



**DATED APRIL 03, 2021**

**SHARE PURCHASE AGREEMENT**

**BY AND AMONGST**

**BUNDL TECHNOLOGIES PRIVATE LIMITED**

**AND**

**IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8**

**AND**

**THE PERSONS LISTED IN SCHEDULE I**

This **SHARE PURCHASE AGREEMENT** is made at this 3<sup>rd</sup> day of April, 2021 (“**Execution Date**”).

**BY AND AMONGST,**

1. **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, having its registered office at No. 55, Sy No. 8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli Bengaluru, Karnataka 560103 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns);

**AND**

2. **IIFL SPECIAL OPPORTUNITIES FUND – SERIES 8**, a scheme of IIFL Private Equity Fund registered with SEBI as a Category II Alternative Investment Fund and acting through its investment manager – IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 (hereinafter referred to as “**Purchaser**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

**AND**

3. **THE PERSONS LISTED IN PART A OF SCHEDULE I** (hereinafter referred to as the “**Seller(s)**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators, successors and permitted assigns).

The Company, the Purchaser, and the Sellers are collectively referred to as the “**Parties**” and each of them is individually referred to as a “**Party**”.

**WHEREAS:**

- A. The Company is engaged in the Business (*as defined hereinafter*).
- B. As on the date of this Agreement, the Sellers own a total of 500 (Five Hundred only) Equity Shares in the Company, the details of which are set out in **Schedule I**.
- C. The Sellers are desirous of selling and the Purchaser is desirous of buying the Sale Shares (*as defined hereinafter*), free from all Encumbrances and together with all rights, title and interest therein, on the terms and conditions and in the manner and proportion as set out in this Agreement, for the Sale Consideration (*as defined hereinafter*).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1. **Definitions.** As used in this Agreement, the terms and expressions when used with capitalized first letter shall, unless the context otherwise requires, have the meaning assigned hereto. All capitalized terms not defined under this Clause shall have the meaning assigned to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes (“ ”). Terms not defined here but used with their first letters capitalized will have the meanings assigned to them in other Transaction Documents.

- (a) “**Affiliate**” means, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, or any entity that Controls, directly or indirectly, that Person, or any entity under common Control with that Person or, in the case of a natural person, any Relative of such person. For the purpose of this definition, a holding or subsidiary company of any entity shall be deemed to be an Affiliate of that entity.

Without limiting the generality of the foregoing, Affiliate in relation to the Purchaser includes: any fund, special purpose vehicle or portfolio investment scheme (either present or future) or collective investment scheme or similar pooling vehicle managed or advised by the IIFL Group or the investment manager of any of the aforementioned entities and/or of which IIFL Group or its Affiliates is a general partner or sponsor, investment manager or advisor; (b) any asset management company held directly or indirectly by IIFL Group;

- (b) “**Agreement**” means this share purchase agreement entered into by the Parties, as amended from time to time, and shall include all recitals, schedules, annexures and exhibits of this Agreement;
- (c) “**Anti-Corruption Laws**” means United States Foreign Corrupt Practices Act of 1977, the Indian Prevention of Corruption Act, 1988, UK Bribery Act 2010, each as amended, or any other law which prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person, or which has as its objective the prevention of corruption and/or bribery;
- (d) “**Applicable Law(s)**” or “**Law**” means all laws, statutes, ordinance, regulations, guidelines, policies, rules, bye-laws, notifications, directions, directives and orders or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, administration and other pronouncements having the effect of law of the Republic of India or any other applicable jurisdiction by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law in India or any recognised stock exchange(s) on which the shares may be listed;
- (e) “**Articles**” means the articles of association of the Company, as amended from time to time;
- (f) “**Board**” means the board of directors of the Company, as constituted from time to time;
- (g) “**Business**” means the business of *inter alia*, (i) operating an online marketplace, through its website and application for mobile and handheld devices, that enables transactions between participant restaurants and customers, and also enabling delivery and other allied services, and (ii) running kitchens;

- (h) “**Business Day**” means any day other than Saturday, Sunday or any day on which banks in Bengaluru and Mumbai are generally closed for regular banking business;
- (i) “**Control**” (including, with its correlative meanings, “**Controlled**” or “**Controlling**” or “**under common control with**”) shall mean the power to direct the management or policies of any Person, whether through the ownership of over 50% (fifty per cent) of the voting power of such Person, through the power to appoint more than half of the board of directors or similar governing body of such entity, through contractual arrangements or otherwise;
- (j) “**Confidential Information**” means contents and the existence of this Agreement, information pertaining to the other Parties, the affairs of the Company and all communications between the Company, the Sellers, the Purchaser, the shareholders or any of them and all information and other material supplied to or received by any of the Parties hereto from the others which is either marked “Confidential” or is by its nature intended to be exclusively for the knowledge of the recipient alone, and any information concerning the business, customer details, intellectual property rights or the financial arrangements of the Company or its subsidiary or of the Shareholders or of any person with whom any of the aforesaid is in a confidential relationship and shall include the terms of this Agreement and all connected documents and/or writings;
- (k) “**Encumbrance**” shall mean any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever (including any restriction or limitation imposed by way of court orders, arbitration awards, injunctions or any similar order or ruling issued by a Governmental Authority or other judicial / quasi-judicial authority), including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security, or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same);
- (l) “**Equity Shares**” shall mean equity shares in the issued, subscribed and paid up share capital of the Company having face value of INR 1/- (Indian Rupees One only) each;
- (m) “**ESOP**” shall mean the employee share option plan of the Company reserved for the benefit of the employees of the Company;
- (n) “**Existing SHA**” means the shareholders’ agreement of the Company executed as on April 01, 2021 by and amongst the Company, the Investors (*as defined under the Existing SHA*) and the Founders (*as defined under the Existing SHA*);
- (o) “**Founders**” means, collectively, Sriharsha Majety, Lakshmi Nandan Reddy Obul and Rahul Jaimini;
- (p) “**Fundamental Warranties**” means the representations and warranties provided by (i) the

Company under Clause 5.1 and Clauses 5.3(a) to 5.3(d) (both inclusive); and (ii) each of the Sellers under Clause 5.1, paragraphs 2(c) to 2(f) (both inclusive), 2(j) and 2(k) of **Schedule II**;

