

Ratings

MONITORING AGENCY AGREEMENT

Issuing Entity - Please select the applicable option below:

- (a) an initial public offer by an unlisted issuer
- (b) a rights issue by a listed issuer
- (c) a further public offer by a listed issuer
- (d) a preferential issue by a stressed issuer
- (e) an initial public offer by a small and medium enterprise

Ref: PM/GHL/2022/CDEL267

Date: 22 / 10 / 2022

Full Legal Entity Name
of the Organisation

: Global Health Limited

Address

: Medanta – Mediclinic, E-18, Defence Colony
New Delhi -110024, India

GST No. of service

: 06AACCG2681C1ZZ

recipient/ entity named above

: Global Health Limited

(Corresponding to above
mentioned address)

: Sec - 38 Medicity, Gurgaon
Gurugram, Haryana -122001, India

City

: New Delhi

State

: Delhi

Pin code

: 110024

Tel No.

: +91 11 4411 4411

Fax No.

: +91 11 2433 1433

Email address for notices
and correspondence

: Abhishek.Sharma@Medanta.org

Kind Attention

: Mr. Abhishek Sharma

Designation

: VP Finance

Dear Sirs

We understand that:

GLOBAL HEALTH LIMITED, a company incorporated under the laws of India and whose registered office is situated at Medanta-Mediclinic, E-18, Defence Colony, New Delhi 110 024, India (the "Company") proposes to undertake an initial public offering of its equity shares of face value of ₹2 each ("Equity Shares"), comprising a fresh issue of Equity Shares by the Company (the "Fresh Issue")

Client Signature _____

CRISIL Ratings Signature _____

Version 2022.01.01

Page 1 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Certified True Copy



Ratings

CRISIL

An S&P Global Company

and an offer of sale by certain existing shareholders of the Company (the "Offer for Sale" and together with the Fresh Issue, the "Offer") in accordance with the Companies Act, 2013 and rules made thereunder, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations") and other applicable laws.

In terms of Regulation 41 of the SEBI ICDR Regulations, the Company is required to appoint a credit rating agency registered with the Securities and Exchange Board of India (the "SEBI") as a monitoring agency for monitoring the Issue Proceeds (*as defined hereinafter*) in respect of the Fresh Issue in accordance with the objects of the Fresh Issue as set out in the Offer Documents (*as defined hereinafter*).

In response to the Company's request for CRISIL Ratings Limited ("CRL"), a company incorporated under the provisions of the Companies Act, 2013 with its registered office at CRISIL House, Central Avenue, Hiranandani Business Park Powai, Mumbai, 400 076, Maharashtra, India to be appointed as the Monitoring Agency ("*Monitoring Agency*") for the Fresh Issue, we set out the below terms and conditions on which we have agreed to such appointment. This Agreement is executed and delivered to define the obligations of the Company to utilize the Issue Proceeds in the manner as prescribed in the Offer Documents and the role of the Monitoring Agency to monitor the utilisation of the Issue Proceeds as per the schedule of utilization of proceeds as provided in the Offer Documents.

1. DEFINITIONS

1.1 In this Agreement, unless repugnant to the context thereof, the following words, wherever used, shall have the following meaning:

"Act" shall mean the Companies Act, 2013, as applicable, and include any statutory modification thereto or re-enactment or replacement thereof.

"Agreement" means the foregoing terms and conditions in this letter together with the attached Annexure.

"Applicable Law" shall mean any applicable law, statute, by-law, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body or government authority), guidance, order of statutory body or authority and all orders, judgments or decree of any court, tribunal or any arbitral authority;

"Equity Share" shall have the meaning ascribed to such term in the Recitals.

"Engagement Letter" shall have the meaning ascribed to such term in Clause 7.1.

"Fees" means the fees agreed between the parties as per clause 7 and as further agreed under the Engagement Letter.

"Monitoring Report" / "Report" shall mean the report(s) issued by the Monitoring Agency (monitoring the use of the Issue Proceeds) in the format prescribed under the SEBI ICDR Regulations, based on its determination whether the Issue Proceeds have been utilized for the purpose as mentioned in the Offer Documents.

