

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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02-Sep-2024 01:35 PM

SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-JY

SUBIN-KAKA-SHCIL58294200583172W

SWIGGY LIMITED AND SELLING SHAREHOLDERS

Article 22 Counter part or Duplicate

AMENDMENT TO OFFER AGREEMENT COUNTER PART

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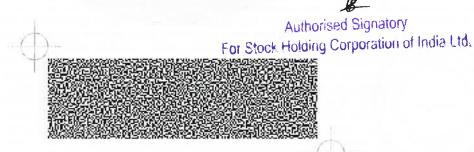
: SWIGGY LIMITED AND SELLING SHAREHOLDERS

BRLMS

: SWIGGY LIMITED AND SELLING SHAREHOLDERS

(One Thousand only)





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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT EXECUTED ON SEPTEMBER 24, 2024

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- 3. In case of any discrepancy please inform the Competent Authority.



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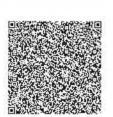
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SWIGGY LIMITED AND SELLING SHAREHOLDERS

Article 5(J) Agreement (in any other cases)

AMENDMENT TO OFFER AGREEMENT

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SWIGGY LIMITED AND SELLING SHAREHOLDERS

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SWIGGY LIMITED AND SELLING SHAREHOLDERS

(Five Hundred only)





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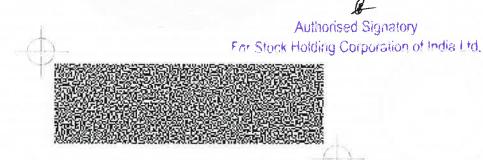
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DATED SEPTEMBER 24, 2024

AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED APRIL 26, 2024

AMONGST

SWIGGY LIMITED

AND

INDIVIDUAL SELLING SHAREHOLDERS (as defined in Annexure A)

AND

CORPORATE SELLING SHAREHOLDERS (as defined in Annexure A)

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

J.P. MORGAN INDIA PRIVATE LIMITED

AND

CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

AND

BOFA SECURITIES INDIA LIMITED

AND

JEFFERIES INDIA PRIVATE LIMITED

AND

ICICI SECURITIES LIMITED

AND

AVENDUS CAPITAL PRIVATE LIMITED



This **AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED APRIL 26, 2024** is entered into on this 24th day of September, 2024 ("**Amendment Agreement**"), amongst:

SWIGGY LIMITED, (formerly known as Swiggy Private Limited and Bundl Technologies Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at No. 55, Sy No. 8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru 560 103, Karnataka, India (hereinafter referred to as the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **FIRST PART**;

AND

THE INDIVIDUALS LISTED IN ANNEXURE A (which are collectively referred to as the "**Individual Selling Shareholders**" and individually, as an "**Individual Selling Shareholder**" for the purpose of this Agreement), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their authorized representatives, successors and permitted assigns), of the **SECOND PART**;

AND

THE ENTITIES LISTED IN ANNEXURE A (which are collectively referred to as the "Corporate Selling Shareholders" and individually, as an "Corporate Selling Shareholder" for the purpose of this Agreement), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their authorized representatives, successors and permitted assigns), of the **THIRD PART**;

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED, a company incorporated under the laws of India and having its office at 1^{st} Floor, 27 BKC, Plot No. C – 27, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**Kotak**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **FOURTH PART**;

AND

J.P. MORGAN INDIA PRIVATE LIMITED, a company incorporated under the laws of India and having its office at J.P. Morgan Tower, Off CST Road Kalina, Santacruz East, Mumbai 400 098, Maharashtra, India (hereinafter referred to as "**J.P. Morgan**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **FIFTH PART**;

AND

CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED, a company incorporated under the laws of India and having its office at 1202, 12th Floor, First International Financial Centre, G-Block, C54 & 55, Bandra Kurla Complex, Bandra (East), Mumbai 400 098, Maharashtra, India (hereinafter referred to as "Citi", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the SIXTH PART;

AND

BOFA SECURITIES INDIA LIMITED, a company incorporated under the laws of India and having its office at Ground Floor, "A" Wing, One BKC, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**BofA**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **SEVENTH PART**;

AND

JEFFERIES INDIA PRIVATE LIMITED, a company incorporated under the laws of India and whose registered office is situated at Level 16, Express Towers, Nariman Point, Mumbai 400 021 Maharashtra, India (hereinafter referred to as "**Jefferies**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **EIGHTH PART.**

AND

ICICI SECURITIES LIMITED, a company incorporated under the laws of India and having its office at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India ("**I-Sec**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **NINTH PART**;

AND

AVENDUS CAPITAL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Platina Building, 9th Floor 901, Plot No C-59 Bandra-Kurla Complex, Bandra (East) Mumbai 400 051 Maharashtra, India (hereinafter referred to as "**Avendus**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns), of the **TENTH PART**.

