

ANNEXURE - P

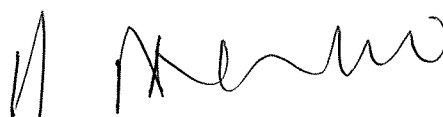
Borrower / Issuer	Bollineni Ramanaiah Memorial Hospitals Private Limited ("BRMH")
Promoter	Dr. Bhaskara Rao Bollineni and Mrs. Rajyasri Bollineni
Promoter Group	Promoter and the following: 1. Mr. Adwik Bollineni 2. Mr. Abhinay Bollineni
Guarantor(s)	1. Dr. Bhaskara Rao Bollineni 2. Mrs. Rajyasri Bollineni 3. Mr. Adwik Bollineni
Facility Type	Unlisted, unrated, Non-Convertible Debentures (NCDs) ("Facility")
Facility Amount	Upto an amount not exceeding INR 700 Million (Rupees Seven Hundred Million only) in one or more tranches
BRMH Existing Facility	Existing term loan facility of INR 770 million from Avendus Finance Pvt. Ltd ("AFPL") to BRMH and BRMH NCD subscription of INR 70 Mio by Avendus Structured Credit Fund I ("ASCF-I")
Reference Entity	Krishna Institute of Medical Sciences Limited ("KIMS")
Security Trustee / Debenture Trustee	Vistra ITCL (India) Limited
Purpose	<ul style="list-style-type: none"> For providing loans and advances to BSCPL Infrastructure Ltd; and General corporate purposes in accordance with the debenture documents <p>The Facility shall not be utilised for (a) investment in real estate (b) capital market transactions (c) any activity prohibited by applicable laws; (d) any other speculative business or activity.</p>
Business Day	Shall mean any day excluding Saturdays, Sundays and any day which is a public holiday for Section 25 of the Negotiable Instruments Act, 1881 (26 of 1881) in Mumbai
Tenor	36 months from the Effective Date
Effective Date	First Deemed Date of Allotment under the Facility
Debenture Documents	<p>Debenture Documents means:</p> <ul style="list-style-type: none"> (a) the Debenture Trust Deed; (b) the Debenture Trustee Appointment Agreement; (c) Common Security Documents; (d) Supplemental Share Pledge Agreement and respective power of attorney(s); (e) the Deed of Hypothecation and respective power of attorney(s); (f) the Guarantee Deeds; (g) the Relevant Cheques; (h) Demand Promissory Note; (i) Letter of Continuity; and

	(j) any other document that may be designated as a Debenture Document by the Debenture Trustee and the Issuer, and
Coupon Rate	Borrower shall pay interest @ 17.5% p.a. on the outstanding Facility Amount to the debenture holder(s). First interest payment date would be 1 st November 2020 and thereafter interest shall be payable at quarterly intervals.
Accrued Interest	In case of any prepayment, accrued interest will be adjusted first for the corresponding repayment amount.
Repayment	The Facility will be repaid as a bullet instalment at the end of the Tenor
Day count convention	Any interest, commission or fee accruing under the Facility will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.
Put Option	Debenture Trustee shall have the option of demanding full / part prepayment of the Facility at the end of 24 months from the Effective Date. Debenture Trustee shall provide a prior written notice of 30 calendar days for exercising the above option. The decision on whether to exercising the Put Option will be taken by the applicable majority of Debenture holders as detailed in the Debenture Documents.
Voluntary Redemption	<ul style="list-style-type: none"> The Borrower shall have the option to prepay the Facility in part/full at any time after 12 months from the last Deemed Date of Allotment Date subject a prior written notice of at least 15 days The minimum prepayment amount shall be INR 100 Million (Rupees One Hundred Million only) and in multiples of INR 50 Million (Rupees Fifty Million only) thereafter or remaining amounts whichever is lesser. All such prepayments shall be subject to compliance of applicable RBI norms and any amount prepaid shall be deemed cancelled and become unavailable for redrawing.