"Objects" / "Objects of the Offer" shall mean the objects of the Fresh Issue as set out in the Offer Documents.



Client Signature: [Signature]

Version 2022.01.01

CRISIL Ratings Signature: [Signature]

Page 2 of 15

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2018PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

"Issue Proceeds" shall mean the gross proceeds of the Offer, excluding Offer for Sale, that are available to the Company as set out in the Offer Documents.

"Offer Documents" shall mean the Red Herring Prospectus and the Prospectus to be filed by the Company with Registrar of Companies, Delhi and Haryana situated at Delhi ("RoC") and subsequently with the Securities and Exchange Board of India ("SEBI"), BSE Limited ("BSE") and the National Stock Exchange of India Limited ("NSE", together with BSE, the "Stock Exchanges").

- 1.2 Capitalized terms not defined herein shall have the meaning ascribed to them in the Offer Documents unless the context specifies otherwise.
- 1.3 In case of any inconsistency of any of the terms of this Agreement and the Offer Documents, the terms of Offer Documents shall prevail.

2. APPOINTMENT OF MONITORING AGENCY

- 2.1 The Company hereby appoints CRL as the Monitoring Agency and CRL agrees to act as the Monitoring Agency in accordance with the terms and conditions of this Agreement.
- 2.2 CRL, in its capacity as the Monitoring Agency, shall fulfil such duties and obligations as may be required to be fulfilled by it in such capacity under the SEBI ICDR Regulations, including the following:

- (a) Delivering the Monitoring Report to the Company in the format prescribed in Schedule XI of the SEBI ICDR Regulations on quarterly basis till 100% (hundred percent) of the Issue Proceeds have been utilized (including proceeds earmarked for General Corporate Purposes) or termination of this Agreement as per clause 8 of this Agreement. For the preparation of final Report for the relevant quarter, the Monitoring Agency subject to timelines for information sharing and execution timelines as per clause 4.5 being met, shall, at least 7 (seven) days prior to the submission of such final Report, share the draft report with the Company to confirm the factual information and provide additional information, if required, with respect to such factual information captured therein.
- (b) Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations or as required by BSE, NSE, SEBI or any other statutory / regulatory body and in accordance with the terms of this Agreement, to discharge its responsibilities as the Monitoring Agency, including but not limited to, seeking clarifications on the information/ documents/ statements shared by the Company, seeking additional documents/ certifications, to enable it to effectively discharge its responsibilities as a Monitoring Agency.
- (c) Reviewing of the information/ documents/ statements received from the Company with regard to the use of the Issue Proceeds including the status of implementation of the activities proposed to be funded out of the Issue Proceeds as stated in the Offer Documents.
- (d) The Monitoring Agency agrees to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, with respect to the Company.



Client Signature _____

CRISIL Ratings Signature Pattan

Version 2022.01.01

Page 3 of 15

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Ratings

3. RIGHTS OF MONITORING AGENCY

3.1 The Monitoring Agency:

- (a) shall be entitled to provide a qualified Report in case of non-cooperation by the Company, non-receipt of the required documents/ information/ statements or in case the information submitted by the Company is inadequate, incomplete, ambiguous or inconsistent or as may be permissible under applicable regulatory guidelines and shall be protected by the Company from any liability in connection therewith.
- (b) it shall not be required to verify the authenticity of such information/ documents/ statements received from statutory auditors, banks and other reliable sources. In addition, it shall have no responsibility to verify the authenticity of any order of a competent body, court or tribunal or any ruling of any arbitrator(s) in proceedings between or concerning the Company and/ or other parties and may rely, in good faith and without any liability, upon the contents thereof.
- (c) will not be required to either verify or comment on the appropriateness of the usage of the Issue Proceeds. The Monitoring Agency's role will be limited to providing its opinion in the format prescribed by SEBI under the SEBI ICDR regulations.
- (d) may rely on and shall be fully protected in acting on, or in refraining from acting in accordance with, any resolution, certificate approved by the company delivered to us on a quarterly basis (an indicative format for which is included in Annexure 1), certificate of auditors approved by the Company delivered to us on a quarterly basis, or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document, as required by CRL from time to time, to fulfil its obligations under this Agreement, believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the proper party or parties.
- (e) may execute any of the powers hereunder or perform any duties hereunder through agents or attorneys provided intimation has been given to the Company for appointment of such agents or attorneys.

