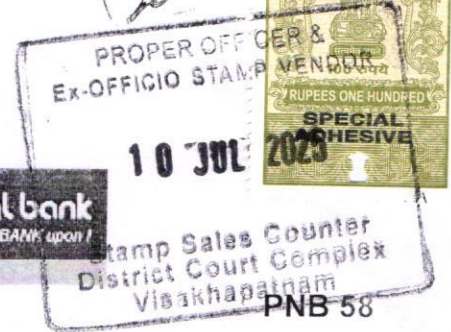




AGREEMENT OF GUARANTEE

This Agreement of Guarantee (this "**Agreement**") is made at _____ on this _____rd day of July, 2025

Between

Smt. Tejal Soham Modi, W/o Shri Soham Modi, aged 55 years, resident of Plot No.280, Road No.25 Jubilee Hills, Hyderabad - 500 033, Telangana (hereinafter called the "Guarantor(s)" which term shall, wherever the context so permits, mean and include his/her/their heirs, administrators, executors, successors, and permitted assigns) of the first part;

AND

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Plot No.4, Sector-10, Dwarka, New Delhi - 110 075 and, inter alia, a Branch Office at 8th Floor, 9-13-45/2/9/1, MVR's Vinayagar Trade Centre, VIP Road, CBM Compound, Visakhapatnam - 530 003, Andhra Pradesh (Hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the second Part.

WHEREAS

- A. At the request of the Guarantor (s), the Bank has agreed to allow/continue/enhance an accommodation by way of Term Loan (the "Facilities"/"Limits") to M/s AMTZ Medpolis Square 3663 Private Limited (Hereinafter called the "Borrower") on the terms and conditions contained in the loaning and security documents executed by the Borrower; and
- B. The Guarantor(s) has/have agreed to guarantee due payment of the amount which at any time may be due to the Bank in respect of the said Facilities/Limits of Rs.29,50,00,000.00 (Rupees Twenty Nine Crores and Fifty Lakhs Only)

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That in consideration of the Bank allowing/continuing/ enhancing at the request of the Guarantor(s) an accommodation by way of - Term Loan to the tune of

Rs.29,50,00,000.00 (Rupees Twenty Nine Crores and Fifty Lakhs Only) (the "Facilities"/"Limits") to the Borrower at its Branch Office at B/o LIC (0462) on the terms and conditions contained in the loaning and security documents executed by the Borrower on _____, the Guarantor(s) hereby agree(s) with the Bank as under:-

2. The Guarantor(s) hereby guarantee(s) jointly and severally to pay to the Bank after demand in writing all principal, interest, cost, charges and expenses due and which may at any time become due to the Bank from the Borrower in the accounts opened in respect of the said Facilities/Limits (hereinafter called the "said accounts") down to the date of payment and also all losses or damages, costs, charges and expenses and in the case of legal costs, as between attorney and client occasioned to the Bank by reason of omission, failure or default temporary or otherwise in such payment by the Borrower or by the Guarantor(s) or any of them including costs (as aforesaid) of enforcement or attempted enforcement of payment by suit or otherwise or by sale or realization or attempted realization or sale of any security for the said indebtedness or otherwise howsoever or any costs (which costs to be as aforesaid) charges or expenses which the Bank may incur by being joined in any proceeding to which the Bank may be made or may make itself party either with or without others in connection with any such securities or any proceeds thereof.
3. The Guarantor(s) hereby declare(s) that this guarantee shall be a continuing guarantee and remain operative in respect of each of the said Limits severally and may be enforced as such in the discretion of the Bank, as if each of the Facilities/Limits had been separately guaranteed by him/her/them. This guarantee shall not be considered as cancelled or in any way affected by the fact that at any time or from time to time any of the said accounts may show no liability against the Borrower or may even show credit in his/her/their favour but shall continue and remain in operation in respect of all subsequent transactions till the accounts are closed. This guarantee is in addition to, and shall not be affected by, nor merge with, and may be enforced despite the existence, invalidity or unenforceability of, any other guarantee, undertaking or security interest now or subsequently held by the Bank. For the avoidance of doubt, it is hereby clarified that this guarantee will extend to the ultimate balance of all sums payable by the Borrower(s) under the Facilities/Limits, until it is released in accordance with the terms hereof, regardless of any intermediate payment or discharge of the whole or any part of the debt due and payable by the Borrower.
4. Representations and Warranties
 - (a) The Guarantor(s) make(s) the representations and warranties to the Bank as set out in Schedule - I (*Representations and Warranties of the Guarantor*) of this Agreement.
 - (b) Each of the representations and warranties set out in Clause 4(a) above, read with Schedule I (*Representations and Warranties of the Guarantor*), is deemed to

be made by the Guarantor with reference to the facts and circumstances existing on the date of this Agreement and shall be deemed to be repeated on each day until all outstanding amounts under the loan and security documents executed by the Borrower in connection with the Facilities/Limits have been duly repaid by the Borrower to the Bank.

