plaintiff to decide Issue 5 dated 17 May 2010
		15	Reply on behalf of D1 to Application filed on behalf of Plaintiff seeking Issue 5 to be heard as Preliminary Issue

Location	Date of PDR session	No.	Documents
			dated 15 July 2010
		16	Application by D1 for adjudication on Application dated 15 July 2010 to file additional documents dated 1 September 2010
		17	Plaintiff's Objections to Application filed by D1 dated 15 July 2010
		18	Memo filed by Plaintiff to plead time to submit additional documents dated 17 May 2010
		19	List of documents submitted by D1 dated 19 August 2010
		20	Order dated 7 April 2010
		21	Reply on behalf of D1 to Application filed by Plaintiff seeking Issue 5 to be heard as Preliminary issue dated 15 July 2010
		22	Order on IA seeking amendment of Plaintiff (vernacular and translated) dated 25 July 2011
		23	Additional reply by D1 to application filed by Plaintiff under Order 26 Rule 9 dated 13 September 2013
		24	Decision of Application 57C2 and Objections 73C2 dated 7 December 2012
		25	Application for amending the Complaint dated 4 March 2015
		26	Order sheets up to date
		27	Objections
		28	Reply on behalf of D1 to application filed by Plaintiff under Order 6 Rule 17 dated 1 December 2015
		29	Reply on behalf of D1 to Application of Plaintiff under Order 6 Rule 17 dated 22 May 2015
		30	Additional Written Statement by D1 under Order 8 Rule 9 dated 26 October 2015
		31	Affidavit by Plaintiff filed along with Objection for application filed by D1 to issue Commission Report dated 30 July 2018
		32	Objections by D1 for amendment of Plaint dated 20 December 2017
		33	Filing of Extract of Board Resolution dated 22 November 2017
		34	Objection by Plaintiff for Application filed by D1 to issue Commission Report dated 30 July 2018
		35	Rejoinder by Plaintiff to the Additional reply of D1 dated 30 May 2018
		36	Direction to Amin to visit the property for inspection and then submit a report dated 13 September 2019

Location	Date of PDR session	No.	Documents
		37	Map noted by the Commission along with Commission Report/Survey Report dated 5 October 2019
			− 5. Shivashakti Builders and Developers v. State of Karnataka and others
			Case References: WP 27287/2019 and WP 27358/2019
		1	Copy of the Writ Petition bearing No. WP 27287 and 27358 of 2019 between Shivashakti Builders and Developers and State of Karnataka and ors along with Annexures A to L dared 26 June 2019
		2	Interim Order dated 2 July 2019
		3	Survey Sketch prepared by the Joint Director of Land Records, Office of the Commissioner, Survey Settlement and Land Records pursuant to the directions of the High Court of Karnataka in WP 27287 and 27358 of 2019
		4	Memo dated 1 August 2019 submitted by the Govt pleader representing the State of Karnataka enclosing the Survey Sketch and the Notice issued to the Petitioners before conducting the spot survey dated 1 August 2019
		5	Objections of the Petitioner to the Report and Survey sketch filed by the Joint Director of Land Records, Office of the Commissioner, Survey Settlement and Land Records comprising of Annexure A1 to A41 dated 14 August 2019
			− 6. Bhagwan Das Sharma v. Krishnavathi and others
			Case Reference: OS 5735/2008
		1	Memorandum of Plaint under Order 7 Rule 1 CPC dated 11 August 2008
		2	Verifying Affidavit dated 11 August 2008
		3	List of Documents by Plaintiff along with 51 Documents dated 11 August 2008
		4	IA No. 1 for Temporary Injunction along with Affidavit dated 11 August 2008
		5	IA No. 2 to direct the D4 to deposit the rent along with Affidavit dated 11 August 2008
		6	IA filed under Order 6 Rule 14a of CPC dated 25 August 2008
		7	IA filed under Order 1 Rule 10 (2) r/w Sec. 151 of CPC impleading D7 and D8(CAHPL) along with Affidavit dated 27 June 2009
		8	Written Statement of D1, D2, D3 dated 12 December 2008
		9	Memo filed by D1 adopting the WS of D2 and D3 dated 12 December 2008
		10	Memo filed by D4 claiming that he is only a proforma defendant dated 16 October 2008

Location	Date of PDR session	No.	Documents
		11	Written Statement of D6 dated 27 July 2009
		12	Written Statement of D8 dated 13 August 2013
		13	Objections filed by D1, D2, D3 to the IA filed Under Order 7 Rule 14
		14	IA filed by Plaintiff under Section 151 of CPC to advance the hearing to file Compromise Petition dated 22 February 2016
		15	IA filed by Plaintiff under Order 23 Rule 1 of CPC to delete Suit Schedule 'B' property from the Plaint along with Affidavit dated 23 February 2016
		16	Compromise Petition filed by D1, D2, D3, D5, D6 under Order 23 Rule 3 dated 28 April 2016
		17	Statement of Objections filed by D8 to the Application filed by D1, D2, D3, D5, D6 under Order 23 Rule 3 dated 31 May 2016
		18	Memo filed by Plaintiff 1 to dismiss the Compromise Petition dated 29 August 2016
		19	Memo filed by Plaintiff 1 and 2 for deletion of item No. 2-11 of Schedule 'C' property from the Plaint dated 18 November 2016
		20	Statement of Objections filed by D8 to the Memo filed by the Plaintiff for dismissing the Petition filed under Order 23 Rule 3 dated 18 November 2016
		21	Memo filed by D8 seeking direction from Court to call for entire records in OS 25375/2012 disposed by 13th Addl City Civil Sessions Judge in relation to the Compromise Petition entered into between Plaintiff and Defendants 1-4 dated 11 January 2017
		22	IA filed by D8 seeking direction from Court to call for entire records in OS 25375/2012 disposed by 13th Addl City Civil Sessions Judge in relation to the Compromise Petition entered into between Plaintiff and Defendants 1-4
		23	IA by D8 to seeking an adjournment along with Affidavit
		24	IA filed by Plaintiff under Order 7 Rule 14 of CPC seeking permission from the Court to produce documents along with a Memo for safe custody of the Original documents dated 27 March 2019

Location	Date of PDR session	No.	Documents
		25	Examination-in-chief of Plaintiff 1 by way of Affidavit along with phone statements dated 27 March 2019
		26	Order Sheets up to date
		Collaterals:	
		27	Counsel memorandum dated 16th Oct, 2014 issued by M/s Poovayya & Co., the counsels representing D8 in the aforementioned proceedings expressing their opinion on the Litigation
		28	Suit papers pertaining to OS 25375/2012 including Compromise Decree dated 5 February 2016
		29	When the Plaintiff's effort to get the desired result in OS 5735/2008 did not materialise, they approached D8 for an out of Court Compromise. Based on the advice of the Counsels that CAHPL has a good case on merit, CAHPL did not agree for any out of Court compromise. As a pressurising tactic, the Plaintiff 2 in OS 5735/2008 approached the office of the Chief Minister, Karnataka to order an enquiry on the transfer of title on the land parcels denoted as Suit Schedule 'C' property, Item Nos. 1-11 in OS 5735/2008 alleging violations of Karnataka Land Reforms Act. Based upon the Memorandum submitted by D2, the CM, Karnataka forwarded the same along with supporting documents to the jurisdictional revenue authority, i.e. Deputy Commissioner of Mysore to enquire and take appropriate actions. Based upon the instructions received from the Office of the CM, Office of the Deputy Commissioner, Mysore has conducted an enquiry into the allegations and finally came to the conclusion that there is no violation of the provisions of the Karnataka Land Reforms Act vide its Final Order dated 05.09.2018. The entire proceedings were numbered as LRF/CR/67/2015-2016. The compilation of the above proceedings contains almost 700 plus pages comprising of the following: (Note: Most of the documents are in vernacular)
		30	Memorandum of Petition dated 24.07.2014 filed before the CM, Karnataka, enclosing previous title documents, revenue mutation entries, opinion obtained from his advocate comprising of about 200 pages
		31	Notice issued by the Tahsildar, Mysore asking for all the predecessor title documents from the respondents. Notice to CAHPL was issued on dated 8 December 2014
		32	CAHPL responded to the notice of the Tahsildar on 20 December 2014 enclosing all the predecessor title documents, revenue records, land usage conversion order from agricultural to non-agriculture and approval from the local Municipal authorities approving the plot for commercial hospital purpose comprising of about 200 pages

