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

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ CB 422340

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९
24 AUG 2023
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

504

परिशिष्ट - २ Annexure - II

दस्ताचा प्रकार/Nature of Document	AGREEMENT	
मुद्रांक विक्री नोंद वही अनु. क्रमांक/ दिनांक		1 SEP 2023
दस्त नोंदणी करणार आहेत का ?	YES/NO	
मिळकतीचे थोडक्यात वर्णन	LEAP INDIA PVT. LTD. 302, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Nagar, Kandivali (East), Mumbai- 400101.	
मुद्रांक विकत घेणाऱ्याचे नाव		
दुसरे असल्यास त्याचे नाव व पत्ता		
दुसऱ्या पक्षकाराचे नाव	Vertical Holdings II Pte Ltd	
मुद्रांक शुल्क रक्कम		
मुद्रांक विकत घेणाऱ्याची सही		
मुद्रांक विक्रेत्याची सही		

परवाना क्रमांक : ८०००००९

मुद्रांक विक्रेते नाव/पत्ता : ज्योती बी. दुआ

६, कोंडाजी बिल्डिंग नं. ३, वाडिया हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2023 ◑ CB 422341

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००० ९
24 AUG 2023
सक्षम अधिकारी

श्रीम. एल. एस. सांगळे

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जोडपत्र - २ Annexure - II

दस्ताचा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोंद वही अनु. क्रमांक/दिनांक	- 1 SEP 2023
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन -	LEAP INDIA PVT. LTD.
मुद्रांक विकत घेणाऱ्याचे नाव	302, Ruby Crescent Business Boulevard, Above Axis Bank, Ashok Nagar, Kandivali (East), Mumbai- 400101.
हस्ते असल्यास त्यांचे नाव व पत्ता	
दुसऱ्या पक्षकाराचे नाव	Vertical Holdings II Pte Ltd.
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८००००१

मुद्रांक विक्रेते नाव/पत्ता : ज्योती बी. दुआ

६, कोंडाजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

AMENDMENT AND ADHERENCE AGREEMENT

This Amendment and Adherence Agreement ("**Amendment Agreement**") is executed on this 12th day of September, 2023 ("**Amendment Execution Date**"), at Mumbai, India, by and amongst:

1. **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);

2. **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 office at Windsor, 6th Floor, Office No. 604, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098, Maharashtra, India (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);

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 (hereinafter referred to as the "**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); **AND**

4. **LEAP India Private Limited**, a company incorporated under the laws of India having CIN U74900MH2013PTC245166 and its registered office at Office #302, 3rd Floor, Ruby Crescent Business Boulevard, Ashok Nagar, Kandivali East, Mumbai, Maharashtra – 400101 (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its, successors and its permitted assigns).

Investor 1, Investor 2, Founder, and Company are hereinafter collectively referred to as "**Parties**" and each a "**Party**".

WHEREAS:

1. Investor 1, Investor 2, Company, Founder and Packaging Holding LLP have entered into a Share Subscription and Purchase Agreement dated August 2, 2023, as amended from time to time (collectively, the "**SSPA**"). Investor 1, Company and Founder have also entered into a Shareholders' Agreement dated August 2, 2023 ("**SHA**").

2. In light of the revised understanding and discussion between the Parties, it has now been agreed that Investor 1 shall undertake the transactions contemplated under the SSPA, along with Investor 2.

3. The Parties now wish to amend the SHA on account of the foregoing, as well as to introduce Investor 2 as a party thereto, and are entering into this Amendment Agreement to record the terms and conditions in respect of such arrangements (including the terms governing their relationship as Shareholders of the Company on and from the Effective Date).

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties hereby agree as follows:

1. **Definitions and Interpretation**: All capitalized terms used but not defined in this Amendment Agreement shall have the meaning ascribed to such terms under the SHA. Provisions of Clause 1.2 of the SHA shall apply *mutatis mutandis* to this Amendment Agreement.

2. **Amendments to the SHA**: On and from the Amendment Execution Date:

   a) references to the term 'Party(ies)' shall include the Investor 2;

   b) references to the term 'Investor' in the SHA, shall stand revised to refer to the term 'Investor 1 and Investor 2 (acting jointly as a block, through Investor 1)', other than with respect to the definitions of the terms 'Major Shareholders' SPA', 'Schroders SPA', 'Minority Shareholders' SPA';

   c) references to the term 'Investor' in the definitions of the terms 'Major Shareholders' SPA', 'Schroders SPA', 'Minority Shareholders' SPA' shall stand revised to refer to the term 'Investor 1';

   d) **Part B** of **Schedule 1** of the SHA shall be deleted in its entirety and be replaced with the following:

PART B

SHAREHOLDING PATTERN OF THE COMPANY AS OF THE EFFECTIVE DATE

The shareholding pattern of the Company on a Fully Diluted Basis, as on the Effective Date, is as set out below:

Sr. No.	***Name of the Shareholder***	***Number of Shares***	***Shareholding on a fully diluted basis (%)***
1.	*Mr. Sunu Mathew*	*23,609,800*	*20.30%*
2.	*Vertical Holdings II Pte. Ltd.*	*90,303,651*	*77.65%*
3.	*KIA EBT Scheme 3*	*54,463*	*0.05%*
4.	*Suresh Kumar Sood*	*1,156,498*	*0.99%*
5.	*ESOP*	*1,169,487*	*1.01%*
	Total	***116,293,899***	***100.00%***

   e) after Clause 23.18 (*Certain Value Added Activities*), a new Clause 23.19 (*Exercise of Rights as a Block*) shall be inserted in the SHA:

Clause 23.19 (Exercise of Rights as a Block)

Investor 1 and Investor 2 shall be considered as, and shall exercise their rights collectively as, a single shareholder block for the purposes of this Agreement, and any exercise of rights by Investor 1 shall be deemed to be an exercise of rights by both Investor 1 and Investor 2 jointly.

3. **Adherence by Investor 2:** The Parties hereby agree that, on and from the Amendment Execution Date, Investor 2 shall be considered a party to the SHA, and shall assume rights,

benefits, obligations and liabilities of the 'Investor' under the SHA jointly with Investor 1, as if Investor 2 was an original party thereto, and named thereunder as 'Investor 2'.

4. **Notices**:

Notice related details of Investor 2 for the purposes of 23.15 of the SHA are provided below:

Investor 2

Name:	Catalyst Trusteeship Limited
Address:	910-911, 9th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi 110001
Attention:	Ms. Kalyani Pandey, Compliance Officer
Email:	ComplianceCTL-Mumbai@ctltrustee.com

5. **Representations and Warranties**:

Each Party, severally (and not jointly or jointly and severally), represents and warrants to each of the other Parties as of the Execution Date and as of the Effective Date that:

(a) such Party, if it is not a natural Person, is duly incorporated or organized, solvent and existing under the laws of the jurisdiction of its incorporation or organisation and has full power to conduct its business as conducted at the Execution Date;

(b) such Party has the full power and authority to enter into, execute and deliver this Amendment Agreement and to perform the transactions contemplated hereby;

(c) the execution and delivery by such Party of this Amendment Agreement and the performance by such Party of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party;

(d) this Amendment Agreement has been duly executed and delivered by such Party and, assuming the due authorisation, execution and delivery by the other parties hereof, constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

(e) the execution, delivery, and performance of this Amendment Agreement such Party and the consummation of the transactions contemplated hereby do not and will not:

(i) violate any provision of its Charter Documents (if it is not a natural person);
(ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (with notice or lapse of time or both) a default under or entitle any counterparty to terminate, modify or otherwise cancel, any material contract to which such Party is a party or by which such Party's assets are bound;
(iii) violate any Order against, or binding upon, such Party or upon its respective securities, properties or businesses; or
(iv) violate any Applicable Law;

(f) the execution, delivery and performance by such Party of this Amendment Agreement does not require any intimation to or Approval from any Governmental Authority or any third parties (other than as specifically provided under this Amendment Agreement); and

(g) there are no Actions or Orders pending against such Party which would reasonably be expected to adversely affect such Party's ability to duly perform this Amendment Agreement or the enforceability of this Amendment Agreement against such Party.

6. **Governing Law and Dispute Resolution**:

Provisions of Clause 21 and Clause 22 of the SHA shall apply *mutatis mutandis* to this Amendment Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

7. **Miscellaneous**: Provisions of Clause 23 of the SHA shall apply *mutatis mutandis* to this Amendment Agreement and shall be deemed to be incorporated herein by reference as if the same were reproduced herein.

8. This Amendment Agreement shall be terminated automatically upon the termination of the SHA in accordance with the terms thereof. The Parties agree that notwithstanding anything to the contrary contained in the SHA: (a) this Amendment Agreement shall be deemed to be a Transaction Document under the SHA; and (b) in case of any inconsistency or conflict between the SHA and this Amendment Agreement, this Amendment Agreement shall prevail solely in respect of the matters expressly set out herein.

(*signature pages follow*)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT AND ADHERENCE AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **VERTICAL HOLDINGS II PTE. LTD.**

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT AND ADHERENCE AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

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

CATALYST TRUSTEESHIP LIMITED

AP

Name: Abhijit Pardeshi

Designation: Authorised Signatory

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MR. SUNU P. MATHEW**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE W RITTEN

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