Mandatory Redemption	<ul style="list-style-type: none"> Monies received through Liquidity Events shall be mandatorily used to prepay the Facility, if so required by the Debenture Trustee. Debenture Trustee shall also have the right to call for mandatory redemption on all or part of the Facility upon a) occurrence of IPO in KIMS and/or b) any private equity or strategic investment in KIMS, whether by way of primary investment or secondary purchase of securities (except in the event of General Atlantic acquiring any shares of KIMS through a primary issuance). Borrower and Promoter Group shall notify the Debenture Trustee within 2 Business Days of the occurrence of any of the aforesaid events and shall not utilise the proceeds of the above events without prior written consent of the Debenture Trustee <p>No prepayment penalty shall be payable in respect of any such Mandatory Prepayments or prepayments made upon exercise of Put Option.</p> <p>Any amount prepaid shall be deemed cancelled and become unavailable for redrawing. All prepayments shall be subject to applicable law and relevant RBI guidelines.</p>
Liquidity Events	<ul style="list-style-type: none"> Issuance of shares or convertible instruments by BRMH. Buyback or capital reduction by any subsidiary of BRMH. Declaration of dividend by any subsidiary of BRMH. Disposal of any movable assets by BRMH. Dividend received by Borrower and / or Promoter Group from KIMS

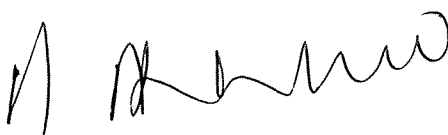
	<p>Borrower to notify the Debenture Trustee within 2 Business Days of the occurrence of any Liquidity Event and providing the details of the proceeds received from such Liquidity Event and shall not utilise the proceeds of such Liquidity Event(s) without prior written consent of the Debenture Trustee.</p>
Security	<p>The Facility shall inter-alia be secured by the following:</p> <ul style="list-style-type: none"> • First ranking pledge of 12% of the equity share capital of KIMS (on a fully diluted basis) held by the Promoter Group in demat form in a form and manner satisfactory to the Debenture Holder(s), to be held on a pari passu basis with the Existing BRMH Facility; • Exclusive first ranking charge on all moveable assets of the Borrower (excluding shares of KIMS held by the Borrower), both present and future, to be held on a pari passu basis with the Existing BRMH Facility; • Unconditional and irrevocable personal guarantee on a joint and several basis from Dr. Bhaskara Rao Bollineni, Mrs. Rajyasri Bollineni and Mr. Adwik Bollineni; • Demand Promissory Note and Letter of Continuity. <p>In case of any corporate action leading to issue of additional shares to the existing shareholders of KIMS or splitting of existing shares, such additional number of shares of KIMS shall be pledged to Debenture Holder(s) so as to retain the pledge at 12% equity of KIMS during the tenor of the Facility.</p>
Required Cover	<p>Security by way of pledge over shares of KIMS shall be maintained so as to meet the below conditions on Required Cover:</p> <p>(i) Till occurrence of any primary issuance in KIMS and/or IPO of KIMS: Pledge on 12% (twelve percent) of the shares of KIMS on a fully diluted basis; and</p> <p>(ii) upon occurrence of any Primary Issuance inter alia issuance of any shares and convertibles and/or an IPO of KIMS: Aggregate of (a) Pledge on 12% (twelve percent) of the shares of KIMS on a fully diluted basis and (b) Pledge on such additional number of shares of KIMS, to ensure that the total number of shares pledged maintain a minimum cover of 3x on the entire outstanding obligations (in relation to this Facility and Existing BRMH Facility). The total value of the shares of KIMS pledged shall be determined basis the post-money equity valuation of the shares of KIMS upon occurrence of a primary issuance or shall be determined on the per share allotment price finalized for KIMS IPO upon occurrence of an IPO.</p>