3.2 The Monitoring Agency shall not be liable for the use or any application by the Company of the Issue Proceeds it receives pursuant to the Objects of the Offer and the utilization schedule.

3.3 Neither the Monitoring Agency nor any of its directors, officers, agents and employees shall, by reason of anything contained in this Agreement, be deemed to be a trustee for or have any fiduciary relationship with the Company, or any other person.

3.4 The Monitoring Agency may, accept and rely on any notice, correspondence or other document received by it under this Agreement as conclusive evidence of the facts and of the validity of the contents stated in it and as having been duly authorized, executed and delivered to it (including any submission in electronic format). The Monitoring Agency may act in conclusive reliance upon any instrument or signature believed by it, after reasonable inquiry, to be genuine and may assume, acting reasonably, that any person purporting to give receipt, instruction or advice, make any statement, or execute any document in connection with the provisions of this Agreement has been duly authorized to do so.



Client Signature _____
Date: 2022.01.01

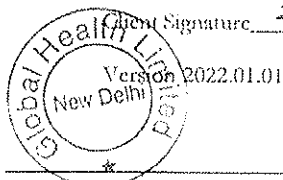
CRISIL Ratings Signature _____

Page 4 of 15

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Ratings

- 3.5 Notwithstanding any other provision of this Agreement to the contrary, the Monitoring Agency is not obliged to do or omit to do anything if it would constitute a breach of any Applicable Laws or SEBI regulations, including SEBI ICDR Regulations and the Monitoring Agency shall not be liable for any failure to carry out any or all of its obligations under this Agreement where performance of any such duty or obligation would be in breach of any Applicable Laws.
- 3.6 It is hereby acknowledged and confirmed by the Company that the Monitoring Agency is neither construed to be nor acting under the capacity or nature of an 'expert' to the extent defined under Section 2(38) of the Companies Act, 2013. It is also clarified and agreed by and between the parties that the Monitoring Agency is issuing the Report solely in the capacity of a Monitoring Agency and that the same shall not be construed to be an opinion of an expert as it relies on certificates, confirmations and representations made by the Company and that of reliable stakeholders such as auditors, banks and others.
- 3.7 The Monitoring Agency is under no duty to ensure that funds withdrawn from the account holding the Issue Proceeds are actually applied for the purpose for which they were withdrawn. The Monitoring Agency shall rely on the information/documents/statements submitted by the Company. The role of the Monitoring Agency is merely to report to SEBI the utilization of funds from such accounts in accordance with documents submitted by the Company and other sources considered reliable by the Monitoring Agency.
- 3.8 The Monitoring Agency does not have the obligation to approve/ disapprove any withdrawals of monies from bank accounts as the same is outside the scope of its responsibilities.
- 3.9 The Monitoring Agency shall not be liable or responsible for obtaining any regulatory or governmental or other approval in connection with or in relation to the transactions contemplated herein and shall not in any manner be obliged to independently validate or assess the veracity of such regulatory or governmental approvals.
- 3.10 The Monitoring Agency shall not be held liable for any loss or damage or failure to perform its obligations hereunder, or for any delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any Force Majeure Event. "Force Majeure Event" means any event including but not limited to an act of God, fire, pandemic, epidemics, natural calamities; riots, civil commotion or unrest, terrorism, war, strikes or lockouts; expropriation or other governmental actions; any changes in applicable law or regulation including changes in market rules, currency restrictions, devaluations or fluctuations; market conditions affecting the execution or settlement of transactions or the value of assets; and breakdown, failure or malfunction of any telecommunication and information technology systems beyond the control of any party which restricts or prohibits the performance of the obligations of such party contemplated by this Agreement.
- 3.11 Subject to clause 2.2 above, the Monitoring Agency shall stand fully discharged of all legal obligations under this Agreement, if acted bona fide and in good faith, in pursuance of the written statements, documents or information (including via email and/or facsimile) provided by the Company. The Monitoring Agency shall act on the receipt of such documents, statements or information, within the time period specified, provided that the instructions are not ambiguous or incomplete.



