



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

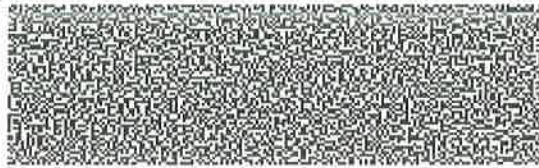
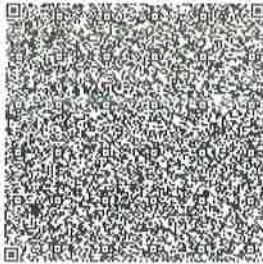
Rs. 7,42,300

e-Stamp

**Certificate No.** : IN-KA10866311499972Q  
**Certificate Issued Date** : 26-Jul-2018 04:31 PM  
**Account Reference** : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKA-SHCIL62129156941240Q  
**Purchased by** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Description of Document** : Article 5 Agreement relating to Sale of Immoveable property  
**Description** : SHARE PURCHASE AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : SCOOTSY LOGISTICS PRIVATE LIMITED  
**Second Party** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Paid By** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 7,42,300  
(Seven Lakh Forty Two Thousand Three Hundred only)

*Akad*

Authorised Signatory  
For Stock Holding Corporation of India Ltd.



Please write or type below this line

**THIS STAMP PAPER FORMS AN INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 30<sup>TH</sup> JULY, 2018, ENTERED BETWEEN ANTFARM BUSINESS INCUBATOR PRIVATE LIMITED, KHATTAR CAPITAL INTERNATIONAL PTE. LTD., AGNUS CAPITAL LLP, SANJAY KALRA, RISHI KHIANI, SANDEEP DAS, SUNIL KUMAR SARAF, SANJAY GHAI, SCOOTSY LOGISTICS PRIVATE LIMITED AND BUNDL TECHNOLOGIES PRIVATE LIMITED.**

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.





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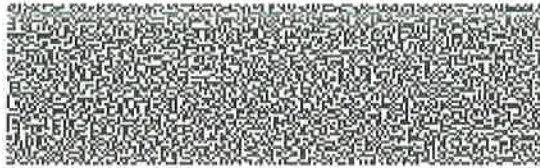
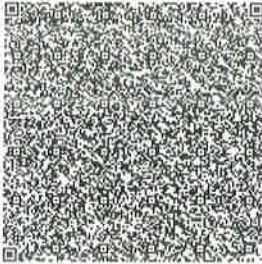
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

**Certificate No.** : IN-KA10883764123421Q  
**Certificate Issued Date** : 26-Jul-2018 04:40 PM  
**Account Reference** : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA  
**Unique Doc. Reference** : SUBIN-KAKA-SHCIL62259132118374Q  
**Purchased by** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Description of Document** : Article 29 Indemnity Bond  
**Description** : SHARE PURCHASE AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : SCOOTSY LOGISTICS PRIVATE LIMITED  
**Second Party** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Paid By** : BUNDL TECHNOLOGIES PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



*Handwritten Signature*  
Authorised Signatory  
For Stock Holding Corporation of India Ltd.

Please write or type below this line

**THIS STAMP PAPER FORMS AN INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 30<sup>TH</sup> JULY, 2018, ENTERED BETWEEN ANTFARM BUSINESS INCUBATOR PRIVATE LIMITED, KHATTAR CAPITAL INTERNATIONAL PTE. LTD., AGNUS CAPITAL LLP, SANJAY KALRA, RISHI KHIANI, SANDEEP DAS, SUNIL KUMAR SARAF, SANJAY GHAI, SCOOTSY LOGISTICS PRIVATE LIMITED AND BUNDL TECHNOLOGIES PRIVATE LIMITED.**

