THIS DEED OF ADHERENCE (this "**Deed**") is entered into on this 14th day of December, 2024

BY AND BETWEEN:

MADHURIMA INTERNATIONAL PRIVATE LIMITED, a company incorporated under the laws of India and having its registered office at 102, Maker Chamber III Nariman Point , Mumbai, Maharashtra, India - 400021 (hereinafter referred to as the "**Subscriber 6**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) of the **FIRST PART**;

LEAP INDIA PRIVATE LIMITED, a company incorporated under the laws of India, having corporate identification number U74900MH2013PTC245166 and registered office at 14th Floor, Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai 400063, Maharashtra, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

VERTICAL HOLDINGS II PTE. LTD., a company incorporated under the laws of Singapore and having its registered office at 12 Marina View, #11-01, Asia Square Tower 2, Singapore (018961) (hereinafter referred to as the "**Investor 1**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

KIA EBT SCHEME 3, an irrevocable, contributory and determinate trust established in India by KKR India Advisors Private Limited, represented by its trustee, Catalyst Trusteeship Limited having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411038, Maharashtra, India and corporate office at Unit No - 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013 (hereinafter referred to as the "**Investor 2**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

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 (hereinafter referred to as "**Founder**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include his successors and permitted assigns) of the **FIFTH PART**.

WHEREAS:

A. The Company, the Investors (*as defined in the SSHA*) being Investor 1 and Investor 2, the Founder and the Subscribers (*as defined in the SSHA*) have executed a share subscription cum shareholders' agreement dated November 29, 2024 (the "**SSHA**").

B. The Company, the Founder, the Investors and Subscriber 6 are executing this Deed to record their understanding and agreement regarding: (i) terms and conditions governing the subscription of Subscriber 6 Subscription Securities (*as defined below*) by Subscriber 6; and (ii) the rights and obligations of Subscriber 6 as a Shareholder of the Company.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Definitions and Interpretation**

1.1. Unless otherwise defined in this Deed, the following capitalised terms shall have the meaning ascribed to such term under this Clause 1.1:

"**Subscriber 6 Subscription Amount**" shall mean INR 50,00,00,000 (Indian Rupees Fifty Crores);

"**Subscriber 6 Subscription Securities**" shall mean 12,50,000 Series I CCPS;

1.2. Capitalized terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meaning ascribed thereto in the SSHA.

2. **Terms of Adherence**

2.1. The Subscriber 6 is entering into this Deed in accordance with clause 2.3 of the SSHA, and for the purposes of clause 2.3 of the SSHA, Subscriber 6 Subscription Securities and Subscriber 6 shall be deemed to be 'New Securities' and 'New Subscriber', respectively.

2.2. Subscriber 6 hereby acknowledges that it has received, read, and understood the SSHA and the Articles.

2.3. Subscriber 6 hereby agrees, undertakes, and covenants with the Company and each other party to the SSHA that with effect from the date of execution of this Deed, it shall adhere to and be bound by and act in accordance with the SSHA and the Articles.

2.4. Subscriber 6 shall be considered a 'Subscriber' for the purposes of the SSHA, and save and except as set out under Clause 2.6 below, Subscriber 6 shall have the same rights and be bound by the same duties, obligations and restrictions, as are applicable to the 'Subscribers' under the SSHA.

2.5. In respect of Subscriber 6, all references to: (i) 'Subscription Amount' under the SSHA shall be deemed to refer to the Subscriber 6 Subscription Amount; and (ii) 'Subscription Securities' under the SSHA shall be deemed to refer to the Subscriber 6 Subscription Securities.

2.6. Subscriber 6 hereby covenants that it shall do nothing that derogates from the provisions of the SSHA and the Articles.

2.7. For the avoidance of doubt: (i) the MIS shared with Subscriber 6 pursuant to clause 10.1 (a) of the SSHA, shall contain adequate information with respect to key performance indicators of the Company; and (ii) the Subscriber 6 shall not be considered a 'subscriber to the memorandum of association' of the Company for the purposes of Companies Act, 2013.

2.8. The representations and warranties as set out in clauses 5.2(e), (f), (g), (j) and (k) of the SSHA shall, mutatis mutandis, apply to Subscriber 6, and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2.9. The representations and warranties of the Company as set out in clause 5.1 of the SSHA shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2.10. This Deed is made for the benefit of: (a) the original Parties to the SSHA and (b) any other Person or Persons who after the date of the SSHA (and whether or not prior to or after the date of this Deed) adhere to the SSHA.

2.11. Within 15 (Fifteen) calendar days of consummation of Closing in respect of all Subscribing Entities, the Company shall amend the Articles to incorporate the provisions of the SSHA as supplemented by this Deed and any other deed of adherence executed pursuant to clause 2.3 of the SSHA.