5. Covenants and Undertakings

The Guarantor(s) agree(s) and undertake(s) to abide by the covenants and undertakings set out in Part A (*General Covenants*) and Part B (*Information Covenants*) of Schedule II (*Covenants and Undertakings of the Guarantor*) of this Agreement at all times until all outstanding amounts under the loan and security documents in connection with the Facilities/Limits executed by the Borrower have been duly repaid by the Borrower to the Bank.

6. The Guarantor(s) hereby consent(s) to the Bank making any variance, without reference or notice to him/her/them, that it may think fit in the terms of contract, including any change in rate of interest charged to the accounts of the Borrower. The Guarantor(s) further consent(s) to the Bank accepting additional collateral security of any kind, determining, enlarging or varying any credit to the Borrower or making any composition with him or promising to give him time or not to sue him and the Bank parting with any security it may hold for the guaranteed debt. The Guarantor(s) also agree(s) that he/she/they shall not be discharged from his/her/their liability by the Bank releasing the Borrower or by any action or omission of the Bank, the legal consequences of which may discharge the Borrower or by any act of the Bank which would, but for this present provision, be inconsistent with his/her/their rights as Guarantor(s) or by the Bank's omission to do any act which, but for this present provision, the Bank's duty to the Guarantor(s) would have required the Bank to do. Though as between the borrower and the guarantor(s) he /she/they is/are guarantor(s) only, the guarantor(s) agree(s) that as between the Bank and the Guarantor(s) he/she/they is/are debtor(s) jointly with the borrower and accordingly he/she/they shall not as such be entitled to claim the benefit of legal consequences of any variation in the terms of the contract and to any of the rights conferred on a Guarantor by Sections 133, 134, 135, 139 and 141 of the Indian Contract Act. The Guarantor(s) further agree(s) that the acceptance by the Bank of any irregular payments or any amount short of the amount of agreed installment/s, whether made before or on due dates or thereafter by the Borrower, shall not discharge the Guarantor(s) from his/her/their liability and such acceptance will not amount to or create any new or fresh contract. The Guarantor(s) further agree(s) that the Bank shall be under no obligation to notify him/her/them, any default committed by the Borrower at any time or from time to time.

7. The Guarantor(s) hereby consent(s) to the Bank renewing from time to time said Facilities/ Limits of Rs.29,50,00,000.00 (Rupees Twenty Nine Crores and Fifty Lakhs Only)

allowed to the Borrower obtaining fresh documents from him/her/them, closing the existing accounts, opening new accounts, or transferring the same or part thereof to any branch of the Bank. Notwithstanding this, the Guarantor(s) agree(s) and declare(s) that he/she/they shall remain liable to the Bank for any indebtedness of the Borrower under the renewed facilities/limits and the terms and conditions of this Agreement shall apply and govern his/her/their liability under the renewed facilities/limits.

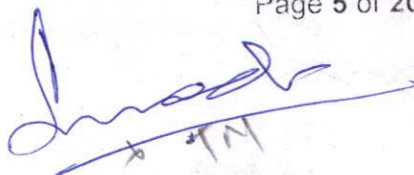
8. The Guarantor(s) further declare(s) that all dividends, compositions or payment received by the Bank from the Guarantor(s) or any other persons liable to him/her/them or his/her/their representative shall be taken and applied as payment in gross and the Guarantor(s) and his/her/their representatives shall have no right to claim the benefit of any such dividends, compositions or payment until full amount of all claims of the Bank against the Borrower and his/her/their representatives which are covered by this Agreement shall have been paid.
9. No advance, overdraft or other credit facilities that the Bank may give to the Borrower beyond the Limits mentioned in para no.1 above or obtaining of any other guarantee or security from the Borrower shall determine, prejudice or lessen the liability of the Guarantor(s) hereunder.
10. The Guarantor(s) further agree(s) that any accounts settled between the Bank and the Borrower or the balance admitted or confirmed by him or his authorized agents as due on the said accounts to the Bank will be conclusive and shall not be disputed or questioned by the Guarantor(s).
11. The Guarantor(s) authorize(s) and appoint(s) each of the Borrower or any person duly authorized by them as agent to confirm the balance due and acknowledge liability on his/her/their behalf as guarantor(s) from time to time. The Guarantor(s) further agree(s) that any acknowledgement of liability made by the Borrower or any person duly authorized by him/her/them to operate the accounts or any of the co-Guarantors as agent on behalf of the Guarantor(s) shall be binding on him/her/them for giving fresh start of limitation and also for admission of liability against him/her/them.
12. Cross Default
 - (a) In addition to the events of default (howsoever described) set out in the loan documents and security documents executed in relation to the Facilities/Limits by the Borrower, the following will constitute an event of default under the Facilities/Limits:
 - (i) Any financial indebtedness of the Guarantor is not paid when due nor within any originally applicable grace period.