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## SHARE PURCHASE AGREEMENT

**THIS AGREEMENT IS EXECUTED AS OF THIS 30<sup>th</sup> DAY OF JULY, 2018 (“Execution Date”):**

**BY AND AMONG**

1. **ANTFARM BUSINESS INCUBATOR PRIVATE LIMITED**, an Indian company having its registered office at B-5, Ground Floor, Plot- 414, Sindhi Colony, Mohan Damodar Patil Marg, Worli Bus Depot, Worli Colony, Mumbai-400030 (hereinafter referred to as “**Seller I**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
2. **KHATTAR CAPITAL INTERNATIONAL PTE. LTD.**, a company incorporated under the laws of Republic of Singapore, and its registered office at 80 Raffles Place, #14-01 UOB Plaza 1, Singapore-048624 (hereinafter referred to as “**Seller II**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;
3. **AGNUS CAPITAL LLP**, a limited liability partnership registered under the laws of India, and its principal place of business at #30, Galaxy, 1<sup>st</sup> Main Road, 3<sup>rd</sup> Phase, JP Nagar, Bangalore -560078, (hereinafter referred to as “**Seller III**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its partners, successors and permitted assigns) of the **THIRD PART**;
4. **MR. SANJAY KALRA**, an Indian citizen residing at L-8, Epsilon Residential Complex, Yemalur, Bengaluru-560037 (hereinafter referred to as “**Seller IV**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **FOURTH PART**;
5. **MR. RISHI KHIANI**, an Indian citizen residing at 23, 2<sup>nd</sup> Floor, Tennerife Building, Little Gibbs Road, K.S. Taiyabji Marg, Malabar Hill, Mumbai-400026 (hereinafter referred to as the “**RK**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **FIFTH PART**;
6. **MR. SANDEEP DAS**, an Indian citizen residing at B-702, Lokhandwala Residency, Manjrekar Road, off. Dr. E. Moses Road, Worli, Mumbai-400018 (hereinafter referred to as the “**SD**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **SIXTH PART**;
7. **MR. SUNIL KUMAR SARAF**, an Indian citizen residing at 604, Casa Grande, Senapati Bapat Marg, Lower Parel, Mumbai-400013 (hereinafter referred to as the “**SS**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **SEVENTH PART**;
8. **MR. SANJAY GHAI**, an Indian citizen residing at Anand Vihar, Bhulabhai Desai Road, Cumballa Hill, Mumbai-400026 (hereinafter referred to as the “**SG**” which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns) of the **EIGHTH PART**;
9. **SCOOTSY LOGISTICS PRIVATE LIMITED**, an Indian Company, with its registered office at 3<sup>rd</sup> Floor, Todi Building, Mathuradas Mill Compound, Lower Parel, Mumbai-400013 (hereinafter referred to as “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **NINTH PART**;

**AND**

10. **BUNDL TECHNOLOGIES PRIVATE LIMITED**, an Indian company incorporated under the Companies Act, 1956, with corporate identification number U72200KA2013PTC096530 and its registered office at 3<sup>rd</sup> Floor (Internally designated as 4<sup>th</sup> Floor) Maruthi Chambers, Survey No 17/9B, Roopena Agrahara Bangalore-560068 (hereinafter referred to as “**Purchaser**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **TENTH PART**.

*RK, SD, SS and SG are hereinafter, wherever the context requires, referred to individually as "Founder" and collectively as "Founders".*

*Seller I, Seller II, Seller III, Seller IV and the Founders are hereinafter, wherever the context requires, referred to individually as a "Seller" and collectively as "Sellers".*

*The Purchaser, the Sellers, and the Company are hereinafter, wherever the context requires, referred to individually as "Party" and collectively as "Parties".*

**WHEREAS:**

1. As of the Execution Date, the Sellers own the Securities (*defined hereinafter*) of the Company in the manner stated in **Part A of Schedule 1** representing 100% (one hundred percent) of the Share Capital (on a Fully Diluted Basis), and 100% (one hundred percent) of the voting rights of the Company. The shareholding pattern of the Company on a Fully Diluted Basis (*defined hereinafter*): (i) as of the Execution Date is as set forth in **Part A of Schedule 1**, and (ii) pursuant to the purchase of Sale Shares (*defined hereinafter*) from the Sellers on the Completion Date is as set forth in **Part B of Schedule 1**.
2. Pursuant to various discussions amongst the Parties, including the non-binding term sheet dated May 28, 2018 ("**Term Sheet**"), the Purchaser has expressed an interest in acquiring all the Sale Shares.
3. Upon the terms and subject to the conditions set forth herein, and on the basis of the representations, warranties and covenants recorded herein, the Sellers desire to sell the Sale Shares and the Purchaser desires to acquire the Sale Shares from the Sellers.

