



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA39264047859932S
Certificate Issued Date : 06-May-2020 03:04 PM
Account Reference : NONACC (FI)/ kacrsf108/ ULSOOR1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0885513372047631S
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : DEED OF ACCESSION AND ADHERENCE TO SHARE SUBSCRIPTION AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : SRIHARSHA MAJETY
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.snci-estamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

DEED OF ACCESSION AND ADHERENCE

This **DEED OF ACCESSION and ADHERENCE TO THE SHARE SUBSCRIPTION AGREEMENT** (the “**Deed**”) is made this 13th day of May, 2020 (“**Execution Date**”)

BETWEEN

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 Bangalore Karnataka 560103 (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 successors and permitted assigns);

AND

THE PERSON whose name, address and other particulars are set out in **SCHEDULE I** (hereinafter referred to as “**Acceding Party**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and permitted assigns);

AND

THE PERSONS whose names, addresses and other particulars are set out in **SCHEDULE IA** (each a “**Founder**” and collectively the “**Founders**” hereinafter, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and permitted assigns).

The Company, the Acceding Party, and the Founders shall be hereinafter referred to collectively as Parties and individually as Party.

WHEREAS:

- A. This Deed is with reference to the Share Subscription Agreement (“**SSA**”) dated February 11, 2020 executed between the Company and the Investors (persons whose details are set forth in **SCHEDULE IB**), documenting the terms and conditions of the subscription of the Series I CCPS of the Company by each of the Investors thereunder attached herein as **SCHEDULE III**.
- B. The Founders and the Company have requested the Acceding Party to invest in the capital of the Company, and in reliance upon the Warranties, covenants, undertakings and indemnities made by the Company and the Founders, the Acceding Party is desirous of investing in the Company’s share capital and subscribing to the Series I CCPS and Equity Shares offered to it by the Company and the Founders as set out in **SCHEDULE II**.
- C. The Parties have agreed to enter into this Deed to record the terms with respect to the Acceding Party’s rights and obligations vis-a-vis the Series I CCPS and Equity Shares to be subscribed by the Acceding Party.
- D. In accordance with Clause 6.14 of SSA, the Parties hereby have agreed to enter into this Deed to amend and supplement the understanding contained in the SSA and to make the Acceding Party, parties to the SSA and accordingly set out the rights and obligations in this regard. Immediately upon the delivery of this Deed to the Company, the Acceding Party shall, without any further act or deed, become parties to the SSA.

Unless otherwise specified, capitalised terms used but not defined herein shall have the same meaning ascribed to such terms in the SSA.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. The Acceding Party hereby agrees to subscribe to, and the Company hereby agrees to, and the Founders hereby shall cause the Company to, issue and allot Acceding Party's allocation of the Acceding Party Securities against payment of the Acceding Party Subscription Amount as set out in **SCHEDULE II** herein, at per Series I CCPS price of INR 236,130 (Indian Rupees Two Hundred and Thirty Six Thousand One Hundred and Thirty only) comprising of face value of INR 10 (Indian Rupees Ten only) and securities premium of INR 236,120 (Indian Rupees Two Hundred Thirty Six Thousand and One Hundred and Twenty only) and per Equity Share price of INR 236,130 (Indian Rupees Two Hundred and Thirty Six Thousand One Hundred and Thirty only) comprising of face value of INR 1 (Indian Rupee One only) and securities premium of INR 236,129 (Indian Rupees Two Hundred Thirty Six Thousand and One Hundred and Twenty Nine only), into the Company's designated bank account, on such date (the "**Acceding Party Closing Date**") which is no later than 10 (Ten) days from the receipt of the CP Confirmation evidencing completion of the Conditions Precedent listed under Schedule 6 of the SSA read with Clause 3 of the SSA.