Conditions Precedent to Disbursement	<p>The Borrower shall have to comply/adhere the inter-alia following before availing any disbursement under the Facility:</p> <ul style="list-style-type: none"> • Submission of post-dated cheques towards payment of interest and undated cheques towards repayment of principal under the Facility • Requisite board resolutions and shareholder resolutions including such resolutions passed under section 62(3) and 180 of Companies Act, 2013 (if applicable). • Satisfaction of all KYC requirements as may be required by the Debenture Trustee. • No SMA reporting of the Borrower or KIMS by any lender(s). • Certificate relating to compliance with borrowing and securing limits of the Borrower from CA / Company Secretary. • NOC from General Atlantic (private equity investor in KIMS) with respect to creation of security over the shares of KIMS and any other requirements with respect to the Facility, to the satisfaction of the Debenture Holder(s). • Execution of Debenture Documents to the satisfaction of the Debenture

	<p>Holder(s).</p> <ul style="list-style-type: none"> • Creation of Security. • CA certificate in respect of the Section 281 of the Income Tax Act (in relation to any Security being provided for the Facility) in the form and manner satisfactory to the Debenture Holder. This CA certificate shall be supported by management declaration in format desired by Debenture Trustee duly executed by a Director of the Security provider. • Application to IT authorities by each Security provider under section 281 of the Income Tax Act and an acknowledged copy of the same by the concerned department • Legal opinion satisfactory to the Debenture holders on the transaction structure, validity, due execution, performance and enforceability of the Debenture Documents in the form and manner acceptable to the Debenture Holder(s). • CA certificate in respect of the non-violation / non-applicability of Section 185 and Section 186 of the Companies Act in in the form and manner satisfactory to the Debenture Holder. This CA certificate shall be supported by management declaration in format desired by Debenture Trustee duly executed by a Director of the Borrower. • Any other condition as required by the Debenture Trustee.
<p>Conditions Subsequent</p>	<p>The Borrower shall adhere/comply with the following conditions post first disbursement under the Facility:</p> <ul style="list-style-type: none"> • Amendment of Articles of KIMS to ensure that there are no restrictions on creation of pledge over KIMS shares (and its invocation by the Debenture Trustee) in favour of the Security Trustee for the benefit of the Debenture holder(s) to be completed within 120 days from the Effective Date • Perfection of Security inter alia including filing of necessary forms with Ministry of Company Affairs, Registrar of Companies, IBU, Central Registry under CERSAI (in respect of equitable mortgage as applicable) or other statutory body/authority as applicable to Security, not later than 30 days from creation of such Security (as applicable). • End use certificate from an independent chartered accountant within 30 days from the respective Deemed Date of Allotment • Approval from the IT authorities under Section 281 of the Income Tax act (as per the aforesaid application) to be obtained within 9 months from the Effective Date • NCDs allotted to the Debenture holder(s) shall be credited to the demat account of the respective Debenture holder within 5 business days from the respective Deemed Date of Allotment. • NOC from shareholders, as required under the shareholder's agreement of KIMS, with respect to creation of security over the shares of KIMS and any other requirements with respect to the Facility to be obtained within 30 days from Effective Date, to the satisfaction of the Debenture Trustee. • • Any other condition as required under the Debenture Documents.
<p>Key Covenants</p>	<p>Customary covenants and undertakings will be included in the Debenture Documents, including but not limited to:</p> <ul style="list-style-type: none"> • The Borrower and Promoter Group shall ensure that the Borrower and Promoter Group and their affiliates shall not sell or create encumbrance of any manner, whether direct or indirect, on the shares of KIMS held by them. • The Borrower and Promoter Group shall ensure that the outstanding under the loan from Kiran Vyapar Limited extended to Dr. Bhaskara Rao Bollineni to be reduced to or equal to INR 125 million prior to 7th September 2020.

- Promoter Group shall not create encumbrance of any nature on the shares of the Borrower held/owned by the Promoter Group, without the prior written consent of the Debenture Holder.
