



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka



e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

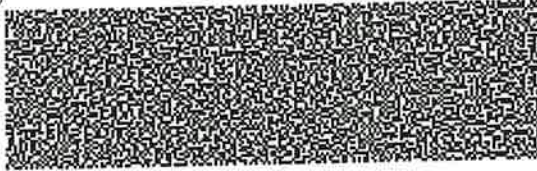
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

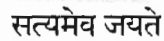
: IN-KA18105622960758Y
: 09-Jul-2026 04:17 PM
: NONACC (FI)/ kakscsa08/ JOGUPALYA/ KA-JY
: SUBIN-KAKAKSCSA0895953635188188Y
: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
: Article 5(J) Agreement (in any other cases)
: DEED OF ADHERENCE
: 0
: (Zero)
: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
: TPG SG MAGAZINE PTE LTD
: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
: 500
: (Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



Government of Karnataka



Certificate No.	: IN-KA18107348203763Y
Certificate Issued Date	: 09-Jul-2026 04:18 PM
Account Reference	: NONACC (FI)/ kakscsa08/ JOGUPALYA/ KA-JY
Unique Doc. Reference	: SUBIN-KAKAKSCSA0821071238057588Y
Purchased by	: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
Description of Document	: Article 22 Counter part or Duplicate
Property Description	: DEED OF ADHERENCE - COUNTERPART
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
Second Party	: TPG SG MAGAZINE PTE LTD
Stamp Duty Paid By	: MANIPAL RESEARCH AND MANAGEMENT SERVICES INTL
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)



Please write or type below this line

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

DEED OF ADHERENCE

This Deed of Adherence (“**Deed**”) is made on this 14th day of July, 2026 (“**Execution Date**”):

BETWEEN

MANIPAL RESEARCH & MANAGEMENT SERVICES INTERNATIONAL, a company incorporated under the laws of Mauritius with its registered office at 22, St. Georges Street, Port Louis, Mauritius, bearing permanent account number AAHCM8284C (hereinafter called the “**Covenantor**” which expression shall, unless contrary to the meaning or context thereof be deemed to include its successors and permitted assigns)

AND

TPG SG MAGAZINE PTE. LTD., a company incorporated in Singapore having its principal place of business at 83, Clemenceau Avenue, #11-01, UE Square, Singapore 239 920, bearing permanent account number AAJCT9465G (hereinafter referred to as the “**Transferor**”, which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

THIS DEED IS SUPPLEMENTAL to the shareholders’ agreement executed on April 06, 2023, read with the First Amendment to the Shareholder’s Agreement dated March 06, 2026, (collectively the “**Agreement**”) by and amongst the shareholders of Manipal Health Enterprises Limited (the “**Company**”).

NOW THEREFORE THIS DEED OF ADHERENCE WITNESSETH AS FOLLOWS:

In consideration of the Transferor having Transferred its Equity Securities to the Covenantor and in consideration of having agreed to such Transfer, the Covenantor hereby agrees and undertakes as follows:

1. The Covenantor hereby confirms that a copy of the Agreement and the articles of association of the Company have been made available to it and hereby covenants with the Company and the Relevant Shareholder to observe, perform and be bound by all the terms, obligations, and liabilities as stipulated in this Deed with effect from the date of Transfer of Equity Securities to the Covenantor and the Covenantor shall be deemed to be a Party to the Agreement.
2. On and from the date of consummation of the Transfer of the Equity Securities from the Transferor to the Covenantor, the Covenantor shall be considered to be a part of the “MGHS Group” under the Agreement, and all rights and obligations of each member of the MGHS Group shall apply and extend to the Covenantor. It is hereby clarified that the Transferor and the Covenantor shall exercise their rights and be subject to their obligations under the Agreement independently and accordingly, the Equity Securities transferred by the Transferor to the Covenantor will not be aggregated.
3. The Covenantor hereby covenants that it shall do nothing that derogates from the provisions of the Agreement or the articles of association of the Company.
4. The Company and the Relevant Shareholders shall be entitled to enforce the Agreement against the Covenantor.

5. The Covenantor understands that this Deed is in all respects supplemental to the Agreement and that at no time shall the provisions of this Deed or any other agreement among the parties to the Agreement, be used to contravene, derogate or detract from the same, unless the same is expressly provided in this Deed. In case of any inconsistency between the provisions of this Deed and the Agreement, the Agreement shall prevail.

6. For the purposes of Clause 18 of the Agreement, the address and number of the Covenantor are:

Covenantor:

Address: 22 St Georges Street, Port Louis, Mauritius

Email: srinivas@memgi.mu

With a copy to: karishma.moonesamy@memgi.mu

For the attention of: Mr. Srinivas Ranganathan

7. Capitalized term not defined in this Deed shall have the same meaning ascribed to the term under the Agreement.

8. The provisions of Clauses 19 (*Governing Law and Dispute Resolution*) and 22 (*Miscellaneous Provisions*) of the Agreement shall mutatis mutandis apply to this Deed and are deemed to be incorporated by reference in this Deed.

SIGNED AND DELIVERED for and on behalf of:

MANIPAL RESEARCH & MANAGEMENT SERVICES INTERNATIONAL



Name: Srinivas Ranganathan

Title: Director

This signature page forms an integral part of the deed of adherence executed between Manipal Research & Management Services International and TPG SG Magazine Pte. Ltd.

SIGNED AND DELIVERED for and on behalf of:

TPG SG Magazine Pte. Ltd.



Name: Zubin Irani

Title: Director

This signature page forms an integral part of the deed of adherence executed between Manipal Research & Management Services International and TPG SG Magazine Pte. Ltd.