In this Amendment Agreement:

- (i) the Individual Selling Shareholders and the Corporate Selling Shareholders, are collectively referred to as the "Selling Shareholders" and each, individually as a "Selling Shareholder";
- (ii) Kotak, J.P. Morgan, Citi, BofA, Jefferies, I-Sec and Avendus, are collectively hereinafter referred to as the "Book Running Lead Managers" or the "BRLMs, and individually as a "Book Running Lead Manager" or a "BRLM"; and
- (iii) the Company, the Selling Shareholders and the BRLMs are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) Subject to market conditions, receipt of necessary approvals and other material considerations, the Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of face value of ₹ 1 each of the Company (the "Equity Shares"), comprising: (A) a fresh issue of Equity Shares by the Company ("Fresh Issue"), and (B) an offer for sale of Equity Shares held by the Selling Shareholders, ("Offer for Sale" and such equity shares, the "Offered Shares", and the "Offer"), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto ("Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations") and other Applicable Laws (as defined herein), at such price as may be determined in such manner as set out in the Offer Agreement and by way of the book building process under the SEBI ICDR Regulations.
- (B) The Company had filed a pre-filed draft red herring prospectus dated April 26, 2024, through the Book Running Lead Managers to the Offer, with SEBI ("**Pre-filed DRHP**"). In furtherance of the Offer, the Parties had executed the offer agreement dated April 26, 2024 (the "Offer Agreement"), whereby the parties to the Offer Agreement agreed to certain terms and conditions for and in connection with the Offer.
- (C) Ark India Innovation Capital Private Investment Trust, Accel Leaders 3 Holdings (Mauritius) Ltd., Think India Opportunities Master Fund L.P. and TIMF Holdings, who had earlier consented to participate in the Offer as selling shareholders and had signed and executed the Offer Agreement, have by way of (a) letters dated August 31, 2024 and September 16, 2024 by Ark India Innovation Capital Investment Trust and Accel Leaders 3 Holdings (Mauritius) Ltd.; and (b) email dated August 31, 2024 by Think India Opportunities Master Fund L.P. and TIMF Holdings, informed and sought consent from the Company, about their intention and to withdraw from participating in the offer for sale and have accordingly terminated the Offer Agreement with respect to themselves. Accel India IV (Mauritius) Limited has by way of its board resolution dated September 10, 2024 and by way of its consent letter dated September 24, 2024

increased the number of the Equity Shares it proposes to offer in the Offer for Sale from up to 8,191,595 Equity Shares to 10,572,706 Equity Shares. Accordingly, the number of Equity Shares offered in the Offer for Sale has reduced from up to 186,212,871 Equity Shares to up to 185,286,265 Equity Shares.

- (D) Additionally, on the basis of observations dated August 29, 2024 received from the Securities and Exchange Board of India ("SEBI"), there are certain amendments required to the provisions of the Offer Agreement in respect of pricing related decisions, and the requirements of Clause 10.9.5 of the Amendment cum Waiver Agreement have been complied with in this regard.
- (E) In this regard, the Offer Agreement is required to be amended to align the decision making process relating to pricing for the Offer with the regulatory directive of SEBI. Accordingly, the Parties have agreed to enter into this Amendment Agreement to amend certain provisions of the Offer Agreement in relation to the decision making process relating to pricing for the Offer.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **DEFINITIONS**

1.1 In this Amendment Agreement, unless the context otherwise requires, all capitalized terms used in this Amendment Agreement that are not specifically defined herein, shall have the meaning assigned to them in the Offer Agreement or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.

2. AMENDMENT

2.1. Recital 1 of the Offer Agreement shall be replaced in its entirety with the following:

"The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of the face value of ₹ 1 each of the Company (the "Equity Shares"), comprising: (A) a fresh issue of Equity Shares by the Company aggregating up to ₹ 37,500 million (the "Fresh Issue"), and (B) an offer for sale of up to 185,286,265 Equity Shares ("Offer for Sale", and such Equity Shares, "Offered Shares") in aggregate by the Selling Shareholders, details of which are provided in Annexure A. The Fresh Issue and the Offer for Sale are collectively referred to as the "Offer". The Offer shall be undertaken in accordance with the requirements of the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations") and other Applicable Law (defined below), through the book building process (the "Book Building"), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined through the Book Building Process (the "Offer Price"). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, (B) outside the United States to investors that are not U.S. persons (as defined under Regulation S ("Regulation S") of the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act")) and not persons acquiring for the account or benefit of U.S. persons in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the U.S. Securities Act, as amended and the applicable laws of the jurisdictions where offers and sales occur; and (C) to investors in the United States, or to or for the account or benefit of, U.S. persons, in each case that are both "qualified institutional buyers" as defined in Rule 144A ("Rule 144A") under the U.S. Securities Act in transactions exempt from the registration requirements of the U.S. Securities Act and "qualified purchasers" as defined under the U.S. Investment Company Act of 1940 ("U.S. Investment Company Act") in reliance upon Section 3 (c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below) by the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the Applicable Law (including the SEBI ICDR Regulations). The Company and the Selling Shareholders, in consultation with the BRLMs, may consider a Pre-IPO Placement (defined below) comprising a fresh issue of such number of Equity Shares aggregating up to ₹ 7,500 million. If the Pre-IPO Placement is undertaken, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement, subject to the Offer complying with Rule 19(2)(b) of SCRR."