Location	Date of PDR session	No.	Documents
		33	Based upon the documents submitted by the respondents and verifying the revenue records maintained by the Revenue Department, the Tahsildar, Mysore submits a Report dated 7 July 2015 to the Deputy Commissioner, Mysore expressing a prima-facie view that there is a contravention of provisions of the Karnataka Land Reforms Act and as far as the transfer of title pertaining to Suit Schedule 'C' properties in OS 5735/2008 and recommends for a suitable action
		34	Based upon the report of the Tahsildar, the Deputy Commissioner, Mysore directs the Assistant Commissioner, Mysore to initiate the proceedings under the provisions of Karnataka Land Reforms Act based on the direction, Assistant Commissioner and the Sub-divisional Magistrate, Mysuru Sub-division issues show-cause notice to all the respondents and initiates a proceedings under Section 83 of KLRA vide proceedings number LRF/CR/67/2015-2016 on 31 August 2016
		35	In response to the show-cause notice, Respondent No. 3 (D2 in OS 5735/2008) files Objections enclosing all necessary records and seeks for dismissal of enquiry against land parcels owned by him. However, the notice sent to CAHPL (Respondent No. 5) returns unserved. Hence, the Assistant Commissioner proceeds to the enquiry based on the records submitted by Respondent No. 3 (D2 in OS 5735/2008) and vide his Order dated 31 August 2016 exonerates the land parcels of Respondent No. 3 from the allegations and issues fresh notice to CAHPL, i.e. Respondent No. 5 seeking CAHPL's explanation as far as the land parcel owned by CAHPL is concerned. (English translations of order are available)
		36	CAHPL submits Written Objections dated 20 December 2017 denying the allegations with necessary documentary proof and quoting relevant Court precedents
		37	Based upon the objections and response submitted by CAHPL and all other documents on record, the Assistant Commissioner vide his Final Order Dated 5 September 2018 concludes the LRF/CR/67/2015-2016 exonerates the land parcels on similar grounds. (English translations of order are available)

Location	Date of PDR session	No.	Documents
		38	OS 52/2017 - Plaintiff: Ashok Rai Defendants: D1- Managing Director, CAHPL; D2 - Secretary, CAHPL; D3 - GM, CAH Mysore Brief Facts: The Plaintiff, Ashok Rai is also D7 in OS 5735/2008 and Respondent No. 6 in LRF/CR/67/2015-2016 (Both proceedings proforma Defendant-Respondent) Mr. Rai sold Suit Schedule 'C' property in OS 5735/2008 to CAHPL on 05.05.2007 with customary warranties, covenants and indemnities. In addition to the Sale Deed, he has also executed a Development Agreement dated 05.05.2007 and Indemnity Agreement dated 05.05.2007 in favour of CAHPL. The total consideration payable to Mr. Rai under Development Agreement was Rs. 2,35,64,605 for undertaking certain development activities detailed therein. One such obligation was to procure an endorsement from the Tahsildar, Mysore Taluk on or before 17.05.2007. In the interim, CAHPL was entitled to retain Rs. 65,00,000 from the overall consideration payable till occurrence of any of the following two events, whichever is earlier. a. Mr. Rai procuring endorsement, as agreed b. Completion of 2 years from the date of execution of this agreement. However, Mr. Rai could not get the endorsement within 2 years but on the other hand, the family members of the original grantee of the land initiated a legal proceedings before the revenue authorities, calling in question of the title of CAHPL. CAHPL has to spend Rs. 75,00,000 to settle the dispute and to secure confirmation deed from the other family members of the original grantee confirming CAHPL's title to the land which had passed multiple hands. CAHPL had to use up the retention money of Rs. 65,00,000. Hence, this suit.
		39	Order sheets till 3 January 2020
		40	Plaint dated 10 January 2017
		41	Summons dated 23 March 2017
		42	Application under Order 7 Rule 11 a and d R/w Section 151 of CPC filed by the Defendants seeking rejection of Plaint on the grounds of limitations and latches dated 3 January 2020
		43	Copy of Development Agreement between Ashok Rai and CAHPL dated 5 May 2007

Location	Date of PDR session	No.	Documents
		44	Copy of Indemnity Agreement by Ashok Kumar Rai and Subramanya Rai in favour of CAHPL dated 5 May 2007
		45	Copy of Sale Deed by Ashok Kumar Rai in favour of CAHPL dated 5 May 2007
		46	Legal Notice sent by Advocate C. D. Mahadevappa dated 29 June 2016 caused by Mr. Ashok Rai dated 29 September 2016
		47	Response by CAHPL's Legal Counsel to Legal Notice dated 15 December 2016
		48	Legal Notice sent by Advocate Dinesh Hegde Ulepady dated 4 November 2008 caused by Mr. Ashok Rai dated 4 November 2008
		49	Legal Notice sent by Advocate K. Satyashankar Rao dated 24 April 2009 caused by Mr. Ashok Rai dated 24 April 2009
		50	Email correspondence between Mr. Matthew Powell (CAHPL) and Mr. Ashok Rai denying claim of Rs. 65,00,000 dated 22 January 2009
		Real Property Documents	
		− ***Ghaziabad Title Documents***	
		1	Sale Deed executed by Mr. Jaiveer, Mr. Rajkumar, Mr. Kunal, Mrs. Kusma Devi, Mrs. Laxmi Devi and as guardian of Mr. Monu and Mr. Vikas (Minors) in favour of Kumar Karun Krant (H.U.F) through its Karta Mr. Kumar Karun Krant in respect of Khasra No. 138/1 MI, area measuring 1560 sq. mtrs. dated 28 June 2007
		2	Sale Deed executed by Mr. Lakshmi Dhar Goel in favour of Mr. Sukhbir Singh and Mr. Ravinder Kumar Tiwari in respect of Khasra No. 138 MI dated 20 August 1986
		3	Sale Deed executed by Mr. Ravinder Kumar Tiwari in favour of Mr. Neeraj Singh in respect of his 1/5th share in Khasra No. 138 MI dated 7 March 2006
		4	GPA executed by Mr. Sukhbir in favour of Mr. Rajkumar in respect of his 4/5th share in Khasra No. 139 MI dated 29 March 2006
		5	Sale Deed executed by Mr. Rajkumar as attorney of Mr. Sukhbir Singh and Mr. Neeraj Singh in favour of Mr. Samay Pal Singh in respect of Khasra No. 138 MI dated 31 March 2006

Location	Date of PDR session	No.	Documents
		6	Sale Deed executed by Mr. Samay Pal Singh in favour of Kumar Karun Krant (HUF) through its Karta Mr. Kumar Karun Krant in respect of Khasra No. 138 MI, area measuring 2340 sq. mtrs. dated 27 June 2007
		7	Sale Deed executed by Mr. Ramanand, Mr. Ramphool, Mr. Shailendra Kumar and Mr. Naresh Pradeep Kumar in respect of Khasra No. 410 dated 4 July 2005
		8	Sale Deed executed by Ghaziabad Sehkari Awas Samiti in favour of Mr. Suresh Pal in respect of Khasra No. 409 dated 10 January 2003
		9	Sale Deed executed by Mr. Suresh Pal in favour of Advocate Pradeep Kumar in respect of Khasra No. 409 dated 14 February 2005
		10	Sale Deed executed by Advocate Pradeep Kumar in favour of Kumar Karun Krant (HUF) through its Karta Mr. Kumar Karun Krant in respect of Khasra No. 409/410 dated 9 July 2007
		11	Sale Deed executed by Mr. Satish Kumar Yadav, Mr. Vikas Yadav and Mrs. Poonam Deshwal in favour of Mr. Ashok Kumar in respect of Khasra No. 411, area measuring 200 sq. yards dated 2 January 2006
		12	Sale Deed executed by Mr. Ashok Kumar in favour of Kumar Karun Krant (HUF) through its Karta Mr. Kumar Karun Krant in respect of Khasra No. 411, area measuring 200 sq. yards dated 17 July 2007
		13	Sale Deed executed by Mr. Inderpal Singh in favour of Mr. Purshottam Kumar in respect of Khasra No. 411, area measuring 150 sq. yds. dated 15 February 2006
		14	Sale Deed executed by Mr. Purshottam Kumar in favour of Kumar Karun Krant (HUF) through its Karta Mr. Kumar Karun Krant in respect of Khasra No. 411, area measuring 150 sq. yds. dated 17 July 2007
		15	Sale Deed executed by Kumar Karun Krant (HUF) through its Karta Mr. Kumar Karun Krant in favour of M/s. Columbia Asia Hospitals Pvt. Ltd. in respect of the said property dated 31 January 2008
		16	Not used.
		17	Not used.
		18	Not used.
		19	Tax paid receipt for the year 2018-19 dated 28 April 2018