- (q) “**Government**” or “**Governmental Authority**” shall mean any government, statutory authority, any department, agency or instrumentality of any government, or non-governmental self-regulatory organisation, agency or authority, any state or other political subdivision thereof, any court, tribunal or arbitral tribunal, board and the governing body of any securities exchange, recognised stock exchange, any agency, commission, official or other instrumentality of state, in each case of India and/or any jurisdiction in which the Company and/or its subsidiaries conducts business and shall include the Reserve Bank of India;
- (r) “**Government Official**” shall have the meaning ascribed to it in Paragraph 2 of **Schedule II** of this Agreement;
- (s) “**INR**” or “**Rupee**” shall mean the lawful currency of the Republic of India;
- (t) “**IIFL Group**” means entities Controlled, directly or indirectly, by IIFL Wealth Management Limited, IIFL Asset Management Limited, IIFL Securities Limited and/or IIFL Finance Limited;
- (u) “**Long Stop Date**” means 30 days from the Execution Date or such other date as may be mutually agreed between the Parties in writing;
- (v) “**Material Adverse Effect**” means any event, fact, effect, change, or occurrence (taken alone or together with any other such event, fact, effect, change, or occurrence that is or is likely to (i) be materially adverse to the Business, operations, financial condition, properties (including intangible property); or (ii) prevents or impedes the ability of the Sellers and/or the Company from performing their respective transactions contemplated under the Transaction Documents or the enforceability thereof;
- (w) “**Money Laundering Law**” means the Indian Prevention of Money Laundering Act, 2002 and all applicable anti-money laundering statutes of all jurisdictions, including, without limitation, Indian and United States’ anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency;
- (x) “**Other Share Purchase Agreement(s)**” shall mean the share purchase agreements of even date entered into by and between the Company, the Purchaser and certain other Shareholders of the Company;
- (y) “**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity (whether incorporated or not) that may be treated as a person under Applicable Laws;

- (z) “**Relative**“ shall have the meaning ascribed to it under the Companies Act, 2013;
- (aa) “**Sale Consideration**” means an aggregate amount of INR equivalent of USD payable by the Purchaser to the Sellers in the proportion set out in Part B of **Schedule I** towards purchase of the Sale Shares. Provided that the exchange rate for conversion of such aforementioned amount in USD to INR shall be determined basis average of USD – INR exchange rates for 7 (Seven) Business Days determined by Financial Benchmarks India Pvt. Ltd. prior to the Closing Date;
- (bb) “**Sale Shares**” means a total of Equity Shares and to be purchased by the Purchaser from the Sellers, on the Closing Date as set out in Part B of **Schedule I**;
- (cc) “**Seller Warranties**” means, the representations and warranties of the Sellers as set forth in **Schedule II**;
- (dd) “**Shareholders**” mean shareholders of the Company, from time to time;
- (ee) “**Tax**” means any and all form of direct and indirect taxes with reference to income, profits, gains, net wealth, asset values, turnover, gross receipts, including but not limited to all duties (including stamp duties), excise, customs, goods and services tax, charges, fees, levies or other similar assessments by or payable to a governmental authority (including any interest, fines, surcharges, duties, penalties, assessments, or additions to tax) in any relevant jurisdiction;
- (ff) “**Tax Authority**” means any fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or person competent to impose, assess or levy any Tax or liability in respect of Tax, or responsible for the administration and/or collection of Tax or the enforcement of any law in respect of Tax in India;
- (gg) “**Tax Warranties**” means the representations and warranties provided by each of the Sellers under paragraphs 2(k) to 2(m) (both inclusive) of **Schedule II**;
- (hh) “**Transaction Documents**” shall include, this Agreement; the Articles; and all other agreements and documents that may be executed by the Parties pursuant hereto and thereto; and
- (ii) “**Transfer**” means and includes: (i) any transfer or other disposition of shares or voting interests or any interest therein; and (ii) any sale, assignment, gift, donation of shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of the shares or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value.

## 1.2 Interpretation

In this Agreement, unless the context thereof otherwise requires:

- (a) reference to a Party shall include, such Party's legal heirs, executors, administrators, successors and permitted assigns and any Persons deriving title under it, as applicable;
- (b) words of any gender include each other gender, words using the singular or plural number also include the plural or singular number, respectively;
- (c) the terms "hereto", "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement and not to any particular Clause, article or section of this Agreement;
- (d) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible;
- (f) whenever this Agreement refers to a number of days, such number shall refer to calendar days;
- (g) headings to Clauses, Parts and Paragraphs of Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (h) references to Recitals, Clauses, sub-clauses, Sections, sub-sections, Schedules, Annexures and Appendices shall be deemed to be a reference to the recitals, clauses, sub-clauses, Sections, sub-sections, schedules annexures and appendices of this Agreement;
- (i) reference to any statute or statutory provision shall include:
  - i. all subordinate legislation made from time to time under that statute or provision (whether or not amended, modified, re-enacted or consolidated); and
  - ii. such statute or provision as may be amended, modified, re-enacted or consolidated; and
- (j) any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof.

## 2. **SALE AND PURCHASE OF SALE SHARES**

- 2.1. Subject to the terms and conditions of this Agreement, including the completion of the Conditions Precedent (to the satisfaction of the Purchaser) as set out in Clause 3 below, and in reliance of the warranties of the Sellers contained in Clause 5 and **Schedule II** of this Agreement and indemnities provided hereunder, the Sellers agree to transfer, convey and deliver to the Purchaser and the Purchaser agrees to purchase, acquire and accept from the Sellers on the Closing Date, the Sale Shares, free of all Encumbrances, along with all rights, benefits, title and interests of the Sellers in and to such Sale Shares, for the Sale Consideration. Upon transfer of the Sale Shares on the Closing Date, the Purchaser shall receive full legal and beneficial ownership of the Sale Shares.



- 2.2. Each Seller hereby declares and confirms that the payment of the relevant portion of the Sale Consideration by the Purchaser to the relevant Seller, shall constitute full and final discharge of the Purchaser's obligation to pay towards the purchase of the Sale Shares under this Agreement.
- 2.3. The Company confirms that the shareholding pattern of the Company upon the transfer of the Sale Shares on the Closing shall be as described in Part B of **Schedule IV**.

