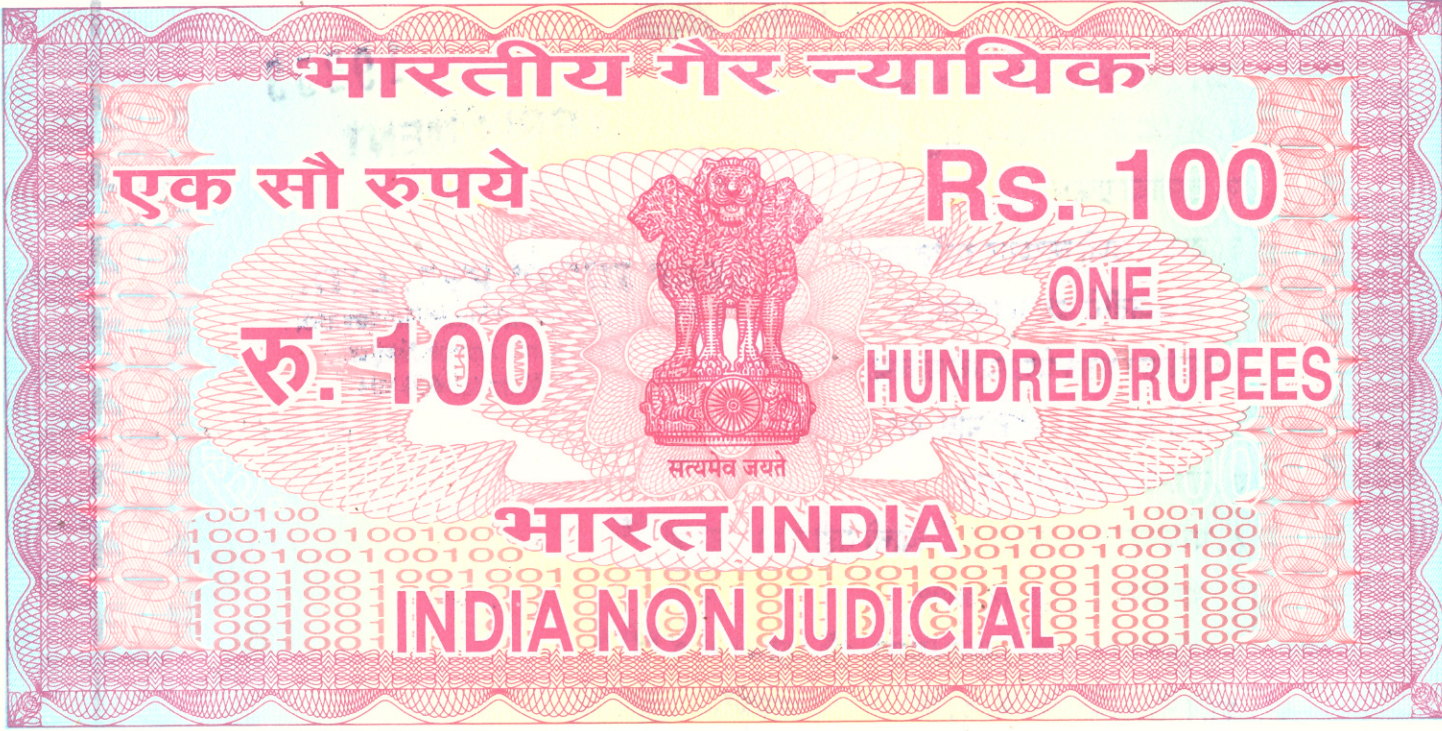




महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९
- 5 SEP 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

20 SEP 2020

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जाडपत्र-२ / Annexure

AGREEMENT

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / १२४

२. दस्ताचा प्रकार

३. दस्त नोंदणी करणार आहेत का ?

४. मिळकतीचे थोडक्यात वर्णन

५. मुद्रांक विक्री घेणाऱ्याचे नाव व पत्ता

६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही

७. दुसऱ्या पक्षकाराचे नाव

८. परवानाधारक मुद्रांक विक्रीत्याची सही व परवाना क्रमांक

परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता : श्री. कांचन इन्डिया प्रॉपर्टी

शॉप नं. २, बिल्डिंग बं. ४, कोल्हापूर, कोल्हापूर,

सा. जवाहर मंदिराजवळ, खे. कोल्हापूर,

वांद्रा (पूर्व), मुंबई - ४०० ००२.

त्या कारणासाठी ज्याची मुद्रांक खरेदी केली त्यांनी त्याच

मुद्रांक खरेदी केल्यामुळे व पहिल्यात वापरणे बंधनकारक आहे

फोन नं. 7202610509

LEAP INDIA PVT. LTD.

302, Ruby Crescent Business Boulevard,

Above Axis Bank, Ashok Nagar,

Kandivalli (E), Mumbai-400 101

Sonu Mathew

DEED OF ADHERENCE

This DEED OF ADHERENCE (“**Deed**”) is made on the 20th day of September, 2023 between:

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);

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);

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 “**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

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 – 400 101 (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 permitted assigns).

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

WHEREAS:

- (A) Investor 1, Investor 2, Founder and the Company have entered into a shareholders’ agreement, dated August 2, 2023, as amended (“**SHA**”) setting out their rights and obligations as shareholders in the Company. Investor 1, Investor 2 and the Founder have also executed a letter agreement on August 2, 2023, as amended (“**Letter Agreement**”).
- (B) The Parties are now entering into this Deed to add the Company as a ‘Party’ to the Letter Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Letter Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

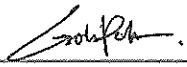
- 1. The Company hereby covenants to the other Parties to this Deed that it shall adhere to and be bound by the terms of this Deed and comply with all provisions thereof (as applicable to it).
- 2. Investor 1 and Investor 2 shall be entitled to enforce the Letter Agreement against the Company in accordance with the terms thereof as if the Company were an original party thereto.
- 3. Provisions of Clause 21 and Clause 22 of the SHA shall apply *mutatis mutandis* to this Deed and shall be deemed to be incorporated herein by reference as if the same were reproduced

herein.

(signature pages follow)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED 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.**



IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED 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*)

For CATALYST TRUSTEESHIP LIMITED

AK

Authorised Signatory

Name:

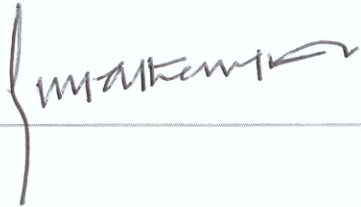
Abhijit Pardeshi

Designation:

Manager

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DEED 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 DEED 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 LEAP INDIA PRIVATE LIMITED