Client Signature _____

[Handwritten Signature]

CRISIL Ratings Signature _____

[Handwritten Signature]

Ratings

- 3.12 The Monitoring Agency undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and under Applicable Law and no implied covenants or obligations shall be read into this Agreement against the Monitoring Agency.

4. UNDERTAKINGS BY THE COMPANY

4.1 The Company undertakes to:

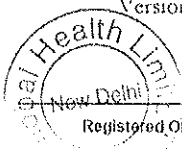
- (a) Comply with all Applicable Laws, regulations, notifications and guidelines as apply to the Company's obtaining, receipt and use of the Report including but not limited to SEBI ICDR Regulations, as may be amended from time to time, which inter alia requires the following:
 - (b) Ensure that the Report is placed before the Board/audit committee of the Board for their comments as per Applicable Laws and incorporate comments of the audit committee in the Report.
 - (c) Within forty-five days from the end of each quarter, publicly disseminate the Report by uploading the same on the Company's website as well as submitting the same to the stock exchange(s) on which its Equity Shares are listed as required under Applicable Laws.
 - (d) Further confirm that if the Company fails to submit the requisite documents as mentioned in this Agreement or as requested in writing by the Monitoring Agency within the timelines as stated in this Agreement or the reasonable timeline stipulated by the Monitoring Agency in writing, then the Monitoring Agency may report such failure to submit the documents on the part of the Company in their Report and separately also to SEBI, as required under Applicable Laws/ regulatory guidance.
 - (e) Company acknowledges that CRL is in no way responsible or liable for any breach and/or non-compliance in regard to Company's breach of the undertakings under this Agreement or applicable law or regulations.
 - (f) Company shall provide CRL with the information that it requires for the purpose of Report, promptly upon receipt of such request and such information shall be timely, complete, accurate, true and not misleading.
 - (g) Company shall arrange for meetings that CRL's representatives from time to time may seek, subject to reasonable prior notice in writing to the Company in this regard (including, those with the Company's management, bankers, statutory auditors, and/or other relevant stakeholders).
 - (h) Company shall co-operate with CRL to enable it to provide the Report.
- 4.2 Company warrants and represents that it has the right to provide CRL with the information and authorizes CRL to provide the Report as per appointment under this Agreement.
- 4.3 Company recognizes that compliance by the Monitoring Agency with the terms of the SEBI ICDR Regulations is dependent upon Company furnishing to the Monitoring Agency, the

Client Signature _____

CRISIL Ratings Signature _____ *Pallavi*

Version 2022.01.01

Page 6 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Ratings

requisite information/documents in connection with the performance of its duties hereunder, as and when required within the reasonable timelines specified by the Monitoring Agency in writing.

- 4.4 CRL and the Company agree that emails will be a valid and acceptable form of communication between both the parties for all notices, intimations, and other correspondences ("Correspondence"). The information submitted by the Company shall be shared by the persons authorized to do so and shall be through Company's email address for all Correspondence, and Company shall be responsible to inform CRL in writing about any changes to its correspondence email address. All Correspondence sent to or received from the email address set out above (or such other email address(es) as notified to either party in writing to the other party from time to time) will be treated as valid and proper notification, intimation, and delivery of such Correspondence to a party.
- 4.5 Company shall inform in writing to the Monitoring Agency within 7 calendar days of the end of each quarter, as to the use of the Issue Proceeds and shall be obliged to furnish requisite documents, papers, and information within 7 days. However, to complete the necessary review of the documents / information and to provide the final Report, the Monitoring Agency shall require a minimum period of 2 (two) weeks from the date of receipt of all requisite documents, papers and information, or such time period as may be mutually agreed.
- 4.6 Company confirms that the Monitoring Agency shall have the right to seek all records, registers and accounts of the Company as may be necessary for the purposes of carrying out its duties in accordance with the provisions hereof subject to a reasonable prior notice to the Company.
- 4.7 Company confirms that it shall provide all necessary assistance that may be required by the Monitoring Agency in connection with the performance of its duties pursuant to the SEBI ICDR Regulations and this Agreement.
- 4.8 Company hereby acknowledges and agrees that the terms of this Agreement are subject to any revision in the applicable law or any communication or instructions issued by SEBI from time to time.
- 4.9 Subject to clause 4.5 above, the Company will arrange for the certificate from the statutory auditor on quarterly basis as to the utilisation of the Offer Proceeds for the purposes, upon receipt of such Certificate, Monitoring Agency will issue the Report as per SEBI ICDR Regulations.

