



Kotak Mahindra Bank

Annexure II

Approval / Consent / No-objection letter from Lenders

Date: July 04, 2025

Ref. No. LC/MUM/053

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

Subject: Proposed initial public offering of equity shares of LEAP India Private Limited (the "Company")

Dear Sir/Madam,

We, Kotak Mahindra Bank Limited, a banking company incorporated under the provisions of the Companies Act 1956, and having been granted banking license under the provisions of Section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 (the "**Bank**") refer to the Loans availed by the Company and the facility agreement(s) and other related documentation, including any sanction letters, security documentation, undertakings, guarantees, including any amendments, supplements, and annexures thereto, as set out in Annexure I of the Application (defined below) (the "**Facility Documents**"). We also refer to your letter dated 10th June, 2025 (the "**Application**") annexed hereto as Annexure A.

We hereby confirm that the Facility Documents govern all loans currently sanctioned by us in favour of the Company, and that all outstanding borrowings availed by the Company from us are governed thereby.

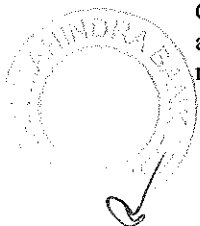
We have been informed that in the event that the Company proceeds with the proposed Offer, it may result in the Company undertaking the necessary steps to proceed with and consummate the Offer and to do all other acts and deeds, and execute all other documents, forms and instruments as may be required in connection with the proposed Offer, including but not limited to, an issuance and allotment of Equity Shares (pursuant to the Offer or Pre-IPO Placement), transfer of Equity Shares through the Offer for Sale, or otherwise through secondary transactions prior to the Offer, by certain existing shareholders of the Company, changes to the capital structure, ownership or control, including the change in authorised and issued share capital, conversion of the convertible securities into Equity Shares and change in shareholding pattern of the Company (including, without limitation, pursuant to any internal reorganisation of shareholding, stock-split and/or bonus issuance prior to the Offer, as well as setting up or amendment of employee stock option plans), any reduction/ change or lock-in of promoter shareholding (including any change below the, minimum thresholds prescribed in the Facility Documents), dilution/change in the KKR Group's shareholding below 51% but not beyond 26 %, including subsequent to the Offer, such that the current Promoters (Sunu Mathew and KKR Group) retain Management Control, changes in constitution of the Company (including conversion from private limited to public limited company and consequent change in name of the Company), changes in the management set-up in the Company and composition of the board of directors of the Company and/or its subsidiaries, including appointment of independent directors, amendments to the charter documents (including memorandum of association and articles of association of the Company) or shareholders' agreements involving the Company, identification of 'promoters' of the Company in accordance with the SEBI ICDR Regulations and applicable laws, changes in the accounting method, standards or policies, changes in and identification of key managerial personnel and senior management of the Company, opening of a new current bank account and other

This is a Confidential document.

Kotak Mahindra Bank Ltd.
CIN: L65110MH1985PLC038137
27 BKC, 3rd Floor, Plot No. C-27
G Block Bandra Kurla Complex
Bandra (East), Mumbai - 400 051
Maharashtra

www.kotak.com

Registered Office:
27 BKC, C 27, G Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051,
Maharashtra, India.