For the purposes of this Deed, "**Acceding Party Securities**" shall mean the total number of Equity Shares and Series I CCPS of the Company as set out in **SCHEDULE II** to be issued to the Acceding Party and "**Acceding Party Subscription Amount**" shall mean the total amount as set out in **SCHEDULE II** to be invested by the Acceding Party to subscribe to the Acceding Party Securities. For avoidance of doubt, any reference to: (a) "**Investors**" under the SSA shall also include references to "**Acceding Party**" in the Deed; (b) "**Investor Securities**" and/or "**Series I CCPS**" under the SSA shall also include references to "**Acceding Party Securities**" in the Deed; (c) "**Subscription Amount**" under the SSA shall also include references to "**Acceding Party Subscription Amount**" in the Deed; (d) "**Execution Date**" under the SSA shall include references to the "**Execution Date**" in the Deed; and (e) "**Closing Date**" under the SSA shall also include references to "**Acceding Party Closing Date**" in the Deed.

2. The Company shall complete all actions required under the terms of the SSA for the issue and allotment of the Acceding Party Securities on the Acceding Party Closing Date.
- 2.1 For sake of clarity, Clause 4.1 of the SSA shall also include that the Company shall in a meeting of the Board on the Acceding Party Closing Date approve:
 - (a) the issuance and allotment of the Acceding Party Securities, as fully paid-up and free and clear of any Encumbrances to the Acceding Party against the receipt of the Acceding Party Subscription Agreement remitted by the Acceding Party;
 - (b) make necessary entries in the Company's register of members, reflecting the Acceding Party as the holder of the Acceding Party Securities and deliver to the Acceding Party a true extract, duly certified by a Director, of the updated register of members reflecting the issuance and allotment of the Acceding Party Securities to the Acceding Party; and
 - (c) issuance of duly stamped and executed share certificate evidencing issuance and allotment of the Acceding Party Securities to the Acceding Party; and
 - (d) adopt Restated Articles subject to approval of the Shareholders which shall include the name of the Acceding Party as an Investor (such term defined in the Shareholders' Agreement).

- 2.2 For sake of clarity, Clause 4.2 of the SSA shall also include that on the Acceding Party Closing Date, the Company shall in a meeting of its Shareholders (which may be convened at shorter notice), approve and adopt the Restated Articles which shall include the name of the Acceding Party as an Investor (such term defined in the Shareholders' Agreement).
- 2.3 For sake of clarity, Clause 4.3.1 of the SSA shall also include that on the Acceding Party Closing Date, the Company shall and each of the Founders shall deliver to the Acceding Party, a certificate executed by the Company and each of the Founders dated as of the Acceding Party Closing Date, certifying that:
- (a) there has been no Material Adverse Effect on the Company's business as on the Acceding Party Closing Date;
 - (b) the Warranties are true, correct and complete in all respects as on the Acceding Party Closing Date; and
 - (c) the Company has conducted the Business in the Ordinary Course of Business and has complied with the obligation imposed under Clause 6.3 of the SSA and Schedule 5 of the SSA from the Execution Date to the Acceding Party Closing Date.
- 2.4 For sake of clarity, Clause 4.3.2 of the SSA shall also include that on the Acceding Party Closing Date the Company shall:
- (a) update its register of members reflecting the Acceding Party as the holder of the Acceding Party Securities and deliver to the Acceding Party a true extract, duly certified by a Director, of the updated register of members reflecting the issuance and allotment of the Acceding Party Securities to the Acceding Party; and
 - (b) issue duly stamped and executed share certificates evidencing issuance and allotment of the Acceding Party Securities to the Acceding Party.

The Warranties as set out in Schedule 8 of the SSA, read with Clause 5 of the SSA, shall stand true, correct and complete as on the Execution Date and shall be repeated on the Acceding Party Closing Date, and the Acceding Party shall have the right to rely on such Warranties made by the Company and the Founders, and shall further have the right to make a Claim in the manner set out in Clause 5.5, Clause 5.6, Clause 5.7 and Clause 5.8 of the SSA which shall be subject to the same limitations as set out in Clause 5.6 and Schedule 9 (*Limitation of Liability*) of the SSA.