Location	Date of PDR session	No.	Documents
		20	Sale Deed executed by Lunar Infrastructure Private Limited in favour of M/S. Columbia Asia Hospitals Pvt. Ltd. in respect of area admeasuring 102.77 square meters dated 3 June 2009
		21	Sale Deed executed by M/S. Columbia Asia Hospitals Pvt. Ltd. in favour of Lunar Infrastructure Private Limited in respect of area admeasuring 102.77 square meters dated 3 June 2009
		− Mysore Title Documents	
		1	RTC in respect of Sy. No. 85 for the period 1970-71 to 1975-76 issued by Tahasildar, Mysore Taluk
		2	RTC in respect of Sy. No. 86 for the period 1970-71 to 1975-76 issued by Tahasildar, Mysore Taluk
		3	Grant order issued by Land Tribunal, Mysore Taluk in Case No. 439, 435/74-75 dated 5 January 1976
		4	Re-grant Order issued by Land Tribunal, Mysore in case No. 439, 435/74-75 dated 19 January 1989
		5	General Power of Attorney executed by Nanjappa, Basavaraju, Siddamma w/o. late Madappa, and Niranjana since minor represented by his natural guardian mother Siddamma in favour of A. Satyapal & G.D. Sharma dated 31 July 1989
		6	Sale Deed executed by Nanjappa, Basavaraju, Siddamma w/o. late Madappa, and Niranjana since minor represented by his natural guardian mother Siddamma represented by their General Power of Attorney Holder G.D. Sharma in favour of P. Krishnappa dated 15 April 1991
		7	Mutation Register Extract issued by Tahasildar, Mysore Taluk − M.R. No. 27/1991-92
		8	Mutation Register Extract issued by Tahasildar, Mysore Taluk − M.R. No. 39/1991-92
		9	Sale Deed executed by Nanjappa, Basavaraju, Siddamma w/o. late Madappa, and Niranjana since minor represented by his natural guardian mother Siddamma represented by their General Power of Attorney Holder A. Satyapal in favour of S. Deelip Kumar dated 27 April 1991
		10	Mutation Register Extract issued by Tahasildar, Mysore Taluk − M.R. No. 26/1991-92
		11	RTC in respect of Sy. No. 85/2 for the period from 1986-87 to 1990-91 issued by Tahasildar, Mysore Taluk
		12	RTC in respect of Sy. No. 86/1 for the period from 1986-87 to 1990-91 issued by Tahasildar, Mysore Taluk
		13	Final Notification dated 3 June 1997
		14	RTC in respect of Sy. No. 85/2 for the period from 1996-97 to 2000-01 issued by Tahasildar, Mysore Taluk

Location	Date of PDR session	No.	Documents
		15	Sale Deed executed by P. Krishnappa in favour of Krishan Kumar Sharma dated 13 October 1999
		16	Mutation Register Extract issued by Tahasildar, Mysore Taluk – M.R. No. 3/2000-01
		17	RTC in respect of Sy. No. 86/2 for the period from 1996-97 to 2000-01 issued by Tahasildar, Mysore Taluk
		18	RTC in respect of Sy. No. 85/1 for the period from 2000-01 issued by Village Accountant, Mysore Taluk
		19	RTC in respect of Sy. No. 85/1 for the period from 2001-02 issued by Village Accountant, Mysore Taluk
		20	RTC in respect of Sy. No. 85/1 for the period from 2002-03 issued by Village Accountant, Mysore Taluk
		21	RTC in respect of Sy. No. 85/1 for the period from 2003-04 issued by Village Accountant, Mysore Taluk
		22	RTC in respect of Sy. No. 85/1 for the period from 2004-05 issued by Village Accountant, Mysore Taluk
		23	RTC in respect of Sy. No. 86/2 for the period from 2000-01 issued by Village Accountant, Mysore Taluk
		24	RTC in respect of Sy. No. 86/2 for the period from 2001-02 issued by Village Accountant, Mysore Taluk
		25	RTC in respect of Sy. No. 86/2 for the period from 2002-03 issued by Village Accountant, Mysore Taluk
		26	RTC in respect of Sy. No. 86/2 for the period from 2003-04 issued by Village Accountant, Mysore Taluk
		27	RTC in respect of Sy. No. 86/2 for the period from 2004-05 issued by Village Accountant, Mysore Taluk
		28	Mutation Register Extract issued by Village Accountant, Mysore Taluk – M.R. No. 29/02-03
		29	Mutation Register Extract issued by Village Accountant, Mysore Taluk – M.R. No. 57/03-04
		30	Sale Deed executed by S. Dilip Kumar in favour of K. Ashok Kumar Rai dated 22 May 2006
		31	Mutation Register Extract issued by Village Accountant, Mysore Taluk – M.R. No. 133/2005-06
		32	Sale Deed executed by Krishan Kumar Sharma and Dilip Kumar in favour of K. Ashok Kumar Rai dated 6 June 2006
		33	Mutation Register Extract issued by Village Accountant, Mysore Taluk – M.R. No. 136/2005-06
		34	Sale Deed executed by Krishan Kumar Sharma and Dilip Kumar in favour of K. Ashok Kumar Rai dated 18 October2006
		35	Mutation Register Extract issued by Village Accountant, Mysore Taluk – M.R. No. 60/2006-07
		36	Official Memorandum issued by Deputy Commissioner, 01-03, Mysore District dated 24 April 2007
		37	Sale Deed executed by Ashok Kumar Rai in favour of Columbia Asia Hospital Private Limited, represented by its

Location	Date of PDR session	No.	Documents
			Authorized Signatory Ashwini Swami dated 5 May 2007
		38	Indemnity Agreement executed by Ashok Kumar Rai and K. Subramanya Rai in favour of Columbia Asia Hospital Private Limited, represented by its Authorized Signatory Ashwini Swami dated 5 May 2007
		39	Development Agreement executed between Ashok Kumar Rai and Columbia Asia Hospital Private Limited dated 5 May 2007
		40	Khatha Letter issued by Assistant Revenue Officer, Mysore Mahanagara Palike, Mysore in favour of Columbia Asia Hospital Private Limited
		41	Settlement Agreement executed between K.V. Prasad and Columbia Asia Hospital Private Limited dated 25 August 2008
		42	Confirmation Deed executed by Srikanta Murthy, Rajashekar, Prasanna, Nandisha, Shivananda, Mahadeva, M. Nanjappa, Basavaraju, Siddamma and Niranjan in favour of Columbia Asia Hospital Private Limited represented by its Authorized Signatory Sreevathsa. C.S. dated 27 August 2008
		43	Endorsement issued by Special Land Acquisition Officer, Mysore Urban Development Authority, Mysore dated 30 August 2006
		44	Sanction Plan issued by Mysore Development Authority, Mysore dated 12 October 2007
		45	Building Completion certificate issued by the Mysore Development Authority, Mysore dated 26 March 2009
		46	Encumbrance Certificate in respect of Sy. No. 85/1 and 86/1 for the period from 01.04.1976 to 24.03.2006 issued by Sub-Registrar, Mysore North dated 10 April 2006
		47	Encumbrance Certificate in respect of Sy. No. 85/2 and 86/2 for the period from 01.04.1976 to 24.03.2006 issued by Sub-Registrar, Mysore North dated 10 April 2006
		48	Encumbrance Certificate in respect of Sy. No. 86/1, 86/1, 85/2 and 86/2 for the period from 01.01.2006 to 14.06.2011 issued by Sub-Registrar, Mysore North
		− Pune Title Documents	
		1	Lease Deed dated 1 December 2010
		2	Development Agreement dated 23 November 2006

Location	Date of PDR session	No.	Documents
		3	Power of Attorney dated 23 November 2006
		4	Development Agreement dated 23 October 2001
		5	Power of Attorney dated 23 October 2001
		6	Development Agreement dated 19 December 2000
		7	Power of Attorney dated 19 December 2000
		8	Supplement Agreement to the Development Agreement dated 19 August 2010
		9	Development Agreement dated 5 October 1995
		10	Power of Attorney dated 9 February 2001
		11	Release Deed dated 27 February 2002
		12	Not used.
		13	Agreement dated 3 July 2002
		14	Agreement dated 3 July 2002
		15	Power of Attorney dated 3 July 2002
		16	Power of Attorney dated 3 July 2002
		17	Power of Attorney dated 3 October 2002
		18	A copy of Development Agreement and Power of Attorney dated 16 March 2005. The said documents do not seem to be registered but the registration stamps' appear on the said documents with no pagination
		19	Not Used
		− *Palam Vihar Title Documents*	
		1	Agreement executed by Ansal Properties and Industries Pvt. Ltd. with the following companies Ansal Housing & Estates Pvt. Ltd., Green Park Builders & Promoters Pvt. Ltd., Delhi Towers & -Estates Pvt. Ltd., C Lyall & Construction Pvt. Ltd., Deepshikhf Estates Pvt. Ltd. and Suraj Construction & Estate Private Limited dated 10 June 1981
		2	Sale Deed executed between Green Park Builders and Promoters Pvt. Ltd and Deep Chand and Sita Ram dated 14 March 1984

