



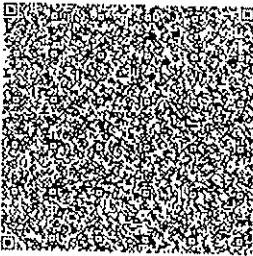
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL81974101919995P
Certificate Issued Date	: 13-May-2017 11:15 AM
Account Reference	: IMPACC (IV)/ dl760703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76070364632879252360P
Purchased by	: DR NARESH TREHAN
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DR NARESH TREHAN
Second Party	: SUNIL SACHDEVA
Stamp Duty Paid By	: DR NARESH TREHAN
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line.....

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AGREEMENT BETWEEN DR. NARESH TREHAN AND MR. SUNIL SACHDEVA DATED 13 MAY 2017.

(Handwritten signatures)



Certified True Copy

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

THIS AGREEMENT is made on 13 May 2017:

BETWEEN:

- (1) **DR. NARESH TREHAN**, resident of B-4, Maharani Bagh, New Delhi – 110 065 (hereinafter referred to as “**NT**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his respective heirs, administrators, trustees, executors, successors and permitted assigns) of the **FIRST PART**; and
- (2) **SUNIL SACHDEVA**, resident of 952/4, Urban Estate, Gurgaon, Haryana 122001 (hereinafter referred to as “**SS**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his respective heirs, administrators, trustees, executors, successors and permitted assigns) of the **SECOND PART**.

NT and SS are hereinafter collectively referred to as the “**Parties**” and individually referred to as a “**Party**”.

WHEREAS:

- (A) The Parties have, in consideration for the mutual rights and obligations set out herein, agreed to enter into this Agreement for the purposes of recording the mutual understanding between the Parties in relation to the voting rights to be received by SS in the Company.

NOW THEREFORE, in consideration of mutual promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“**Articles**” mean the articles of association of the Company, as amended from time to time;

“**Board**” means the board of directors of the Company;

“**Business Day**” means a day (other than Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in New Delhi, India;

“**Company**” means Global Health Private Limited, a private limited company, incorporated under the laws of India, with its registered office at E-18, Defence Colony, New Delhi – 110 024;

“**Dispute**” has the meaning given to it in Clause 14.2 (*Governing Law and Dispute Resolution*);

“**Effective Date**” means either the date on which the scheme of merger and



amalgamation of NTAH into and with the Company comes into effect in accordance with its terms or the date on which the dissolution of NTAH comes into effect;

"Equity Shares" means equity shares in the issued, subscribed and paid up equity share capital of the Company having a face value of Rs. 10 (ten rupees) each and all other (if any) shares or stock in the capital of the Company resulting from any subdivision, consolidation or reclassification of shares in the equity share capital of the Company or upon conversion, exercise or exchange of any share equivalents, and **"Equity Share"** shall be construed accordingly;

"Investors" means: (a) Anant Investments, having its registered office at 9th Floor, Orange Tower, Cybercity, Ebene, Mauritius; and (b) Dunearn Investments (Mauritius) Pte Ltd, a company incorporated and existing under the laws of Mauritius, and having its registered office at Les Cascades, Edith Cavell Street, Port Louis, Mauritius;

"Notice" has the meaning given to it in Clause 12.1 (*Notices*);

"Party" means a party to this Agreement, and **"Parties"** shall mean the parties to this Agreement;

"Personal Interest" means any resolution proposed at a shareholders meeting which if passed will result in SS' voting rights and dividend rights on the SS Shares being inferior to the Equity Shares;

"Rules" has the meaning given to it in Clause 14.2 (*Governing Law and Dispute Resolution*);

"SS Shares" means 68,68,000 Equity Shares of the Company on a fully diluted basis, to be issued by the Company to SS pursuant to the scheme of amalgamation of Dr. Naresh Trehan & Associates Health Services Private Limited with the Company, upon effectiveness of the aforementioned scheme of amalgamation or upon the dissolution of Dr. Naresh Trehan & Associates Health Services Private Limited and shall also include any other Equity Shares which SS may acquire on or after the Effective Date;