3. **CONDITIONS PRECEDENT**

- 3.1. **Conditions to Closing Date:** The completion of the Closing shall be conditional on each of the following conditions ("**Conditions Precedent**") having been fulfilled to the satisfaction of the Purchaser or waived, at the sole discretion of the Purchaser on the Closing Date and in no event later than the Long Stop Date in accordance with this Agreement:
- (a) The Board shall have passed a resolution in accordance with the Articles for approving the execution of this Agreement and the DOA (*defined below*) by the Company and shall have delivered to the Purchaser, certified true copy of such resolution;
  - (b) The Company and each of the Sellers shall have obtained all authorizations, approvals, permits, consents and waivers, necessary or appropriate, from the existing shareholders or as required from any other party and/or authority for consummation of the transactions contemplated in this Agreement, including passing of a board resolution for approving the execution of this Agreement, whether under Applicable Law, contract or otherwise and shall have provided the Purchaser with satisfactory evidence thereof;
  - (c) The Company shall have issued and allotted the shares pursuant to exercise of ESOP by the employees having certain options;
  - (d) The Company shall have obtained a valuation certificate issued by a SEBI authorized Category I Merchant Banker, indicating the valuation of the Sale Shares of the Company, arrived at as per any internationally accepted valuation methods on an arm's length basis, and provide such valuation certificate to the Purchaser;
  - (e) Each of the Sellers having shared scanned copies of the original share certificate(s) in respect of the relevant portion of the Sale Shares ("**Share Certificate(s)**") with the Purchaser;
  - (f) The drafts of the share transfer forms (in Form SH-4, as set out in the Companies (Share Capital and Debentures) Rules, 2014) for the transfer of the Sale Shares to the Purchaser to be finalized (in agreed form acceptable to the Purchaser) and shared with the Purchaser;
  - (g) Each of the Sellers having obtained a report/ certificate from a reputed chartered accountant to confirm that there are no pending tax proceedings or any outstanding tax demand against such Seller which could render the transfer of Sale Shares as null and void in terms of Section 281 of the Income-tax Act, 1961;
  - (h) The Company shall have provided to the Purchaser and the Seller all information in respect of the Company and all documents that may be required by the Seller in relation to making

any filing with a Governmental Authority for the transfer of the Sale Shares from the Sellers to the Purchaser;

- (i) The deed of adherence to the Existing SHA (“**DOA**”), to be entered into on the Closing Date between the Purchaser (in its capacity as an acceding party), the Sellers and the Company, being in agreed form acceptable to the Parties herein;
  - (j) No Material Adverse Effect shall have occurred;
  - (k) The representations and warranties of the Sellers contained in Clause 5 of this Agreement and **Schedule II**, respectively, shall be true and accurate on the Execution Date and the Closing Date; and
  - (l) All the conditions precedent set-out in the Other Share Purchase Agreement shall have been duly completed or waived (in compliance with the terms thereof) to the satisfaction of the Purchaser.
- 3.2. On fulfilment (or waiver in writing by the Purchaser) of all the Conditions Precedent specified in Clause 3.1 above, the Company and each of the Sellers shall jointly and/or severally provide written confirmation of the same to the Purchaser in a form set out in **Schedule V** of this Agreement (“**CP Completion Notice**”). If any of the Conditions Precedent is not fulfilled (or waived in writing by the Purchaser) on or prior to the Long Stop Date, then the Purchaser shall have the right, but not the obligation to terminate this Agreement by written notice to the other Parties and upon issuance of such written notice, this Agreement shall *ipso facto* terminate and none of the Parties shall have any claim against the other Parties, save for any terms of this Agreement which are expressly stated to survive the termination of this Agreement.
- 3.3. Each Seller shall promptly but as soon as reasonably practicable after it comes to their respective attention notify the Purchaser in writing of any fact, event or circumstance which will or is reasonably likely to prevent any of their respective Conditions Precedent from being satisfied.

#### 4. **CLOSING AND POST-CLOSING**

- 4.1. Subject to the Purchaser being satisfied of the fulfillment of, or having waived, the Conditions Precedent, the Parties shall consummate the transactions contemplated in Clause 4.2 (“**Closing**”) within 5 (five) Business Days from the date of receipt by the Purchaser of the CP Completion Notice or such other date not exceeding the Long Stop Date as may be mutually agreed between the Sellers and the Purchaser (“**Closing Date**”). The obligations of each of the Parties in Clause 4.2 are interdependent and Closing shall not be deemed to have occurred unless all of the obligations set out in Clause 4.2 are complied with and are fully effective. Provided however the Closing under this Agreement shall be simultaneous with the closing under the Other Share Purchase Agreement.
- 4.2. On the Closing Date:
- (a) the Purchaser shall issue wire transfer instructions to its banker to remit the Sale Consideration into the bank account of the Sellers (details of which are provided in **Schedule III** hereto);

- (b) each of the Sellers shall deliver (i) to the Company, the Share Certificate(s); and (b) to the Purchaser, the duly stamped and executed share transfer form (Form SH-4), in each case, in respect of the relevant portion of the Sale Shares;
  - (c) the Purchaser shall execute the share transfer forms received in accordance with Clause 4.2(b) above and shall deliver the same to the Company;
  - (d) the duly stamped DOA shall be executed by the Purchaser, the Founders and the Company; and
  - (e) A meeting of the Board shall be convened to pass the following necessary resolutions:
    - i. approve and take on record the Transfer and sale of Sale Shares from the Sellers to the Purchaser;
    - ii. authorise one or more directors of the Company to duly endorse the Share Certificates in favour of the Purchaser; and
    - iii. to enter the names of the Purchaser in the register of members of the Company (maintained in Form MGT-1 (as set out in the Companies (Management and Administration) Rules, 2014)) in respect of the Sale Shares.
- 4.3. The Company shall immediately, on completion of the steps contemplated under Clause 4.2, deliver to the Purchaser:
- (a) the duly endorsed Share Certificates evidencing the title to the Sale Shares;
  - (b) certified true copies of the resolutions mentioned in Clause 4.2 (c) above; and
  - (c) a certified true copy of the register of members of the Company evidencing the transfer of the Sale Shares to the Purchaser and evidencing the Purchaser as the holder of the Sale Shares.
- 4.4. Notwithstanding the references to the Sellers, it is clarified that (a) the rights and obligations of the Sellers hereunder are several and any waiver of Conditions Precedent granted by the Purchaser to one Seller shall not be regarded as a waiver towards another Seller; (b) if a Seller does not proceed with the Closing (with respect to itself), it shall not affect the right of the Purchaser to proceed with the Closing with respect to the other Sellers; (c) in the event that one or more Sellers do not proceed with the Closing (with respect to themselves), the Purchaser shall be under no obligation to proceed with the Closing with respect to any of other Sellers.
- 4.5. Non-Consummation of Closing: The Parties agree, acknowledge and record that in the event the Closing actions listed in Clause 4.2 above, do not occur and conclude in the manner contemplated in Clause 4.2 above, after the Purchaser has remitted the Sale Consideration to the respective Sellers, the respective Sellers shall immediately, and in no event later than 7 (Seven) Business Days therefrom, upon such request by the Purchaser, remit and refund the Sale Consideration for the respective Sale Shares to the Purchaser.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 5.1. Each Party severally represents and warrants the following to the other Parties, as on the Execution Date and the Closing Date:
- (a) such Party has the full corporate power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and this Agreement once executed shall constitute legal, valid and binding obligations, enforceable against such Party in accordance with its terms;
  - (b) such Party (where applicable) is duly incorporated and existing under the relevant laws of its jurisdiction;
  - (c) there is no action, suit, proceeding or governmental investigation pending against such Party, which questions the validity of this Agreement or the right of such Party to enter into this Agreement, or to consummate the transactions contemplated hereby, or which could reasonably result in any change in the current equity or preference ownership of such Party; and
  - (d) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby will not (i) conflict with or violate the constitutional documents of such Party; or (ii) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or (iii) conflict with or violate any Applicable Law, rule, regulation, order, judgment or decree applicable to such Party or by which such Party or its assets and properties are bound or affected.
- 5.2. **Seller Warranties.** Each of the Sellers, severally, represents and warrants to the Purchaser that as of the Execution Date and the Closing Date, all representations and warranties contained in Clause 5.1 of this Agreement and **Schedule II**, respectively, shall be true and accurate. For the purposes of clarity and avoidance of doubt, the Seller Warranties shall be separate and independent and shall not be limited by reference to any other clause or anything contained in this Agreement.
- 5.3. **Company Warranties.** The Company represents and warrants the following to the Purchaser, as of the Execution Date and at the Closing Date.
- (a) The Company (and each subsidiary/joint venture) is duly incorporated and validly existing, in good standing under Applicable Laws;
  - (b) No event has occurred or is subsisting, which has the effect of the Company being, or being taken to be under Applicable Laws, unable to pay its debts, or subject to any bankruptcy/insolvency proceedings;
  - (c) The Sale Shares have been duly authorized, validly issued and allotted and are fully paid up;
  - (d) The Company has obtained all necessary governmental authorisations, corporate, creditors',