3. The Parties hereby agree and acknowledge that on and from the date of this Deed, all terms of the SSA including the rights, obligations, duties, undertakings and covenants of the Investors shall *mutatis mutandis* apply to and be binding on the Parties, as if they were an original party to the SSA and had executed the same. It is hereby clarified that the Company and the Founders shall also be subject to and be bound by all the obligations, duties, undertakings and covenants towards the Acceding Party under the SSA.
4. The Acceding Party acknowledge that they have been provided a copy of the Transaction Documents as of the Execution Date (as defined in the SSA) and understand the terms thereof. For avoidance of doubt, this Deed and the deed of accession and adherence to Shareholders' Agreement dated March 17, 2020 between the Parties hereto are Transaction Documents.
5. The Acceding Party hereby warrants to the Company that:
- (i) it has the power and authority to execute and deliver this Deed and the SSA to consummate the transactions contemplated hereby and thereby and to perform its

obligations under such documents and any other agreements contemplated hereby and thereby;

- (ii) the execution, delivery and performance by it of this Deed and the SSA, the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate actions by it and shall constitute a valid and legally binding obligation, enforceable against it in accordance with the terms hereof;
- (iii) it is not insolvent within the meaning of Applicable Law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due;
- (iv) no administrator or any receiver or manager has been appointed by any Person in its respect or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed;
- (v) it has obtained approval from its investment committee (if any) to subscribe to the Acceding Party Securities; and
- (vi) it has immediately available (subject to Closing and any currency conversion requirements), the cash resources required to meet in full its obligations under this Deed and the SSA.

6. Governing Law, Jurisdiction.

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 6.2 Subject to Clause 8 below, the courts at Bangalore shall have exclusive supervisory jurisdiction on the matters arising from or in connection with this Deed, without regard to the principles of conflicts of laws.

7. Dispute Resolution

- 7.1 All disputes, differences or claims arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, performance, termination, or alleged breach shall be resolved in a manner set out in Clause 8.6 of the SSA.

8. Notices. All notices, requests, waivers and other communications (“**Notices**”) shall be made in writing, in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated) to the addresses, email addresses or fax numbers set out in **SCHEDULE I**.

9. The provisions hereof shall inure to the benefit of, and be binding upon the successors, permitted assigns (as permitted under the SSA), heirs, executors and administrators of the Parties.

10. This Deed may be amended only with the written consent of all the Parties. The provisions of the SSA, save and except to the extent varied, amended and modified by this Deed, shall continue to remain in full force and effect. In the event any changes are required to be made to the SSA, such amendments may only be carried out with the consent of all the Parties to this Deed and the Parties agree that SSA shall be construed and read in conjunction with this Deed so as to give effect the understanding of the Parties contained herein.

11. This Deed may be executed and delivered in any number of counterparts each of which shall be an original. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (PDF) shall be as effective as signing and delivering the counterpart in person.
12. All costs in relation to execution of this Deed shall be borne by the Company.

[Signature pages and Schedules follow]

SCHEDULE I

Details of Acceding Party

Name of Acceding Party	Particulars
SVIC No. 34 New Technology Business Investment L.L.P. (“SVIC 34”)	Address: (06620) 29th Fl., Samsung Electronics Bldg., 11, Seocho-daero 74-gil, Seocho-gu, Seoul, Korea Attention: Ye Won An / Snehal Deshpande Email: yewon.an@samsung.com / snehal.d@samsung.com Phone: +82-2-2255-0234 Fax: +82-2-2255-0288

SCHEDULE IA

Details of Founders

#	Founder	Particulars
1.	Mr. Sriharsha Majety	Address- D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh Email-harsha@swiggy.in Phone number-+ 91 9849181777
2.	Mr. Lakshmi Nandan Reddy Obul	Address-PLOT No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Email- nandan@swiggy.in Phone number-+ 91 9972423094
3.	Mr. Rahul Jaimini	Address- c/o Shri Yogesh Jaimini, Near VTP School, Shaktipuram Colony, Khura, Shivpuri, Madhya Pradesh, India Email-rahul@swiggy.in Phone number-+91 8861748842

