

**BG Lender** shall mean, the Lenders issuing a BG under the provisions of this Agreement;

**BG Value** with respect to any outstanding BG shall mean, at any time, the aggregate of the amount of that BG for which the BG Lender can be called upon by the Beneficiary to make payments under the BG;

**Beneficiary** shall mean, as the context may require, the Persons in whose favour an LC or a Bank Guarantee is issued and any other Person that is a transferee or assignee of the Letter(s) of Credit or Bank Guarantee(s);

**BG Commission** shall mean the commission payable to the BG Lenders by the Borrower in accordance with the terms of Section 6A.8 of this Agreement;

**BG Commission Rate** shall mean the rate of BG Commission as set forth in Schedule 9 of this Agreement or as may be agreed between the BG Lenders and the Borrower in writing prior to any issuance of the BG;

**BG Commission Payment Date** shall have the meaning given to such term in Schedule 9 of the Agreement;









**BG Facility** shall mean a non-fund based bank guarantee facility of up to Rs.2,500,000,000 (Rupees Two Billion Five Hundred Million), which shall be a sub-limit of the Facility;

**Board** shall mean the Board of Directors of the Borrower;

**Business Day** shall mean a day, other than Sunday and other public holidays, when banks are open for normal banking business in New Delhi;

**Business Plan** shall mean the business plan reviewed and revised by the Lender's Hospital Consultant, including the Construction Budget

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| <br>Global Health<br>Private Limited as<br>Borrower | <br>Yes Bank Limited<br>as Facility Agent | <br>IDBI Trusteeship<br>Services Limited as<br>Security Trustee | <br>Yes Bank Limited<br>as Lender           |
| <br>Allahabad Bank as<br>Lender                     | <br>Punjab & Sind<br>Bank as Lender       | <br>Dena Bank as<br>Lender                                      | <br>State Bank of<br>Hyderabad as<br>Lender |






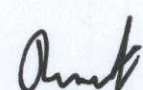


submitted to the Facility Agent, and mutually agreed between the Borrower and the Facility Agent and as set out in Schedule 1 and which will form the basis for the purpose of budgeting and monitoring during the term of the Facility, and includes any amendments thereto, with prior approval of the Lenders, provided that any amendments to the Business Plan involving changes up to (+) (-) 25 percent in the budgeted capital expenditure and operating expenses in a Fiscal Year shall not require approval of the Lenders;

**Cash Margin** shall mean the cash deposit, in the form of interest bearing fixed deposits placed and/or to be placed by the Borrower with the Lenders prior to the issuance of any LC or BG, as the case may be, representing an amount of 10% (ten percent), or any other percentage, as may be required under this Agreement or as may be mutually agreed between the Borrower and the Lenders, of the LC Value of Letter(s) of Credit and BG Value of the Bank Guarantee(s), as the case may be;

**Claimed Amount** shall mean a claim of monies presented by the Beneficiary or a confirming bank, if any, under the Letter(s) of Credit or the Bank Guarantee(s) to the Lenders and such claim has been found by the respective Lender, at its sole discretion, to be valid and accompanied by non-discrepant documents as specified under the LC or the BG, as the case may be, or the discrepancies have been resolved to such Lender's satisfaction;

**Clearances** shall mean any consent, license, approval, registration, permit or other authorisation of any nature which is required to be granted by any statutory or regulatory authority (i) for the incorporation of the Borrower and fulfilling under the Transaction Documents its obligations, the making by it of the payments contemplated by the Transaction Documents, (ii) for the enforceability of any Transaction Documents and the making of any payments contemplated there under, (iii) for the construction, operation, development and maintenance of the Project, and (iv) for all such other matters as may be necessary in connection with the Project or the performance of any Person's obligations under any Transaction Document;

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| <br>Global Health Private Limited as Borrower | <br>Yes Bank Limited as Facility Agent | <br>IDBI Trusteeship Services Limited as Security Trustee | <br>Yes Bank Limited as Lender        |
| Allahabad Bank as Lender<br>                  | <br>Punjab & Sind Bank as Lender       | <br>Dena Bank as Lender                                   | <br>State Bank of Hyderabad as Lender |



