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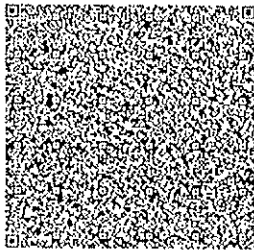
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL30664099311443N
Certificate Issued Date	: 20-Jul-2015 12:28 PM
Account Reference	: IMPACC (SH)/ dlshimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1758753886563714N
Purchased by	: RJ CORP. LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GLOBAL HELTH PRIVATE LIMITED
Second Party	: RJ CORP. LIMITED
Stamp Duty Paid By	: RJ CORP. LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

THIS STAMP PAPER FORMS AN INTEGRAL
PART OF THE UNDERTAKING DATED
OCTOBER 5' 2015



Plaus...

Certified True Copy



Statutory Alerts:

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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.

UNDERTAKING

THIS UNDERTAKING (the "Undertaking") is made on the 5th day of October, 2015 at New Delhi, by:

GLOBAL HEALTH PRIVATE LIMITED, a company incorporated in India under the (Indian) Companies Act, 1956 and whose registered office is at E-18, Defence Colony, New Delhi - 110024 (the "Operating Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns);

IN FAVOUR OF:

RJ CORP LIMITED, a company incorporated in India under the (Indian) Companies Act, 1956 and whose registered office is at F-2/7, Okhla Industrial Area, Phase-I, New Delhi 110 020, Delhi, India ("Purchaser" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors in interest, nominees and permitted assigns).

The Operating Company and the Purchaser are hereinafter collectively referred to as "Parties" and individually referred to as a "Party".

1. The provisions of Schedule I hereto shall apply to this Undertaking.
2. This Undertaking is being provided by the Operating Company in favour of the Purchaser pursuant to a specific request made by Seller (*defined below*), NT (*defined below*) and the Company (*defined below*) under an Investment Agreement dated 28th July, 2015 as amended and supplemented vide Amendment Cum Supplemental Letter dated October 5, 2015 ("Investment Agreement") executed *inter alia* amongst Dr. Naresh Trehan ("NT"), the Purchaser, Dr. Naresh Trehan & Associates Health Services Private Limited ("Company") and Mr. Sunil Sachdeva ("Seller").
3. This Undertaking hereby is being provided with respect to the revised understanding between the parties to the Investment Agreement as recorded under the Amendment Cum Supplemental Letter dated and accordingly supersedes the earlier undertaking dated July 28, 2015 issued by the Operating Company in favor of the Purchaser.
4. Accordingly, the Operating Company is executing this Undertaking in favour of the Purchaser, who is accepting the same hereunder, which shall be co-terminus with the Investment Agreement.

5. UNDERTAKING OF THE OPERATING COMPANY

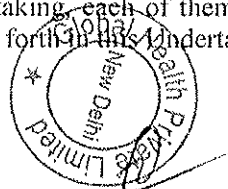
- 5.1. The Operating Company hereby agrees and undertakes to the Purchaser, that the Purchaser shall have the right to nominate one nominee director on the board of the directors of the Operating Company.
- 5.2. The Operating Company hereby agrees and undertakes to the Purchaser that the articles of association of the Operating Company shall be amended to the satisfaction of the Purchaser to incorporate the rights and obligations of the Purchaser under this Clause 5, pursuant to the terms hereof which amendment would come into effect upon the date agreed between the Seller, NT and the Company ("Completion Date").
- 5.3. The Operating Company hereby agrees and undertakes to the Purchaser that on the Completion Date:



- (a) A meeting of the Board of the Operating Company shall be held and the requisite resolutions shall be passed by the Board of the Operating Company approving the following:
- (i) appointment of one (1) director nominated by the Purchaser on the board of directors of the Operating Company;
 - (ii) amendment of the restated articles of association of the Operating Company subject to the approval by the shareholders of the Operating Company through a special resolution; and
 - (iii) convening on a shorter notice an extraordinary general meeting of the Operating Company to approve the restated articles of association of the Operating Company.
- (b) A shareholders meeting of the Operating Company shall be convened at shorter notice at which shareholder meeting, the restated articles of association of the Operating Company in the form approved in writing by the Purchaser shall be adopted by the shareholders of the Operating Company.
- (c) The Operating Company shall deliver the following documents to the Purchaser:
- (i) a certified true copy of Form DIR-12 of the Companies (Appointment and Qualification of Directors) Rules, 2014 duly filed with the RoC along with receipts of filing, in respect of appointment of the director to the Board of the Operating Company nominated for appointment by the Purchaser; and
 - (ii) certified true copy of Form MGT-14 of the Companies (Management and Administration) Rules, 2014 duly filed with the RoC along with receipts of filing, in respect of the revised articles of association of the Operating Company.
- 5.4. The Operating Company hereby agrees and undertakes that it shall provide all rights/information listed under Articles 43(i), 125 D and 126 of the Articles of Association of the Operating Company to the Purchaser.
- 5.5. The Purchaser hereby undertakes that prior to the Operating Company conducting an initial public offer as per clause 5.6 below, the Purchaser shall not sell the shares held by it in the Operating Company to a Competitor.
- 5.6. The Operating Company hereby agrees and undertakes to the Purchaser that, it shall undertake reasonable efforts to undertake an initial public offering in terms of article 127 A of the articles of association of the Operating Company ("IPO").
- 5.7. The Operating Company hereby further agrees that the Purchaser shall have a right (and not an obligation) to sell its shareholding in the Operating Company on a pro rata basis or sell such additional shares as may be possible if the existing shareholders do not sell their shareholding to the entire IPO limits available to them, at the time of an IPO conducted by the Operating Company. Further the Operating Company hereby undertakes that it shall suitably amend the Duneam Shareholders Agreement (as defined in the articles of association of the Operating Company) and the Anant SHA (as defined in the articles of association of the Operating Company), to extend the right granted under this clause 5.7 to Duneam (as defined in the articles of association of the Operating Company) and the Investor (as defined in the articles of association of the Operating Company) respectively within 15 days of the Completion Date or such other date as may be decided between the Operating Company and the said investors.



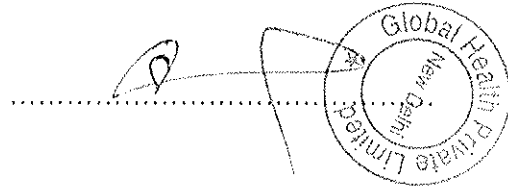
- 5.8. Further, for the sake of clarity and subject to applicable laws, it is hereby agreed to between the Parties, that the Purchaser shall not be referred to or otherwise considered a "promoter" of the Operating Company in connection with the IPO or any documents filed in connection therewith. Accordingly and subject to applicable laws, the Purchaser shall not give any representation, warranty or indemnity whatsoever in connection with the initial public offering, other than with respect to the clear title of its shares and other matters which are customarily expected from selling shareholders in an IPO.
- 5.9. Tag along rights:
- 5.9.1. The Operating Company hereby agrees and acknowledges that, after the date on which the Purchaser holds shares in the Operating Company pursuant to a merger (as applicable) between the Company and the Operating Company, in the event the Seller and/or NT proposes to transfer legal title to and beneficial interest of its shares in the Operating Company to a third party (which third party shall exclude the existing shareholders of the Operating Company, being Anant Investments and Dunearn Investments (Mauritius) PTE Ltd), Seller and/or NT (as applicable) shall deliver a written notice to the Purchaser ("**Tag Along Notice**") specifying the number of shares intended to be transferred ("**Tag Along Sale Shares**") and the price at which they intend to transfer such Tag Along Sale Shares ("**Tag Along Price**").
- 5.9.2. The Purchaser shall have the right to elect to participate in the sale of the Tag Along Sale Shares and in the event that the Purchaser wishes to participate in the sale of such Tag Along Sale Shares, it shall, within a period of thirty (30) days ("**Tag Along Period**") from the receipt of the Tag Along Notice, deliver a notice ("**Tag Along Acceptance Notice**") to the Seller, NT and/or the Operating Company (as applicable) expressing such desire to transfer its proportionate shareholding in the Operating Company ("**Tag Along Shares**"), at the Tag Along Price and on the same terms and conditions as set out in Tag Along Notice.
- 5.9.3. If the Purchaser fails to deliver the Tag Along Acceptance Notice to the Seller, NT or the Operating Company prior to expiry of the Tag Along Period, the Purchaser shall be deemed to have elected to waive the rights afforded to them under this Clause 5.9.3 and the Shareholders shall be free to transfer the Tag Along Sale Shares to such third party transferee. If such transfer of the Tag Along Shares to such third party transferee does not occur within 90 (ninety) days after the expiry of the Tag Along Period, the Tag Along Shares shall again be subject to the restrictions on transfer contained in this Clause 5.9.
6. The rights and obligations granted to the Purchaser under this Undertaking shall subsist for so long as the Purchaser in accordance with the terms of the Investment Agreement holds at least 4% (four percent) of the share capital of Operating Company and shall extinguish thereafter.
7. Any disputes arising under this Undertaking shall be settled by binding arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, by a sole arbitrator to be appointed jointly by the Parties.
8. This Undertaking contains the whole agreement and understanding between the Operating Company and the Purchaser with regard to the matters dealt with in this Undertaking and supersedes any prior agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Undertaking. The Parties expressly acknowledge that, in relation to the subject-matter of this Undertaking, each of them assumes no obligations of any kind whatsoever other than as expressly set forth in this Undertaking.