2.2. Recital 2 of the Offer Agreement shall be replaced in its entirety with the following:

"The board of directors of the Company (the "**Board of Directors**") has pursuant to resolutions dated April 18, 2024 approved the Offer and pursuant to a resolution dated April 25, 2024, taken on record the participation of the Selling Shareholders in the Offer for Sale. Further, the Fresh Issue has been approved by a special resolution adopted pursuant to Section 62 of the Companies Act, 2013 at the meeting of the shareholders of the Company held on April 23, 2024. Further, subject to a resolution of the shareholders of the Company, Offer has been approved by the Board of Directors pursuant to a resolution dated August 21, 2024.."

2.3. Clause 2.1 of the Offer Agreement shall be replaced in its entirety with the following:

"(i) The Board or the IPO Committee of the Company, and the Selling Shareholders, in consultation with the BRLMs, shall decide the terms of the Offer, including, without limitation, the Bid/ Offer Period, Bid/ Offer Opening Date and Bid/ Offer Closing Date (including the Bid/Offer Closing Date applicable to the Qualified Institutional Buyers and the Anchor Investor Bid/ Offer Date), size of the Offer, including any revisions thereof, and/ or reservations (if any) in accordance with Applicable Law. Further, the Price Band, the Anchor Investor Offer Price and the Offer Price (including any revision thereof) and retail and/ or employee discount (if any) shall be decided by the Board of the Company, in consultation with the BRLMs. A certified true copy of the relevant resolution passed by the Board of Directors of the Company in respect of any such terms, including any revisions thereof, shall be provided by the Company to the Selling Shareholders and the BRLMs."

2.4. The definition of "Pre-IPO Placement" shall be deleted under "A. DEFINITIONS".

2.5. Clause 3.1.23 of the Offer Agreement shall be replaced in its entirety with the following:

"the Company shall not, without the prior written consent of the BRLMs acting reasonably, during the period commencing from the date of this Agreement until the earlier of (both days included) (a) the date of Allotment; (b) the date on which the Bid monies are refunded on account of, inter alia, failure to obtain listing approvals in relation to the Offer or under-subscription in the Offer; or (c) the date on which the Board of Directors of the Company decides to not undertake the Offer (directly or indirectly) (i) issue, offer, lend, contract to issue, issue any option or contract to issue, offer any option or contract to offer or issue, or grant any option, right or warrant to purchase, lend, or otherwise cause the transfer, disposal of or creation of any Encumbrances in relation to any Equity Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Equity Shares; (ii) enter into any swap or other arrangement that results in the transfer, in whole or in part, any of the economic consequences of ownership of Equity Shares or any other securities convertible into or exercisable as or exchangeable for Equity Shares; (iii) publicly announce any intention to enter into any transaction described in (i) or (ii) above; whether any such transaction described in (i) or (ii) above is to be settled by delivery of Equity Shares or such other securities, in cash or otherwise; provided, however, that none of the foregoing shall be applicable to the issue and transfer of Equity Shares pursuant to the Offer or the conversion of the CCPS, as contemplated in the Offer Documents, or issue and allotment of Equity Shares pursuant to exercise of options granted under the ESOP Schemes."

2.6. Clause 3.1.24 of the Offer Agreement shall be replaced in its entirety with the following:

"except for the issuance of any Equity Shares (a) pursuant to exercise of options granted under the ESOP Schemes or (b) pursuant to the Fresh Issue, the Company does not intend or propose to alter the capital structure for a period of six months from the Bid/Offer Opening Date, by way of split or consolidation of the denomination of Equity Shares, or further issue of specified securities (including issue of securities convertible into or exchangeable for, directly or indirectly into Equity Shares), whether on a preferential basis or by issue of bonus Equity Shares or on a rights basis or further public issue of Equity Shares or otherwise. Except for allotment of Equity Shares pursuant to (i) exercise of options granted under the ESOP Schemes, (ii) conversion of the CCPS, and (iii) the Fresh Issue, there will be no further issuance of Equity Shares whether by way of issue of bonus shares, preferential allotment, rights issue or in any other manner during the period commencing from the date of receipt of observations from the SEBI on the Pre-Filed Draft Red Herring Prospectus, until the Equity Shares have been listed on the Stock Exchanges or all application monies have been refunded or unblocked, as the case may be, in the event there is a failure of the Offer. Any issuance of specified securities, prior to receipt of observations from the SEBI on this Pre-Filed DRHP, shall be undertaken subject to intimation to the SEBI and Stock Exchanges;"

2.7. Clause 3.1.25 of the Offer Agreement shall be replaced in its entirety with the following:

"all of the issued, subscribed, paid-up and outstanding share capital of the Company, Fresh Issue and the Offered Shares proposed to be Allotted in the Offer for Sale, has been and shall be duly authorized, validly issued in compliance with Applicable Law, fully paid-up and conform to the description thereof contained in the Offer Document, and the names of the Selling Shareholders appear as holders of their respective portion of the Offered Shares in the register of members of the Company;"