**NOW THEREFORE**, in consideration of, and subject to, the representations, promises, mutual covenants, agreements, terms and conditions herein contained, the mutual benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. **DEFINITIONS:** Unless otherwise defined in the Agreement, the following terms when capitalized shall have the meanings set out as follows:
  - 1.1.1. "**Act**" means the Companies Act, 2013 and the Companies Act, 1956 (to the extent applicable), the rules and regulations prescribed thereunder, as now enacted or as amended from time to time and shall include any statutory replacement or re-enactment thereof;
  - 1.1.2. "**Adjustment Amounts**" has the meaning set forth in Clause 8.15;
  - 1.1.3. "**Affiliate**" in respect of any Person, means (i) where such Person is not a natural Person, any other Person that is, directly or indirectly, "**controlling**", "**controlled**" by, or under "**common control**" with, any such first referred Person; and a Person shall be deemed to be "**controlling**" or in "**control**" of another Person if such first referred Person, alone or together with one or more of its Affiliates: (a) owns, directly or indirectly, more than 50% (fifty percent) of the ownership and/or voting securities of such other Person; (b) has the right or power, directly or indirectly, to appoint a majority of the board of directors of such other Person; (c) has the right or power, directly or indirectly, to direct or cause the creation of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise, and the term "**common control**" shall be construed accordingly; or (ii) where such Person is a natural Person, a Relative (as defined under the Act) of such first referred Persons;
  - 1.1.4. "**Agreement**" means this share purchase agreement entered into by the Parties, including the Recitals above and all the Schedules to this Agreement, and any amendments to this Agreement effected in accordance with the terms of this Agreement;
  - 1.1.5. "**Anti-Corruption Laws**" has the meaning set forth in Paragraph 20.1 of **Part A of Schedule 7**;
  - 1.1.6. "**Arbitration Board**" has the meaning set forth in Clause 12.3;

- 1.1.7. “**Articles/Articles of Association**” means the articles of association of the Company as amended, modified or supplemented from time to time in accordance with applicable Laws;
- 1.1.8. “**Assets**” means all properties and assets belonging to the Company (of every kind, nature, character and description, whether movable or immovable, tangible or intangible, absolute, accrued, fixed or otherwise including Intellectual Property) operated, hired, rented, owned, used or leased by the Company from time to time, including cash, cash equivalents, receivables, securities, accounts and note receivables, real estate, inventory, furniture, fixtures and insurance;
- 1.1.9. “**Authorised Dealer**” means an ‘authorised person’ or ‘authorised dealer’ as these terms have been defined or used in the Foreign Exchange Management Act, 1999;
- 1.1.10. “**Balance Sheet Date**” means June 30, 2018;
- 1.1.11. “**Balance Sheet Date Working Capital**” has the meaning set forth in Clause 8.14;
- 1.1.12. “**Board**” means the board of directors of the Company as constituted from time to time (and shall include alternate directors);
- 1.1.13. “**Business**” means the business of providing services of facilitating/enabling the sale of food, gourmet food, gifts, clothes, accessories, toys, books and sporting goods through app based and web based online market place/platform, and effecting delivery of the same;
- 1.1.14. “**Business Day**” means a day on which banks in Bangalore, India and Mumbai, India are open for business, excluding Saturdays, Sundays and public holidays;
- 1.1.15. “**Charter**” means the Articles and Memorandum of the Company;
- 1.1.16. “**Claim**” in relation to a Person, includes a demand, claim, action or proceeding made or brought by or against the Person;
- 1.1.17. “**Claim Notice**” has the meaning set forth in Clause 8.11.1;
- 1.1.18. “**Company Warranties**” has the meaning set forth in Clause 7.1;
- 1.1.19. “**Company Warrantors**” has the meaning set forth in Clause 7.1;
- 1.1.20. “**Competing Business**” means a business that is similar to the Business or which competes with the Business;
- 1.1.21. “**Competition Act**” has the meaning assigned to it in Paragraph 10.5 of **Part A of Schedule 7**;
- 1.1.22. “**Completion**” means the completion of sale of the Sale Shares by the Sellers to the Purchaser, and the purchase of the Sale Shares by the Purchaser from the Sellers pursuant to Clause 5;
- 1.1.23. “**Completion Date**” has the meaning set forth in Clause 5.1;
- 1.1.24. “**Consent**” means any permit, permission, license, approval, authorization, consent, clearance, certificate or registration, waiver, no objection certificate or other authorization of whatever nature and by whatever name called, which is required to be granted by a Governmental Authority, the Board, shareholders or any other body of the Company or any other authority or Person or under any applicable Law or Contract;
- 1.1.25. “**Conditions Precedent**” has the meaning set forth in Clause 3.1;
- 1.1.26. “**Conditions Subsequent**” has the meaning set forth in Clause 4.1;
- 1.1.27. “**Confidential Information**” means and includes, information which is confidential and proprietary to the Parties or their Affiliates, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally as expressly stated