Location	Date of PDR session	No.	Documents
		3	License No. 87 of 1984 issued by the Director, Town and Country Planning, Haryana dated 19 April 1984
		4	Sale Deed executed between Deepshikha Estates Pvt. Ltd. and Raghubir Singh, Bane Singh, Smt. Chujjan Kaur alias Chank Kaur and Smt. Sona dated 30 November 1984
		5	Sale Deed executed between Deepshikha Estates Pvt. Ltd Sher Singh, Ram Nehar Singh, ImratLat and Dhartn Pal dated 30 November 1984
		6	Sale Deed executed between Deepshikha Estates Pvt. Ltd and Deep Chand and Sita Ram dated 19 December 1984
		7	License No. 17 of 1985 issued by the Director, Town and Country Planning, Haryana dated 12 July 1985
		8	Order of the Hon'ble High Court of Delhi in Company Petition No. 10 of 2003 dated 26 March 2003
		9	Letter renewing the license no.17 of 1985 dated 31 March 2003
		10	Letter renewing the license no. 87 of 1984 dated 31 March 2003
		11	Board Resolution of Ansal Properties and Infrastructure Pvt. Ltd. dated 31 October 2005
		12	Letter renewing the license no. 17 of 1985 dated 27 February 2006
		13	Letter renewing the license no. 87 of 1984 dated 27 February 2006
		14	Certificate issued by the Town and Country Planning officer approving the zoning plan of health centre site measuring 2-51 acres in Block-F in residential colony in Palam Vihar dated 28 February 2006
		15	Board Resolution of Delhi Towers Ltd. dated 11 April 2006
		16	Conveyance Deed (Sale Deed) executed between Ansal Properties and Infrastructure Limited and Delhi Towers Limited with Columbia Asia Hospitals Pvt. Ltd. dated 5 May 2006
		17	Possession Certificate issued by Ansal Properties and Infrastructure limited to Columbia Asia Hospitals Pvt Ltd. dated 5 May 2006
		18	Approval of Building Plan of Health Care Centre issued by the District Town Planner, Gurgaon dated 11 September 2006
		19	Certificate issued by the Senior Town Planner Buildings Plans Committee for Licensed col9nies Controlled Area, granting approval to the building plan in respect of health centre dated 28 September 2006

Location	Date of PDR session	No.	Documents
		20	Occupancy Certificate issued to M/s Columbia Asia Hospitals Private Limited by the office of Senior Town Planner, Gurgaon confirming the construction of the health centre building and occupations dated 17 April 2008
		21	House tax assessment notice dated 23 April 2010 issued by Municipal Corporation of Gurgaon
		22	Tax Notice by Municipal Corporation Gurugram, No. 128803 for the year 2017-18 dated 31 December 2017
		23	Income Tax certificate issued by Income tax department, under provision 281 dated 14 August 2018
		24	ROC search report issued by SMPV & associates LLP dated 9 January 2019
The Company's management office	19-21 February 2020	− ***Additional Documents***	
		1	Copies of ECB Monthly Returns from April 2012 to Feb 2019
		2	Copy of ECB Agreement with Axis Bank Ltd Dubai
		3	Copy of intimation of allotment of Loan Registration Number(LRN) by RBI -201
		4	Not used.
		5	Copies of title documents evidencing purchase and sale of real estate owned by CAHPL
		6	10 years Income Tax Returns filed with Income Tax Department for CAHPL from FY 2009-10 to FY 2018-19
		7	Copies of Form FCGPR forms along with RBI Acknowledgement, FIRC Copies, Share allotment returns filed with ROC etc from 31st March 2009 to till 29th December 2018
		8	Order of Compounding issued by RBI for delayed filing of FCGPRs
		9	ROC Returns for change in Directors for CAHPL
		10	Copy of MOA and AOA
		11	Copy of declaration of Directorship by Dr. Nandakumar Jairam and Mr. Jagannath M S

Location	Date of PDR session	No.	Documents
		12	Constitutional documents related to International Columbia 2004: a. Certificate of incorporation b. Certificate of Constitution c. GBL Licence with receipt of payment d. Current Standing Certificate e. Tax Residence Certificate f. Copy of Register of Directors and Members g. PAN Copy

Schedule 7 Form of Columbia India Mark Undertaking Agreement

THIS AGREEMENT is made on [●] (the "**Effective Date**") and is entered into by and between:

(1) Columbia Asia Healthcare Sdn. Bhd., a company incorporated under the Laws of Malaysia with company registration number 292427-H whose registered office is at W701, West Tower, 7th Floor, Wisma Consplant 1, No. 2, Jalan SS16/4, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia ("**CAH**"); and

(2) [*Insert details of Acquirer*] ("**Acquirer**"),

each a "**Party**" and together the "**Parties**".

WHEREAS:

(A) CAH is the owner of the Columbia Asia Brand.

(B) [Acquirer is acquiring a controlling interest in the entity which owns the Columbia India Approved Marks.][Acquirer is acquiring the entity which owns the Columbia India Approved Marks.]

(C) On [●], CAH and CA-India entered into a trade mark licence agreement to govern the ownership and use of the Columbia Asia Brand and the Columbia India Brand (the "***Trade Mark Licence Agreement***").

(D) Among other things, the effect of clause 9 (*Licensee's use of the Columbia India Brand*) of the Trade Mark Licence Agreement is that a Transferee or Acquirer, as applicable, may be required to provide certain covenants directly to CAH by entering into this Deed.

(E) Acquirer does not wish to retain the Columbia India Brand and desires to covenant directly with CAH to assign ownership of the Columbia India Brand to CAH as set forth in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 Unless otherwise defined herein, capitalised terms used in this Deed shall have the meaning given to them in the Trade Mark Licence Agreement. In addition:

"**CA-India**" Columbia Asia Hospitals Private Limited, a company incorporated under the Laws of India with company registration number U85110KA2003PTC033055 whose registered office is at No.8, 80 Feet Road, HAL III Stage, Indiranagar, Bangalore, Karnataka-560075.

"**Deed**" means this Acquirer Undertaking Deed**.**

"**Effective Date**" has the meaning given on page 1.

"**Trade Mark Licence Agreement**" has the meaning given in Recital (C).

Interpretation

1.2 The principles of interpretation set out in clauses 1.2 and 1.3 (*Definitions and Interpretation*) of the Trade Mark Licence Agreement are incorporated in this Deed *mutatis mutandis* as if references therein to "**this Agreement**" were references to this Deed.

2. COVENANTS

2.1 On or before [*relevant date*], Acquirer shall assign, or cause the assignment of, as applicable, all rights, title and interest in and to the Columbia India Brand to CAH pursuant to a written assignment agreement in a form acceptable to CAH, and CAH will pay the Acquirer or its designee the reasonable administrative cost of transferring such rights, title and interest in and to the Columbia India Brand to CAH.

2.2 Each Party shall promptly execute and deliver all such documents, and do all such things, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of clause 2.1, including taking such actions with the India Office of the Registrar of Trade Marks to record such assignment.

3. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

3.1 Each Party warrants, represents and undertakes to the other Party that as of the date of this Deed:

(a) it has the capacity and authority to enter into this Deed;

(b) the persons entering into this Deed on its behalf have been duly authorised to do so; and

(c) this Deed and the obligations created hereunder are binding upon it and enforceable against it in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any other agreement, or any judgment or court order, to which it is bound.

4. INCORPORATION OF CLAUSES

4.1 Clauses 13 (*Confidential Information*) and 19 (*General*) of the Trade Mark Licence Agreement are incorporated into this Deed as if set out in full herein, *mutatis mutandis*, with all references therein to "**this Agreement**" being deemed to be references to this Deed.