shareholders' and other consents required under Applicable Laws or under any contract or otherwise required to be obtained by the Company for the execution and performance of the Transaction Documents and approving and taking on record the transfer of the Sale Shares, and the Company is not required to obtain any other consents either under Applicable Laws or under any contract or otherwise, for the execution and performance of the Transaction Documents and approving and taking on record the transfer of the Sale Shares; and

- (e) All information which has been given by the Company to the Purchaser (or to any director, representative, agent or adviser of the Purchaser) in connection with the transaction contemplated hereunder is true and accurate in all material respects and there are no circumstances that could adversely affect what is set forth herein.
- 5.4. Each of the Sellers acknowledge and agree that the Purchaser is entering into this Agreement on the basis of, and in reliance upon, the Seller Warranties.
- 5.5. Each of the Sellers on the one hand, and the Company on the other hand, shall notify the Purchaser promptly after becoming aware of any event, condition or circumstance (and in no event later than 5 (Five) Business Days after becoming so aware), that would (i) cause the Seller Warranties, to become untrue or inaccurate or misleading in any respect; (ii) constitute a violation or breach of any of the Seller Warranties; or (iii) constitute a violation or breach of any terms and conditions contained in this Agreement. This requirement shall not prejudice the right of the Purchaser to terminate this Agreement pursuant to Clause 8 upon a breach of the terms of **Schedule II** or to seek indemnity for any breach of the Seller Warranties. None of the Seller Warranties shall be treated as qualified by any implied or constructive knowledge on the part of the Purchaser or any of its agents, Affiliates, representatives, officers, employees or advisers. None of the Seller Warranties shall be in any manner limited by any information disclosed or made available to, or received by, the Purchaser or any of its agents, representatives, officers, employees or advisers.

## 6. INDEMNITY

- 6.1. Each Seller, severally and not jointly (each, an “**Indemnifying Party**,” and collectively, the “**Indemnifying Parties**”), shall indemnify, defend and hold harmless the Purchaser, its directors, officers, employees, and shareholders (each an “**Indemnified Party**”), from and against any and all losses, claims, damages, interest, penalties, and expenses (including reasonable fees, disbursements, and other charges of counsel) which may be incurred or suffered by the Indemnified Party, in any manner whatsoever, from or on account of, based upon or in connection with, (i) any misrepresentation, breach or inaccuracy of any representation or warranty made by the respective Indemnifying Party(ies) or any covenant or obligation contained in this Agreement, including but not limited to any Seller Warranties; and/or (ii) fraudulent conduct or gross negligence by the Indemnifying Party(ies) in relation to the Sale Shares; (collectively, “**Losses**”).
- 6.2. The indemnification rights of the Indemnified Parties under this Agreement are independent of, and in addition to, such other rights and remedies they may have under Applicable Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

- 6.3. Any payments made by an Indemnifying Party pursuant to this Clause 6 (*Indemnity*) shall be grossed up (without any double-counting) by the Indemnifying Party to the extent of Taxes, if any, deductible or payable by the Indemnifying Party on or in relation to such payment, such that the recipient receives the amounts due to it without any such deduction (where there is a withholding obligation) or with such additional amount as is required to pay the Tax liability. No investigation by or on behalf of the Purchaser or any of the Purchaser's agents, representatives, officers, employees or advisers, shall prejudice any claim made by the Purchaser, as the case may be, under this Clause 6 or operate to reduce any amount recoverable hereunder.
- 6.4. The indemnity payment shall be made by the Indemnifying Party to the Indemnified Party, unless disputed, not later than 30 (Thirty) days of the Indemnified Party being required to make any payments or incurring any liability in relation to any Losses.
- 6.5. **Limitations of Liability**
- (a) Any Losses resulting from the breach by one Seller shall not make the other Sellers liable for the same.
- (b) The aggregate liability of each Seller shall in no event whatsoever exceed 100% (one hundred percent) of the relevant portion of the Sale Consideration received by such Seller.
- (c) Notwithstanding anything to the contrary in the Transaction Documents, no limitations and / or qualifications of any kind whatsoever (including, for the avoidance of doubt, those set forth in this Clause 6.5), shall apply to any claim resulting from or arising out of (i) any breach of the Fundamental Warranties; and/or (ii) fraud, gross negligence or wilful default, of the Seller.

