This Proof-Of-Payment is for obtaining E-SBTR from the selected branch

e-SBTR-Cyber Receipt

GRN NUMBER:		MH007482034202526S
GRN Received Date:		20250822124523
Bank CIN:		69103332025082250697
CIN Date :		22-08-2025 12:45:22
Payment Reference Number :		761449791
Stamp Duty Amount-	0030045501-75	1500.00
Registration Fees Amount-	0030063301-70	0.00
Total :		**1500.00**
Total Amount (In Words):		One Thousand Five Hundred Zero Paise only
District :		7101-MUMBAI
Office Name :		IGR182-BOM1_MUMBAI CITY 1 SUB REGISTRAR
Branch Name:		Lower Parel [West](187)
Financial Year :		2025-2026
Duty Payer Party Name :		Matyas Possessiones Private Limited
Duty Payer ID :		PAN-AATCM6674L
Article Code :		5(h)(B)(vi)--Agreement-if not otherwaise provided for
Consideration Amount :		1
Property Area :		0.00
Moveability :		NA
Other Payer Party Name :		Sunu P Mathew and Other
Other Payer Party Id :		PAN-AHSPM4735H

THIS DEED OF ADHERENCE ("**Deed**") is made on the 22nd day of August, 2025 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) **MATYAS POSSESSIONES PRIVATE LIMITED**, a company validly existing the Companies Act, 2013, with corporate identification number U47990MH2025PTC453436 and having its registered and corporate office at 705, Silver Oak, Raheja, Willows CHSL, Lokhandwala, Kandivali East, Kandivali East, Mumbai- 400101, Maharashtra (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 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 shall be referred to as the "**Shareholders' Agreement**") to which a form of this Deed is attached as **Schedule 6**.

(B) The New Shareholder has acquired 3,03,152 (three lakh three thousand one hundred fifty two) equity shares in the capital of the Company pursuant to the share purchase agreement dated August 6, 2025 between Sixth Sense India Opportunities III and the New Shareholder.

(C) 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).

(D) 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 (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 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 both the New Shareholder and the Founder jointly. There shall be no duplication of rights, benefits or remedies between the Founder 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. 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**

Name: Sunu Mathew

Signed for and behalf of **MATYAS POSSESSIONES PRIVATE LIMITED**

Name: Sunu Mathew

Title: Director

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

Name: Sunu Mathew

Title: Managing Director and CEO