IN WITNESS WHEREOF, the Parties have entered into this Undertaking the day and year first above written.

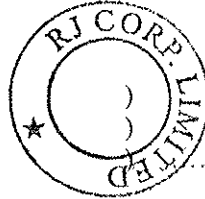
SIGNED for and on behalf of
GLOBAL HEALTH PRIVATE LIMITED

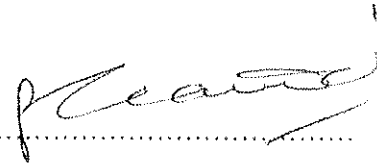
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A handwritten signature is written over a horizontal dotted line. To the right of the signature is a circular stamp with the text "Global Health Private Limited" around the perimeter and "New Delhi" in the center.

ACCEPTED BY:

SIGNED for and on behalf of
RJ CORP LIMITED

A circular stamp with the text "RJ CORP LIMITED" around the perimeter and a star symbol on the left side.

A handwritten signature is written over a horizontal dotted line.

Annexure I

In this Undertaking:

1.1.1. The following words and expressions, where capitalized, shall have the following meanings:

“**Board**” means the board of directors of the Operating Company as constituted from time to time.

“**Competitor**” shall have the meaning ascribed to the term in the articles of association of the Operating Company

1.1.2. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done under this Undertaking, shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day. The expression “**Business Day**” means a day (other than a Saturday or Sunday or a Public Holiday) when commercial banks are open for ordinary banking business in New Delhi, India;

1.1.3. Any reference to Law shall be deemed to include a reference to such Law as is re-enacted, modified or amended from time to time and a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision;

1.1.4. A reference to a document is a reference to that document as from time to time validly amended, supplemented, assigned, novated or varied;

1.1.5. The descriptive headings used in this Undertaking are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Undertaking;

1.1.6. Reference to a recital, paragraph, clause, schedule or annexure is a reference to a recital, paragraph, clause, article, schedule or annexure of this Undertaking, unless the context provides otherwise. The recitals, schedules or annexures form part of this Undertaking;

1.1.7. Unless the context otherwise requires, (i) words importing the masculine gender shall also include the feminine gender and *vice-versa*; and (ii) the use of the singular shall include the plural and *vice-versa*;

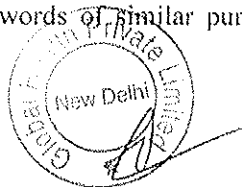
1.1.8. Unless otherwise specifically stated, the words 'include', 'includes', 'including', 'example', 'eg' or similar words are used to indicate that the matters listed are not a complete list of all matters covered;

1.1.9. A provision of this Undertaking must not be interpreted against any Party solely on the ground that the Party was responsible for the preparation of this Undertaking or that provision;

1.1.10. If a word is defined, another part of speech has a corresponding meaning;

1.1.11. A reference to 'Rupees' or 'INR' is to the lawful currency of India;

1.1.12. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to this Undertaking as a whole; and



1.1.13. Terms not defined in Clause 1.1.1 herein but defined in the body of the Undertaking shall bear the meaning given to in the body of the Undertaking.



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