2.8. Clause 12.15 (ix) of the Offer Agreement shall be replaced in its entirety with the following:

"the benefit of a clear market to the BRLMs prior to the Offer, and in connection therewith, from the filing of UDRHP-II with SEBI, no offering or sale of debt or equity securities or equity-linked offering of any type (including any offering of securities convertible or exchangeable for the Equity Shares) or hybrid securities of any type of the Company Entities or issue of any type will be undertaken by the Company Entities, without prior consultation with and written approval of the BRLMs, except for the following: (i) any grant of employee stock options or issuance of Equity Shares pursuant to the ESOP Schemes, (ii) issuance of Equity Shares pursuant to conversion of CCPS, (iii) any sale of Equity Shares by MIH from the filing of the UDRHP-II with SEBI until the date of listing and commencement of trading of the Equity Shares of the Company, subject to prior consultation with the BRLMs, provided, however that any such sale shall be finally determined at MIH's sole discretion; (iv) any sale of Equity Shares apart from the Offered Shares by any Selling Shareholder (except for MIH), from the filing of UDRHP-II with SEBI until the filing of RHP with RoC, subject to prior consultation with the BRLMs, provided that subject to the proviso below of this Clause 12.15 (ix), any such sale shall be finally determined at such Selling Shareholder's sole discretion.

Provided that any sale of Equity Shares, apart from the Offered Shares, may be undertaken by any Selling Shareholder, to the extent of up to US\$ 20 million for each such Selling Shareholder, from the date of the UDRHP-II until the date of the RHP, which will be at such Selling Shareholder's sole discretion."

2.9. Annexure A to the Offer Agreement shall be replaced in its entirety with the following:

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
Corporate Sell	ing Shareholders				
1.	Accel India IV (Mauritius) Limited	Up to 10,572,706 Equity Shares	April 8, 2024 read with September 10, 2024	April 25, 2024 and September 24, 2024	Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Tel: +230 401 2300 Fax: 230 401 2301 E-mail: rzamboldi@accel.com Attention: Director Copy to: Richard Zamboldi
2.	Alpha Wave Ventures, LP	Up to 5,573,473 Equity Shares	April 23, 2024	April 25, 2024 and September 24, 2024	Address: Alpha Wave Ventures, LP, Maples and Calder, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands Attention: Ms. Cathy Weist

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Email: cweist@alphawaveglobal.c om and notices.awvii@alphawaveg lobal.com With copies (which shall not constitute notice and shall necessarily include copies by email to) Address: Alpha Wave Global LP, 667 Madison Avenue, 19th Floor, New York, USA, 10065, USA Email: cweist@alphawaveglobal.c om
3.	Apoletto Asia Ltd	Up to 1,696,504 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
4.	Ark India Food- Tech Private Investment Trust	Up to 301,406 Equity Shares	April 9, 2024	April 25, 2024 and September 24, 2024	Address: (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 E-mail: alan.kim@arkimpact.co.kr Attention: Alan Jungsoo Kim Copy to:

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Address: KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8- gil, Yeongdeungpo-gu, Seoul, Korea 07331 Attention: Yoo Jin Choi Email: aco.kbg@kbfg.com
5.	Baron Emerging Markets Fund	Up to 1,241,816 Equity Shares	April 25, 2024	April 25, 2024	Address: 767 Fifth Avenue, 49th Floor, New York, NY 10153 E-mail: ppatalino@baronfunds.co m; ktreglia@baronfunds.com Attention: Legal Department
6.	Coatue PE Asia XI LLC	Up to 3,885,413 Equity Shares	April 15, 2024	April 25, 2024 and September 24, 2024	Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57th Street, 25th Floor New York, NY 10019 USA Email: zfeingold@coatue.com Tel: +1-212-715-5160 Attention: Zachary Feingold With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw, akrishnan@goodwinlaw.co m
7.	DST Asia VI	Up to 1,031,116 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Address: 6 th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
8.	DST EuroAsia V B.V	Up to 5,621,668 Equity Shares	April 22, 2024	April 25, 2024 and September 24, 2024	Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands Tel: +44 20 73181180 E-mail: mpessel@dsteuroasiav.nl, hzunnebeld@dsteuroasiav.nl Attention: Marc Pessel; Hans Zunnebeld With a copy (which shall
	Planetia	H.	March 7, 2024	A: 1 25 2004	not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
9.	Elevation Capital V Limited	Up to 7,396,253 Equity Shares	March 7, 2024	April 25, 2024 and September 24, 2024	Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Email: elevationcapital.operations @apexfs.group Attention: Directors Phone: +230 467 3000
10.	Goldman Sachs Asia Strategic Pte. Ltd	Up to 134,868 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com. sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
11.	Harmony Partners (Mauritius) Ltd.	Up to 626,729 Equity Shares	April 18, 2024	April 25, 2024 and September 24, 2024	Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius- CST2@jtcgroup.com Attention: To the Board of Directors
12.	HH BTPL Holdings II Pte. Ltd.	Up to 2,021,171 Equity Shares	April 10, 2024	April 25, 2024 and September 24, 2024	Address: 12 Marina View, #11-01 Asia Square Tower 2, Singapore (018961) Attention: Jennifer Neo With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com,