- (ii) Any financial indebtedness of the Guarantor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.
- (iii) Any commitment for any financial indebtedness of the Guarantor is cancelled or suspended as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.
- (iv) Any creditor of the Guarantor becomes entitled to declare any financial indebtedness of the Guarantor due and payable prior to its specified maturity as a result of any actual or potential default, event of default, or any similar event (however described) after the expiry of any originally applicable grace period.
- (v) Any security over any assets of the Guarantor is enforced by the holder of such security, or any analogous procedure or step is taken in any jurisdiction.
- (vi) There is an event of default or potential event of default (howsoever described) or other similar condition or event which with the lapse of time or giving of notice may become an event of default under one or more agreements or instruments relating to any indebtedness granted by any person to the Guarantor.
- (vii) Each of the events described in Clause 12(a) above shall constitute an event of default (howsoever described) under each of the loan and security documents executed in relation to the Facilities / Limits by the Borrower.

13. In case the Bank sells the hypothecated, pledged or mortgaged security/ies held in the loan accounts, the Guarantor(s) agree(s) that the Bank may sell the said securities without giving any notice of such sale to the Guarantor(s). The Guarantor(s), agree(s) that he/she/they will not question the sale or the sale price in any manner or on any ground whatsoever.

14. In case the amount guaranteed by the Guarantor(s) is paid by the Borrower(s) to the Bank and the Bank in consequence discharges the Guarantor(s) from all liabilities under this Agreement, but it is subsequently determined by a Court of Law or otherwise that the said payment was a fraudulent preference and the Bank is made to refund the said amount, the Guarantor(s)' liability to the Bank on the basis of this Agreement shall revive to the same extent and in the same manner as if such payment had never been made.

15. The Guarantor(s) also agree(s) that the Bank may enforce the guarantee without enforcing, selling or realizing any of the securities kept under lien, hypothecated, pledged or mortgaged with it, notwithstanding that any bills or other instruments



given by the Borrower in the said accounts may be in circulation for collection and outstanding.

16. The guarantee hereby given shall not be determinable or taken as satisfied by the Guarantor(s) except on the terms of his/her/their making full payment up to the limit of his/her/their guarantee for any then outstanding liabilities or obligations on the said account. The guarantee shall not be affected by his/her/their death or insanity until the Bank shall have received formal authentic notice in writing thereof.
17. If the Guarantor(s) has/have or shall hereafter take any security from the Borrower in respect of his/her/their liability under this Agreement, the Guarantor(s) will not prove in the liquidation of the Borrower in respect thereof to the prejudice of the Bank and such security shall stand as security and shall be forth with deposited with the Bank.
18. So long as any money remains owing under this Agreement, the Bank shall have lien on all moneys standing to the credit of the Guarantor(s) and on any securities or goods in the hands of the Bank belonging to any of the Guarantor(s) and the Bank shall be entitled to appropriate/set off/realize the same.
19. The absence or infirmity in the borrowing powers on the part of the Borrower or any irregularity whatsoever in the exercise thereof shall not affect the liability of the Guarantor(s) and any moneys advanced to the Borrower shall be deemed to be due and owing notwithstanding such absence, infirmity or irregularity and this Agreement shall not be affected by any change in the name or constitution of the Borrower. It is further expressly agreed that this Agreement shall remain enforceable against the Guarantor(s) irrespective of the fact whether the contract between the Borrower and the Bank is enforceable at law or not. It is also expressly agreed that in case the guarantee given by the Guarantor(s) cannot be enforced or becomes unenforceable at law for any reason whatsoever, the guarantee given hereunder be enforced as an indemnity against the Guarantor(s) and he/she/they agree(s) and undertake(s) to indemnify and reimburse the Bank for any loss, damages, costs and other charges which the Bank may have to recover and realize from the Borrower in his/her/their loan accounts with it.
20. Any notice by the Bank in writing under this Agreement or a demand in writing shall be deemed to have been duly given to the Guarantor(s) by sending the same by post addressed to him/her/them at the address herein written and shall be effectual notwithstanding any change of residence or death and notwithstanding the notice thereof to the Bank and such demand shall be deemed to have been received by the Guarantor(s) 24 hours after the posting thereof and shall be sufficient to prove that the letter containing the demand was properly addressed and posted.
21. The Guarantor(s) agree(s) that a copy of account of the Borrower contained in the Bank books of accounts signed by the Manager for the time being of the office at which such accounts shall be kept or any officer of the Bank shall be conclusive evidence against him/her/them of the amount for the time being due to

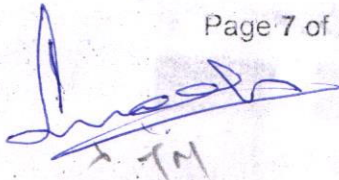
the Bank from the Borrower in any account or other proceedings brought against him/her them upon this Agreement.