- No change in Management Control to be permitted by the Borrower and Promoter Group shall always retain management control of the Borrower and KIMS; Management Control for this purpose shall be as defined in the Debenture Documents. Change in Management Control of KIMS shall be a mandatory prepayment event for the Facility, if so required by the Debenture Trustee
- Dr. Bhaskara Rao Bollineni shall remain on the board of directors of KIMS and BRMH
- Upon issuance of any further shares or convertible securities in KIMS, the Borrower/Promoter Group shall ensure that the Required Cover is maintained.
- Borrower or Promoter Group, as applicable, shall be required to obtain prior written approval from Debenture Trustee on the following matters:
 - change in constitutional documents of KIMS which adversely affects the Security or rights of the Debenture Trustee to enforce the Security;
 - material change in the scope, nature and/or activities of the business; and
- Borrower to ensure that KIMS to continue appointing one of the Big 4 accounting firms as the Statutory Auditor
- Borrower or Promoter Group, as applicable, shall be required to obtain prior written approval from Debenture Trustee on the following matters:
 - non-arm's length transactions;
 - any change in capital structure including buy-back of any equity that will lead to reduction in capital in Borrower or KIMS; provided that approval from Debenture Trustee shall not be required for any such event in KIMS if Debenture holders are getting repaid in full along with all interest and other dues upon such event
 - Disposal of Borrower assets.
 - providing further loans and guarantees;
 - repayment of loans from, or redemption or cancellation of any instruments issued to any member of the group;
 - further issuance of shares or convertible securities in Borrower;
 - change in auditors;
 - change in accounting policy or financial year;
 - change in constitutional documents of Borrower;
 - declaration of dividend;
 - Incurring any further indebtedness;
 - Creation of any security interest on any of the assets of the Borrower;
- Borrower to ensure the following till full repayment of the Facility
 - Obtaining and maintaining necessary authorisations;
 - Compliance with applicable laws;
 - Due payment and filings of taxes;
 - Conduct of business in accordance with prudent business practices; and
 - Maintenance of assets and insurance policies.
- All loans from promoters/associates/group companies present and future shall be interest free and subordinated to the Facility.
- Borrower to provide financial statements, compliance certificates in relation to financial covenants and other information in a form and as per timelines required by the Debenture Trustee. Quarterly financial snapshot of KIMS to be submitted to the Debenture Trustee within 60 days of the end of every quarter.
- The Borrower, the Promoter Group, the Guarantor and the Security provider to specifically agree that the Debenture holder(s) / Debenture Trustee shall be entitled to disclose the name of the Borrower, the Promoters, the Guarantor and Security providers under the Special Mention Accounts and/or as non-cooperative borrowers and /or provide such information on Central Repository



	of Information on Large Credits' (CRILC) in compliance of RBI Circular dated March 21, 2014 on Early Recognition of Financial Distress, Prompt Steps for Resolution and Fair Recovery for Debenture Holders
Financial Covenants	<ul style="list-style-type: none"> Consolidated Debt / EBITDA of KIMS shall not exceed 4.0x times No loss at PAT level for KIMS <p>For the purpose of the above covenants, Debt shall also include amounts guaranteed by KIMS.</p> <p>Financial covenants to be tested at semi-annual rests on the basis of last twelve months financials.</p> <p>For avoidance of doubt, KIMS will not be a party to the Facility Documents.</p>
Representation and warranties from Borrower and Promoter Group	<p>Customary representations and warranties from the Borrower and Promoter Group will be included in the Debenture Documents, including but not limited to:</p> <ul style="list-style-type: none"> Status of the Borrower and KIMS including due incorporation, existence and power and authority to own assets and conduct business; Issuer is not classified as a non-banking financial company and/or core investment company Legal, valid and binding obligations under the Debenture Documentation; Non-conflict with applicable law, constitutional documents and its obligations under agreements or instruments binding on it or its assets; Power and authority to enter and perform the obligations under the Debenture Documents; Validity and admissibility in evidence; No default under any existing liabilities; No filing or stamp taxes except as stated; Title over the secured assets and ranking of Security; No misleading information provided to the Debenture holders / Debenture Trustee; No proceedings pending or threatened against Borrower or KIMS; Compliance with all laws and approvals and has all approvals and licenses to conduct its business; The borrowing of loan being in compliance with all laws; The financial statements having been prepared in accordance with applicable law and gives a true and fair view of the financial condition; Solvency of Borrower and KIMS; Commencement of any proceedings in relation to debt restructuring or stressed asset resolution, including any process/mechanism of such nature under the applicable law or RBI guidelines in Borrower or KIMS or any of the entities owned or controlled by the Promoter Group; No proceedings before the NCLT under the Insolvency and Bankruptcy Code, 2016 in the Borrower, KIMS or any of the entities owned or controlled by the Promoter Group; No proceedings commenced or notices received under Insolvency and Bankruptcy Code, 2016, or any other Applicable Law for bankruptcy or insolvency of any of the Guarantors or any member of the Promoter Group; No tax amounts outstanding in Borrower and KIMS; and All insurances maintained required for its business in Borrower and KIMS.