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					akrishnan@goodwinlaw.co m
13.	Inspired Elite Investments Limited	Up to 6,747,246 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Tel: +86 15901650624 E-mail: scd.swiggy@meituan.com Attention: Zhu Wenqian
14.	Lynks Shareholders' Trust	Up to 138,975 Equity Shares	March 18, 2024	April 25, 2024 and August 19, 2024	Address: A3, Chandra Vilas Apartments, 3rd Floor, No.19, 8th Cross Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Email: vijaypc@ramcocements.co .in Attention: Mr. G.Ramanarayanan and P.C. Vijay
15.	MIH India Food Holdings B.V.	Up to 118,215,233 Equity Shares	April 24, 2024	April 25, 2024	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com
16.	Norwest Venture Partners VII-A- Mauritius	Up to 6,406,307 Equity Shares	April 18, 2024	April 25, 2024 and September 24, 2024	Attention: The Board of Directors Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: Dilshaad.Rajabalee@apexf s.group Cc: bhui@nvp.com Phone: +230 467 3000 Facsimile: +230 467 4000
17.	Tencent Cloud Europe B.V.	Up to 6,327,243 Equity Shares	March 7, 2024	April 25, 2024 and September 24, 2024	Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054 Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.com with a copy to: Address: Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email:
18.	Time Capital Foodtech Advisors LP (ARK Impact)	Up to 86,127 Equity Shares	April 9, 2024	April 25, 2024 and September 24, 2024	legalnotice@tencent.com Address: Ark Impact Asset Management Inc., 17F FKI Tower, 24 Yeoui-daero, Yeongdeungpo-gu Seoul 07320, Korea. E-mail: alan.kim@arkimpact.co.kr Attention: Jungsoo Kim
19.	Times Internet Limited	Up to 1,123,320 Equity Shares	March 14, 2024	April 25, 2024 and September 24, 2024	Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016 E-mail: mahesh.gupta@timesintern et.in, investornotices@timesinter net.in., thejaswi.Kolla@timesgrou p.com Attention: Mr. Mahesh Gupta, Vice President, Finance
20.	West Street Global Growth Partners (Singapore) Pte. Ltd.	Up to 698,477 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com. sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
21.	West Street Global Growth Partners Emp (Singapore) Pte. Ltd.	Up to 65,196 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com. sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
Individual Sell	ing Shareholders				
	Nandan Reddy Obul	1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Tel: + 91 9972423094 E-mail: nandan@swiggy.in Attention: Lakshmi Nandan Reddy Obul
23.	P.R.Venketrama Raja	Up to 692,176 Equity Shares	Not applicable	April 25, 2024 and September 24, 2024	Address: 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 E-mail: PRV@ramco.com
24.	Rahul Jaimini	Up to 1,163,830 Equity Shares	Not applicable	April 25, 2024 and September 24, 2024	Address: B2202, Mahindra Windchimes, Bannerghatta Main Road, Near Arekere Lake, Bangalore 560076 Tel: +91 8861748842 E-mail: rahul.jaimini@gmail.com
25.	Samina Hamied	Up to 27,520 Equity Shares	Not applicable	April 25, 2024	Address: 401/402, RK Sadan 63 Sir Pochkhanwala Road, Mumbai - 400025, Maharashtra, India

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Tel: 9820557094 E-mail: Samina@cipla.com
26.	Sriharsha Majety	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh Tel: +91 9849181777 E-mail: harsha@swiggy.in Attention: Sriharsha Majety

2.10. Annexure B to the Offer Agreement shall be replaced in its entirety with the following:

ANNEXURE B - INTER-SE RESPONSIBILITIES OF THE BRLMS

Sr. No	Activities	Responsibility	Coordination
1.	Due diligence of the Company including its operations/management/business plans/legal etc. Drafting and design of the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, abridged prospectus and application form. The BRLMs shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI including finalisation of Prospectus and RoC filing.	BRLMs	Kotak
2.	Capital structuring with the relative components and formalities such as type of instruments, size of issue, allocation between primary and secondary, etc.	BRLMs	Kotak
3.	Positioning Strategy and drafting of business section of the Draft Red Herring Prospectus, Red Herring Prospectus, and Prospectus	BRLMs	J.P. Morgan
4.	Drafting and approval of all statutory advertisements	BRLMs	Kotak
5.	Drafting and approval of all publicity material other than statutory advertisement as mentioned above including corporate advertising, brochure, etc. and filing of media compliance report	BRLMs	Citi
6.	Appointment of intermediaries - Registrar to the Offer, advertising agency, Banker(s) to the Offer, Sponsor Bank, printer and other intermediaries, including coordination of all agreements to be entered into with such intermediaries	BRLMs	Kotak
7.	Preparation of road show presentation	BRLMs	J.P. Morgan
8.	Preparation of frequently asked questions	BRLMs	Citi
9.	International institutional marketing of the Offer (US, UK), which will cover, inter alia: • marketing strategy; • Finalizing the list and division of investors for one-to-one meetings; and • Finalizing road show and investor meeting schedule	BRLMs	Citi
10.	International institutional marketing of the Offer (rest of world ex – US, UK), which will cover, <i>inter alia</i> : • marketing strategy;	BRLMs	J.P. Morgan