22. If any payment to, or any discharge or arrangement is made in whole or in part on the faith of any payment by, the Bank in respect of the Facilities/Limits which is avoided, set-aside or reduced for any reason whatsoever, including without limitation, insolvency, insolvency resolution, bankruptcy or liquidation, breach of fiduciary or statutory duties, the liability of each Guarantor shall continue under this Agreement and the Bank will be entitled to subsequently enforce the guarantee and recover the value of the debt as if the payment, discharge arrangement, avoidance or reduction had not occurred.

23. Liability Unaffected

Each Guarantor's liability under this Agreement will not be discharged, diminished or otherwise affected by any act, omission or circumstance (whether or not known to such Guarantor) which, but for this provision, would discharge it to any extent, including:

- (a) any change in the constitution, ownership or corporate existence or any acquisition, merger or amalgamation of the Borrower or any other person;
- (b) the winding-up, bankruptcy, liquidation, insolvency, insolvency resolution, liquidation, bankruptcy or similar situation or proceeding in respect of the Borrower or any Guarantor or any other person (as applicable);
- (c) any change in the management of the Borrower or any other person or take-over of the management of the Borrower or any other person by any governmental authority or the nationalisation of any person or any of its undertakings, pursuant to applicable law;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security, guarantee or undertaking;
- (e) total or partial invalidity or unenforceability of any other transaction document or any provisions thereof or any obligation of the Borrower or any Guarantor or any other person under any transaction document in connection with Facilities/Limits;
- (f) any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security, indemnity, undertaking or guarantee from or against any person or any failure to realise the full value of any security interest;
- (g) any intermediate payment or discharge in whole or any part of the debt;

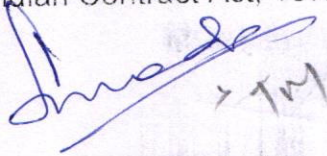


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- (h) the granting of any time or other indulgence, arrangement, compromise, waiver, discharge, release or variation to the Borrower, any Guarantor or any other person under the transaction document in connection with Facilities/Limits;
- (i) any incapacity or lack of power (or any irregularity in the exercise of such powers), authority, unenforceability, illegality or invalidity of any obligation of any person under any transaction document in connection with Facilities/Limits or any other document or security;
- (j) any amendment (however fundamental) of a transaction document in connection with Facilities/Limits or any other document or security, guarantee or undertaking;
- (k) any person becoming, or ceasing to be a party with the Bank to any document relating to the Facilities/Limits or becoming a party to any document relating to the Facilities/Limits in place of the Bank, in each case, pursuant to the rights of assignment, charge, novation or other succession or alienation expressly conferred by such document relating to the Facilities/Limits; or
- (l) any dispute between the Borrower, any Guarantor or any other person and the Bank pending before any court, tribunal, arbitrator or any other similar forum.

24. Waiver of Guarantor's Rights

- (a) Until the repayment of the dues by the Borrower in connection with the Facilities/Limits or unless the Bank otherwise directs, no Guarantor will by reason of performance of any of his/her obligations under this Agreement:
 - (i) exercise any rights of subrogation, contribution, indemnity, set-off or counterclaim or any similar rights against the Borrower or any other person; or
 - (ii) participate in any other guarantee or security favouring the Bank in respect of the Facilities/Limits; or
 - (iii) prove in competition to the Bank in the bankruptcy, insolvency, insolvency resolution or winding up of the Borrower; or
 - (iv) claim, rank, prove or vote as a creditor of the Borrower(s) or their estate in competition with the Bank; or
 - (v) be entitled to the rights conferred on sureties, notwithstanding anything contained in the Indian Contract Act, 1872.