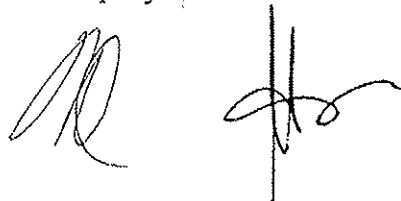
"Third Party" means any Person other than a Party to this Agreement; and

"Transfer" means any direct or indirect disposal, exchange or sale of Equity Shares or securities or voting or any other interest therein and includes (a) any direct or indirect transfer, exchange or other disposition of such Equity Shares or securities or voting or any other interest therein; (b) any direct or indirect sale, assignment, gift, donation, redemption, conversion or other disposition of such Equity Shares or voting or any other interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership (partly or entirely) of such Equity Shares or securities or voting or any other interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value; and (c) the granting of any interest, lien, pledge, mortgage, encumbrance, hypothecation or charge in or extending to or attaching to any Equity Shares.

- 1.2 Any reference to “writing” or “written” means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail).
- 1.3 References to “include” or “including” are to be construed without limitation.
- 1.4 References to a “company” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.5 The table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.7 References to Clauses, Paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement.
- 1.8 References to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and includes any subordinate legislation made under the relevant statute or statutory provision.
- 1.9 Any approval and/or consent to be granted by a Party under this Agreement shall be deemed to mean an approval and/or consent in writing.
- 1.10 Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.


2. SS OBLIGATIONS

- 2.1 SS shall exercise the voting rights on the SS Shares at a general meeting of the shareholders of the Company to vote in the manner directed by NT or shall provide NT with a proxy to exercise his voting rights in relation to the SS Shares. Nothing in this Agreement shall be construed to mean that SS shall be required to vote in a manner that violates his Personal Interest.
- 2.2 SS shall exercise his votes at a board meeting to support the management by NT of the Company. In the event that NT is interested in a resolution and is required to recuse from participation in such resolution, SS shall also recuse himself from participation in such resolution. Nothing in this Agreement shall be construed to mean that SS shall be required to vote as a director on the Board in a manner that violates his fiduciary duties as a director.
- 2.3 Subject to Clause 4.2, as long as SS has not breached the covenants set out in the Clauses 2.1 and 2.2, he shall have the right to be nominated for appointment to the Board. In the event SS breaches the covenants set out at either Clause 2.1 or Clause 2.2, he shall be liable to be removed as a director and shall not be liable for reappointment as a director on the Board of the Company.



2.4 In the event that: (i) SS wishes to Transfer legal title to and beneficial interest of the SS Shares to a Third Party in accordance with the provisions of this Agreement; and (ii) SS has received a genuine bona fide offer from a Third Party, the Transfer will be subject to the following provisions:

- (a) prior to the proposed Transfer of any SS Shares, SS shall give notice (the "**ROFR Offer Notice**") to NT and the Investors specifying: (1) the identity of the Third Party which has made an offer to SS to buy the SS Shares, (2) the number of SS Shares intended to be Transferred (the "**ROFR Shares**"), (3) the cash price per ROFR Share offered by the Third Party (the "**ROFR Offer Price**"), and (4) such other terms and conditions as are relevant in relation to the Transfer of the ROFR Shares. The ROFR Offer Notice shall contain a confirmation that other than the ROFR Offer Price, there is no other consideration offered for the ROFR Shares;
- (b) NT shall have forty (45) days from receipt of the ROFR Offer Notice (the "**ROFR Offer Period**") to issue a notice to purchase the ROFR Shares at the ROFR Offer Price;
- (c) in the event NT issues a notice in writing to SS within the ROFR Offer Period ("**Offer Notice**"), such Offer Notice shall comprise an irrevocable and unconditional offer by NT to purchase the ROFR Shares at the ROFR Offer Price ("**ROFR Entitlement**");
- (d) in the event that NT fails to give an Offer Notice or NT declines the offer before the expiry of the ROFR Offer Period, each of the Investors shall have a further period of seven (7) Business Days from the expiry of the ROFR Offer Period ("**Additional Investor Offer Period**", to issue a notice to purchase the ROFR shares at the ROFR Offer Price. In the event one or both of the Investors have issued a notice in writing to SS within the Additional Investor Offer Period ("**Investor Offer Notice**"), such Investor Offer Notice shall comprise an irrevocable and unconditional offer by such Investor to purchase the ROFR Shares at the ROFR Offer Price as indicated in the Investor Offer Notice. If both the Investors have issued an Investor Offer Notice, the ROFR Shares shall be purchased by them proportionate to their shareholding in the Company. For the purpose of such reckoning, only the shareholding of the Investors shall be considered;
- (e) in the event NT and the Investors have failed to given an Offer Notice or Investor Offer Notice before the expiry of the ROFR Offer period or Additional Investor Offer Period respectively, NT and the Investors shall be deemed to have waived their right to purchase the ROFR Shares and SS may sell the ROFR Shares to the Third Party at the ROFR Offer Price;
- (f) in the event that NT gives an Offer Notice pursuant to Clause 2.4(c) above before the expiry of the ROFR Offer Period or the Investors give an Investor Offer Notice pursuant to Clause 2.4(d) before the expiry of the Additional Investor Offer Period, NT or the Investors shall be bound to purchase the ROFR Shares at the ROFR Offer Price and SS shall be bound to complete the Transfer. The