5. REPRESENTATIONS AND WARRANTIES BY THE PARTIES

- 5.1 As of the date of this Agreement, each Party represents and warrants to the other that:
- (a) the Agreement constitutes a valid, legal and binding obligation on it and is enforceable against it in accordance with the terms hereof;
 - (b) the execution, delivery and performance of this Agreement and any other document related hereto by it has been duly authorised and do not and will not contravene any

Client Signature _____

CRISIL Ratings Signature _____

Version 2022.01.01

Page 7 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

CRISIL House, Central Avenue, Hiránandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Ratings

provisions of, or constitute a default under (a) any law, regulation, judgment, decree or order of any governmental authority, (b) its organizational documents, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.

Monitoring Agency further represents and warrants that it shall act with due diligence, care and skill while performing its functions under this Agreement; and it has due authority and valid registration as required under Applicable Laws, including a valid and continuing registration as a credit rating agency from SEBI, to act as the monitoring agency for the Fresh Issue and is not prohibited from acting as a monitoring agency by any judicial, regulatory or administrative body.

6. MONITORING REPORT AND USE OF REPORT

6.1 Subject to receiving the Fees and the required information and material necessary from the Company, CRL will after considering the information and other details (if relevant and available) shall submit the Report within 44 days from the end of each quarter.

6.2 The Company acknowledges and agrees that the Report:

- (a) is not an audit, expert advice, fraud detection or forensic exercise by CRL.
- (b) will be based on information received from the Company and, if relevant, other inputs obtained by CRL from sources it considers reliable. CRL is not bound to independently validate or assess the veracity of any such information. CRL does not guarantee the completeness or accuracy of the information on which the Report is based. CRL shall be entitled to rely on such information in providing the Report.
- (c) is not a recommendation to buy, sell or hold any instrument issued by the Company.
- (d) is prepared by CRL taking a professional view of the relevant information (including information provided by the Company). CRL can offer/ continue to offer any other service/s to the Company in addition to providing the Report. This will not be viewed as conflict of interest at any point of time. CRL or its associates may have other commercial transactions with the Company or with other parties referred to in this Agreement (if any), and the services provided by CRL under this Agreement shall be on a non-exclusive basis.
- (e) may only be used by the Company or by any of its associates / subsidiaries in the manner provided under this Agreement or expressly permitted by applicable law or regulations and subsequent amendments, if any.

6.3 The Report is provided by CRL as an independent third-party opinion based solely on the information provided by the Company and other sources considered reliable by CRL, on the understanding that CRL does not make warranties or representations of any kind and that so far as any third party is concerned these are provided "as they are" and with no warranties or representations. Any person who makes use of the Report takes sole responsibility for the use of the Report and for the decisions it makes using any of them, and CRL accepts no liability towards any such person.

