भारतीय गैर न्यायिक
भारत INDIA
रु. 500
FIVE HUNDRED RUPEES
पाँच सौ रुपये
Rs. 500
सत्यमेव जयते
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EF 880375

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. 800099
17 NOV 2025
सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

This Stamp paper forms an integral part of the Deed of Adherence executed between LEAP India Limited (formerly known as LEAP India Private Limited) and Ms. Vasudha Dudani and Ms. Madhu Jain executed on 26th November, 2025 at Mumbai.

THIS DEED OF ADHERENCE ("**Deed**") is made on the 26th day of November 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) **MS. VASUDHA DUDANI**, an individual residing at V-7/2, Lane 2, Jaypee Greens, Greater Noida, UP- 201310 (the "**New Shareholder**"); and

(3) **MS. MADHU JAIN,** an individual residing at V-7/2, Lane 2, Jaypee Greens, Greater Noida, UP- 201310 ("the Old shareholder").

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 shall be referred to as the "**Shareholders' Agreement**") to which a form of this Deed is attached as **Schedule 6**.

(B) The New Shareholder wishes to have Transferred to her 50,000 Series I Compulsory Convertible Preference Shares and 41,357 Series K Compulsory Convertible Preference Shares in the capital of the Company from the Old shareholder, and in accordance with the Shareholders' Agreement (a copy of which has been given to the New Shareholder) has agreed to enter into this Deed

(C) 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 of the Old Shareholder 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 Shareholders as if they were the Old Shareholder.

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, and the New Shareholder shall be entitled to all rights and benefits of the Old Shareholder 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. 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 for and on behalf of LEAP India Limited

Name: Sunu Mathew

Title: Managing Director and CEO

Signed and acknowledged by **MS. VASUDHA DUDANI**

Vdudani

Name: **MS. VASUDHA DUDANI**

Signed and acknowledged by **MS. MADHU JAIN**

Name: **MS. MADHU JAIN**