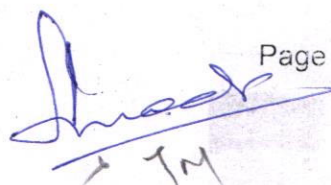


- (b) If any Guarantor receives any moneys as a result of the exercise of any of the rights mentioned in Clause 24(a) above or in respect of any payment by such Guarantor under this Agreement, then such Guarantor will hold them on trust for the Bank and pay them immediately to the Bank so long as any sums in relation to the debt are outstanding.
25. The Guarantor(s) hereby agree(s) that in case of any default in the repayment of the dues under the Facilities/Limits, including the interest, installment, charges, etc., by the Borrower and/or any default committed by the Guarantor(s) in discharging his/her/their obligations under this Agreement, the Bank and/or Reserve Bank of India will have an unqualified right to disclose or publish the Guarantor(s) names or the names of the Guarantor's/Guarantors' company/firm/unit and its directors/partners/proprietors as defaulter in such manner and through such medium as the Bank and/or Reserve Bank of India in their absolute discretion may deem fit.
26. The guarantor(s) hereby further agree(s) that in case demand / claim is made on him/her/them by the Bank for repayment of the dues under the Facilities/ Limits and the guarantor(s), despite having sufficient means, refuse(s)/neglect(s) in discharging his/her/ their obligation under this Agreement, he/she/they will be treated as a willful defaulter and Bank/RBI will have an unqualified right to declare the name of such guarantor as willful defaulter and to initiate further action as per Bank/RBI guidelines or applicable law/statute, in respect of wilful defaulters.
27. The Guarantor(s) accept(s) and confirms(s) that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to M/s AMTZ Medpolis Square 3663 Private Limited *(name of the borrower/s) and furnishing of guarantee in relation thereto, the Punjab National Bank, requires consent of the guarantor/s of the credit facility granted/to be granted, by the Bank for disclosure of information and data relating to the guarantor/s, any credit facility availed of by the guarantors, obligations assumed by the guarantors, in relation thereto and default, if any, committed in discharge thereof.

Accordingly, the Guarantor(s) hereby give(s) consent for disclosure by the Bank of all or any such:

- (a) Information and data relating to the Guarantor(s);
- (b) The information or data relating to the Guarantor(s) obligations in any credit facility granted/to be granted by the Bank and guaranteed by Guarantor(s) under this Agreement; and
- (c) Default, if any, committed by the Guarantor(s) in discharge of such obligations, as the Bank may deem appropriate and necessary, to disclose and furnish to approved Credit Information Companies and any other agency authorized in this behalf by Reserve Bank of India.

The Guarantor(s) declare(s) that the information and data furnished by the Guarantor(s) to the Bank are true and correct.



The Guarantor(s) agree(s) that approved Credit Information Companies and any other agency so authorized may use and process the said information and data disclosed by the Bank in the manner as deemed fit by them; and furnish, for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions, etc. and other credit grantors or registered users, as may be specified by Reserve Bank of India in this behalf.

*** The expression 'Bank' includes lending institutions for the purpose.**

28. The Guarantor(s) further agree(s) not to induct, on their part, a person, who has been identified as Willful Defaulter by the Bank in terms of the directions/guidelines issued by Reserve Bank of India or the guidelines framed by the Bank, as director on the Board of the Directors of the Guarantor(s). If any person, who is a Willful Defaulter, as hereby referred, is a director on the Board, the Guarantor(s) undertake(s) to get him removed from the Board of the Directors. The Guarantor(s) also agree(s) to make necessary amendments in the Articles of Association of the Guarantor(s) to make the said requirement as a ground for removal of such directors and furnish a copy of the Articles of Association as amended to the Bank. (Applicable in case of corporate Guarantor/s)

29. That the Guarantor hereby gives specific consent to the Bank/ Lender for disclosing / submitting the „financial information“ as defined in section 3(13) of the Insolvency and Bankruptcy Code, 2016 („Code“ for brief) read with relevant Regulations / Rules framed under the Code, as amended and in force from time to time in respect of the guarantees given, securities created for securing the credit/ financial facilities availed by the borrower from the Bank / Lender from time to time, to any „Information Utility“ („IU“ for brief) as defined in section 3(21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the „financial information submitted by the Bank/ Lender as and when requested by the concerned „IU“.

30. That the contents of the Agreement have been read over and translated into _____ vernacular language [name of the language of the borrower/s] and borrower/s having understood the contents thereof subscribe(s) to these presents.

SCHEDULE I

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

1. Status



- (a) Where the Guarantor is a company, it is duly incorporated under the provisions of the Companies Act, 2013 and is validly existing under the laws of India.
- (b) Where the Guarantor is a limited liability partnership, it is duly incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008 and validly existing under the laws of India.
- (c) Where the Guarantor is a partnership firm, it is duly incorporated and registered under the provisions of the Indian Partnership Act, 1932 and validly existing under the laws of India.
- (d) The Guarantor has the power to own its assets and carry on its business as it is being conducted.
- (e) **Where applicable, the Guarantor, is a natural person of sound mind and eligible to enter into contracts in accordance with the provisions of the Indian Contract Act, 1872.**
- (f) The Guarantor has the power to own its assets and carry on its business as it is being conducted.