to be confidential or marked as such. In relation to the Company, such information, without limiting, shall include:

- (i) Data of past, present or prospective customers / borrowers / agents/ partners / licensees (whether in India or abroad) of the Company or its Affiliates;
- (ii) Business data, particularly data relating to technical products, projects, services, promotion campaigns, plans for future development, pricing agreements;
- (iii) All data in respect of employees, consultants, agents, representatives of the Company or its Affiliates including details of their effectiveness, compensation and commission;
- (iv) Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales figures, financial statements, costing, profits, profit margins, profit expectations and inventories of the Company or its Affiliates;
- (v) Information which is not intended by the Company or its Affiliates for general dissemination;
- (vi) Information relating to any past or present Governmental Approval;
- (vii) Information received by the Company or its Affiliates from third parties under obligations of confidentiality; and
- (viii) Any information derived from any of the above.

- 1.1.28. **“Contracts”** means, with respect to a Person, any agreement, contract, subcontract, undertaking, lease, understanding, instrument, note, warranty, insurance policy or legally binding commitment or undertaking of any nature (whether written or oral) entered into by such Person;
- 1.1.29. **“Covered Person”** means (i) any Person who is a consultant of the Company in relation to delivery services; or (ii) any natural person who is a consultant of the Company; or (iii) any natural person who is in the employment of the Company;
- 1.1.30. **“CP Completion Deadline Date”** has the meaning set forth in Clause 3.1;
- 1.1.31. **“CP Confirmation Notice”** has the meaning set forth in Clause 3.4
- 1.1.32. **“CP Satisfaction Notice”** has the meaning set forth in Clause 3.2;
- 1.1.33. **“Delivered Financial Statements”** has the meaning set forth in Paragraph 10.1 of **Part A to Schedule 7**;
- 1.1.34. **“Director”** means a duly appointed director on the Board and includes alternate directors, if any;
- 1.1.35. **“Disclosure Letter”** means the disclosure letter submitted by the Company Warrantors to the Purchaser as of the Execution Date and updated (but only for matters occurring between the Execution Date and the date of the CP Satisfaction Notice) as of the date of the CP Satisfaction Notice, the contents of which shall be deemed to be the exceptions and qualifications to the Company Warranties set out in to **Part A to Schedule 7**;
- 1.1.36. **“Dispute”** has the meaning set forth in Clause 12.1;
- 1.1.37. **“Dispute Notice”** has the meaning set forth in Clause 12.1;
- 1.1.38. **“Disputing Parties”** has the meaning set forth in Clause 12.1;
- 1.1.39. **“Equity Shares”** means the equity shares in the Share Capital of the Company, having a par value of INR 10 (Rupees Ten) each;
- 1.1.40. **“Encumbrance”** means (i) any claim, charge (fixed or floating), pledge, mortgage, lien, option, power of sale, conditional sales contract, hypothecation, assignment, security