Sr. No	Activities	Responsibility	Coordination
2.10	• Finalizing the list and division of investors for one-to-one meetings; and		
	Finalizing road show and investor meeting schedule		
11.	Domestic institutional marketing of the Offer, which will cover, <i>inter alia</i> : • marketing strategy;	BRLMs	Kotak
	• Finalizing the list and division of investors for one-to-one meetings; and		
	Finalizing road show and investor meeting schedule		
12.	Retail marketing of the Offer, which will cover, <i>inter alia</i> , • Finalising media, marketing and public relations strategy including list of frequently asked questions at road shows;	BRLMs	I-Sec
	• Finalising centres for holding conferences for brokers, etc.;		
	 Follow-up on distribution of publicity and Offer material including application form, the Prospectus and deciding on the quantum of the Offer material; and 		
	Finalising collection centres		
13.	Non-Institutional marketing of the Offer, which will cover, <i>inter alia</i> , • Finalising media, marketing and public relations strategy including list of frequently asked questions at road shows;	BRLMs	I-Sec
	Finalising centres for holding conferences for brokers, etc.;		
	 Follow-up on distribution of publicity and Offer material including application form, the Prospectus and deciding on the quantum of the Offer material; and 		
	Finalising collection centres		
14.	Coordination with Stock Exchanges for book building software, bidding terminals, mock trading, anchor coordination, anchor CAN and intimation of anchor allocation	BRLMs	I-Sec
15.	Managing the book and finalization of pricing in consultation with the Company	BRLMs	J.P. Morgan
16.	Post bidding activities including management of escrow accounts, coordinate non- institutional allocation, coordination with Registrar, SCSBs, Sponsor Banks and other Bankers to the Offer, intimation of allocation and dispatch of refund to Bidders, etc. Other post-Offer activities, which shall involve essential follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising Company about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds, payment of STT on behalf of the Selling Shareholders and coordination with various agencies connected with the post-Offer activity such as Registrar to the Offer, Bankers to the Offer, Sponsor Bank, SCSBs including responsibility for underwriting arrangements, as applicable. Coordinating with Stock Exchanges and SEBI for submission of all post-Offer reports including the final post-Offer report to SEBI	BRLMs	I-Sec

3. MISCELLANEOUS

3.1. Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.

- 3.2. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only, with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue in full force and effect and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.
- 3.3. In the event of conflict between the provisions of the Offer Agreement and the Amendment Agreement in respect of the subject matter hereof, the provisions of the Amendment Agreement shall prevail. In all other instances of conflict between the provisions of this Amendment Agreement and the Offer Agreement, the provisions of the Offer Agreement shall prevail.
- 3.4. No addition to, variation, novation or agreed cancellation of any provision of this Amendment Agreement shall be binding upon the Parties unless made in writing and duly executed by or on behalf of the Parties.
- 3.5. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and this Amendment Agreement shall be read in conjunction with the Offer Agreement and shall constitute the entire understanding between the Parties with respect to the subject matter hereof.
- 3.6. This Amendment Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India, subject to Clause 16 of the Offer Agreement, the courts in Mumbai, India shall have sole and exclusive jurisdiction in all matters arising pursuant to this Amendment Agreement.
- 3.7. This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted electronically, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

[Signature pages follow]

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of SWIGGY LIMITED

Authorized Signatory Name: Rahul Bothra

Designation: Chief Financial Officer

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Kotak Mahindra Capital Company Limited

Authorized Signatory

Name: Vishal Bandekar / /ejidv

Designation: Managing Director – ECF

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of J.P. Morgan India Private Limited

Authorized Signatory Name: Chandresh Chheda Designation: Managing Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Citigroup Global Markets India Private Limited



Authorized Signatory Name: Pankaj Jain

Designation: Managing Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **BofA Securities India Limited**

Name: Debasish Purohit

If [mohil

Designation: Managing Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Jefferies India Private Limited

Name: Ashutosh Prajapati

Designation: Senior Vice President

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Avendus Capital Private Limited

Souther (1)

Authorized Signatory Name: Sarthak Sawa Designation: Vice President

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of ICICI Securities Limited

Name: Gaurav Mittal Designation: AVP

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH OF THE SELLING

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly

For and on behalf of

Accel India V (Mauritius) Limited

Authorized Signatory Name: Aslam Koomar Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Alpha Wave Ventures, LP By Falcon Special Opportunities General Partner, LP its general partner

Name: Cathy Weist

Designation: Authorized Signatory

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Apoletto Asia Ltd

Authorized Signatory Name: **Varsha Okil** Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Ark India Food-Tech Private Investment Trust.