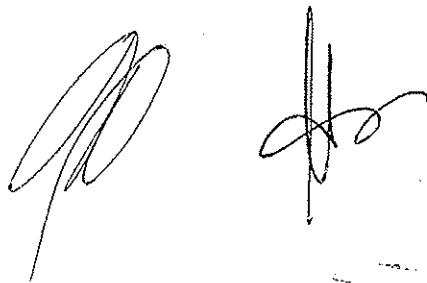


Transfer of the ROFR Shares to NT or the Investors shall be completed within a period of thirty (30) days from the date of delivery of the Offer Notice or Investor Offer Notice, as may be applicable and simultaneous with the purchase of the ROFR Shares a certified true copy of the Third Party offer received by SS will be delivered to NT.

- (g) For the avoidance of doubt, it is clarified that NT shall have the ability to acquire the ROFR Shares either directly or through his nominees or affiliates.
- (h) If a regulatory approval is required from a governmental authority in order for any party to acquire the ROFR Shares, the parties shall cooperate to obtain such approvals. Should approval of a governmental authority be required for the Transfer of the ROFR Shares, the time taken for obtaining such approvals shall be excluded from the time limits or periods set out for the Transfer of the ROFR Shares under this Clause 2.4; and
- (i) any sale of the ROFR Shares by SS to a Third Party in accordance with the provisions of this Clause 2.4 shall be completed within a period of six (6) months from the date of expiry of the Additional Investor Offer Period and, in case of failure to do so, SS shall be required to offer the ROFR Shares to NT and the Investors again in accordance with this Clause 2.4.

2.5 SS hereby undertakes not to exercise any of the voting rights attaching to the shares in SS' capacity as a registered holder of the SS Shares (including any other shares of the Company which he may acquire after the Effective Date) without NT's prior written consent.

2.6 SS hereby agrees and undertakes, and shall procure that any transferee acquiring any of the Equity Shares held by SS shall be bound by the terms and conditions of the Articles and this Agreement and shall execute a Deed of Adherence to this Agreement in the manner and form set out in Schedule 1, as a precondition to such transfer.



3. **AUTHORITY TO EXECUTE**

3.1 NT and SS represent and warrant to each other that: (a) he has the legal right, authority and power to execute and deliver this Agreement and perform his respective obligations hereunder; (b) this Agreement constitutes his legal, valid and binding obligation, enforceable against him in accordance with its terms; and (c) this Agreement does not conflict with, or result in a breach of, or constitute a default under, any agreement, license, document, instrument or obligation, which is binding upon him and does not result in a violation, or breach of, or default under, any applicable law.

4. **TERM AND TERMINATION**

4.1 This Agreement shall become effective as on the Effective Date save and except Clause 4.2 which shall become effective from the date of this Agreement. The provisions of the voting arrangement set out in Clauses 2.1 shall remain valid and enforceable for a period of three (3) years from the Effective Date.