## 7. **INTERIM COVENANTS**

On and from the Execution Date till the Closing Date, each Seller and the Company covenant to the Purchaser that:

- 7.1. **Conduct.**
- (a) The Sellers shall not by themselves or through any of their respective Affiliates or authorized representatives, directly or indirectly, sell, dispose, gift or Transfer any interest in or create an Encumbrance on the Sale Shares or any of them; and
- (b) The Company shall not merge or consolidate with any corporation or other entity, liquidate or dissolve itself, dispose of any Business or undertake any liquidation event, initial public offering or any sale of the Company.
- 7.2. **Exclusivity.** Each of the Sellers and the Company agree that, during the subsistence of this Agreement, they shall not directly or indirectly, enter discussions with or take any action to approach, solicit or enter into any documents or engage with any Person with respect to the transfer of the Sale Shares.
- 7.3. **Support and Co-operation.** The Sellers shall provide all necessary support, co-operation and assistance, in a time bound manner, as may be required for Closing to occur prior to the Long Stop

Date.

## 8. TERM AND TERMINATION

- 8.1. This Agreement shall become effective immediately upon execution and shall continue to remain valid and subsisting until fulfilment of all obligations of the Parties hereto, unless terminated in accordance with Clause 8.2, subject however to Clauses 8.3 and 8.4 below.
- 8.2. This Agreement may be terminated prior to Closing:
- (a) based on the mutual agreement of the Parties;
  - (b) by the Purchaser, with respect to one or more Sellers, in the event of any material breach by the Seller of any provisions of this Agreement; or
  - (c) by the Purchaser in the event the Closing is not completed prior to the Long Stop Date.
- 8.3. In the event that this Agreement is terminated under Clause 8.2 above, no Party hereto shall be entitled to make any claim against any other Party, save and except in respect of any prior breach of this Agreement or any part performance of the provisions of this Agreement. Provided, that the provisions of Clause 5 (*Representations, Warranties and Covenants*), Clause 6 (*Indemnity*), this Clause 8.3, Clause 9 (*Governing Law and Arbitration*), Clause 10.1 (*Notices*) and Clause 10.2 (*Confidentiality Obligation*) shall survive the termination of this Agreement pursuant to this Clause 8.
- 8.4. Any termination of this Agreement shall be without prejudice to any rights and obligations of the Parties accrued or incurred prior to the date of such termination, which shall survive the termination of this Agreement.

## 9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. This Agreement and its performance shall be governed by and construed in all respects in accordance with the Applicable Laws of the Republic of India. Subject to this Clause 9 (*Governing Law and Dispute Resolution*), the courts at Bengaluru, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws.
- 9.2. In the event of a dispute or difference, relating to, arising out of or in connection with any of the matters set out in this Agreement, including any question regarding its existence, validity or termination, (“**Dispute**”), the parties to the Dispute shall discuss in good faith to resolve the Dispute. If a Party (“**Disputing Party**”) gives the other Party(ies) (“**Respondent**”) a notice that a Dispute has arisen (“**Dispute Notice**”) and the parties are unable to so resolve the Dispute amicably within 30 (Thirty) calendar days, it shall be referred to arbitration in accordance with Clause 9.3 below.

- 9.3. All Disputes that have not been satisfactorily resolved under Clause 9.2 above shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”), for the time being in force, which is deemed to be incorporated by reference in this Clause 9 (*Governing Law and Dispute Resolution*). The Dispute shall be referred to arbitration before a sole arbitrator to be jointly appointed by the parties to the Dispute.
- 9.4. In the event, the parties to the Dispute are unable to agree on a sole arbitrator within 15 (Fifteen) calendar days following the 30 (Thirty) calendar days period specified in Clause 9.2 above, the sole arbitrator shall be appointed in accordance with SIAC Rules.
- 9.5. The seat of the arbitration and venue for conducting/ holding of the arbitration proceedings shall be Bengaluru, India. The language of the arbitration shall be English.
- 9.6. When any Dispute is referred to arbitration, except for the matter under Dispute, the parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- 9.7. Each party to the Dispute shall bear its own costs and expenses incurred in connection with the Dispute and/or arbitration, provided that the prevailing party shall be entitled to claim and recover its costs and expenses from the other party to the Dispute.
- 9.8. All arbitral awards under the arbitration as envisaged under this Clause 9 shall be final and conclusive and binding upon the Parties.
- 9.9. Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

Nothing shall preclude either Party from seeking interim or permanent, equitable or injunctive relief, or both from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through arbitration described in this Clause 9.

## 10. **MISCELLANEOUS**

- 10.1. Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be given by email (provided that it is supplemented by a registered mail/internationally recognised courier service within 2 (Two) days), addressed/sent to the intended recipient at its address set forth in **Schedule VI**, or to such other address as either Party may from time to time duly notify to the others.
- 10.2. **Confidentiality**
- (a) Subject to Clause 10.2 (b) below, each Party agrees with the others that it will keep confidential and shall not disclose to any third Person any Confidential Information of any of the other Parties, which it holds or receives.
- (b) A Party may disclose such Confidential Information:



- i. to the extent to which it is required to be disclosed pursuant to Applicable Law, provided that if any disclosure is required to be made to appropriate regulatory authorities or by valid legal process, the disclosing Party must notify the other Party and a copy of every public announcement must be given to the other Party before any public disclosure is made;
- ii. to the extent to which it is specifically permitted by the other Parties in writing;
- iii. to the extent that the Confidential Information is publicly available and not by way of a breach of an obligation to keep such information confidential;
- iv. to its Affiliates, employees and professional advisors, but only to the extent necessary and subject to such Affiliates, employees and professional advisors accepting an equivalent confidentiality obligation as set out in this Clause; and
- v. which is used by a Party to exercise its rights and fulfill its obligations under this Agreement (including any surviving rights) including (i) in prosecuting or defending litigation, (ii) complying with Applicable Law, or (iii) otherwise submitting information to Tax or other Governmental Authorities.

**10.3. Further Assurances**

The Parties to this Agreement shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

**10.4. Amendments and Waiver**

No modification or amendment to or termination (other than as set out in Clause 8) of this Agreement and no waiver of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties.

**10.5. Assignment**

This Agreement, or any right, obligation or interest herein, shall not be assignable or transferable by any Party (other than the Purchaser) except with the prior written consent of the other Parties. It is hereby clarified that the Purchaser shall be free to assign any right, obligation or interest hereunder to any of its Affiliates without the prior written consent of the other Parties, and to a third party.

**10.6. Independent Rights**

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

10.7. **Specific Performance**

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party/Parties from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Law or in equity, including without limitation a right for damages.

10.8. **Non-Exclusive Remedies**

The rights and remedies herein provided are cumulative and none of them are exclusive of any other, or of any rights or remedies that any Party may otherwise have at Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach.

