KIA EBT SCHEME 3
GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Kothrud, Pune – 411 038, Maharashtra, India

CONSENT FROM THE SELLING SHAREHOLDER

Date: July 28, 2026

To,

The Board of Directors
LEAP India Limited
14th Floor, Commerz, International Business Park,
Oberoi Garden City, Off Western Express Highway,
Goregaon (East), Mumbai 400 063,
Maharashtra, India

Dear Sir, Madam,

Sub: Proposed initial public offering of equity shares bearing face value ₹ 1 each (the "Equity Shares", and such offering, the "Offer") of LEAP India Limited (the "Company")

We, Catalyst Trusteeship Limited ("**Trustee**") acting in our capacity as a trustee of KIA EBT Scheme 3, a scheme of an irrevocable, contributory and determinate trust established in India by KKR India Advisors Private Limited ("**Settlor**"), and formed pursuant to the Fourth Amendment dated August 25, 2023 to the Indenture of Trust dated June 18, 2021 by and between the Settlor and the Trustee (as amended from time to time) ("**Trust Deed**") in accordance with the Indian Trusts Act, 1882 (the "**KIA EBT Scheme 3**"), having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune – 411038, Maharashtra, India and corporate office at Unit No - 901, 9th Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai – 400013, hold 2,09,332 Equity Shares (on an as converted basis).

It is hereby clarified that all references to "we" or "us" or "our" in this certificate shall mean KIA EBT Scheme 3.

We have been informed by the Company that it is proposing to undertake the Offer through an offer for sale of Equity Shares in accordance with the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**"), the Companies Act, 2013, as amended and rules made thereunder and other applicable laws.

Consents

We hereby consent to the inclusion of up to such number of Equity Shares, the aggregate value of which is equivalent to ₹ 13.77 million, on the basis of the price per equity share discovered through the Offer held by us in the Company (the "**Offered Shares**") as part of the Offer, subject to the terms of the Offer, as mentioned in the red herring prospectus (the "**RHP**") and the prospectus (the "**Prospectus**"), and transaction agreements executed in relation to the Offer and the approval of any other regulatory or statutory authority, if required.

We hereby consent to the inclusion of our name as a selling shareholder and any other information contained in this letter, as required under the SEBI ICDR Regulations and other applicable laws in the RHP and the Prospectus to be filed by the Company with the RoC, SEBI and the Stock Exchanges.

We hereby consent that our entire pre-Offer shareholding, excluding the Offered Shares which are successfully sold and transferred as part of the Offer, shall be locked-in, in terms of Regulation 17 of the SEBI ICDR Regulations from the date of allotment in the Offer for such period as may be required under the SEBI ICDR Regulations.

We hereby authorize the compliance officer of the Company and the registrar to the Offer to redress complaints, if any, of the investors in respect of the statements specifically made, confirmed or undertaken by us in the Offer

Documents in relation to us as a selling shareholder and the Offered Shares and we also undertake to co-operate with the Company and the BRLMs for resolving such complaints expeditiously.

We authorize the Company to deliver a copy of this letter of consent to the RoC, pursuant to Sections 26 and 32 of the Companies Act, 2013, and the rules and regulations thereunder, each as amended, the Stock Exchanges and any other regulatory or statutory authority as may be required or for the records to be maintained by the book running lead managers (the "**BRLMs**"). We hereby consent to this letter being disclosed by the BRLMs to the SEBI, the RoC, the Stock Exchanges and any other regulatory authority if required (i) by reason of any law, regulation or order of a court or by any governmental or competent regulatory authority, or (ii) in seeking to establish a defence in connection with the Offer, or to avoid, any actual, potential or threatened legal, arbitral or regulatory proceeding or investigation.

We consent to the inclusion of this letter as a part of "*Material Contracts and Documents for Inspection*" in connection with this Offer, which will be available for public for inspection from the date of filing of the RHP until the Bid/ Offer Closing Date.

We also consent to the upload of this consent letter as part of the back-up documents to be retained in relation to the Offer on the online document repository platform established by each of the Stock Exchanges, in accordance with SEBI Circular No. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/170 dated December 5, 2024, if required.

This consent letter shall automatically terminate and the information in this consent letter shall cease to be effective if the Offer is not completed prior to the earlier of: (i) the IPO Long Stop Date, as defined under the waiver cum amendment agreement dated August 28, 2025 entered into between the Company, Vertical Holdings II Pte. Ltd, us and Sunu Mathew; or (ii) the termination of the offer agreement or the engagement/fee letter executed in relation to the Offer. Notwithstanding anything stated herein, this consent may be relied upon by the BRLMs and the legal advisors appointed with respect to the Offer, for documenting and conducting their due diligence in connection with the Offer and in any regulatory proceedings thereof, at all times.

We confirm that we will promptly communicate any changes in writing in the above information to the Company and the BRLMs until the date when the Equity Shares are listed and commence trading on the Stock Exchanges. In the absence of any such communication it may be assumed that there is no change to the above information until the Equity Shares commence trading on the Stock Exchanges pursuant to the Offer.

This consent letter may be relied upon by the Company, BRLMs and the legal advisors to each of the Company and the BRLMs in respect of the Offer.

The terms capitalized but not defined herein, shall have the meaning ascribed to them in the Offer Documents

Yours faithfully,

Signed by

[*signature page attached separately*]

Encl.: As above

cc:

Book Running Lead Managers

JM Financial Limited
7th Floor, Cnergy,
Appasaheb Marathe Marg,

Prabhadevi, Mumbai 400 025
Maharashtra, India

Avendus Capital Private Limited
Platina Building, 9th Floor, 901,
Plot No C-59, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India

IIFL Capital Services Limited (*formerly known as IIFL Securities Limited)*
24th Floor, One Lodha Place,
Senapati Bapat Marg, Lower Parel (West),
Mumbai 400 013,
Maharashtra, India

UBS Securities India Private Limited
Unit 2901, Level 29,
Altimus Dr. G.M Gokhale Marg,
Pandurang Budhkar Road, Worli,
Mumbai - 400018.

Domestic Legal Counsel to the Company

Cyril Amarchand Mangaldas
5th floor, Peninsula Chambers
Peninsula Corporate Park
Ganpatrao Kadam Marg
Lower Parel, Mumbai 400 013
Maharashtra, India

Domestic Legal Counsel to the Book Running Lead Managers

Shardul Amarchand Mangaldas & Co.
Amarchand Towers
216 Okhla Industrial Estate
Phase III, New Delhi – 110 020
Delhi, India

International Legal Counsel to the Company

Allen Overy Shearman Sterling (Asia) Pte Ltd
50 Collyer Quay
#09-01 OUE Bayfront
Singapore 049321

For and on behalf of **Catalyst Trusteeship Limited**
(in its capacity as the trustee of KIA EBT Scheme 3)

CATALYST TRUSTEESHIP LIMITED

Name: *Prashant Chothe*
Designation: *Sr. Manager*
Date: July 28, 2026
Place: Mumbai