2. Binding obligations

- (a) Where Guarantor is a corporate entity, sole proprietorship or a limited liability partnership, the obligations expressed to be assumed by the Guarantor under this Agreement are legal, valid, binding and enforceable.
- (b) Where Guarantor is a partnership firm under the Indian Partnership Act, 1932, the obligations expressed to be assumed by the Guarantor under this Agreement constitute legal, valid and binding obligations of each partner of the Guarantor, enforceable against each of the partners of the Guarantor in accordance with its terms.

3. Non-conflict with other obligations

- (a) The entry into and performance by the Guarantor of, and the transactions contemplated by this Agreement, does not and will not conflict with:
 - (i) any applicable law;

- (ii) its memorandum of association or the articles of association or its registered partnership deed (as applicable); or
 - (iii) any agreement or instrument binding upon it or any of its assets.
- (b) No third party consent is required by the Guarantor for the entry into, or performance of its obligations under this Agreement.

4. Power and authority

The Guarantor has the power and authority to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, and performance and delivery, of this Agreement, and the transactions contemplated hereunder.

5. Validity and admissibility in evidence

All authorisations required or desirable:

- (a) to enable the Guarantor to lawfully enter into, exercise its rights and comply with its obligations in this Agreement;
- (b) to make the this Agreement admissible in evidence in India; and
- (c) for the Guarantor to carry on its business, have been obtained or effected and are in full force and effect.

6. No filing or stamp taxes

Under law, other than payment of stamp duty which has already been made and is evidenced on the face of this Agreement, it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Agreement or the transactions contemplated hereunder.

7. Taxes

- (a) The Guarantor has paid all taxes required to be paid by it under applicable law (except to the extent that such payment is being contested in good faith).
- (b) The Guarantor is not required to make any deduction for or on account of tax from any payment it may make under this Agreement other than as required under the Income Tax Act, 1961.

8. No default

- (a) No default is continuing or might reasonably be expected to result from the entering into or performance by the Guarantor of or under this Agreement.

- (b) No other event or circumstance is outstanding which constitutes an event of default under any other agreement or instrument which is binding on the Guarantor or to which the assets of the Guarantor are subject which might have a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement.

9. Compliance with applicable law

The Guarantor is in compliance with all, and has not breached any, applicable law (including but not limited to any rule, regulation, circular, order, direction of the Reserve Bank of India or the Securities and Exchange Board of India).

10. No misleading information

- (a) Any factual information provided by or on behalf of the Guarantor in connection with this Agreement, including the financial information and data furnished to the Bank, was true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information provided by or on behalf of the Guarantor being untrue or misleading in any respect.

11. No proceedings pending

- (a) No litigation, arbitration, investigative or administrative proceedings of or before any court, arbitral body or agency (including any arising from or relating to environmental law) have been started against (nor any notice in relation thereto has been received by) the Guarantor, which, if adversely determined, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement.
- (b) The Guarantor has not received any official notice from any governmental authority with respect to a violation and/or failure to comply with any applicable law or requiring them to take or omit any action.

12. No immunity

Neither the Guarantor nor any of the assets of the Guarantor is entitled to immunity under applicable law from suit, execution, attachment or other legal process in India. The entry into the this Agreement constitutes, and the exercise of the Guarantor's rights and performance of and compliance with Guarantor's obligations under this Agreement will constitute, private and commercial acts done and performed for private and commercial purposes.

13. Assets and title

The Guarantor has good and marketable title to or is otherwise entitled to use, all assets necessary or desirable for it to carry on its business as it is being or is proposed to be conducted.

14. Solvency

- (a) The Guarantor is able to, and has not admitted its inability to, pay its debts as they mature and has not suspended making payment on any of its debts.
- (b) The Guarantor, by reason of actual or anticipated financial difficulties, has not commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (c) The value of the assets of the Guarantor is more than its liabilities and it has sufficient capital to carry on its business.
- (d) No moratorium has been declared in respect of any indebtedness of the Guarantor.
- (e) No reference, inquiry, step or proceedings under the Reserve Bank of India (Prudential Framework for Resolution of Stressed Assets) Directions 2019 dated June 7, 2019 has been made in relation to the Guarantor.
- (f) Neither the Bank nor any other bank or financial institution has declared any advance or investment in the Guarantor, respectively, a "non- performing asset or investment" as defined under the relevant regulations of the Reserve Bank of India.
- (g) The Guarantor has not taken any corporate action and no other steps have been taken or legal proceedings have been started nor has the Guarantor received any notice for any legal proceedings against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administration, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

- (h) No application has been filed before the National Company Law Tribunal seeking the commencement of an insolvency resolution process under the Insolvency and Bankruptcy Code, 2016 in respect of the Guarantor.