5. NOTICES

5.1 Any notice to be given under this Deed must be in English and in writing, and may be served by hand, by airmail (pre-paid and signed for in each case) or by e-mail to the address or e-mail address (as applicable) given below, or to such other address or e-mail address as may have been notified by any Party to the other Parties for this purpose (which shall supersede the previous address or e-mail address (as applicable) from the date on which notice of the new address is deemed to be served under this clause 5):

CAH:

Name:	Columbia Asia Healthcare Sdn. Bhd.
For the attention of:	Dilip Kadambi
Address:	W701, West Tower, 7th Floor, Wisma Consplant 1, No. 2, Jalan SS16/4, 47500 Subang Jaya, Selangor Darul Ehsan, Malaysia
E-mail address:	dilip.kadambi@columbiaasia.com

Acquirer:

Name:	[●]
For the attention of:	[●]
Address:	[●]
E-mail address:	[●]

5.2 Any notice served in accordance with clause 5 shall be deemed to have been received:

(a) if delivered by hand, at the time of delivery;

(b) if sent by airmail, at 9:30 a.m. on the seventh (7th) day after (and excluding) the date of posting; or

(c) if sent by e-mail, at the time of transmission by the sender, provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient,

provided that if a notice would otherwise be deemed to have been received outside Normal Business Hours (as defined below), it shall instead be deemed to have been received at the recommencement of such Normal Business Hours.

5.3 For the purposes of this clause 5, "**Normal Business Hours**" means 9.00 a.m. to 5.30 p.m. local time in the place of receipt on any day which is not a Saturday, Sunday, or public holiday in that location. In the case of service on any Party by e-mail, the place of receipt shall be deemed to be the address specified for service on that Party by post.

5.4 In proving receipt of any notice served in accordance with this clause 5, it shall be sufficient to show that the envelope containing the notice was properly addressed and either delivered to the relevant address by hand or posted as an airmail letter, or that the e-mail was sent to the correct e-mail address.

[*Signature pages follow*]

This **Acquirer Undertaking Deed** is entered into by the Parties on the Effective Date

[*Signature pages to be included*]

Schedule 8 Escrow Terms

The following terms shall be incorporated in the Seller's Claim Accounts Escrow Agreement, unless otherwise agreed amongst the Seller, the Purchaser and the Escrow Bank:

1. The Seller agrees that the copy sent by the Escrow Bank shall not discharge the Seller of its obligation to provide the certified bank statement to the Purchaser under the Agreement.

2. Each of the Purchaser and the Seller shall ensure that any instructions issued by it to the Escrow Bank are promptly provided to the other Party.

3. Other than as specifically contemplated in clauses 4.9 and 4.10, the Seller's Claim Accounts Escrow Agreement shall provide that the Escrow Bank shall not make any withdrawal or transfer from the escrow account to any Person or account, other than in accordance with the terms of the Seller's Claim Accounts Escrow Agreement, or upon the joint written instructions of the Seller and Purchaser.

4. The Escrow Bank shall not exercise any lien, security interest, right of set-off, combination of accounts or other right, remedy or any Encumbrance with respect to amounts standing to the credit of or which may, from time to time, stand to the credit of the escrow account, except as may be specifically permitted under the Seller's Claim Accounts Escrow Agreement due to non-payment of the Escrow Bank's fees.

5. The Escrow Bank shall hold the amounts lying in the escrow account as a custodian and in case of insolvency, liquidation or winding-up of the Escrow Bank, the amounts lying to the credit of the escrow account will not be treated as property of the Escrow Bank and will always be held by the Escrow Bank in trust for and on behalf of and for the benefit of the Seller in accordance with the terms of the Seller's Claim Accounts Escrow Agreement.

6. The Escrow Bank shall furnish a quarterly statement of the amounts in the escrow account to the Seller and the Purchaser.

Schedule 9 List of the Purchaser’s Affiliates

For the purpose of clause 12.10(b), the following is the list of Affiliates of the Purchaser:

1. Manipal Hospitals (Jaipur) Private Limited, India
2. Manipal Hospitals (Dwarka) Private Limited, India
3. Ankur Healthcare Private Limited, India
4. Ankur Healthcare (Ongole) Private Limited, India
5. Centre of Human Reproduction & Biosciences Private Limited, India
6. Healthmap Diagnostics Private Limited, India
7. Manipal Health Enterprises International Pte Ltd, Singapore
8. Manipal Hospitals Sdn Bhd, Malaysia

Schedule 10 Purchaser Warranties in the Relevant Purchaser Shares Subscription Agreement

1 The Purchaser shall make the following warranties to the Seller as of the date of the issue of the Relevant Purchaser Shares in accordance with the Relevant Purchaser Shares Subscription Agreement and the terms of this Agreement:

1.1 **Existence – Incorporation**

1.1.1 The Purchaser is a company duly formed and validly existing under the Laws of India, and has full capacity, power and authority to carry on its business as it is currently conducted and to issue the Relevant Purchaser Shares.

1.2 **Authority, capacity and solvency**

1.2.1 The Purchaser has the requisite power and authority to enter into, deliver and perform its obligations under the Relevant Purchaser Shares Subscription Agreement in relation to the issuance of the Relevant Purchaser Shares, and has obtained all necessary authorizations required to be obtained by it to issue the Relevant Purchaser Shares pursuant to and in accordance with the terms of the Relevant Purchaser Shares Subscription Agreement.

1.2.2 The Relevant Purchaser Shares Subscription Agreement in relation to the issuance of the Relevant Purchaser Shares will constitute for the Purchaser, valid, legal and binding obligations, enforceable against the Purchaser in accordance with its terms.

1.2.3 Except as may be disclosed by the Purchaser to the Seller in relation to any event set out in clause 4.5 of this Agreement, the Purchaser:

(a) is not insolvent, nor is it subject to any bankruptcy, insolvency, moratorium, amicable or similar proceedings under applicable Law;

(b) is not in liquidation and no proceedings exist or to the Purchaser's Knowledge, threatened for the purpose of winding it up or placing it under official management; and

(c) has not taken any steps to enter into liquidation and to the Purchaser's Knowledge, there are no facts, matters, circumstances or grounds on which any person could petition or apply for its winding up or for the appointment of a receiver over it or its assets or for it to be placed under official management.

1.2.4 Except as may be disclosed by the Purchaser to the Seller in relation to any event set out in clause 4.5 of this Agreement, to the Purchaser's Knowledge, there are no facts, matters or circumstances which give any person the right to apply to liquidate it or wind it up or place it under official management.

1.2.5 Except as may be disclosed by the Purchaser to the Seller in relation to any event set out in clause 4.5 of this Agreement, no administrator or receiver has been appointed to the Purchaser or over any part of its assets, nor has any deed of company arrangement been executed or proposed in respect of it, and no distress, execution or other process has been levied on the Purchaser's assets or properties.

For the purpose of paragraph 1.2.3 and paragraph 1.2.4 of this Schedule 10, the term "Purchaser's Knowledge" means the actual knowledge of the chief executive officer, the chief financial officer, and the chief legal officer of the Purchaser, as on the date of the issuance of the Relevant Purchaser Shares, after conducting due and careful inquiry.

1.3 **Absence of violation**

1.3.1 The execution and delivery of, and the performance by the Purchaser of its obligations to issue the Relevant Purchaser Shares pursuant to, the Relevant Purchaser Shares Subscription Agreement will not:

(a) constitute a violation of, or a default under, or conflict with any term or provision of its governing documents;

(b) constitute a violation of, or a default under, or conflict with any applicable Law;

(c) conflict with, result in a material breach of or constitute a default under any instrument or agreement to which it is a party or by which it is bound;

(d) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or any other Law for the protection of debtors or creditors; or

(e) result in the creation of any Encumbrance over any of the present or future assets or revenue of the Purchaser,

other than, such violations, defaults or conflicts which would not impair its ability to perform in all material respects its obligations to issue the Relevant Purchaser Shares pursuant to and in accordance with the Relevant Purchaser Shares Subscription Agreement.

1.4 **Governmental consents**

The execution of, and performance by the Purchaser of its obligations to issue the Relevant Purchaser Shares pursuant to, the Relevant Purchaser Shares Subscription Agreement, do not and will not, require on the part of the Purchaser, any consent, approval, authorization or order of, action by, filing with or notification to any Governmental Authority.

1.5 **Issuance of the Relevant Purchaser Shares**

1.5.1 The Relevant Purchaser Shares issued and allotted to the Seller pursuant to and in accordance with the terms of the Relevant Purchaser Shares Subscription Agreement have been duly authorized by all necessary corporate actions as required under applicable Law and have been validly issued pursuant to a valid and duly stamped instrument, are fully paid-up, and are free and clear from any and all Encumbrances.