interest, equitable interest, title defect, usufruct, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law, retention of title, and (ii) right of pre-emption, right of first offer, refusal or transfer, other third party rights or voting arrangements, proxy, security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing, and (iii) any adverse claim as to title, possession or use;

- 1.1.41. “**Existing SHA**” means the shareholders’ agreement dated March 31, 2017 executed by and amongst the Company and the Sellers;
- 1.1.42. “**Force Majeure Event**” means (i) acts of God, (ii) acts of government relating to sanctions, nationalization and/or expropriation, (iii) riots and embargoes, (iv) strikes, accidents in transportation, (v) declared war, (vi) terrorism, and (vii) fire, which directly affects the ability of a Party to perform its obligations under this Agreement;
- 1.1.43. “**Founder Liability Cap**” has the meaning set forth in Clause 8.4.1;
- 1.1.44. “**Fully Diluted Basis**” means that the calculation has been made assuming that all outstanding Securities, notes, options, warrants and any other convertible instruments (that are directly or indirectly convertible into, or exercisable or exchangeable for Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable)) have been converted, exercised or exchanged into Equity Shares, and assuming that all partly paid Securities (if any) have been fully paid up;
- 1.1.45. “**GAAP**” has the meaning set forth in Paragraph 6.1 of **Part A of Schedule 7**;
- 1.1.46. “**Governmental Authority**” means any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government or quasi-government authority, regulatory authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of or representing the Government of India or the Government of any State in India or municipality, district or other subdivision or instrumentality thereof or any applicable worldwide government department, agency, commission, board, tribunal or court, and in connection with Forms FC-TRS, SMF and FC-GPR shall be deemed to include Authorised Dealer;
- 1.1.47. “**Governmental Approval**” means any Consent of any Governmental Authority;
- 1.1.48. “**GST**” means goods and services tax;
- 1.1.49. “**Intellectual Property**” means and includes any and all trademarks, service marks, trade names, business names, logos, registered and unregistered design rights, copyrights, database rights, domain names, patents, trade secrets, customer databases, know-how and all other similar intellectual property rights, rights to sue for passing off and in unfair competition, rights in opposition proceedings and all other similar rights in any part of the world including in know-how, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;
- 1.1.50. “**Income Tax Act**” means the (Indian) Income-tax Act, 1961, as amended, supplemented, modified or replaced from time to time;
- 1.1.51. “**International Transaction**” has the meaning ascribed to it under the Income Tax Act;
- 1.1.52. “**Law**” means any constitutional provision, law, code, statute, rule, regulation, ordinance, treaty, order, decree, judgment, injunction, Governmental Approval having the force of law and, where applicable any administration thereof having the force of law by such Governmental Authority charged with the administration thereof. Unless the context clearly requires otherwise, the term “**Law**” shall include each of the foregoing

(and each provision thereof) as in effect at the time in question, including any amendments, supplements, replacements or other modifications thereto;