15. Authorised signatories

Each person specified as an authorised signatory of the Guarantor in any documents delivered to the Bank pursuant to this Agreement, is subject to any notice to the contrary delivered to the Bank, authorised to sign all documents and notices on behalf of the Guarantor.

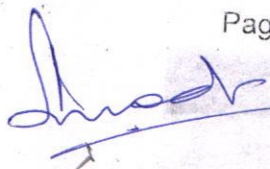
16. Willful defaulter

- (a) Neither the Guarantor nor any of its respective directors have been identified as a willful defaulter by the RBI.
- (b) No bank or financial institution has applied to the RBI to declare the Guarantor as a willful defaulter.

SCHEDULE II

CONVENANTS AND UNDERTAKINGS OF THE GUARANTOR Part A – General Covenants

1. Authorisations: The Guarantor shall promptly:
- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Bank of, any authorisation required under any law or regulation to enable it to perform its obligations under any this Agreement (including, without limitation, in connection with any payment to be made there under) and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Agreement or otherwise required for carrying on its business.
2. Compliance with laws: The Guarantor shall comply in all respects with applicable law (including any rule, regulation, circular, order, direction of the Reserve Bank of India or Securities and Exchange Board of India to which it may be subject).
3. Disposals: The Guarantor shall not enter into a single transaction or a series of transactions (whether related or not) to sell, lease, transfer or otherwise dispose of any substantial part of its assets where such sale, lease, transfer or disposal might result in a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement,



or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement.

4. Constitutional documents: Without the prior written consent of the Bank, the Guarantor shall not make any amendment to its constitutional documents or its registered partnership deed (as applicable) which could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement.

5. Arm's length dealings: Without prejudice to the generality of its obligations under Paragraph 4 above, in the event the Guarantor enters into any arrangement, agreement or commitment (including any derivative transaction) with any person or pays any fees, commissions or other sums on any account whatsoever to any persons other than in the ordinary course of trading, at arm's length and on normal commercial terms, it shall make all necessary disclosures and filings required to be made in relation thereto under applicable law.

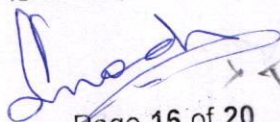
6. Taxes

- (a) The Guarantor shall pay and discharge all taxes, rates, rents and governmental charges upon the Guarantor and its respective assets before penalties become attached thereto and shall establish adequate reserves for the payment of any taxes, rates, rents and governmental charges becoming due unless such taxes, rates, rent and governmental charges are being contested in good faith by appropriate proceedings.
- (b) The Guarantor shall make all filings required under applicable laws and regulations (including, without limitation, the obligations to file regular tax returns with any governmental authority).

7. Business

- (a) The Guarantor shall conduct its business with due diligence and efficiency and in accordance with sound engineering, technical, managerial and financial standards and business practices with qualified and experienced management personnel.
- (b) The Guarantor shall not make any substantial change to the general nature of its business, as the case may be, from that as actually carried on at the date of this Agreement.

8. Willful defaulter: If a director of the Guarantor is found to be a willful defaulter, it shall ensure that such person is removed from the directorship.


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Part B – Information Covenants

1. Financial Statements: The Guarantor shall, during currency of the Facilities and this guarantee supply to the Bank, true and correct financial information including any material data relating to it, which affects commercial decision of the Bank to give and or to continue the said limits sanctioned or to be sanctioned to the Borrower.
2. Information: Miscellaneous: The Guarantor shall supply to the Bank: (a) promptly, if it has notice of:
 - (i) any information, letter, communication or any other document of which the Guarantor becomes aware or has knowledge of in relation to initiation of a corporate insolvency process (by whatever name called) by any person or any governmental authority or an application made or proposed/threatened to be made by any person (including to any governmental authority (including without limitation, the Reserve Bank of India)) or by any governmental authority (including without limitation, the Reserve Bank of India) in relation thereto; or
 - (ii) any suit, or proceeding which is wholly or partly of a non-monetary nature that has been initiated against it which might, if adversely determined, have a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement; or
 - (iii) if a receiver is appointed in respect of any of its properties or business or undertaking, information in respect thereof;
- (b) promptly and in no event later than 3 (three) business days of the occurrence of such event, the details (in writing) of any litigation, arbitration, investigative or administrative proceedings or labour disputes against the Guarantor which are current, pending or any notice in relation to which has been received by the Borrower and which might, if adversely determined, have a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement.;
- (c) promptly, any information regarding proposed merger, amalgamation or reconstruction of the Guarantor;
- (d) promptly, such further information regarding the financial condition, business and operations of the Guarantor as the Bank may reasonably request;

