

DEED OF ADHERENCE

THIS DEED OF ADHERENCE ("Deed") is made on the 14 day of September 2023,

BETWEEN:

- (1) **MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED**, a company incorporated under the laws of India, holding PAN [REDACTED] and having its registered office at the Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka – 560017, India (hereinafter referred to as the "Purchaser");

AND

- (2) **MANIPAL HOSPITALS PRIVATE LIMITED** a company incorporated under the laws of India, holding PAN [REDACTED] and having its registered office at the Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore, Karnataka – 560017, India (hereinafter referred to as "Permitted Affiliate").

WHEREAS:

- (A) On 16 March 2023, the Company, the Purchaser, the Sellers and the Promoter Lenders, entered into a purchase agreement (as may be amended from time to time pursuant to its terms, the "Purchase Agreement") to which a form of this Deed is attached as **Schedule 25** (Deed of Adherence).
- (B) The Purchaser intends to assign/transfer its rights under the Purchase Agreement to the Permitted Affiliate, and in accordance with the relevant provisions of the Purchase Agreement, the Purchaser and the Permitted Affiliate have agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows:

1. Interpretation

Unless the subject or context otherwise requires, this Deed shall be interpreted in accordance with Clause 1 (*Interpretation*) of the Purchase Agreement.

2. Definitions

In this Deed, except as the context may otherwise require, all words and expressions defined in the Purchase Agreement shall have the same meanings when used herein.

3. Covenant

- 3.1 The Permitted Affiliate hereby acknowledges that it has received a copy of and has read and understands the terms and conditions set out under the Purchase Agreement and agrees to be bound by and comply with the terms thereof as if it was an original Party thereto, including with respect to the rights and obligations of the Parties contained therein.
- 3.2 With effect from the date of this Deed and pursuant to the assignment by the Purchaser of its rights under the Purchase Agreement, the Permitted Affiliate shall be entitled to all rights and benefits available to the Purchaser under the Purchase Agreement.

4. Notices

- 4.1 The address and facsimile number designated by the Permitted Affiliate for the purposes of Clause 13 (*Notices*) of the Purchase Agreement are:

Address: The Annexe, #98/2, Rustom Bagh, HAL Airport Road, Bangalore – 560017, Karnataka, India

E-mail: Sathish.kr@manipalhospitals.com

For the attention of: Mr. Sathish K R

5. General Provision

- 5.1 The provisions of Clause 12 (*Governing Law and Dispute Resolution*) of the Purchase Agreement are incorporated into this Deed as if set out in full in this Deed and as if references in those clauses to “this Agreement” are references to this Deed.
- 5.2 This Deed will be effective from 14 September 2023.

(Signature Page Follows)

confidential
Dhananjay Sreeram
Khaitan & Co
Mar 17, 2026 1:38 AM EDT

IN WITNESS WHEREOF this Deed of Adherence has been executed as a deed on the date first above written.

MANIPAL HEALTH ENTERPRISES PRIVATE LIMITED

By: 

Name: Sameer Agarwal

Title: Chief Financial Officer

MANIPAL HOSPITALS PRIVATE LIMITED

By: 

Name: Sameer Agarwal

Title: Director

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Dhananjay Sreeram
Khaitan & Co
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