महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

19431837108744

Bank/Branch: PNB/KANDIVALI (E)(3985)
Pmt Txn id : 261224M292685
Pmt DtTime : 26-12-2024@11:33:16
ChallanIdNo: 03006172024122450443
District : 7101/MUMBAI

Stationery No: 19431837108744
Print DtTime: 26-12-2024@15:44:08
GRAS GRN : MH013199802202425S
Office Name : IGR182/BOM1_MUMBAI CITY 1

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 2,01,000/-(Rs Two, Zero One, Zero Zero Zero only)

RgnFee Schm:
RgnFee Amt :

Article : 5(h) (A) (iv)/Agreement creation right and having monetary value
Prop Mvblty: N.A
Consideration: R 10,00,00,000/-
Prop Descr : 14TH FLOOR,COMMERZ,OBEROI GARDEN,CITYYOSHODDAMGOREGOAN,MUMBAI,Maharashtra

Duty Payer: (PAN-AACCL5087B) LEAP INDIA PRIVATE LIMITED
Other Party: (PAN-ALLPS8975N) Dhimal Shaileshbhai Sanghvi

Bank official1 Name & Signature

Bank official2 Name & Signature
--- --- Space for customer/office use - - - Please write below this line --- ---

1993/13

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

THIS DEED OF ADHERENCE (this "**Deed**") is entered into on this 27 day of December, 2024 ("**Execution Date**")

BY:

MR. DHIMAL SHAILESHBHAI SANGHVI, an individual residing at Flat No-102, Nirmal Jyoti Apartment, Jalaram Society, Behind Haria Hospital, G.I.D.C. Vapi, Pardi, Valsad, Gujarat - 396195 (hereinafter referred to as the "**Subscriber 8**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, successors, and permitted assigns).

WHEREAS:

A. LEAP India Private Limited ("**Company**"), the Investors (*as defined in the SSHA*), the Founder (*as defined in the SSHA*) 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 and Subscriber 8 are executing this Deed to record their understanding and agreement regarding: (i) terms and conditions governing the subscription of Subscriber 8 Subscription Securities (*as defined below*) by Subscriber 8; and (ii) the rights and obligations of Subscriber 8 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 8 Subscription Amount**" shall mean INR 10,00,00,000 (Indian Rupees Ten Crore);

"**Subscriber 8 Subscription Securities**" shall mean 2,50,000 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. Subscriber 8 hereby acknowledges that it has received, read, and understood the SSHA and the Articles.

2.2. Subscriber 8 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.

2.3. Subscriber 8 shall be considered a 'Subscriber' for the purposes of the SSHA, and save and except as set out under Clause 2.6 below, Subscriber 8 shall have the same rights and be bound by the same duties, obligations and restrictions, as are applicable to the 'Subscribers' under the SSHA.

2.4. In respect of Subscriber 8, all references to: (i) 'Subscription Amount' under the SSHA shall be deemed to refer to the Subscriber 8 Subscription Amount; and (ii) 'Subscription Securities' under the SSHA shall be deemed to refer to the Subscriber 8 Subscription Securities.

2.5. Subscriber 8 hereby covenants that it shall do nothing that derogates from the provisions of the SSHA and the Articles.

2.6. Notwithstanding anything contained in this Deed, Subscriber 8 acknowledges and agrees that Subscriber 8 shall not have, and the Company shall not be required to provide to Subscriber 8, the information right as set out in clause 10.1(a) of the SSHA.

2.7. 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 8, and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

2.8. 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.

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 8 represents and warrants to the Company that:

(a) he 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;

(b) this Deed constitutes his legal, valid, and binding obligations, enforceable against him in accordance with its terms;

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

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

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

5. **Notices to Subscriber 8**

5.1. The details of Subscriber 8 for the purpose of receiving the notices under the SSHA is as under:

Address : Flat No-102, Nirmal Jyoti Apartment, Jalaram Society, Behind Haria Hospital, G.I.D.C. Vapi, Pardi, Valsad, Gujarat - 396195
Email : kemywood@rediffmail.com

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) This Deed shall be effective from the Execution Date. It is hereby clarified that the provisions contained in clauses 6, 7, 8 and 9 of the SSHA shall be effective on the Closing Date.

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

Signed and acknowledged by **MR. DHIMAL SHAILESHBHAI SANGHVI**

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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**

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Name: Sunu mathew

Designation: CEO & Managing Director