1.5.2 Other than pursuant to the Purchaser's employee stock option plan and Permitted Encumbrance (as such term is defined in the Purchaser's Disclosure Letter (Signing Date)), there are no authorized or outstanding securities, warrants, options, instruments, agreements or commitments of any nature whatsoever including employee stock options or phantom stock options or other derivative instruments (exercisable now or in the future and contingent or otherwise) pursuant to which the Purchaser shall issue, deliver or sell, or cause to be issued, delivered or sold, any shares, or any securities convertible into, exchangeable for or otherwise giving access to the share capital or voting rights of the Purchaser.

1.6 **Purchaser's Shareholders' Agreement**

Except as permitted in accordance with clause 9.10 this Agreement, the Purchaser's Shareholders' Agreement delivered to the Seller pursuant to clause 9.2 of this Agreement remains true, complete and correct as of the date of the issuance of the Relevant Purchaser Shares.

Schedule 11 Material Terms of the New Shareholders' Agreement

Concurrently with the issuance and allotment of the Relevant Purchaser Shares to the Seller, the relevant provisions of Purchaser's Shareholders' Agreement shall stand automatically amended to be consistent with the rights of the Seller as set out below, and concurrently with the issuance and allotment of the Relevant Purchaser Shares to the Seller, the Purchaser shall procure that the required shareholders of the Purchaser execute a written amendment to the Purchasers' Shareholders Agreement and pass a resolution to amend the articles of association of the Purchaser, in each case, to reflect the rights of the Seller as set out below.

Unless otherwise defined, capitalised terms used in this Schedule 11 ("**Term Sheet**") have the meaning given to them in the Shareholders' Agreement between Imperius Healthcare Investments Pte. Ltd. ("***Temasek***"), TPG Asia VI SF Pte. Ltd. ("***TPG***"), Manipal Global Health Services, MEMG International Limited, Dr Ranjan Pai, Dr Shruti Pai, Cypress Holdings (together, the "***Promoters***") and Manipal Health Enterprises Private Limited (the "***Company***") dated 24 July 2017 (the "***Existing Shareholders' Agreement***").

No.	Subject	Summary
1.	Parties to the New Shareholders' Agreement	The shareholders' agreement will be entered into between any existing shareholders of the Company, International Columbia 2004 (the "***IC2004***") and the Company (the "***New Shareholders' Agreement***") pursuant to clause 4.4 of the Share Purchase Agreement between IC2004, the Company and Columbia Asia Hospitals Private Limited (the "***SPA***") simultaneously with Deferred Payment being discharged by issuing the Relevant Purchaser Shares (as such term is defined in the SPA) having regard to the existing rights granted to Temasek and/or TPG in the Existing Shareholders' Agreement which shall remain unchanged except to the extent specifically set out herein.
2.	Board Rights	Until the date falling 18 months after the issuance of the Relevant Purchaser Shares to the Seller, IC2004 shall not have the right to appoint any directors to the Board or any committee of the Board. If by the date falling 18 months after issuance of the Relevant Purchaser Shares to the Seller, neither a QIPO or Strategic Sale permitting IC2004 to sell all of its shares has occurred, then IC2004 shall have right to appoint 2 directors to the Board, provided such director-appointees by IC2004 shall not be employees of any competitor (or a substantial shareholder of any competitor) of the Purchaser. In the event IC2004 has exercised its right to appoint directors to the Board, the quorum of all board meetings shall be the higher of: (A) 3 directors, or (B) one third of the total number of Directors on the Board at any given time, provided that at least 1 Director nominated by IC2004 is present throughout the meeting. Statutory quorum requirements will apply to any board meeting following the initial adjourned meeting, so long as any matter set out in Annexure 1 shall not be taken up at such meeting unless the prior consent of IC2004 is obtained.

No.	Subject	Summary
		At all times after issuance of the Relevant Purchaser Shares to the Seller, IC2004 may nominate 1 person as an observer to the Board of the Company.
3.	Shareholder Meetings	A Shareholder shall be entitled to exercise its right to vote at general and special meetings including by proxy and/or appointing authorised representatives. Subject to the Shareholder Reserved Matters, the quorum for all general meetings of the Company shall not require an authorised representative of IC2004 present.
4.	Shareholder Reserved Matters	No action or decision relating to the matters set out in <u>Annexure 1</u> shall be taken unless at least IC2004 has provided an affirmative vote on the resolution.
5.	Promoter Transfer Restrictions and Encumbrance	Save and except for Permitted Encumbrances and Transfers to Permitted Transferees, for so long as IC2004 owns any shares, Dr Ranjan Pai and Dr Shruti Pai shall remain the 100% ultimate sole beneficial owners of Manipal Global Health Services (unless required for the purpose of a Promoter Initiated Exit or a Company Initiated Exit). Save and except for Permitted Encumbrances, for so long as IC2004 owns any shares, the Promoters shall not, directly or indirectly, Transfer any Equity Securities held or controlled by them (other than pursuant to a Promoter Initiated Exit, a Company Initiated Exit or to a Permitted Transferee). On the date of the share purchase agreement between the Company and IC2004, the Company and the Promoters shall be entitled to make written disclosures in relation to any Encumbrances created on the Equity Shares of the Company and/or securities of the Corporate Promoters. For the purposes of this Term Sheet: (i) "**Permitted Transferee**" shall include any Person(s) acquiring Equity Shares of the Company or securities of the Corporate Promoters so long as such acquisition or transaction does not result in cessation of Control by the Promoters and the Promoters holding less than 40% of the Company. With respect to Promoters, limb (i) and (ii) of the definition of "**Control**" shall be modified such that references to 50% will be read as 40%. (ii) "**Permitted Encumbrances**" shall mean such encumbrances created in favour of any financial creditors or third parties as disclosed in writing to IC2004 on the date of the share purchase agreement between the Company and IC2004.

No.	Subject	Summary
6.	Investor Transfer Restrictions	Subject to the Promoter's right of first refusal set forth below, and subject to the restrictions on transfer of any shares (directly or indirectly) to any IC2004 Prohibited Transferee, IC2004 shall have the right to sell all or any of their Equity Securities in the Company to any Person at any time provided that the transferee shall enter into a Deed of Adherence simultaneously with such Transfer. In the event that IC2004 receives a written binding offer from any IC2004 Restricted Transferee, the Promoters have a right of first refusal to elect to purchase all (but not some) of the shares. IC2004 Restricted Transferee is defined as: (i) Apollo Hospitals Enterprises Limited; or (ii) any portfolio company or Affiliates of IC2004: (a) which is engaged in substantially the same business as the Core Healthcare Services and at least 75% of the revenue of such portfolio company is from such business; and (b) in which IC2004 or its Affiliate, as the case may be, holds and controls at least 51% of the equity share capital, provided that an "**IC2004 Restricted Transferee**" shall not include International Columbia US, LLC. The Promoters have a period of 30 days from the date of receiving the ROFR Notice to elect whether to purchase all (but not some) of the shares on the same terms and conditions as set out in the ROFR Notice. The closing of any purchase of ROFR Shares by the Promoters shall be held at the principal office of the Company 60 days from the receipt of the ROFR Notice. If the Promoters fail to respond to the ROFR Notice within 30 days of receiving such notice, or fail to close the purchase of the ROFR Shares within 60 days of receiving such notice, IC2004 shall be free to transfer the ROFR Shares to any Person (except an IC2004 Prohibited Transferee) at any time. IC2004 shall not, whether directly or indirectly, transfer any Equity Securities in the Company to any IC2004 Prohibited Transferee. "**IC2004 Prohibited Transferee**" shall mean: (i) Fortis Healthcare Limited; or (ii) IHH Healthcare Berhad or its Affiliates.
7.	Assignment	IC2004 is entitled to assign any or all of their rights or obligations to any person simultaneously with the transfer of any or all of their Equity Securities