- 1.1.53. **“Leased Real Property”** has the meaning set forth in Paragraph 12.6 of **Part A of Schedule 7**;
- 1.1.54. **“Long Stop Date”** means 90 (ninety) days from the Execution Date, unless extended mutually by the Company and the Purchaser, provided that if the Purchaser has provided any guarantees or financial assistance in respect of any of the liabilities of the Company, then the Long Stop Date shall be the date on which the Purchaser has been fully discharged from such guarantees and has been fully repaid all such financial assistance;
- 1.1.55. **“Loss(es)”** means and includes all losses, damages, claims, liabilities, expenses, costs (including reasonable costs and expenses of legal counsel), charges, interest, fine, penalties and demands actually incurred; except special, incidental, indirect, punitive and consequential losses;
- 1.1.56. **“Material Adverse Event”** means any event, occurrence, condition, change, development or effect, that results, or is reasonably likely to result in:
- (i) a materially adverse effect on the Business, operations and financial condition of the Company, including through events or developments that adversely affect the status and validity of any material Contracts or Governmental Approvals required for the Company to carry on the Business;
  - (ii) adversely affecting the validity or enforceability of this Agreement or of the rights or remedies of the Purchaser; and/or
  - (iii) any material impairment of the ability of any of the Sellers to be bound by or perform their respective obligations under this Agreement;
- 1.1.57. **“Memorandum”** means the memorandum of association of the Company, as amended from time to time;
- 1.1.58. **“Ordinary Course of Business”** means the normal and usual course of business of the Company consistent with past custom and practice or industry practice as may exist from time to time (including with respect to quantity and frequency), but only to the extent consistent with applicable Law;
- 1.1.59. **“Permitted Revofit Goods”** shall mean:
- (i) sports nutrition products, vitamins, supplements, pre-packaged ayurvedic products, organic products, and health products, so long as the foregoing products: (a) are pre-packaged health food articles, and (b) are not products from fashion stores (save for athletic gear), beauty products, cakes or sweets; and
  - (ii) fitness devices;
- 1.1.60. **“Person”** means any natural person, firm, company, Government Authority, joint venture, association, sole proprietorship, partnership, unincorporated association, unincorporated organisation, trust, body corporate (whether or not having separate legal personality);
- 1.1.61. **“Purchase Consideration”** means, subject to applicable Law and the terms hereof, an amount of INR 370,815,364 (Rupees Three Hundred and Seventy Million, Eight Hundred and Fifteen Thousand Three Hundred and Sixty Four), payable by the Purchaser to the Sellers pro-rata to their inter-se shareholding in the Company at the relevant time as consideration for the Sale Shares in the manner set out herein;
- 1.1.62. **“Purchaser Nominee Directors”** has the meaning set forth under Clause 5.2.6(ii)(III);
- 1.1.63. **“Purchaser Indemnified Parties”** has the meaning set forth in Clause 8.2;
- 1.1.64. **“Purchaser Warranties”** has the meaning set forth in Clause 7.3;
- 1.1.65. **“RBI”** has the meaning set forth in Paragraph 2.6 of **Part A of Schedule 7**;

- 1.1.66. **“Related Party”** in relation to any Person, means any other Person who is treated as a related party of the first Person in accordance with the Act and/or under the Income Tax Act;
- 1.1.67. **“Resigning Directors”** means each of the Directors of the Company listed in **Schedule 2**;
- 1.1.68. **“Rupees” or “INR”** means Indian rupees, being the lawful currency of India;
- 1.1.69. **“Sale Shares”** means the following constituting 100% (one hundred percent) of the Share Capital of the Company:
- (i) 141,529 (One Hundred and Forty One Thousand Five Hundred and Twenty Nine) Equity Shares of the Company belonging to Seller I which are to be Transferred to the Purchaser free of all Encumbrances;
  - (ii) 10,620 (Ten Thousand Six Hundred and Twenty) Series A CCPS of the Company belonging to Seller II which are to be Transferred to the Purchaser free of all Encumbrances;
  - (iii) 1 (One) Equity Share and 31,861 (Thirty One Thousand Eight Hundred and Sixty One) Series A CCPS of the Company belonging to Seller III which are to be Transferred to the Purchaser free of all Encumbrances;
  - (iv) 1,500 (One Thousand Five Hundred) Equity Shares of the Company belonging to Seller IV which are to be Transferred to the Purchaser free of all Encumbrances;
  - (v) 1 (One) Equity Share of the Company belonging to RK which is to be Transferred to the Purchaser free of all Encumbrances;
  - (vi) 18,000 (Eighteen Thousand) Equity Shares of the Company belonging to SD which are to be Transferred to the Purchaser free of all Encumbrances;
  - (vii) 7,500 (Seven Thousand Five Hundred) Equity Shares of the Company belonging to SS which are to be Transferred to the Purchaser free of all Encumbrances; and
  - (viii) 5,000 (Five Thousand) Equity Shares of the Company belonging to SG which are to be Transferred to the Purchaser free of all Encumbrances.
- 1.1.70. **“Secretarial Standards”** means secretarial standards notified by Ministry of Corporate Affairs under the Act with effect from July 1, 2015, as may be amended from time to time;
- 1.1.71. **“Securities”** means the Equity Shares and the Series A CCPS;
- 1.1.72. **“Seller Bank Account”** means the relevant bank account of each Seller, the details of which shall be set out in the CP Satisfaction Notice;
- 1.1.73. **“Seller Indemnified Parties”** has the meaning set forth in Clause 8.1;
- 1.1.74. **“Seller I Liability Cap”** has the meaning set forth in Clause 8.4.2;
- 1.1.75. **“Seller Warranties”** has the meaning set forth in Clause 7.2;
- 1.1.76. **“Series A CCPS”** means the compulsorily convertible preference shares in the Share Capital of the Company, having a par value of INR 10 (Rupees Ten) each;
- 1.1.77. **“Share Capital”** means, as of any date of determination, the total issued and (fully) paid up share capital of the Company, on a Fully Diluted Basis;
- 1.1.78. **“Specific Indemnities”** has the meaning set forth under Clause 8.13;
- 1.1.79. **“Subsidiaries”** has the meaning assigned to it under the Act;

