भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EF 880376

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 Mr. Ramesh Keshavji Shah and Mr. Dhimal Shaileshbhai Sanghavi and 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) **MR. RAMESH KESHAVJI SHAH**, an individual residing at Puspkunj Plot No 354, Gunjan, Opp Upasana School Vapi, Pardi, Valsad, Gujarat 396195 (the "**New Shareholder 1**") and **MR. HARJINDERSINGH SARNA,** an individual residing at 311/1 Sarna House Saurabh Soc., Near Jungan Cinema, GIDC Vapi, Pardi, Valsad, Gujarat 396195 (the "**New Shareholder 2**"); (Collectively referred as ("the "**New Shareholders**") and

(3) **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 ("the **Old Shareholder**")

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 1 wishes to have transferred to him 19,000 Series I Compulsory Convertible Preference Shares and 15,716 Series K Compulsory Convertible Preference Shares in the capital of the Company from the old shareholder, and The New Shareholder 2 wishes to have transferred to him 30,000 Series I Compulsory Convertible Preference Shares and 24,814 Series K Compulsory Convertible Preference Shares in the capital of the Company from the Old shareholder in accordance with the Shareholders' Agreement (a copy of which has been given to the New Shareholders) 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 Shareholders 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 Shareholders, and the New Shareholders 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. Exercise of Rights as a Block

The New Shareholders and the Old Shareholder 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 Old Shareholder shall be deemed to be an exercise of rights by both the New Shareholders and the Old Shareholder jointly. There shall be no duplication of rights, benefits or remedies between the Old Shareholder and the New Shareholders 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 for and on behalf of LEAP India Limited

Name: Sunu Mathew

Title: Managing Director and CEO

Signed and acknowledged by **MR. RAMESH KESHAVJI SHAH**

RKShah

Name: **MR. RAMESH KESHAVJI SHAH**

Signed and acknowledged by **MR. HARJINDERSINGH SARNA**

Name: **MR. HARJINDERSINGH SARNA**

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

Name: **MR. DHIMAL SANGHVI**