10.9. **Cost and Expenses**

- (a) Each Party shall bear all the expenses (including the fees and cost of any financial, technical or legal advisors engaged by them) in relation to the negotiations, preparation and execution of this Agreement and all other documents related to this Agreement.
- (b) The Sellers shall bear the stamp duty applicable on the execution of this Agreement in proportion to their relevant portion of the Sale Consideration. The stamp duty payable on the transferring the relevant portion of the Sale Shares (including without limitation, on the share transfer forms) shall be borne by the relevant Sellers.

10.10. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

10.11. **Rights of Third Parties**

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies or obligations under or by reason of this Agreement or any transaction contemplated by this Agreement.

10.12. **Confirmation regarding Indirect Foreign Investment by the Purchaser**

The Company acknowledges that any investment/ acquisition of the Sale Shares by the Purchaser shall be treated as an indirect foreign investment under the terms of Regulation 4(11) of the Foreign

Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019, as amended from time to time, and under Rule 23 and Schedule VIII of the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019, as amended from time to time.

**SCHEDULE I**

**PART A**

<b>S. No.</b>	<b>SELLER</b>	<b>PARTICULARS</b>
1.	Vivek Sunder	Address -H-216 Brigade Petunia, 17th Cross 2A Main, KR Road Banashankari Stage II, Bengaluru 560070 - INDIA  Email- vivek.sunder@swiggy.in Phone number-+ 91 9619136694 PAN: ANRPS0525L
2.	Rahul Bothra	Address - D404, Ranka Plaza, 157, Near Thomas Super Market Wheelers Road, Frazer Town Bangalore - 560005 Karnataka India  Email- rahulbothra@hotmail.com Phone number-+ 91 9845158450 PAN: ADVPB3713D
3.	Dale Francis Vaz	Address – C-603, Brigade Gateway Apartments, Dr. Rajkumar Road Malleswaram West, Bengaluru, Karnataka 560055  Email: dale.vaz@swiggy.in Phone number - +91 9900863505 PAN: ACPVD359L
4.	Girish V Menon	Address – 91113, Bhartiya City Nikoo Homes-1, Hegde Nagar Main Road Thanisandra, Bengaluru – 560064  Email: girish.menon@swiggy.in Phone number - +91 9167051751 PAN: AKVPM4023C

**PART B**

<b>S. NO.</b>	<b>SELLER</b>	<b>TOTAL SHARES HELD</b>	<b>TOTAL SALE SHARES</b>	<b>SALE CONSIDERATION (in USD)</b>
1	Vivek Sunder	125	125	4,14,323.00

2	Rahul Bothra	125	125	4,14,323.00
3	Dale Francis Vaz	125	125	4,14,323.00
4	Girish V Menon	125	125	4,14,323.00

## SCHEDULE II

### SELLER WARRANTIES

1. Each of the Sellers, severally, hereby represent and warrant in respect of the Seller Warranties in favour of the Purchaser that the statements set out in Paragraph 2 of this **Schedule II**: (i) are true and accurate and not misleading as of the Execution Date; and (ii) will be true and accurate and not misleading as on the Closing Date.
  
2. Subject to Paragraph 1 above, the Sellers, as applicable, represent and warrant to the Purchaser that:
  - (a) All information which has been given by the Seller to the Purchaser (or to any director, representative, agent or adviser of the Purchaser) with respect to his/her Sale Shares is true and accurate in all material respects and there are no circumstances that could adversely affect what is set forth herein.
  - (b) There are no commitments or agreements entered into by the Seller which will result in a breach of the terms of this Agreement or the obligations of such Seller under this Agreement.
  - (c) The Seller has duly executed and delivered this Agreement, and this Agreement constitutes a valid and legally binding obligation of the Seller enforceable in accordance with its terms against such Seller. The Seller is not subject to any bankruptcy or insolvency proceedings.
  - (d) The Sale Shares have been validly acquired and held by the Seller in accordance with Applicable Law and the Articles.
  - (e) The Sale Shares held by the Seller are fully paid up and are legally and beneficially owned solely by the Seller, free from any Encumbrances.
  - (f) The Seller is legally entitled to sell and transfer to the Purchaser, such Sale Shares in accordance with the terms of this Agreement. Upon purchase of the respective Sale Shares from such Seller in accordance with the terms of this Agreement, the Purchaser shall acquire clear and marketable title over such Sale Shares (a) free and clear of all Encumbrances; and (b) along with all rights which are attached to such Sale Shares.

- (g) The sale of the Sale Shares by the Seller to the Purchaser will not (other than where a prior written consent has been procured or shall have been procured as on the Closing Date):
  - i. conflict with or violate any of the terms of or constitute a default under, any contract to which such Seller is a party or by which the Seller is bound;
  - ii. violate any judgment against or binding upon, such Seller or upon its properties or business;
  - iii. contravene any provision of any Applicable Law to which the Seller is subject.
- (h) There are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance (except as contemplated in the Existing SHA) over the Sale Shares. The Seller is not restricted in any manner from executing this Agreement.
- (i) The Seller is not subject to any injunction order, judgment or decree, in each case which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated in this Agreement.
- (j) There are no claims or proceedings before any court in progress or pending against or relating to the Seller which could be expected to enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by the Agreement or prevent the Seller from fulfilling his obligations set out in this Agreement, and there are no existing grounds on which any such claim, investigation or proceeding might be commenced with any likelihood of success.
- (k) The Sale Shares are not subject to and are free from any claim from Tax Authorities, and no circumstances specified in Section 281(1) of the Income Tax Act, 1961 exist, and consequently, no approval under that Section or any other applicable sections of the Income Tax Act, 1961 is required.
- (l) The Seller is a resident Indian (or treated as a resident Indian) in accordance with the Foreign Exchange Management Act, 1999, liable to only bear the capital gains Tax (and no other Taxes) with regard to the sale of the Sale Shares to the Purchaser and that the Purchaser is not be liable for any Tax with respect to purchase of Sale Shares from and receipt of the Sale Consideration by such Seller. All necessary filings with the Company and all Governmental Authority in relation to the Sale Shares as required under Applicable Law have been validly, duly and correctly made and there are no pending notices, correspondence, claims or pending remarks in relation thereto from any Governmental Authority.
- (m) No Taxes are required to be deducted at source or withheld by the Purchaser under Applicable Law from payments to be made to the Seller for the Transfer of the Sale Shares.
- (n) The Seller is not party to or is not bound by any agreement in relation to the Sale Shares and is not a party to any agreement relating to exercise of voting rights attached to such Sale Shares, except as stated in the Articles and the Existing SHA.