4.2 From the date of this Agreement, until the earlier of occurrence of an initial public offering of the Equity Shares of the Company, for so long as: (a) SS holds not less than seven per cent. (7%) of the Equity Shares; and (b) SS has complied with and not breached the terms of this Agreement; SS shall have the right to be nominated for appointment to the Board.

4.3 Without prejudice to any claim for any antecedent breach that any Party may have against another Party under this Agreement, this Agreement shall terminate upon the consummation of an initial public offering of the Company.

5. **CONFIDENTIALITY**

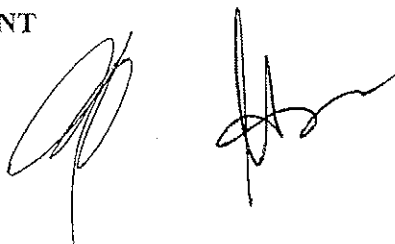
5.1 NT and SS shall keep the terms of this Agreement and any discussions between NT and SS in relation to any matter or transaction contemplated herein confidential and shall not disclose the same without the prior written permission of the other Party, except to the extent required under applicable law.

5.2 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this Clause 5 (*Confidentiality*) and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clauses.

6. **ASSIGNMENT**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto, and each of them, and their respective heirs, executors, administrators and permitted assigns, who shall remain bound by the terms herein.

7. **ENTIRE AGREEMENT**



This Agreement, together with the Articles, constitutes the whole agreement between the Parties in relation to the subject matter hereof and supersedes any previous arrangements or agreements between them relating to the transactions.

8. SEVERANCE AND VALIDITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable efforts to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

9. VARIATIONS

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

10. REMEDIES AND WAIVERS

10.1 No waiver of any right under this Agreement shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

10.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.

10.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

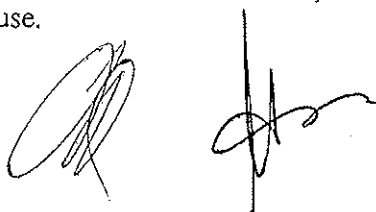
10.4 The rights and remedies provided in this Agreement are cumulative and do not exclude any rights or remedies provided by law.

11. THIRD PARTY RIGHTS

The Parties may amend or vary this Agreement in writing in accordance with its terms without the consent of any other Person.

12. NOTICES

12.1 Any notice or other communication to be given under or in connection with this Agreement ("Notice") shall be in the English language in writing (which, for the purposes of this Clause 12, shall include electronic mail) and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by pre-paid recorded delivery, international courier or electronic mail (to the extent permitted under applicable law) to the address provided in this Clause 12, and marked for the attention of the Person specified in that Clause.



- 12.2 A Notice shall be deemed to have been received:
- (a) at the time of delivery if delivered personally;
 - (b) at the time of transmission if sent by electronic mail (to the extent permitted under applicable law); or
 - (c) five (5) Business Days after the time and date of posting if sent by pre-paid recorded delivery or international courier,

provided that if receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 12 are to local time in the country of the addressee.

- 12.3 The addresses and e mail addresses for service of Notice are:

NT:

Address: B-4, Maharani Bagh, New Delhi 110065
For the attention of: Dr. Naresh Trehan
E mail: Naresh.Trehan@Medanta.org

SS:

Address: 952/4, Urban Estate, Gurgaon, Haryana 122001
For the attention of: Mr. Sunil Sachdeva
E mail: SUNILSACHDEVA333@gmail.com

- 12.4 A Party shall notify the other Parties of any change to its details in this Clause 12 in accordance with the provisions of this Clause 12, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

13. COUNTERPARTS

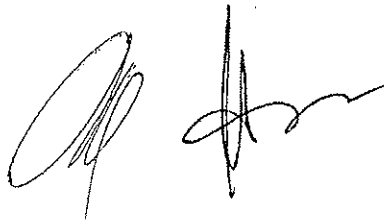
This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing law

This Agreement shall be governed by and construed in accordance with Indian law. NT and SS agree to be subject to the exclusive jurisdiction of the courts in New Delhi.