**COD** shall mean the date on which 1250 beds are operational and all services and infrastructure required in respect of the above are in place and fully operational to the reasonable satisfaction of the Lenders or March 31, 2013, whichever is later;

**Commitment(s)** shall mean, to the extent not suspended or cancelled or reduced pursuant to the terms of this Agreement, the commitment of each of the Lenders to make available the following:

- (i) the Rupee Commitment;
- (ii) the LC Commitment; and/or
- (iii) the BG Commitment

for the avoidance of doubt, it is hereby clarified that the LC Commitment and the BG Commitment shall be a sub-limit of the Rupee Commitment;


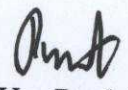

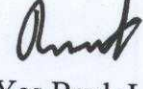




**Companies Act** shall mean the Companies Act, 1956 (1 of 1956) of India;

**Confirmation Certificate** shall mean the certificate in the format provided in Schedule 17;

**Construction Budget** shall mean the budget which shall reflect the final scope of work and contract price for the Project setting forth the timing and amount of all projected payments towards the Project, as contained in the Business Plan;

**Cost Overrun(s)** shall mean the amount by which the Project Cost exceeds the Estimated Project Cost;

**Credit Rating** shall mean the credit rating given to the Borrower by a reputable credit rating agency recognized by the SEBI and acceptable to the Lenders;

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| Allahabad Bank as<br>Lender<br>                     | <br>Punjab & Sind<br>Bank as Lender       | <br>Dena Bank as<br>Lender                                      | <br>State Bank of<br>Hyderabad as<br>Lender |



**Debt Service** shall mean, for any period, the aggregate of (i) the amount of Interest, Additional Interest, Default Interest and the other amounts payable on the Loan or under this Agreement and the other Financing Documents, to which the Borrower is a party, to the Lenders, and (ii) each Repayment Installment which is scheduled to be repaid, in each case during that period;

**Declaration** means the various instruments executed by an Authorized Officer of the Borrower in favour of the Security Trustee for the benefit of the Secured Parties in connection with or pursuant to the Mortgage by Deposit of Title Deeds;

**Deed of Hypothecation** shall mean the deed of hypothecation executed by the Borrower creating a first charge on *inter alia* all the movable assets of the Borrower in favour of the Security Trustee for the benefit of the Secured Parties;

**Default** shall mean any Event of Default or a Potential Event of Default;

**Default Interest** shall have the meaning assigned to the term in Section 12.2(i) hereof;




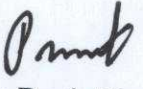




**Default Rate** shall mean 2% (Two percent) per annum;

**Disbursement** shall mean a Drawdown and/or an LC Issuance and/or a BG Issuance;

**Disbursement Date** shall mean the date of any Disbursement either by way of a Drawdown or by way of an LC Issuance or by way of BG Issuance, as the case may be.

**Discharged Rights and Obligations** shall have the meaning ascribed to such term in Section 22.7 hereof;

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**Disclosure Letter** shall have the meaning ascribed to such term in Section 17 hereof;

**Documentary Credit Application(s) or Application(s)** shall mean the Borrower's application/(s) to the Facility Agent requesting the Lenders for opening Letter(s) of Credit or Bank Guarantee(s), along with all supporting documents required to be furnished by the Borrower in respect thereof to Lenders;

**Documents** shall mean the documents as specified under Letter(s) of Credit (including the bills) and drawn up in accordance with the terms of the Letter(s) of Credit opened under the Agreement;

**Drawdown(s)** shall mean a drawal of funds made as a direct loan to the Borrower under the Facility, in accordance with the terms and conditions of this Agreement and the other relevant Financing Documents, and which for the avoidance of doubt shall not include any Advance;




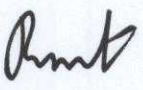




**DSR or Debt Service Reserve Amount** shall mean an amount equal to the Debt Service obligations of the Borrower falling due and payable in the next three (3) months;

**DSRA or Debt Service Reserve Account** shall mean the account established under the TRA Agreement for the maintenance of the DSR;

**Due Date** means, in respect of:

- (i) Repayment Installments, the Repayment Dates;
- (ii) Interest, the Interest Payment Dates;
- (iii) any other amount payable under the Financing Documents, other than the Intercreditor Agreement, the date on which such amount falls due in terms of the Financing Documents;

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