Client Signature _____

CRISIL Ratings Signature _____ *Pallavi*

Version 2022.01.01

Page 8 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

- 6.4 Notwithstanding anything to the contrary set out in this Agreement, CRL reserves the right to provide a qualified Report in case of non-cooperation by the Company, non-receipt of the required documents/ information/ statements or in case the information submitted by the Company is inadequate, incomplete, ambiguous or inconsistent or as may be permissible under applicable regulatory guidelines. CRL reserves the right not to share the Report with the Company if CRL is ordered to do so pursuant to or in order to comply with any order or requirement of any government, statutory, judicial, regulatory, or any other authority under law. Company acknowledges that if any such authority requires CRL to disclose the Report (including Confidential Information), CRL will comply with such requirement.
- 6.5 Nothing in any of CRL's communication or Report is to be construed as CRL providing or intending to provide any services in jurisdictions where CRL does not have the necessary licenses, permissions and/or registration to carry out its business activities. The Company will be responsible for ensuring compliance and the consequences of non-compliance for use of the Reports or part thereof outside India.

7. MONITORING AGENCY FEES

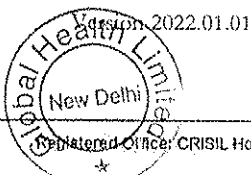
- 7.1 In consideration of CRL acting as the Monitoring Agency, the Company shall pay such Fees as mutually agreed under the Engagement Letter dated September 26, 2022 issued by CRL to the Company ("Engagement Letter"). The Fees does not include applicable indirect taxes (including GST), statutory duties, levies and travel and out-of-pocket expenses that CRL may incur for providing the Report under this Agreement. The Company will, as relevant, pay or reimburse to CRL for these amounts. The Company will pay the Fees immediately upon the execution of this Agreement or on CRL raising invoices for them, whichever is earlier. All payments under this Agreement are non-refundable. The parties agree that the Monitoring Agency shall be paid all dues and reimbursed for all expenses for the period until which it acted as the Monitoring Agency or rendered services.
- 7.2 The GST registration number ("GSTIN") provided by the Company will be used by CRL for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Company's address as mentioned for the purposes of GST will be considered as the consumption location for the services provided by CRL under this Agreement. CRL shall not be liable for loss of credit arising on account of incomplete, erroneous or incorrect details and documents recorded or uploaded by the Company to the GSTIN. The Company shall be responsible and liable for providing its correct GSTIN and CRL will not be responsible for verification of the GSTIN. Where Company fails to furnish its GSTIN, CRL will treat the Company as being unregistered for the purposes of GST. Where CRL issues a credit note to the Company in relation to any invoice, the Company shall adjust and upload the Input Tax Credit on the GSTIN immediately, but no later than by the end of the month in which the credit note is issued by CRL to the Company. If the Company fails to do so, and this results in any liability or losses for CRL, the Company shall be liable to reimburse CRL for any liability and losses so incurred or suffered by CRL including for, without limit, the tax, interest and any penalties thereon.

8. TENURE AND TERMINATION

- 8.1 This Agreement will be in force until the date of provision by CRL of the last Report to the Company after 100% utilization of all the Issue Proceeds as required by the provisions of the

Client Signature _____

CRISIL Ratings Signature _____



Page 9 of 15

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Ratings

Offer Document, terms of the Act, SEBI ICDR Regulations and any other applicable law (*Term*).

8.2 Subject to Applicable Laws, either party may terminate this Agreement only for the following reasons:

- (a) it is ordered to do so by any order or requirement of any government, statutory, judiciary, regulatory or any other authority; or
- (b) if the Offer is not completed within 6 (six) months of signing of this Agreement.

Provided that the Monitoring Agency will inform the Company in writing giving the reason for termination. In case of termination under sub-clause (a) above, the termination shall be effective after 30 days of the notice or due date of publication of next Monitoring Agency Report, whichever is later unless otherwise required by the order. A copy of the termination notice shall be sent to SEBI and Stock Exchanges by the party initiating the termination, if required under Applicable Laws/ regulatory requirement or guidance. CRL shall promptly display on its website information about termination of its formal agreement with the Company.

9. CONFIDENTIALITY

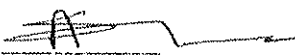
9.1 Save and except for the purpose of delivering the Report, all information supplied by the Company to CRL for the purpose of this Agreement, which is non-public in nature, shall not be disclosed by CRL to any third party, except where such disclosure is required by SEBI, Stock Exchanges or any other regulatory, judicial, or statutory authority. This clause shall not preclude the credit ratings activity utilising the insights gained from the monitoring agency activity in general and post publication of Monitoring Agency report, utilising the information received from the Company in specific, for forming credit opinions. CRL may share the information (including but not limited to confidential information) with its employees, third-party service providers including consultants, advisors, experts, software services providers, subcontractors or its affiliates strictly on a need- to-know basis for the purpose of performing its obligations under this Agreement and Applicable Laws.