accounts with any other bank in connection with the Offer, at the sole discretion of the Company and deposit of application monies and proceeds from the proposed Offer and/ or the Pre-IPO Placement in designated accounts maintained with other banks, appointment of book running lead manager(s), legal advisors, or other third-party advisors, bankers, underwriters and intermediaries including the registrar and ad agency, using the proceeds of the Fresh Issue and Pre-IPO Placement as may be determined by the Company in compliance with applicable law, either by itself or through investment in its subsidiaries, including for capital expenditure by the Company and/ or its subsidiaries, to repay/pre-pay in part or full the existing borrowings/financing facilities of the Company and/ or its subsidiaries, including from other lenders in accordance with the terms of the respective facility documents, to fund working capital requirements of the Company and/ or its subsidiaries, undertaking any expansion, projects or capital expenditure, acquisitions, divestures and investments by the Company, extend any advance/loans, to any group companies/associates/subsidiaries/third parties/related parties of the Company, payments to any third parties including loans and advances for services rendered, undergoing any further expansion by way of joint ventures or dilution of equity shares, working capital, and/or general corporate purposes and/or any other object as may be decided by the Board at a later date and as will be disclosed in the DRHP, the RHP and the Prospectus and other documents in relation to the Offer. Our Company may appoint such advisers, including merchant bankers, syndicate members, registrars, public offer banks, escrow banks, refund banks, sponsor banks and such other intermediaries and may enter into agreements in relation thereto in connection with the Offer as it deems fit. The aforesaid mentioned activities, resultant changes and consequent actions pursuant to the proposed Offer are herein collectively referred to as the "Actions".

We are also aware that some or all of the Actions required to be undertaken or disclosures required to be made by the Company in relation to its proposed Offer, would require our consent and/or intimation to us under the Facility Documents.

Subject to the terms of this letter, we hereby convey our consent and declare that we have no objection to the Company undertaking the proposed Offer and to the Company doing all other acts and deeds, and executing all other documents, forms and instruments as may be required in connection with the proposed Offer and completion, thereof, in compliance with applicable law and as considered necessary by the Company, including but not limited to any of the Actions. We also consent to the inclusion of our name strictly as a lender to the Company and disclosure of the terms and conditions of the Facility Documents along with the relevant details of the sanctioned/ outstanding amount(s) in any Offer Documents, such as a DRHP, RHP or Prospectus, or any other document, form or instrument as may be required in connection with the proposed Offer.

We further confirm that the Company undertaking the Offer and any of the Actions will not be construed by us as non-compliance with the terms and conditions of the Facility Documents.

Further, with reference to the Loans, we confirm that:

1. the Loans constitute all the outstanding borrowing and sanctioned facilities that the Company has currently availed from us and the Facility Documents governs all such credit facilities.
2. the credit accounts held by the Company with us are regular and we have not issued any notices or other form of communication highlighting current or past defaults on account of repayment of interest or principal, violation of financial covenants or of any other provision or condition of the Facility Documents, [except as mentioned below, and we waive all rights that we may have in case of any such highlighted non-compliance by the Company under the Facility Documents that may have occurred in the past and/or that are currently subsisting]:

NIL
3. there has been no rescheduling or restructuring of any loans or credit facilities and no event of default, cross-default, delay, moratorium, rollover, acceleration of any loans or credit facilities has occurred under the Facility Documents, except as mentioned below:

NIL

NIL

This is a Confidential document.



4. we have not: (A) issued any notices of default (including cross-default) or sought any prepayments, accelerations in repayment or lump sum payments; (B) or sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, or (C) sought conversion of any borrowed amounts under the Facility Documents into equity share capital of the Company, or (D) invoked any of our rights in relation to the security provided in relation to the borrowings till date or (E) exercised any step-in rights or overtaken management control till date except as mentioned below:

NIL

5. there is no pending litigation, dispute, notice, show-cause or attachment order by us involving the Company in relation to the Loans, nor have we threatened to commence any litigation or dispute against the Company or the promoters or any of the directors of the Company except as mentioned below:

NIL

6. we have not declared the Company or any of the directors or promoters of the Company as a wilful defaulter or fraudulent borrowers as defined under the guidelines/circulars issued by the Reserve Bank of India.

We confirm that any action or other step taken by the Company in connection with the Offer would not constitute an event of default under the Facility Documents. Our consent and/or no objection given in this letter satisfies all requirements, with respect to the Loans, to obtain our consent for any of the Actions and the Offer and shall supersede all covenants and conditions that affect the Company's ability to undertake the Actions and the Offer, and may be stipulated in any Facility Documents that the Company has entered into with us.