- (o) No Seller nor any of its respective Relatives has, directly or indirectly violated or is in violation of Money Laundering Laws, Anti-Corruption Laws, or rules, regulations, guidelines and other applicable Anti-Corruption Laws.
- (p) The Seller has not committed or omitted any act, deed, matter or thing whereby:
- i. the Sale Shares are or can be forfeited, extinguished or rendered void or voidable; or
  - ii. the ownership of the Sale Shares may become or be prejudicially affected or Encumbered in any manner; or
  - iii. the Seller is prevented from Transferring the Sale Shares.

### SCHEDULE III

#### BANK ACCOUNT DETAILS OF THE SELLERS

NAME OF SELLER	NAME OF BANK	ACCOUNT NUMBER	BANK BRANCH AND ADDRESS	IFSC CODE	SWIFT CODE
Vivek Sunder	ICICI Bank	003801081174	Bandra West Branch, Plot 206-221 Krystal Building, Waterfield Road, Bandra (W), Mumbai 400050	ICIC0000038	ICIC0000038
Rahul Bothra	HDFC Bank	50100160479131	HDFC Bank Ltd., Nandakrishna, Plot No 983, 1st Cross, 4th Block, 80 ft Peripheral Rd, S T Bed Layout Koramangala, Bangalore Karnataka 560034	HDFC0002777	HDFCINBBXXX
Dale Francis Vaz	HDFC Bank	59121234554321	HDFC BANK LTD Panduranga Towers Daina Circle Court Road Udupi 576101 HDFC Bank Ltd Udupi Branch	HDFC0000570	HDFCINBB
Girish V Menon	HDFC Bank	50100109655565	No 9, Eterna Koramangala Industrial Layout Koramangala, Bangalore 560095	HDFC0000053	HDFCINBB





**SCHEDULE IV**

**PART A**

**SHAREHOLDING PATTERN OF THE COMPANY AS ON THE EXECUTION DATE**

<b>Name of Shareholders</b>	<b>Equity Shares</b>	<b>MSOP</b>	<b>Series A CCPS</b>	<b>Series B CCPS</b>	<b>Series C CCPS</b>	<b>Series D CCPS</b>	<b>Series E CCPS</b>	<b>Series F CCPS</b>	<b>Series G CCPS</b>	<b>Series H CCPS</b>	<b>Series I CCPS</b>	<b>Total Shares on (FDB)</b>	<b>Percentage</b>
<b>Founders</b>	<b>99,070</b>	<b>49,159</b>	-	-	-	-	-	-	-	-	-	<b>1,48,229</b>	<b>13.44%</b>
Sriharsha Majety	54,690	49,159	-	-	-	-	-	-	-	-	-	1,03,849	9.41%
Lakshmi Nandan Reddy Obul	24,690	-	-	-	-	-	-	-	-	-	-	24,690	2.24%
Rahul Jaimini	19,690	-	-	-	-	-	-	-	-	-	-	19,690	1.78%
<b>ESOP</b>	<b>64,633</b>	-	-	-	-	-	-	-	-	-	-	<b>64,633</b>	<b>5.86%</b>
<b>Investors</b>	<b>3,076</b>	-	<b>61,340</b>	<b>84,345</b>	<b>1,11,766</b>	<b>29,793</b>	<b>1,02,956</b>	<b>80,280</b>	<b>1,18,843</b>	<b>2,47,714</b>	<b>47,637</b>	<b>8,87,750</b>	<b>80.47%</b>
SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	67,728	6.14%
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	75,011	6.80%
Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	58,663	5.32%
Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	15,535	1.41%
Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	5,739	0.52%
RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	4,361	0.40%

Bessemer India Capital Holdings II Ltd.	10	-	-	-	-	9,291	3,539	-	-	-	-	12,840	1.16%
MIH India Food Holdings B.V.	666	-	18,688	12,180	7,477	9,504	77,215	48,174	40,464	1,50,179	30,170	3,94,717	35.78%
Inspired Elite Investments Limited	10	-	720	393	172	220	-	32,106	12,645	11,923	3,606	61,795	5.60%
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	51,478	4.67%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	9,442	0.86%
Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	35,579	3.22%
Tencent Cloud Europe B.V.	186	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	58,125	5.27%
HH BTPL Holdings II Pte. Ltd.	73	-	1,570	1,046	664	844	-	-	-	14,384	-	18,581	1.68%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	10,615	0.96%
Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	2,760	0.25%
Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	257	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	1,508	0.14%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
SVIC No.38 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	905	0.08%
SVIC No.45 New Technology	1	-	-	-	-	-	-	-	-	-	904	905	0.08%

Business Investment L.L.P.													
SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
<b>Other Shareholders</b>	<b>2,656</b>	-	-	-	-	-	-	-	-	-	-	<b>2,656</b>	<b>0.24%</b>
Mauryan First	353	-	-	-	-	-	-	-	-	-	-	353	0.03%
Kamalapat Ratanchand Chopra	38	-	-	-	-	-	-	-	-	-	-	38	0.00%
Volrado Venture Partners Fund II	1,257	-	-	-	-	-	-	-	-	-	-	1,257	0.11%
Sachin R Tendulkar & Anjali S Tendulkar	151	-	-	-	-	-	-	-	-	-	-	151	0.01%
Sushma Anand Jain	605	-	-	-	-	-	-	-	-	-	-	605	0.05%
Samina Hamied	252	-	-	-	-	-	-	-	-	-	-	252	0.02%
<b>TOTAL</b>	<b>1,69,435</b>	<b>49,159</b>	<b>61,340</b>	<b>84,345</b>	<b>1,11,766</b>	<b>29,793</b>	<b>1,02,956</b>	<b>80,280</b>	<b>1,18,843</b>	<b>2,47,714</b>	<b>47,637</b>	<b>11,03,268</b>	<b>100%</b>

## PART B

### SHAREHOLDING PATTERN OF THE COMPANY AS ON THE CLOSING DATE

Name of Shareholders	Equity Shares	MSO P	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Total Shares on (FDB)	Percentage
<b>Founders</b>	<b>96,657</b>	<b>49,159</b>	-	-	-	-	-	-	-	-	-	<b>1,45,816</b>	<b>13.22%</b>
Sriharsha Majety	54,388	49,159	-	-	-	-	-	-	-	-	-	1,03,547	9.39%