9.2 Except as may be required by any judicial, regulatory, or any other authority under Applicable Law, the Parties agree and acknowledge that the contents of this Agreement are confidential in nature and shall not be disclosed to any third party or published in any manner.

10. UNPUBLISHED PRICE SENSITIVE INFORMATION

In case the Company is sharing any Unpublished Price Sensitive Information (UPSI) with CRL, which will materially affect the price of the securities of the Company, the Company shall be required to share additional details as may be requested by CRL to comply with applicable regulations, in such manner as may be informed, for recording in the Structured Digital Database (SDD) of CRL. Company agrees to keep CRL informed of the details of UPSI if it records CRL as a recipient of such UPSI in its SDD.

11. LIMITATION OF LIABILITY

Client Signature 

CRISIL Ratings Signature 



The Monitoring Agency shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including without limitation, damage for loss of profits, business interruption, loss of goodwill, loss of data or alteration thereof, in relation to or arising out of this Agreement.

12. INDEMNIFICATION

Notwithstanding anything to the contrary mentioned in this Agreement, Company undertakes and agrees to indemnify, defend and hold harmless CRL (and its directors, officers and employees) for all costs, damages, expenses and losses including but not limited to attorney's or consultant's fees that CRL may incur or suffer by reason of providing the Report and permitting the Company to use it for the purpose set out under the Agreement, including as a result of any false, inaccurate or misleading information of any nature, provided by Company to CRL, on which CRL may have relied in any manner while acting in its capacity as Monitoring Agency.

It is hereby clarified that neither Party shall be liable to other for any indirect, incidental, consequential, special, exemplary, damages arising out of or in connection with this Agreement even if the other Party has been advised of the possibility of such damage.

13. ASSIGNMENT

The rights and obligations of CRL under this Agreement may be assigned, with prior intimation to the Company, to its subsidiaries or affiliates or another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities and/or business or assets of CRL without the consent of Company.

14. ECONOMIC AND TRADE SANCTIONS

As of the date of this Agreement, (a) neither the Company nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) neither the Company is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of the Company's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Company is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Company. For so long as this Agreement is in effect, the Company will promptly notify CRL if any of these circumstances change. If CRL reasonably determines that it can no longer provide the services to the Company in accordance with applicable law, then CRL may terminate this Agreement, or any particular services, immediately upon written notice to the Company.

15. NOTICES

Any notice, demand, communication, or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing in the English language. Such Notice shall be delivered by hand, airmail (postage prepaid), recognized overnight courier service, email,

Client Signature _____

CRISIL Ratings Signature _____

Pallavi

Version 2022.01.01

Page 11 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

*

Ratings

facsimile or registered post to the party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by fifteen (15) Business Days' written Notice to the Party giving such Notice, and shall be deemed to have been duly given or made when delivered as aforesaid.

For the Company:

GLOBAL HEALTH LIMITED
Medanta – Mediclinic
E-18, Defence Colony
New Delhi, Delhi 110 024
India
Attention: Rahul Ranjan
E-mail: compliance@medanta.org
Contact No.: 01144114411

cc

Medanta – The Medicity
Sector – 38
Gurgaon, Haryana 122 001
India
Attention: Rahul Ranjan
E-mail: compliance@medanta.org
Contact No.: 0124-414141

For the Monitoring Agency:

CRISIL Ratings Limited
CRISIL House, Central Avenue,
Hiranandani Business Park
Powai, Mumbai, 400 076,
Maharashtra, India

Contact Person: Deepak Chugh
Tel: 9873113366
Email: deepak.chugh@crisil.com

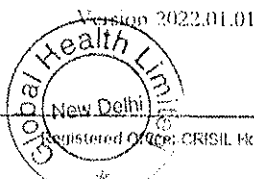
Copy to: Pradyumna Vengurlekar, Director, Corporate Legal
Email: pradyumna.vengurlekar@crisil.com

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The parties to this Agreement hereby agree that for the purpose of this Agreement, if any dispute arises with respect to and/or in connection with the Report and/or the terms and conditions and/or interpretation of this Agreement, the courts of Mumbai alone shall have jurisdiction in the matter.