14.2 Dispute resolution



- (a) Any dispute (“Dispute”) arising out of or in connection with this Agreement shall be settled under the rules of the Arbitration and Conciliation Act, 1996 (the “Rules”) in force at the date of this Agreement, which Rules are deemed to be incorporated by reference to this Clause, by a single arbitrator appointed mutually by NT and SS. The seat and venue of arbitration shall be New Delhi.
- (b) Notwithstanding anything contained in Clause 13.2(a) above, NT and SS shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other from committing any violation of, or enforce this Agreement.
- (c) Each party seeking: (i) interim relief pursuant to Clause 13.2(b), or (ii) to enter or enforce any award, judgment, or order of an arbitral tribunal, may do so in any court having competent jurisdictions including the Courts in New Delhi. Notwithstanding the foregoing, judgment on any award may be entered by any court having jurisdiction thereof over a party or his/her/its assets.

15. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall, or shall be deemed to, constitute a partnership between the Parties nor, unless expressly provided otherwise, constitute any Party as an agent of any other Parties for any purpose.

16. NO STRICT CONSTRUCTION

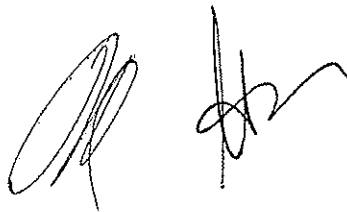
The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

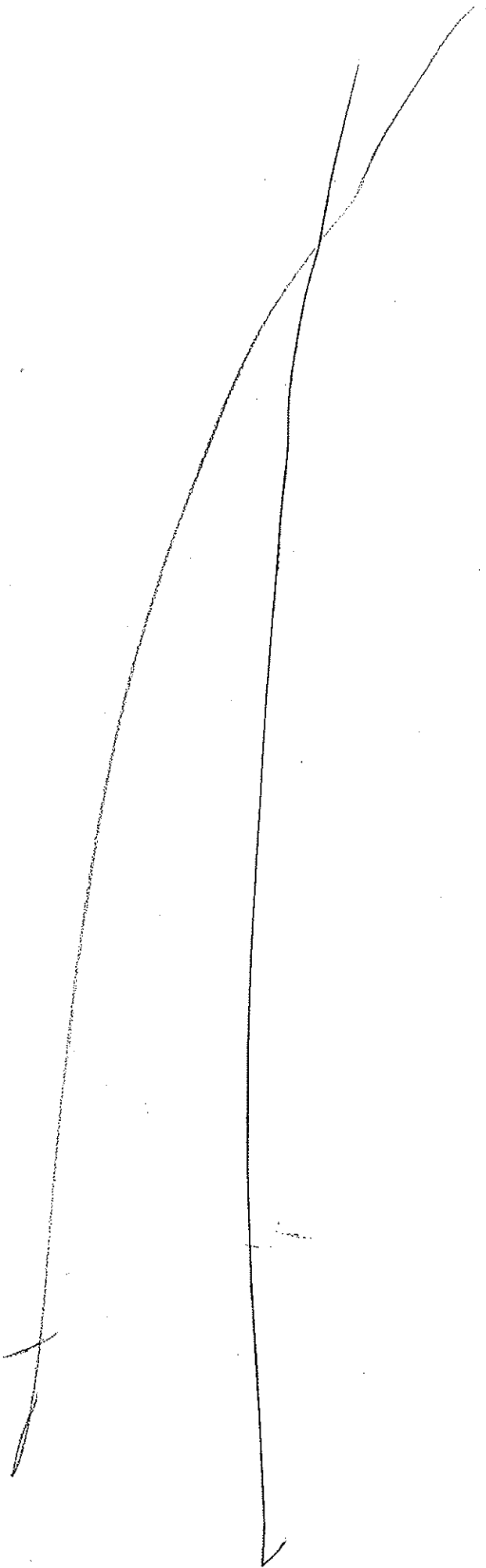
17. STAMP DUTY

Any stamp duty payable in the Republic of India on this Agreement shall borne equally by the Parties.

18. SPECIFIC PERFORMANCE

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under the Agreement, at law or in equity, including without limitation a right for damages.