Authorized Signatory Name: Jungsoo Kim Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Baron Emerging Markets Fund

Authorized Signatory

Name: Patrick M. Patalino Designation: General Counsel

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Coatue PE Asia XI LLC

Name: Zachary Feingold

Designation: Authorized Signatory

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of DST Asia VI

Authorized Signatory Name: Varsha OKil Designation: Drecker

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of DST Euroasia V B.V

Authorized Signatory Name: Despoina Zinonos Designation: Director A

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Elevation Capital V Limited

Authorized Signatory

Name: Jihane Muhamodsaroar

Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Goldman Sachs Asia Strategic Pte. Ltd

(a)

Authorized Signatory Name: Tan Ching Chek Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of MIH India Food Holdings B.V.

Authorized Signatory Name: Paul Peake

Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of

Harmony Partners (Mauritius) Ltd

Name: Manogaran Thamothiram Designation: Authorized Signatory

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of HH BTPL Holdings II Pte. Ltd.

Authorized Signatory Name: Jennifer Neo

Designation: Authorized Signatory

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Lynks Shareholders' Trust.

Authorized Signatory Name:P.C.Vijay

Designation: Trustee

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Inspired Elite Investments Limited.

Authorized Signatory: Name: Wenqian Zhu

Designation: Authorised Signatory

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Norwest Venture Partners VII-A-Mauritius

Authorized Signatory Name: Dilshaad Rajabalee

De ajabalee

Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of TENCENT CLOUD EUROPE B.V.

Authorized Signatory

Name: Constant Pieter van der Merwe

DocuSigned by:

C0CD92D12B947B.

Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and of behalf of Times Internet Limited

Authorised Signatory

Name: Mr. Mahesh Chand Gupta Designation: VP-Finance

Authorised Signatory

Name: Mr. Ashish Khude

(As the duly constituted power of attorney holder for the Times Internet Limited)

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Time Capital Foodtech Advisors LP

Authorized Signatory Name: Jungsoo Kim Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of West Street Global Growth Partners (Singapore) Pte. Ltd.

(a)

Authorized Signatory Name: Tan Ching Chek Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of West Street Global Growth Partners Emp (Singapore) Pte. Ltd.

6

Authorized Signatory Name: Tan Ching Chek Designation: Director

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Lakshmi Nandan Reddy Obul

Authorized Signatory

Name:

Designation:

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of P.R.Venketrama Raja.

Mudel - May.

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

Authorized Signatory

Name: Rahul Jaimini

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Samina Hamied

Samina Hamied

Samuna Hanned

IN WITNESS WHEREOF, this Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of Sriharsha Majety

Authorized Signatory

M-8- 8/28

Name:

Designation:

ANNEXURE A – DETAILS OF SELLING SHAREHOLDERS

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
	ing Shareholders	**	1 1 0 2024	25 2024	4.11
1.	Accel India IV (Mauritius) Limited	Up to 10,572,706 Equity Shares	April 8, 2024 read with September 10, 2024	April 25, 2024 and September 24, 2024	Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Tel: +230 401 2300 Fax: 230 401 2301 E-mail: rzamboldi@accel.com Attention: Director Copy to: Richard Zamboldi
2.	Alpha Wave Ventures, LP	Up to 5,573,473 Equity Shares	April 23, 2024	April 25, 2024 and September 24, 2024	Address: Alpha Wave Ventures, LP, Maples and Calder, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands Attention: Ms. Cathy Weist Email: cweist@alphawaveglobal.com and notices.awvii@alphawave global.com With copies (which shall not constitute notice and shall necessarily include copies by email to) Address: Alpha Wave Global LP, 667 Madison Avenue, 19th Floor, New York, USA, 10065, USA Email: cweist@alphawaveglobal.com
3.	Apoletto Asia Ltd	Up to 1,696,504 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Address: 6 th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
4.	Ark India Food-Tech Private Investment Trust	Up to 301,406 Equity Shares	April 9, 2024	April 25, 2024 and September 24, 2024	Address: (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 E-mail: alan.kim@arkimpact.co.k r Attention: Alan Jungsoo Kim Copy to: Address: KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07331 Attention: Yoo Jin Choi Email: aco.kbg@kbfg.com
5.	Baron Emerging Markets Fund	Up to 1,241,816 Equity Shares	April 25, 2024	April 25, 2024	Address: 767 Fifth Avenue, 49th Floor, New York, NY 10153 E-mail: ppatalino@baronfunds.co m; ktreglia@baronfunds.com Attention: Legal Department
6.	Coatue PE Asia XI LLC	Up to 3,885,413 Equity Shares	April 15, 2024	April 25, 2024 and September 24, 2024	Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57th Street, 25th Floor New York, NY 10019 USA

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
7.	DST Asia VI	Up to 1,031,116 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Email: zfeingold@coatue.com Tel: +1-212-715-5160 Attention: Zachary Feingold With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore Userail: yrana@goodwinlaw, akrishnan@goodwinlaw.com Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore Land of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore Land Tower, Singapore ULP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com, akrishnan@goodwinlaw.com, akrishnan@goodwinlaw.com, akrishnan@goodwinlaw.com
8.	DST EuroAsia V B.V	Up to 5,621,668 Equity Shares	April 22, 2024	April 25, 2024 and September 24, 2024	Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands Tel: +44 20 73181180