Client Signature: _____

CRISIL Ratings Signature: _____ *Pattan*



Ratings

17. SURVIVAL

All terms that by their nature should survive the termination or expiration of the agreement shall survive including any right which a party may have under the Applicable Laws and regulations.

Please return to us the enclosed duplicate of this letter duly signed by you as a token of your acceptance, along with your payment of the amounts under this Agreement and the requested Information.

Confirmed, agreed and accepted:

For and on behalf of CRISIL Ratings Limited For and on behalf of

Pallavi

Name: Pallavi Mitra

Designation: Regional Manager-
Business Development

Date: October 22, 2022

Company PAN No.: AAICC2108G

Company TAN No.: _____

Name: [Signature]

Designation: VP Finance

Date: 22nd Oct '2022

Company PAN No.: AACCG2681C

Company TAN No.: _____

Client Signature [Signature]

CRISIL Ratings Signature Pallavi

Version: 2022.01.01

Page 13 of 15



CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

**ANNEXURE-1
FORMAT OF DECLARATION FROM THE COMPANY**

Date:

To:
CRISIL Ratings Limited
CRISIL House, Hiranandani Business Park,
Powai, Mumbai – 400 076

Sub:

Dear Sir,

This is with respect to the initial public offering by Global Health Limited ("The Company") vide its Offer Documents dated [●] and utilisation of the Issue Proceeds as per the Objects of the Offer given in the said Offer Documents. The Company and CRISIL Ratings Limited have entered into a Monitoring Agency Agreement dated [●].

With respect to the Fresh Issue and the proceeds raised in the Fresh Issue, we hereby undertake and declare as follows:

1. The total amount collected / raised through the Fresh Issue and received by the Company (net of Offer for Sale by existing shareholders) is Rs ("Amount");
2. Of the amount received (as mentioned in point 1 above), the Company has during the quarter ended utilised Rs. in line with the Objects detailed in the Offer Document. The remaining amount is maintained in account and details of instrument where it is invested is further detailed in Annexure attached hereto and shall be subsequently utilised in accordance with the Objects mentioned in the Offer Document. The complete details of the end use of the Amount along with the Bank Statements supporting such utilisation is attached to this declaration as "Annexure-[●]";
3. We confirm that with respect to the utilisation of Issue Proceeds, there has been no deviation from the Objects stated in the Offer Document and that the utilisations are in compliance with the Offer Document and Applicable Laws; and
4. We have performed necessary checks/ audits to ensure the accuracy of the figures /details mentioned in Annexure -[●] and confirm the same to be true and correct in all respects.

The undersigned affirms that the data, facts and statements made above and in the attached annexure are true, accurate and complete. The undersigned is affirming the genuineness of the facts and compliance with utilization of proceeds and is fully cognizant of the liabilities that would arise pursuant to relevant provisions of the Companies Act, 2013 and other applicable laws in the event of any such data, fact or statement being found to be false or misleading in any manner.

Client Signature _____



CRISIL Ratings Signature _____



Ratings

Authorized Signatory 1

Authorized Signatory 2

Name: _____

Name: _____

Designation: _____

Designation: _____


Date: _____

Date: _____

Client Signature _____



CRISIL Ratings Signature _____



Issue: 2022.01.01

Page 15 of 15

CRISIL Ratings Limited
(A subsidiary of CRISIL Limited)
Corporate Identity Number: U67100MH2019PLC326247

Registered Office: CRISIL House, Central Avenue, Hiranandani Business Park, Powai, Mumbai - 400076. Phone: +91 22 3342 3000 | Fax: +91 22 3342 3001
www.crisil.com/ratings

Certified True Copy