2.12. The Company undertakes to provide an executed copy of this Deed to all Parties to the SSHA.

3. Incorporation of Provisions of the SSHA

3.1. This Deed is supplemental to the SSHA and the provisions of Clause 1 (*Definitions and Interpretation*) and Clause 12 (*Miscellaneous*) of the SSHA shall apply mutatis mutandis to this Deed and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

4. Representations and Warranties

4.1. Subscriber 6 represents and warrants to the Company that:

(a) it is duly incorporated or organized, solvent and existing under the laws of the jurisdiction of its incorporation or organization;

(b) it has all requisite power, capacity, and authority to: (i) enter into, deliver and perform this Deed; and (ii) consummate the transactions contemplated under this Deed;

(c) this Deed constitutes its legal, valid, and binding obligations, enforceable against it in accordance with its terms;

(d) the execution, delivery, and performance of this Deed by it, will not conflict with, violate, result in or constitute a breach of, or a default under: (i) any Applicable Law by which it is bound; (ii) any order, judgment or decree of any Governmental Authority by which it is bound; or (iii) its charter documents.

(e) the execution, delivery and performance by it and (when executed) does not require any intimation to or approval from any Governmental Authority or any third parties;

(f) there are no actions or orders pending against it which would reasonably be expected to adversely affect its ability to duly perform this Deed.

5. **Notices to Subscriber 6**

5.1. The details of Subscriber 6 for the purpose of receiving the notices under the SSHA is as under:

Address : 102, Maker Chamber III Nariman Point , Mumbai, Maharashtra, India – 400021.
Email : narayanan@sekhsaria.com
Attn : Mr. Narayanan Venkitraman, Director

6. **Interpretation**

(i) This Deed shall be read together with the SSHA and all provisions of the SSHA shall continue to be in full force and effect in accordance with the terms thereof. In case of any inconsistency between the terms of the SSHA and this Deed, the terms of this Deed shall prevail in respect of the subject matter hereof.

(ii) In respect of Subscriber 6, 'Execution Date' (*as defined in the SSHA*) shall mean to refer to the date of execution of this Deed, and all provisions of the SSHA shall become effective and binding in respect of Subscriber 6, as of the date of execution of this Deed provided however that clauses 6, 7, 8 and 9 of the SSHA shall be effective on the Closing Date.

(iii) All references to 'Agreement' in the SSHA shall mean to refer to the SSHA as supplemented by this Deed and any other deed of adherence executed pursuant to clause 2.3 of the SSHA.

7. Governing Law and Exclusive Jurisdiction

(i) This Deed and the SSHA shall be governed in accordance with the laws of India.

(ii) Subject to clause 12.4 of the SSHA, the courts at Mumbai, India shall have exclusive jurisdiction over any legal action or proceeding arising out of, relating to or in connection with this Deed and/or the SSHA.

8. Entire Agreement

This Deed, the SSHA and each document referred to in the foregoing constitute the entire agreement between the Subscriber 6, the Investors, the Founder and the Company relating to the subject matter hereof.

IN WITNESS WHEREOF, this Deed has been executed on the day and year first above written.

Signed for and on behalf of **MADHURIMA INTERNATIONAL PRIVATE LIMITED**

Name: Narayanan Venkitraman
Designation: Director

IN WITNESS WHEREOF, this Deed has been executed on the day and year first above written.

Signed and acknowledged by **SUNU P MATHEW**

Signature Page to the Deed of Adherence to the Share Subscription cum Shareholders' Agreement dated November 29, 2024, executed by and between LEAP India Private Limited, Madhurima International Private Limited, Vertical Holdings II Pte. Ltd., Catalyst Trusteeship Limited (in its capacity as the trustee of KIA EBT Scheme 3) and Sunu P Mathew.

IN WITNESS WHEREOF, this Deed has been executed on the day and year first above written.

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

Name: Sunu Mathew

Designation: CEO & Managing Director

Signature Page to the Deed of Adherence to the Share Subscription cum Shareholders' Agreement dated November 29, 2024, executed by and between LEAP India Private Limited, Madhurima International Private Limited, Vertical Holdings II Pte. Ltd., Catalyst Trusteeship Limited (in its capacity as the trustee of KIA EBT Scheme 3) and Sunu P Mathew.

IN WITNESS WHEREOF, this Deed has been executed on the day and year first above written.

Signed for and on behalf of **CATALYST TRUSTEESHIP LIMITED**, (*in its capacity as the trustee of* ***KIA EBT SCHEME 3***)

PChothe

CATALYST TRUSTEESHIP LIMITED

Name: Mr, Prashant Chothe

Designation: Authorised Signatory

IN WITNESS WHEREOF, this Deed has been executed on the day and year first above written.

Signed for and on behalf of **VERTICAL HOLDINGS II PTE. LTD.**

Name: GOH PING HAO
Designation: DIRECTOR

Signature Page to the Deed of Adherence to the Share Subscription cum Shareholders' Agreement dated November 29, 2024, executed by and between LEAP India Private Limited, Madhurima International Private Limited, Vertical Holdings II Pte. Ltd., Catalyst Trusteeship Limited (in its capacity as the trustee of KIA EBT Scheme 3) and Sunu P Mathew.