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					E-mail: mpessel@dsteuroasiav.nl, hzunnebeld@dsteuroasiav .nl Attention: Marc Pessel; Hans Zunnebeld With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31- 01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.c
9.	Elevation Capital V Limited	Up to 7,396,253 Equity Shares	March 7, 2024	April 25, 2024 and September 24, 2024	Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: elevationcapital.operation s@apexfs.group Attention: Directors Phone: +230 467 3000
10.	Goldman Sachs Asia Strategic Pte. Ltd	Up to 134,868 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com .sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
11.	Harmony Partners (Mauritius) Ltd.	Up to 626,729 Equity Shares	April 18, 2024	April 25, 2024 and September 24, 2024	Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius- CST2@jtcgroup.com Attention: To the Board of Directors
12.	HH BTPL Holdings II Pte. Ltd.	Up to 2,021,171 Equity Shares	April 10, 2024	April 25, 2024 and September 24, 2024	Address: 12 Marina View, #11-01 Asia Square Tower 2, Singapore (018961) Attention: Jennifer Neo With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
13.	Inspired Elite Investments Limited	Up to 6,747,246 Equity Shares	April 24, 2024	April 25, 2024 and September 24, 2024	Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Tel: +86 15901650624 E-mail: scd.swiggy@meituan.co m Attention: Zhu Wenqian
14.	Lynks Shareholders' Trust	Up to 138,975 Equity Shares	March 18, 2024	April 25, 2024 and August 19, 2024	Address: A3, Chandra Vilas Apartments, 3rd Floor, No.19, 8th Cross Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Email: vijaypc@ramcocements.c o.in Attention: Mr. G.Ramanarayanan and P.C. Vijay

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
15.	MIH India Food Holdings B.V.	Up to 118,215,233 Equity Shares	April 24, 2024	April 25, 2024	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.co m Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com
16.	Norwest Venture Partners VII-A- Mauritius	Up to 6,406,307 Equity Shares	April 18, 2024	April 25, 2024 and September 24, 2024	Attention: The Board of Directors Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: Dilshaad.Rajabalee@apex fs.group Cc: bhui@nvp.com Phone: +230 467 3000 Facsimile: +230 467 4000
17.	Tencent Cloud Europe B.V.	Up to 6,327,243 Equity Shares	March 7, 2024	April 25, 2024 and September 24, 2024	Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054 Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.co m with a copy to: Address: Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email: legalnotice@tencent.com

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
18.	Time Capital Foodtech Advisors LP (ARK Impact)	Up to 86,127 Equity Shares	April 9, 2024	April 25, 2024 and September 24, 2024	Address: Ark Impact Asset Management Inc., 17F FKI Tower, 24 Yeoui- daero, Yeongdeungpo-gu Seoul 07320, Korea. E-mail: alan.kim@arkimpact.co.k r Attention: Jungsoo Kim
19.	Times Internet Limited	Up to 1,123,320 Equity Shares	March 14, 2024	April 25, 2024 and September 24, 2024	Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016 E-mail: mahesh.gupta@timesinter net.in, investornotices@timesint ernet.in., thejaswi.Kolla@timesgro up.com Attention: Mr. Mahesh Gupta, Vice President, Finance
20.	West Street Global Growth Partners (Singapore) Pte. Ltd.	Up to 698,477 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com .sg // teo.anna@bslcs.com.sg Attention: Director // Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
21.	West Street Global Growth Partners Emp (Singapore) Pte. Ltd.	Up to 65,196 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024 and September 24, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com .sg / teo.anna@bslcs.com.sg

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
Individual Sell	ling Shareholders				100 002 2510 0721
22.	Lakshmi Nandan Reddy Obul	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Tel: + 91 9972423094 E-mail: nandan@swiggy.in Attention: Lakshmi Nandan Reddy Obul
23.	P.R.Venketrama Raja	Up to 692,176 Equity Shares	Not applicable	April 25, 2024 and September 24, 2024	Address: 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 E-mail: PRV@ramco.com
24.	Rahul Jaimini	Up to 1,163,830 Equity Shares	Not applicable	April 25, 2024 and September 24, 2024	Address: B2202, Mahindra Windchimes, Bannerghatta Main Road, Near Arekere Lake, Bangalore 560076 Tel: +91 8861748842 E-mail: rahul.jaimini@gmail.com
25.	Samina Hamied	Up to 27,520 Equity Shares	Not applicable	April 25, 2024	Address: 401/402, RK Sadan 63 Sir Pochkhanwala Road, Mumbai - 400025, Maharashtra, India Tel: 9820557094 E-mail: Samina@cipla.com
26.	Sriharsha Majety	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: D No - 11-25- 15, KT Road, Vijayawada - 520001, Andhra Pradesh Tel: + 91 9849181777 E-mail: harsha@swiggy.in

Sl. No.	Name	Number of Offered Shares (assuming full conversion of the CCPS held as on the date of the Pre-filed DRHP)	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Attention: Sriharsha Majety