भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑

FB 113477

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र.८००००२६
24 JUN 2026
सक्षम अधिकारी

श्री. विनायक जाधव

This Stamp Paper forms an integral part of Deed of Adherence between LEAP India Limited, Mr. Sunu Mathew and Mr. Akshat Mathew executed on 16th July, 2026 at Mumbai

THIS DEED OF ADHERENCE ("**Deed**") is made on the .16th day of July, 2026 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. AKSHAT SUNU MATHEW,** son of Mr. Sunu Philip Mathew, aged 23 years, PAN GQCPM7214L, residing at 705, Silver Oak, Raheja Willows, Akurli Road, near Mahindra Gate-4, Kandivali (E), Mumbai 400101, Maharashtra, India (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) The Company and the Founder entered into a Shareholders' Agreement with Vertical Holdings II Pte. Ltd. ("**Investor**") dated August 02, 2023 ("**Original SHA**") along with a letter agreement dated August 02, 2023 ("**Original Letter Agreement**"). Thereafter, the Founder, the Company and the Investor entered into a deed of amendment and adherence with the KIA EBT Scheme 3 (represented by its trustee, Catalyst Trusteeship Limited) ("**Investor 2**") to the Original SHA dated September 12, 2023 ("**DoAA**") along with an amendment agreement to the Original Letter Agreement dated September 12, 2023 ("**First Letter Amendment**"). The Company, the Founder, the Investor and Investor 2, thereafter also entered into a letter agreement to the Original SHA dated November 29, 2024 ("**Second Letter Amendment**"). On August 22 2025, Matyas Possessions Private Limited, an Affiliate of the Founder ("**Matyas**") entered into with the Company and the Founder a Deed of Adherence to the Original SHA, as amended or supplemented by way of the DoAA, Original Letter Agreement, First Letter Amendment and the Second Letter Amendment ("**Matyas DoA**"). Subsequently, on August 28, 2025 the Company, the Founder, the Investor, Investor 2 and Matyas entered into the Waiver cum Amendment Agreement to the Original SHA as amended or supplemented by way of the DoAA, Original Letter Agreement, First Letter Amendment, the Second Letter Amendment and the Matyas DoA ("**Waiver cum Amendment Agreement**").

(B) The Original SHA as amended or supplemented by way of the DoAA, Original Letter Agreement, First Letter Amendment, the Second Letter Amendment, the Matyas DoA and the Waiver cum Amendment Agreement, along with all amendments and supplements thereto shall be referred to as the "**Shareholders' Agreement**". This Deed is attached as **Schedule 3** to the Shareholders' Agreement.

(C) The New Shareholder has acquired 8,88,676 (eight lakh eighty-eight thousand six hundred and seventy-six) equity shares in the capital of the Company pursuant to the Gift Deed dated [●] between the Founder and the New Shareholder.

(D) 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).

(E) 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 (except to the extent it is discharged from such obligations in terms of 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 existing Shareholder 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, whether with the rights and benefits of the Founder and/or that of Matyas (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, Matyas 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 all three of the New Shareholder, Matyas and the Founder jointly. There shall be no duplication of rights, benefits or remedies between the Founder, Matyas 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. **Compliance**

The Founder agrees to and acknowledges the terms of this Deed and agrees to procure compliance with the terms hereof by the Matyas.

6. **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**

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

Name: Sunu Mathew
Title: Managing Director and CEO

LEAP INDIA LTD.
LEAP

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

Akshat S Mathew