No.	Subject	Summary
		in the Company. The Company shall execute do all things reasonably necessary to give effect to such assignment.
8.	Pre-Emptive Rights	Other than in respect of the issuance of Equity Securities pursuant to the Approved ESOP Scheme, the Promoter Initiated Exit or Company Initiated Exit (see No. 9 below), the Company shall not issue any new Equity Securities to any Person unless such new Equity Securities have first been offered to IC2004 to its Pro Rata Share of such new issuance. IC2004 shall have the right to subscribe on the same terms and conditions as those offered to the third party. If the Company fails to first offer such shares to IC2004 not less than 30 Business Days before a proposed issuance of Equity Securities, then such new Equity Securities shall not be issued, and if purported to be issued, shall be void *ab initio*.
9.	Exit Rights	Promoter Initiated Exit Nothing herein shall restrict the Company, TPG, Temasek and the Promoters to agree to a Promoter Initiated Exit Date for TPG and/ or Temasek pursuant to the terms of the Existing Shareholders' Agreement. The Promoter Initiated Exit shall be by either: a. (*QIPO*) Consummating the QIPO of the Company on 1 or more Recognized Stock Exchanges (i.e. BSE Limited, the National Stock Exchange of India Limited, Singapore Exchange Limited or other stock exchange of international repute). (i) A QIPO means an IPO where the offer size represents at least the higher of: (A) 10% of the post QIPO Share Capital, and (B) such percentage of the post QIPO Share Capital as may be required by law. (ii) In the event sub-paragraph (iii) below is not satisfied, the terms of the QIPO shall be subject to IC2004's consent. If sub-paragraph (iii) below is satisfied, IC2004's consent shall not be required. (iii) IC2004 shall have the right to offer up to such number of Equity Securities held by it that are equivalent to the total number of Equity Securities being listed as part of an offer for sale of the existing Equity Securities in a QIPO, unless IC2004 is restricted from offering such shares on account of any regulatory restrictions or requirements (other than due to lock-in restrictions imposed on IC2004 in a QIPO within 12 (twelve) months of issuance of Equity Securities to IC2004).

		b. (*Strategic Sale*) Completing a Strategic Sale which results in a sale of more than 51% of the Share Capital and the Transfer of Control of the Company to a third-party purchaser, and such sale shall include an offer to purchase up to all of the shares in the Company held by each of TPG, Temasek and IC2004. In the event the Company and the Promoters provide a Promoter Initiated Exit whereby IC2004 has a right to sell all of its shares and IC2004 decides not to sell all of its shares in such exit either by way of a QIPO or Strategic Sale, then the obligation of the Promoters and the Company to provide an exit to IC2004 shall be deemed to be discharged. Company Initiated Exit In the event that the Company Initiated Exit is initiated by either TPG or Temasek, then IC2004 and the other Non-Initiating Investor shall be included as a Non-Initiating Investor, and each such Non-Initiating Investor shall have the right to offer shares held by it in such Company Initiated Exit as detailed below. In the event that the Promoter Initiated Exit or Company Initiated Exit is not completed by 31 March 2024, IC2004 shall (without prejudice to the rights of TPG and Temasek under the Existing Shareholders' Agreement) have the ability to initiate a Company Initiated Exit by appointing an Investment Bank (here, IC2004 will be an "***Initiating Investor***") and the other Non-Initiating Investors shall be included as a Non-Initiating Investor(s), and each such Non-Initiating Investor shall have the right to offer all the shares held by it in such Company Initiated Exit as per the details given below. For the purposes of this section, references to TPG and Temasek shall mean TPG and Temasek, and not their permitted successors or assigns. In the event IC2004 is not an Initiating Investor, then it shall be included as a Non-Initiating Investor, and IC2004 shall have the right to offer shares held by it in such Company Initiated Exit along with the other Non-Initiating Investor(s) as per the details given below. The Company Initiated Exit shall be by either: a. (*IPO*) Consummating an IPO of the Company on 1 or more Recognized Stock Exchanges (i.e. BSE Limited, the National Stock Exchange of India Limited, Singapore Exchange Limited or other stock exchange of international repute). IC2004 shall have the right to offer up to such number of Equity Securities held by it that are equivalent to the total number of Equity Securities being listed as part of an offer for sale of the existing Equity Securities in an IPO, unless IC2004 is restricted from offering such shares on account of any regulatory restrictions or requirements (other than due to lock-in restrictions imposed on IC2004 in an IPO within 12 (twelve) months of issuance of Equity

		Securities to IC2004). b. (*Strategic Sale Proposal*) A Strategic Sale Proposal is a proposal from a bona fide and credible prospective third-party purchaser(s) containing an unconditional offer to purchase at least 51% and acquire control of the Company, including up to all of the Equity Securities held by IC2004 and the other Non-Initiating Investor(s). (i) The Promoters shall be obligated to sell such number of Equity Securities in order to achieve the 51% shareholding specified in the Strategic Sale Proposal. (ii) In a Company Initiated Exit, each of the Non-Initiating Investors shall be entitled to exercise the right to sell all their shares to such third-party purchaser. (iii) In the event the IC2004 has been provided a Company Initiated Exit whereby IC2004 has a right to sell up to all of its shares and IC2004 decides not to sell all of its shares in such exit either by way of an IPO or Strategic Sale, then the obligation of the Promoters and the Company to provide an exit to IC2004 shall be deemed to be discharged. The Company Exit Option that is most commercially attractive to the Initiating Investor shall be binding on the Promoters, the Company and the Shareholders (other than the Non-Initiating Investor, to the extent such Non-Initiating Investor does not participate in the Best Company Exit Option). The Best Company Initiated Exit does not require the affirmative vote of the Non-Initiating Investor. However, in the event there is a Strategic Sale to any of the following persons, the prior written consent of the Non-Initiating Investor must be obtained: a. any member of the Initiating Investor Group; b. any portfolio company in which the Initiating Investor Group holds equity securities (or any person controlled by TPG Asia GenPar VI L.P where the Initiating Investor Group is TPG); c. an Affiliate of the Initiating Investor Group; or d. any portfolio company in which an Affiliate of the Initiating Investor Group holds at least 10%. IC2004 and each existing shareholders of the Company shall facilitate the completion of any exit and cooperate to the same extent as has been agreed by Temasek and TPG under the Existing Shareholders' Agreement. Without prejudice to the rights of TPG and Temasek to initiate a Company Initiated Exit, in the event the shareholding of each of TPG and Temasek in the Company falls below the shareholding of IC2004 in the Company prior to 31 March 2024, then IC2004 shall have a right to initiate a Company

No.	Subject	Summary
		Initiated Exit even before 31 March 2024. For the purposes of this section, references to TPG and Temasek shall mean TPG and Temasek, and not their permitted successors or assigns.
10.	Tag Along Right	Other than transfers to the Permitted Transferees or by the Promoter to satisfy the Approved ESOP Scheme, in the event of a proposed Transfer by the Promoters of all or any portion of their Equity Securities at any time after Deferred Payment has being discharged by issuing the Relevant Purchaser Shares (as such term is defined in the SPA), IC2004 shall have the right to sell up to all of their shares on the same terms and at the same price per Equity Security. IC2004 shall have a period of 30 Business Days of receipt of the Transfer Notice to elect by written notice indicating its desire to exercise its Tag Along Rights and specifying such number of its Equity Securities that IC2004 desires to Transfer. The closing of any transfer of the Tag Along Shares shall occur within 30 days from the date of the Tag Along Response. Any transfer by the Promoters in breach of these terms shall be considered null and void.
11.	Ceasing of Rights	In the event that IC2004 ceases to hold at least 5% of the Share Capital, then their respective board rights (including board observer rights), shareholders meeting rights, reserved matter rights, MFN rights, and pre-emptive rights will fall away. For the avoidance of doubt, IC2004's tag along, exit rights, information rights and the obligations on the Promoters do not fall away if it ceases to hold at least 5% of the Share Capital. The New Shareholders' Agreement shall terminate upon occurrence of an IPO or QIPO.
12.	Liquidation Preference	In the event there is a Company Liquidation Event (including liquidation, winding up, dissolution, or insolvency), then the total proceeds shall be distributed as follows: (i) *first*, to IC2004 for an amount equal to the Deferred Payment Cash Consideration (as defined in the SPA) including the Equity Premium rate (as defined in the SPA), based on the formula set out in the excel document titled "Discharge Equity Compensation.xlsx", and if TPG and Temasek are still Shareholders of the Company, TPG on the total amount invested by it for acquiring the Equity Securities of the Company and Temasek on 50% of the total amount invested by it. (ii) *second*, to the other Shareholders of the Company, *pro rata* in proportion to their *inter se* number of Equity Shares of the Company, until they have collectively received an amount equal to the face value of the Equity Shares held by them; and (iii) *third*, to the *extent* there are remaining assets or liquidation proceeds available for distribution, to all Shareholders *pro rata* to their shareholding in the Company.