Our consent given herein is subject to the following conditions:

1. Except to the extent permitted herein, any steps taken towards the Offer by the Company and towards undertaking the Actions shall not prejudice our rights under the Facility Documents except the rights waived herein;
2. By virtue of this consent letter, we do not confirm, suggest, second, recommend or endorse and/or has influenced the decision / views of the Company in so far as the proposed Offer and the Actions are concerned and the "no objection" conveyed by us is only for the limited purpose of complying with the terms of the Facility Documents;
3. This consent is given solely based on the representations and information provided by the Company in writing;

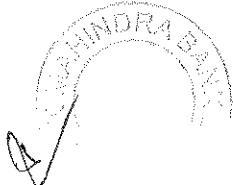
This consents issued in this letter are valid from date of issue of the letter until a period of 18 months from the date of filing of the DRHP in respect of the Offer with SEBI, and, in the event, the proposed Offer is not completed within the aforesaid timeline, fresh consent letter shall be sought from us (unless this consent is extended by us in writing).

We confirm that all credit accounts maintained by the Company pursuant to the Loans are regular and satisfactorily performing. We confirm that the undertaking by the Company of any of the Actions will not constitute an event of default under the Facility Documents.

We authorise you to deliver this letter of consent to the Registrar of Companies, Maharashtra at Mumbai pursuant to the provisions of the Companies Act, 2013 and the rules and regulations thereunder, each as amended, the Securities and Exchange Board of India, the relevant stock exchanges for the proposed Offer and any other regulatory or statutory authority as required by law. The contents of this letter may be disclosed in any document relating to the proposed Offer including the Offer Documents, as may be required or considered appropriate in accordance with applicable laws.

We represent that our execution, delivery and performance of this consent has been duly authorized by all necessary actions (corporate or otherwise).

This is a Confidential document.



This consent letter is for inclusion as a part of "**Material Contracts and Documents for Inspection**" in connection with the Offer which will be available for inspection from date of the filing of the red herring prospectus until the Bid/Offer Closing Date. We further consent to this letter being uploaded, as may be necessary, on the online document repository platform of the stock exchanges in terms of applicable law.

This letter can be relied on by the Company, in relation to the Offer. We hereby consent to this consent letter being disclosed to the BRLMs and legal counsels appointed in relation to the Offer.

We confirm that we will immediately inform the Company who will in turn inform the BRLMs and the advisors of the Company of any change to the above information. In the absence of any such communication, the above information should be taken as updated information.

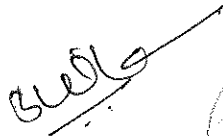
We agree to keep the information regarding the proposed Offer, Application and this consent strictly confidential unless required to be divulged to our auditors, courts, or regulatory authorities, in compliance with the applicable laws and statutory requirements and orders.

This consent letter is issued based on the representations and information provided by the Company and except for the consents granted herein, the consent letter is being issued without prejudice to the rights of the Bank under the Facility Documents. The Bank is issuing this Letter without any liability to anyone whatsoever.

Capitalized terms which are used but not defined herein have the same meaning as ascribed to such terms in the Application a copy of which is annexed herewith.

Kind regards,

For and on behalf of **Kotak Mahindra Bank Limited**


Authorised Signatory
Makarand Patwardhan
Deputy Vice President
Makarand.patwardhan@kotak.com
022 62185915



Place: Mumbai

This is a Confidential document.

Annexure A- Copy of the Application**Annexure I**

Sr. No.	Particulars of borrowing facility (including date of Facility Documents)	Sanctioned amount	Outstanding amount as on 31st May 2025	Name of the borrower
1.	Total borrowing facilities of Rs. 70.49 Cr Sanction Letter dated February 10, 2025 Supplemental Agreement to the Master Facility Agreement dated March 30, 2024	• Term Loans - Rs. 70.49 Cr • Working Capital facilities – Rs. 10.00 Cr Total Exposure – Rs. 70.49 Cr.	Term Loans – Rs. 67.49 Cr Working Capital - Nil	LEAP India Private Limited



This is a Confidential document.