Additional Interest	Without prejudice to any other rights and remedies available to Debenture holder(s) pursuant to the terms of Debenture Documents, if any of the Automatic Trigger Event (defined below) occurs (irrespective of whether the Debenture Trustee has or



	<p>has not called any Event of Default) the Borrower shall be liable to pay additional interest which will be 3% p.a. higher than applicable Interest Rate on the entire outstanding amounts under the Facility whether the same has become due or not (the "Additional Interest").</p> <p>Additional Interest shall be payable from the date of occurrence of the Automatic Trigger Events and/or from date of occurrence of any Event of Default and will be applicable till the date the Automatic Trigger Event or Event of Default is cured to the satisfaction of the Debenture Trustee (the "Additional Interest Period").</p> <p>"Automatic Trigger Event" shall include the following: -</p> <ul style="list-style-type: none"> (i) Failure to pay any amounts under the Facility when due; (i) Failure to create and perfect Security within stipulated timelines, with Additional Interest being applicable retrospectively from Effective Date; and (ii) Borrowing beyond limits permitted under Debenture Documents (iii) Failure to provide proof of payment of TDS on interest and other charges paid towards Facility, on a quarterly basis within 60 days from the end of each quarter. <p>"Event of Default" is as defined in the Debenture Documents.</p>
<p>Event of Default</p>	<p>Customary events of default will be included in the Debenture Documents, including but not limited to:</p> <ul style="list-style-type: none"> • Non-payment of principal or interest or any outstanding amounts under the Facility on due dates, which default remains uncured after 2 Business Days from the relevant due date; • Failure to comply with any other obligations as set out in the Condition Subsequent and/or the Debenture Documents • Misrepresentation • Cross-default for non-payment with the Existing BRMH Facility or any other financial indebtedness of the Borrower or KIMS or Promoter Group; • In case there is a default on the BRMH Existing Facility, it will also trigger a default on this Facility; • Insolvency of Borrower or KIMS • Commencement of any proceedings in relation to debt restructuring or stressed asset resolution, including any process/mechanism of such nature under the applicable law or RBI guidelines in Borrower or KIMS; • Commencement of any action under the Insolvency and Bankruptcy Code, 2016 in respect of the Borrower, KIMS or any of the entities owned or controlled by the Promoter Group; • Commencement of any action under Insolvency and Bankruptcy Code, 2016, or any other Applicable Law for bankruptcy or insolvency of any of the Guarantors or any member of the Promoter Group. • Adverse Judgments on creditor's process in Borrower or KIMS; • Unlawfulness, invalidity and ineffectiveness of Debenture Documents; • Expropriation by the government in Borrower or KIMS; • Material litigation against the Borrower, any of the Promoter Group, any of the Guarantors or KIMS; • Moratorium against Borrower and / or KIMS; • Cessation of business of Borrower or KIMS

	<ul style="list-style-type: none"> • Repudiation of Debenture Documents; • Material Adverse Effect; • Failure to create/perfect and or maintain/preserve the Security to the satisfaction of the Debenture Holder; and • Failure to comply with the covenants and any conditions mentioned in the Debenture Documents