Lakshmi Nandan Reddy Obul	24,087	-	-	-	-	-	-	-	-	-	-	24,087	2.18%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	18,182	1.65%
<b>ESOP</b>	<b>64,133</b>	-	-	-	-	-	-	-	-	-	-	<b>64,133</b>	<b>5.81%</b>
<b>Investors</b>	<b>3,076</b>	-	<b>61,340</b>	<b>84,345</b>	<b>1,11,766</b>	<b>29,793</b>	<b>1,02,956</b>	<b>80,280</b>	<b>1,18,843</b>	<b>2,47,714</b>	<b>47,637</b>	<b>8,87,750</b>	<b>80.47%</b>
SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	67,728	6.14%
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	75,011	6.80%
Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	58,663	5.32%
Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	15,535	1.41%
Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	5,739	0.52%
RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	4,361	0.40%
Bessemer India Capital Holdings II Ltd.	10	-	-	-	-	9,291	3,539	-	-	-	-	12,840	1.16%
MIH India Food Holdings B.V.	666	-	18,688	12,180	7,477	9,504	77,215	48,174	40,464	1,50,179	30,170	3,94,717	35.78%
Inspired Elite Investments Limited	10	-	720	393	172	220	-	32,106	12,645	11,923	3,606	61,795	5.60%
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	51,478	4.67%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	9,442	0.86%
Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	35,579	3.22%

Tencent Cloud Europe B.V.	186	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	58,125	5.27%
HH BTPL Holdings II Pte. Ltd.	73	-	1,570	1,046	664	844	-	-	-	14,384	-	18,581	1.68%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	10,615	0.96%
Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	2,760	0.25%
Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	257	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	1,508	0.14%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
SVIC No.38 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	905	0.08%
SVIC No.45 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	905	0.08%
SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
<b>Other Shareholders</b>	<b>5,569</b>	-	-	-	-	-	-	-	-	-	-	<b>5,569</b>	<b>0.50%</b>
Mauryan First	353	-	-	-	-	-	-	-	-	-	-	353	0.03%
Kamalapat Ratanchand Chopra	38	-	-	-	-	-	-	-	-	-	-	38	0.00%
Volrado Venture Partners Fund II	1,257	-	-	-	-	-	-	-	-	-	-	1,257	0.11%

Sachin R Tendulkar & Anjali S Tendulkar	151	-	-	-	-	-	-	-	-	-	-	-	151	0.01%
Sushma Anand Jain	605	-	-	-	-	-	-	-	-	-	-	-	605	0.05%
Samina Hamied	252	-	-	-	-	-	-	-	-	-	-	-	252	0.02%
IIFL Special Opportunities Fund – Series 8	2,898	-	-	-	-	-	-	-	-	-	-	-	2,898	0.26%
QED Innovation Labs LLP	15	-	-	-	-	-	-	-	-	-	-	-	15	0.00%
<b>TOTAL</b>	<b>1,69,435</b>	<b>49,159</b>	<b>61,340</b>	<b>84,345</b>	<b>1,11,766</b>	<b>29,793</b>	<b>1,02,956</b>	<b>80,280</b>	<b>1,18,843</b>	<b>2,47,714</b>	<b>47,637</b>	<b>11,03,268</b>	<b>100%</b>	

**SCHEDULE V**

**FORMAT OF CP COMPLETION NOTICE**

[insert date]

To

**IIFL Special Opportunities Fund – Series 8**  
6th floor, IIFL Centre  
Kamala Mill Compound, S. B. Marg  
Lower Parel, Mumbai 400013

Kind Attn: [●]

**Re: Share Purchase Agreement dated April 03, 2021 (“Agreement”) executed by and amongst Bundl Technologies Private Limited, IIFL Special Opportunities Fund – Series 8 and the Sellers.**

We refer to the Agreement executed by the parties thereto. In this CP Completion Notice, capitalised terms used and not defined shall have the meaning assigned to them under the Agreement.

This CP Completion Notice is being issued pursuant to Clause 3.2 of the Agreement. The Company/the Sellers confirm, certify, declare and acknowledge that:

In accordance with the provisions of Clause 3.2 of the Agreement, we have performed and/or complied with all the obligations and conditions set out in Clause 3.1 (*Conditions Precedent*) of the Agreement, which were required to be performed or observed by each of the Sellers and the Company as Conditions Precedent prior to the Closing Date. Please find enclosed the following documents evidencing fulfilment of each of the Conditions Precedent:

<b>S. No.</b>	<b>Condition Precedent</b>	<b>Documents Enclosed</b>
1.	<insert relevant paragraph reference>	<description of document>

We further confirm that all Seller Warranties are true and correct and not misleading as on the date of this CP Completion Notice.

The declarations, confirmations and statements contained in this CP Completion Notice shall be binding on us, on our respective legal heirs, executors, representatives, successors and administrators.

Yours faithfully

Signed and delivered for and on behalf of:

[insert signature clauses for the Sellers/ authorised representative]

## SCHEDULE VI

### DETAILS FOR NOTICES

Company	Address: Bundl Technologies Pvt Ltd, No. 55, Sy No.8 - 14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru – 560103, Karnataka  India Email: <a href="mailto:secretarial@swiggy.in">secretarial@swiggy.in</a>  Phone: +91 80 6842 2422  Attention: Mr. Lakshmi Nandan Reddy Obul
Purchaser	IIFL Special Opportunities Fund – Series 8  Address: 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013  Tel: + 91 2248765113  Fax: 022-46464706  Attn: Mr. Chetan Naik  E-mail: <a href="mailto:chetan.naik@iiflw.com">chetan.naik@iiflw.com</a> and <a href="mailto:monalisa.ghosh@iiflw.com">monalisa.ghosh@iiflw.com</a>
Sellers	As per the details enumerated in Part A of Schedule I herein.


*[Signature pages follow]*



**IN WITNESS WHEREOF** each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

SIGNED for and on behalf of )

**IIFL SPECIAL OPPORTUNITIES FUND** )  
**– SERIES 8** )

  
.....  
(Authorised Signatory)

IN WITNESS WHEREOF each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

SIGNED for and on behalf of )

**BUNDL TECHNOLOGIES PRIVATE )  
LIMITED )**

M. Sri JH  
.....  
(Authorised Signatory)




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**IN WITNESS WHEREOF** each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

**VIVEK SUNDER**

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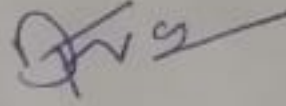
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IN WITNESS WHEREOF each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

DALE FRANCIS VAZ

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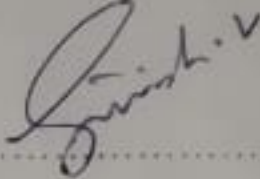
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IN WITNESS WHEREOF each Party has executed this Agreement, or caused this Agreement to be executed by its duly authorised representatives.

**GIRISH MENON**

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