**Schedule 1
Deed of Adherence**

THIS DEED is made on [•] **BETWEEN:**

1. [Existing parties other than new shareholder]
2. [•] (“New Shareholder”)

WHEREAS:

- (A) The New Shareholder has agreed to acquire the Securities from the Transferor.
- (B) The New Shareholder shall adhere to a voting agreement dated 13 May 2017 and made between the parties named therein (the “**Agreement**”) by which the Parties have agreed provisions relating to the voting rights to be received by the Transferor in the Company.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed (including the Recitals and Schedule hereto), unless the subject or context otherwise requires, words defined in the Agreement shall have the same meanings when used herein.

1.2 Interpretation

The provisions of Clause 1 of the Agreement shall apply to this Deed *mutatis mutandis*.

“**Securities**” means [•];

“**Transferor**” means [•].

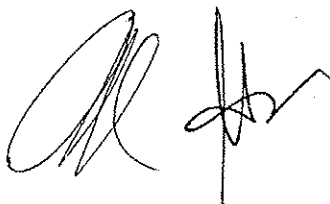
1.3 Headings

Headings shall be ignored in the construction of this Deed.

2. REPRESENTATIONS AND WARRANTIES

The New Shareholder represents and warrants to each of the other parties as follows:

- (a) he has the legal right, authority and power to execute and deliver this Deed and perform his respective obligations hereunder and as set out in the Agreement;
- (b) this Deed and the Agreement constitute his legal, valid and binding obligation, enforceable against him in accordance with their terms; and



(c) this Deed and the Agreement do not conflict with, or result in a breach of, or constitute a default under, any agreement, license, document, instrument or obligation, which is binding upon him and does not result in a violation, or breach of, or default under, any applicable law.

3. UNDERTAKINGS OF THE NEW SHAREHOLDER

3.1 Assumption of Rights and Obligations

The New Shareholder undertakes, to each other party to this Deed that it will, with effect from the time of completion of the Transfer of the Securities to it (the "Transfer Date") assume, perform and comply with each of the obligations, and shall also be entitled to all of the rights, of the selling shareholder, under the Agreement as if it had been a party to the Agreement at the date of execution thereof.

4. NOTICES

The address and facsimile number designated by the New Shareholder for the purposes of Clause 12 (*Notices*) of the Agreement are:

Address: [•]

Fax: [•]

For the attention of:

5. ASSIGNMENT AND TRANSFER

The parties hereto hereby acknowledge and agree that, save as provided in the Agreement, no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of the other parties.

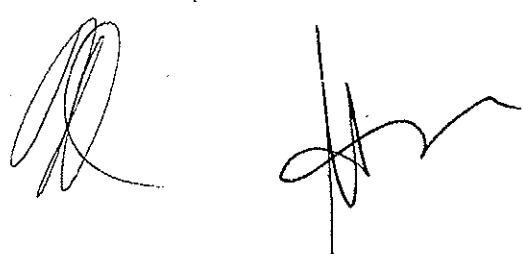
7. GENERAL PROVISIONS

The provisions of Clauses 12 (*Notice*) and 14 (*Governing Law and Dispute Resolution*) of the Agreement shall apply *mutatis mutandis* to this Deed as if expressly set out herein.

IN WITNESS whereof this Deed has been entered into, the day and year first before written.

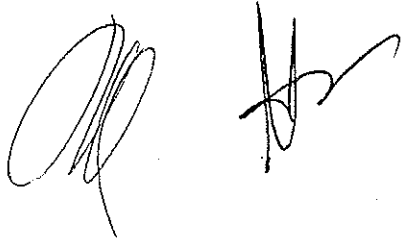
Signed by _____)
a duly authorised representative of _____)

Signature _____)



Signed by
a duly authorised representative of

Signature

Two handwritten signatures in black ink. The first signature on the left is a cursive, somewhat circular scribble. The second signature on the right is more linear and appears to be a stylized 'H' or similar character.

IN WITNESS WHEREOF each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

SIGNED for and on behalf of
NARESH TREHAN

)
)
)
)
.....
(Authorised Signatory)

SIGNED for and on behalf of
SUNIL SACHDEVA

)
)
)
)
.....
(Authorised Signatory)

Certified True Copy