Consequences of Event of Default	<p>Upon the occurrence of an Event of Default, the Debenture holder(s) may exercise, inter- alia, any one or more of the following rights in accordance with the manner laid out in the Debenture Documents:</p> <ul style="list-style-type: none"> • Cancel any outstanding commitments under the Facility; • Charge Additional Interest at 3% per annum (over and above the Interest Rate) on entire outstanding amounts under the Facility; • Accelerate the Facility and all other amounts payable under the Debenture Documents; • Enforce the Security; • Exercise any other right that the Debenture Holder may have under the Debenture Documents or under the law; • Appoint nominee Directors on the Board of KIMS for the representative of Debenture Trustee, in case General Atlantic ceases to be a shareholder in KIMS; • If so required by the Debenture Trustee, Borrower and Promoter Group shall cause KIMS to mandate an audit of KIMS (in case General Atlantic ceases to be a shareholder in KIMS) • Debenture Trustee may mandate an audit of the Borrower • Enforce any covenant or undertakings given by the Borrower and/or any other parties under the Debenture Documents; and • Disclose the details to CIBIL/RBI and/or seek any rights available to the Debenture holder(s) / Debenture Trustee under applicable laws. • Conversion of loan to equity as per the applicable laws.
Right of Assignment	<ul style="list-style-type: none"> • Debenture holder(s) shall have right to assign/sell down the Facility by providing a prior intimation of 2 Business Days to the Borrower, except in the case of a continuing Event of Default, in which case no prior intimation is required. • Notwithstanding the above, in the event of a proposed assignment / transfer to KKR Credit, KKR India Asset Finance Private Limited, Aion Capital ("Identified Entities") , the Borrower shall have an option to prepay such debentures within 15 (fifteen) calendar days of issuance of a notice by the Debenture holder(s) informing the Borrower of such proposed assignment / transfer. In the event the Borrower fails to prepay such debentures within the aforesaid timeline, the Debenture holder(s) shall be free to assign / transfer the debentures to any entity. Provided however, that the above notice period for assignment / transfer to Identified Entities shall not be required in case an Event of Default is continuing and the Debenture holder(s) will be free to assign / transfer the debentures to any entity in case of a continuing Event of Default.
Jurisdiction	<p>Facility made available in terms hereof, shall be governed and shall be construed in accordance with the laws of India and the competent courts at Hyderabad shall have the exclusive jurisdiction and the Borrower hereby submits to the same. However, the submission to the jurisdiction of the courts referred above shall not (and shall not be construed to) limit the right of the Debenture holder(s) / Debenture Trustee to initiate proceedings against the Borrower in any other court of competent jurisdiction and nor shall the initiation of proceedings in any one or more jurisdictions by Debenture</p>

	holder(s) / Debenture Trustee preclude the taking of proceedings by Debenture holder(s) / Debenture Trustee in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
Imposts Cost and Charges	<ul style="list-style-type: none"> • The Borrower shall bear all charges, imposts, duties and taxes (including stamp duty, service tax, VAT, GST and other taxes if any, in relation to the transaction) but excluding Income Tax payable by the debenture holder(s) under applicable law. • All costs of the transaction contemplated herein including legal fees for drafting Debenture Documents and opinions, whether incurred by the Borrower or the Debenture Trustee shall be paid in a timely manner by the Borrower alone. • Any additional legal costs, duties or taxes, as applicable, will be incurred by the Borrower / Guarantors / pledgors
Tax	The payment of Fee and Interest will be subject to Service Tax/withholding tax/ tax deducted at source as may be applicable under the provisions of the Income Tax Act, 1961 and the rules thereunder as amended from time to time.
Precedence of Debenture Documents	In the event of any contradiction between the terms and conditions of the debenture trust deed and this term-sheet, the terms and conditions as stipulated in the debenture trust deed shall prevail.