- (e) promptly, all information relating to any defects which may affect the interests, rights and claims of the Bank adversely, or which might have caused the Bank not to enter into this Agreement;
- (f) promptly all relevant information regarding any change in the nature and conduct of the business of the Guarantor, which could reasonably be expected to result in a material adverse effect on the condition (financial or otherwise), assets, prospects, operations or business of the Guarantor, or on the ability of Guarantor to perform and comply with its obligations under this Agreement, or on the validity, legality or enforceability of, or on the rights or remedies of the Bank under this Agreement, prior to undertaking such a change in business; and
- (g) promptly, notice of any change in the authorised signatories, signed by one of its directors or its company secretary or partner of the Guarantor (if applicable), whose specimen signature has previously been provided to the Bank, accompanied (where relevant) by a specimen signature of each new signatory;
- (h) promptly upon making any decision by the Guarantor to initiate an insolvency process (by whatever name called) or any discussions by the board of directors or partners of the Guarantor in relation to initiation of an insolvency process (by whatever name called) of the Guarantor.

3. Notification of default

The Guarantor shall notify the Bank of any default in relation to or caused on account of the Guarantor and any event or circumstance which constitutes an event of default (howsoever described) under any other material agreement binding upon it (and in each case, the steps, if any, being taken to remedy it) promptly (and in no event later than 3 (three) business days of the occurrence of such event) upon becoming aware of its occurrence.

4. Books, records and inspection

- (a) The Guarantor shall keep proper books of account as required by applicable law and the business of the Guarantor, as the case may be, and keep the said books of account and all other books, registers and other documents relating to the affairs of the Guarantor at its registered office.
- (b) Upon the request of the Bank, the Guarantor shall provide the Bank and any of its representatives, professional advisers and contractors with access to and permit them to, at the cost of the Guarantor:
 - (i) enter any premises or property at all reasonable times;
 - (ii) examine, inspect and make copies of the books and records of the Guarantor, as the case may be, in each case at reasonable times and upon prior reasonable notice; and

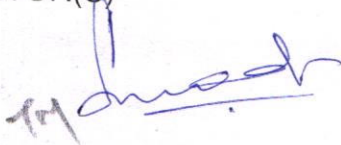
(iii) discuss the affairs, finances and accounts of the Guarantor with, and be advised as to the same, by the relevant officers.

5. Know Your Customer Checks

The Guarantor shall submit to the Bank all information required by the Bank to complete all "know your customer" checks required by applicable law.

In witness whereof the Guarantor(s) and the Bank have set their hands hereunto at the place and on the date as first hereinabove mentioned.

GUARANTOR(S)



Name: Smt. Tejal Soham Modi

For PUNJAB NATIONAL BANK,

Name: _____, PF No. _____
Manager, B/o MCC, Visakhapatnam

1. _____

Name:

Address:

2. _____

Name:

Address:

**Text of the Consent Clause to be included in the Loan Documents to be
executed by the Guarantors.**

I/We, understand that as a pre-condition, relating to grant of the loans/advances/other non-fund based credit facilities to M/s AMTZ Medpolis Square 3663 Private Limited (name of the Borrower/s) and furnishing of guarantee in relation thereto, PUNJAB NATIONAL BANK, requires consent of the guarantor/s of the credit facility granted / to be granted, by the bank for disclosure of information and data relating to the guarantor/s, any credit facility availed of by the guarantors, obligations assumed by the guarantors, in relation thereto and default, if any, committed in discharge thereof.

2. Accordingly, I/We, hereby agree and give consent for the disclosure by the PUNJAB NATIONAL BANK of all or any such:

- a) information and data relating to me/us ;
- b) the information or data relating to my/our, obligations in any credit facility granted /to be granted by the bank and guaranteed by me/us, as a guarantor, and
- c) default, if any, committed by me /us , in discharge of my /our such obligation,

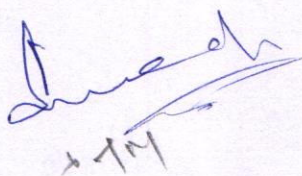
as the PUNJAB NATIONAL BANK may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorised in this behalf by RBI.

3. I/We, declare that the information and data furnished by me/us to the PUNJAB NATIONAL BANK are true and correct.

4. I/we, undertake that:

- a) The Credit Information Bureau (India) Ltd., and any other agency so authorised may use, process the said information and data disclosed by the bank in the manner as deemed fit by them; and
- b) the Credit Information Bureau (India) Ltd., and any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

- The expression 'Bank' includes lending institutions for the purpose.

A handwritten signature in blue ink, followed by the initials 'A.M.' written below it.