No.	Subject	Summary
13.	Most Favourable Rights	If the Company or any of the Promoters enter into any agreement in connection with any Equity Securities granting rights to any person which are more favourable than the rights conferred to IC2004, then the rights of IC2004 under the New Shareholders' Agreement shall be modified and amended to confer on IC2004 the additional rights at least as favourable as those conferred on such person. The Company and the Promoters shall take all necessary steps to amend the Charter Documents to give effect to such modification of rights. Provided that IC2004 shall have not be entitled to seek rights under this provision to the extent any transferee of TPG or Temasek receives existing rights granted to TPG or Temasek that are specifically provided for in this Term Sheet or under the Existing Shareholders' Agreement. The Company and each shareholder of the Company represents to IC2004 that they have, prior to execution of the New Shareholders' Agreement, fully disclosed to IC2004, in writing, all the rights, arrangements and understandings between either or all of the Company and the shareholders of the Company, and they shall continue to do so even after execution of the New Shareholders' Agreement.
14.	Obligations on Promoters	The New Shareholders' Agreement should contain the same obligations on the Promoters as under the Existing Shareholders' Agreement for the benefit of IC2004, including but not limited to: (i) *IPO Undertakings*: For the purposes of expeditiously making and completing an IPO, the Company and the Promoters agree to extend all cooperation to the Investors, investment banks, lead managers, underwriters etc., including providing any relevant undertakings. (ii) *Non-Compete and Non-Solicitation*: If requested by the Strategic Transferee, the Promoters shall provide a non-compete and non-solicitation undertakings for a period of 3 years from the date of closing of the purpose of the Strategic Shares. (iii) *Indemnification*: The Promoters and the Company shall hold IC2004 and its respective Affiliates harmless against all Losses incurred as a result of a breach of the conditions, undertakings, covenants, representations and warranties in the Shareholders' Agreement, as well as any negligent or deficient services provided by the Company and/or any Group Entity. (iv) *Related Party Restrictions:* The Promoters shall procure that without IC2004's consent, it shall procure that any Related Party Contract shall not be amended, modified or terminated. IC2004 shall have the right at any time to require the Promoters and/or the Company to terminate a Related Party Contract, without any monetary or other liability whatsoever.

No.	Subject	Summary
		Without prejudice to any of TPG's and/ or Temasek's rights the Existing Shareholders' Agreement, the New Shareholders' Agreement shall contain the concept of a Promoter Fundamental Breach, being, a breach by the Promoter, notified by IC2004 of certain reserved matters, pre-emptive rights, transfer restrictions, exit, most favourable rights, non-compete and non-solicitation provisions, related party contracts, accounts and auditors, intellectual property provisions and/or a Promoter Liquidation Event occurs in relation to any Promoter (such written notice, the "**Breach Notice**"). Where if such Promoter Fundamental Breach is not remedied within 60 days pursuant to any Breach Notice, then IC2004 shall have the ability to sell up to all of its Equity Securities to the Promoters at a valuation of 125% of the Fair Market Value ("***IC2004 Put Rights***"). The Fair Market Value is calculated by examining the difference between the fair market value certified by an investment bank appointed by IC2004 ("***IC2004 Price***") and the fair market value certified by an investment bank appointed by the Promoter ("***Promoter Price***"): a) if less than or equal to 10% of the lower of IC2004 Price and the Promoter price, the fair market value shall be the average of IC2004 Price and the Promoter Price; or b) if more than 10% of the lower of the Investor Price and the Promoter price, the investment bank appointed by IC2004 and the investment bank appointed by the Promoter shall jointly appoint a third Investment Bank to determine the fair market value per Equity Share.
15.	Information Rights	IC2004 shall have all information rights granted to Temasek and TPG in the Existing Shareholders' Agreement.
16.	Governing law	The New Shareholders' Agreement is governed by the laws of India.
17.	Dispute resolution	Any dispute under the New Shareholders' Agreement shall be resolved by arbitration in London under the London Court of International Arbitration Rules.
18.	Other Terms	Other than the rights in respect of items or matters that are specifically and expressly provided for in this Term Sheet, the existing rights granted to Temasek and/or TPG in the Existing Shareholders' Agreement shall be granted to IC2004 in the New Shareholders' Agreement. It is hereby clarified that to the extent any rights, matters or obligations are specifically set out herein (including the reserved matter rights), IC2004 shall not be entitled to any additional, incremental or alternative rights in relation to such rights, matters or obligations.

ANNEXURE 1 TO SCHEDULE 11 (MATERIAL TERMS OF THE NEW SHAREHOLDERS' AGREEEMNT)

SHAREHOLDER RESERVED MATTERS

1. Any amendments to the memorandum of association or articles of association of the Company or any Group Entity (including, without limitation, the Charter Documents), other than an amendment to the Charter Documents to incorporate the provisions of the New Shareholders' Agreement.

2. Other than (i) to undertake an IPO; (ii) transactions to provide an Exit to the Investors and IC2004 (Promoter Initiated Exit and Company Initiated Exit, as the case may be); or (iii) the issuance of Equity Securities pursuant to the Approved ESOP Schemes (issuance / transfer of Equity Securities upon exercise of Existing Options by the employees), any change in the capital structure of the Company or any Group Entity, including, but not limited to, the issued, subscribed or the paid up share capital (including any preference or other convertible share capital) of the Company or any Group Entity.

3. Any allotment or issuance (including by way of a rights issue, bonus, splits or other corporate organisation) of new equity or shares, equity securities (including Equity Securities) or convertible instruments or grant of any options or other rights over shares, the capitalization of any reserves or share premiums, repurchase or redemption of or alteration of any rights of equity securities (or any class of equity securities) by the Company or any Group Entity, other than: (i) the issuance of Equity Securities pursuant to the Approved ESOP Scheme (other than pursuant to the exercise of Existing Options by the employees) and (ii) the issuance of Equity Securities pursuant to the Exit provisions of the New Shareholders' Agreement (Promoter Initiated Exit and Company Initiated Exit, as the case may be).

4. Any public offering of the securities of the Company or any Group Entity, including a QIPO, or any Strategic Sale (in each case, otherwise than pursuant to an Exit (Promoter Initiated Exit and Company Initiated Exit, as the case may be)).

5. Any de-listing of securities of the Company or any Group Entity.

6. Commencing or undertaking any sale, merger, consolidation, re-organisation, re-structuring, financial re-construction, arrangement, amalgamation or other business combination involving the Company or any Group Entity (in each case, otherwise than as permitted under the Exit provisions of the New Shareholders' Agreement (Promoter Initiated Exit and Company Initiated Exit, as the case may be)).

7. Commencing or undertaking the sale, transfer or other disposition of a material or substantial part of the undertaking, assets or properties of the Company or any Group Entity (in each case, otherwise than as permitted under the Exit provisions of the New Shareholders' Agreement (Promoter Initiated Exit and Company Initiated Exit, as the case may be)).

8. Granting any loan or advance to any Person or giving any guarantee on behalf of any Person.

9. Any amendment, modification, waiver or termination of any Related Party Contract of the Company or any Group Entity.

10. Undertaking any other action that alters or changes the rights, privileges or preferences of IC2004 and/or the equity securities held by IC2004 in the Company or any Group Entity (other than in accordance with the Exit provisions of the New Shareholders' Agreement (Promoter Initiated Exit and Company Initiated Exit, as the case may be)).

11. Declaration or payment of any dividend or any other distribution (whether in cash, securities, property or other assets), in each case, other than in accordance with the Exit provisions of the New Shareholders' Agreement (Promoter Initiated Exit and Company Initiated Exit, as the case may be).

12. Any change in the accounting or tax policies of the Company or any Group Entity, except as mandated by Law.

13. Any change to the financial year of the Company or any Group Entity.

14. Any change in the composition of the board of the Company or any Group Entity not contemplated under this Agreement or the Existing Shareholders' Agreement.

15. Registration or approval of Transfer of Equity Securities by the Promoter (in each case, other than any Transfer in accordance with the provisions of the New Shareholders' Agreement).

16. Providing any financial assistance (including making any capital expenditure or incurring any Indebtedness towards Healthmap or granting any loan or advance) to Healthmap.

17. The incorporation or setting up of any subsidiary, joint venture, partnership or affiliated company or the divestment in full or part of any subsidiary or joint venture or affiliated company or interests in partnerships by the Company or any Group Entity.

18. Any investments by the Company or any Group Entity in the shares or debt or equity securities of any company, body corporate or other incorporated or unincorporated ventures, or the sale of any shares or debt or equity securities of any company, body corporate or other incorporated or unincorporated ventures by the Company or any Group Entity.

19. Sale of any real estate or properties of the Company or any Group Entity.

20. Except in connection any proceeding or claim under the SPA, the New Shareholders' Agreement, initiating, discontinuing or settling any litigation or arbitration proceedings involving a material amount for any individual settlement and in any case where the aggregate amount involved is above INR 10,000,000 (Rupees ten million) in a financial year.

21. Dissolving, winding up or liquidating the Company or any Group Entity, whether or not voluntary or any restructuring or reorganization which has a similar effect or taking any steps in relation to the foregoing.

22. Entering into any binding agreement to take any of the foregoing actions.