SCHEDULE IB

Details of Investors

Name of the Investors	Particulars
MIH India Food Holdings B.V.	Address: Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@naspers.com Copy to: Address: c/o NNV New Ventures Inc., 201 Spear Street, Suite 1650, San Francisco, CA 94105 Attention: Ashutosh Sharma / Alex Umfrid Email: asharma@naspers.com / alex.umfrid@naspers.com
Hadley Harbor Master Investors (Cayman) II L.P.	c/o Wellington Management Company LLP, Legal and Compliance 280 Congress Street Boston, MA 02210 Attn: Emily Babalas Phone: 617-790-7770 Email: #legal-ecm@wellington.com With a copy (which shall not constitute notice) to: Cooley LLP 500 Boylston Street, 14th Floor Boston, MA 02116 Attn: Joshua D. Rottner Email: jrottner@cooley.com
Inspired Elite Investments Limited	Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Attention to: Wenqian Zhu Email: zhuwenqian@meituan.com Tel: +86 15901650624

SCHEDULE II

Part A

Details of Acceding Party Securities and Subscription Amount

#	Name of the Acceding Party	Number of Acceding Party Securities	Acceding Party Subscription Amount (in INR)
1.	SVIC No. 34 New Technology Business Investment L.L.P.	602 Series I CCPS	142,150,260
		1 Equity Share	236,130
Total		602 Series I CCPS 1 Equity Share	142,386,390

SCHEDULE II

Part B: Post Investment Capitalization of the Company

Sl. No.	Name	Equity Shares	Others	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 (FDB)	Percentage
1	Sriharsha Majety	54,690	49,159	-	-	-	-	-	-	-	-	-	1,03,849	9.41%
2	Lakshmi Nandan Reddy Obul	24,690	-	-	-	-	-	-	-	-	-	-	24,690	2.24%
3	Rahul Jaimini	19,690	-	-	-	-	-	-	-	-	-	-	19,690	1.78%
4	ESOP	67,289	-	-	-	-	-	-	-	-	-	-	67,289	6.10%
5	SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	67,728	6.14%
6	Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	75,011	6.80%
7	Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	58,663	5.32%
8	Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	15,535	1.41%

9	Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	5,739	0.52%
10	RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	4,361	0.40%
11	Bessemer India Capital Holdings II Ltd.	10	-	-	-	-	9,291	3,539	-	-	-	-	12,840	1.16%
12	Naspers	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%
13	MTDP	10	-	720	393	172	220	-	32,106	12,645	11,923	3,606	61,795	5.60%
14	DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	51,478	4.67%
15	DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	9,442	0.86%
16	Coatue	10	-	1,441	787	345	438	-	-	25,280	7,278	-	35,579	3.22%
17	Tencent	186	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	58,125	5.27%
18	HH BTPL	73	-	1,570	1,046	664	844	-	-	-	14,384	-	18,581	1.68%
19	Wellington	45	-	871	582	368	468	-	-	-	7,979	302	10,615	0.96%
20	KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	1,508	0.14%

21	Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	2,760	0.25%
22	Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	257	0.02%
23	MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
24	SVIC No.38 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	905	0.08%
25	SVIC No.45 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	905	0.08%

26	SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	603	0.05%
Total		1,69,435	49,159	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	11,03,268	100%

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Deed, and all the original copies hereto, on the date first above written.

For SVIC No. 34 New Technology Business Investment L.L.P.

**By: Samsung Venture Investment
Corporation, its Partner**

**29F, Samsung Electronics Building
Seochodaero 74-gil 11
Seocho-gu, Seoul 06620, Korea
Facsimile: 02-2255-0288**

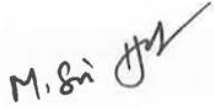


Name: YONGBAE JEON

Title: President and CEO

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Deed, and all the original copies hereto, on the date first above written.

For Bundl Technologies Private Limited

A handwritten signature in black ink, appearing to read "M. Sri" followed by a stylized flourish.


Name: Sriharsha Majety

Title: Director

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Deed, and all the original copies hereto, on the date first above written.

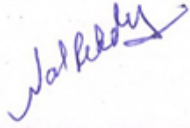
By Sriharsha Majety

M. Sri 

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Deed, and all the original copies hereto, on the date first above written.

By Lakshmi Nandan Reddy Obul



[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Deed, and all the original copies hereto, on the date first above written.

By Rahul Jaimini



[The remainder of this page has been intentionally left blank]