भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 113478

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००२६
24 JUN 2026
सक्षम अधिकारी

श्री. विनायक जाधव

This Stamp Paper forms an integral part of Deed of Adherence between LEAP India Limited, Mr. Sunu Mathew and Mr. Akshat Mathew executed on 16th July, 2026 at Mumbai

THIS DEED OF ADHERENCE ("**Deed**") is made on the 16th.. day of July, 2026 BETWEEN:

(1) **LEAP INDIA LIMITED**, a company incorporated under the laws of India, having corporate identification number U74900MH2013PLC245166 and registered office at 14th Floor, Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra, India (the "**Company**");

(2) **MR. AKSHAT SUNU MATHEW**, son of Mr. Sunu Philip Mathew, aged 23 years, PAN GQCPM7214L, residing at 705, Silver Oak, Raheja Willows, Akurli Road, near Mahindra Gate-4, Kandivali (E), Mumbai 400101, Maharashtra, India (the "**New Shareholder**"); and

(3) **MR. SUNU P MATHEW**, an individual residing at 705, Silver Oak, Raheja Willows, Akurli Road, After Mahindra Gate Number 4, Lokhandwala Township, Kandivali East, Mumbai - 400101 (the "**Founder**").

WHEREAS:

(A) On the 29th day of November 2024, the Company and certain Shareholders of the Company entered into a Share Subscription cum Shareholders' Agreement (along with all amendments and supplements thereto (including as described in Recital B below) shall be referred to as the "**Share Subscription cum Shareholders' Agreement**" to which a form of this Deed is attached as **Schedule 6**.

(B) On August 22 2025, Matyas Possessions Private Limited, an Affiliate of the Founder ("**Matyas**") entered into with the Company and the Founder a Deed of Adherence to the Shareholders' Agreement ("**Matyas DoA**"). Subsequently, on August 28, 2025 the Company, the Founder, Matyas and the other shareholders of the Company entered into the Waiver cum Amendment Agreement to the Shareholders' Agreement ("**Waiver cum Amendment Agreement**").

(C) The New Shareholder has acquired 8,88,676 (eight lakh eighty-eight thousand six hundred and seventy-six) equity shares in the capital of the Company pursuant to the Gift Deed dated … July, 2026 between the Founder and the New Shareholder.

(D) In accordance with the Shareholders' Agreement, (a copy of which has been given to the New Shareholder) the New Shareholder, being an Affiliate of the Founder, has agreed to enter into this Deed to assume and be bound by the same rights, obligations, and benefits attributable under Shareholders' Agreement to the Founder (acting as a single block).

(E) The Company enters this Deed on behalf of itself and as agent for all the existing Shareholders of the Company.

NOW THIS DEED WITNESSES as follows:

1. Interpretation

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

2. Covenant

The New Shareholder hereby covenants to the Company and each of the Parties as trustee for all other Persons who are at present or who may hereafter become bound by the Shareholders'

Agreement, and to the Company itself to adhere to and be bound by the terms of the Shareholders' Agreement and comply with all the duties, burdens and obligations, as are applicable to the Founder under the Shareholders' Agreement and all documents expressed in writing to be supplemental or ancillary thereto. All restrictions, limitations, consequences and liabilities under the Shareholders' Agreement shall apply and extend to the New Shareholder as if it were the Founder.

3. Enforceability

Each Shareholder, who is party to the Shareholders' Agreement, and the Company shall be entitled to enforce the Shareholders' Agreement against the New Shareholder (as if it were the Founder), and the New Shareholder shall be entitled to all rights and benefits of the Founder, without duplication, whether with the rights and benefits of the Founder and/or that of Matyas (other than those that are non- assignable in accordance with the terms of the Shareholders' Agreement) under the Shareholders' Agreement and all documents expressed in writing to be supplemental or ancillary thereto.

4. Exercise of Rights as a Block

The New Shareholder, Matyas and the Founder shall be considered as, and shall exercise their rights collectively as, a single shareholder block for the purposes of the Shareholders' Agreement and Applicable Law, and any exercise of rights by the Founder shall be deemed to be an exercise of rights by all three of the New Shareholder, Matyas and the Founder jointly. There shall be no duplication of rights, benefits or remedies between the Founder, Matyas and the New Shareholder and their shareholding in the Company shall be aggregated for the purpose of computation of any of the limits or thresholds under the Shareholders' Agreement.

5. Compliance

The Founder agrees to and acknowledges the terms of this Deed of Adherence and agrees to procure compliance with the terms hereof by the Matyas.

6. Governing Law

This Deed of Adherence shall be governed by and construed in accordance with the Applicable Laws of India.

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

Signed and acknowledged by **MR. SUNU P MATHEW**

Signed for and behalf of **LEAP INDIA LIMITED**

Name: Sunu Mathew
Title: Managing Director and CEO

Signed and acknowledged by **MR. AKSHAT SUNU MATHEW**

Akshat S Mathew