- 1.1.80. “**Tax(es)**” includes any and all direct or indirect tax, levy, duty or withholding of a similar nature or other charge collected on behalf of any Governmental Authority (including, without limitation, any corporate income tax, capital gains, minimum alternate tax goods and service, service tax, GST, business tax, sales tax, withholding tax obligation, capital gain tax, tax as an agent or representative assessee under Section 163 of the Income Tax Act) and any penalty, fine, surcharge, cess or interest and reassessment relating thereto / payable in connection with any failure to pay or any delay in paying any of the same) in any jurisdiction;
- 1.1.81. “**Tax Returns**” has the meaning set forth in Paragraph 19.1 of **Part A of Schedule 7**;
- 1.1.82. “**Term Sheet**” has the meaning set forth in Recital 2;
- 1.1.83. “**Tranche 1 Purchase Consideration**” has the meaning set forth in Clause 2.3.1;
- 1.1.84. “**Tranche 2 Purchase Consideration**” has the meaning set forth in Clause 2.3.2;
- 1.1.85. “**Tranche 3 Purchase Consideration**” has the meaning set forth in Clause 2.3.3;
- 1.1.86. “**Tranche 4 Purchase Consideration**” has the meaning set forth in Clause 2.3.4;
- 1.1.87. “**Transaction Documents**” means (i) this Agreement, (ii) the Disclosure Letter, (iii) the CP Satisfaction Notice, (iv) the CP Confirmation Notice, (v) Articles immediately prior to the Completion Date, and (vi) in the context of Seller II, shall mean the documents referred to in Paragraph 1.2 and Paragraph 1.8 in **Schedule 3**;
- 1.1.88. “**Transfer**” means to sell, gift, give, assign, transfer, transfer of any interest in trust, mortgage, alienation, hypothecate, pledge, encumber, grant a security interest in or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily, but shall not include transfer by way of testamentary or intestate successions;
- 1.1.89. “**Valuation Report**” has the meaning set forth in Paragraph 1.1 of **Schedule 3**;
- 1.1.90. “**Warranties**” has the meaning set forth under Clause 7.4; and
- 1.1.91. “**Withholding Amounts**” has the meaning set forth under Clause 2.4.
- 1.2. **INTERPRETATIONS:** In this Agreement, unless the context thereof otherwise requires: -
  - 1.2.1. words of either gender include the other gender;
  - 1.2.2. words using the singular or plural number also include the plural or singular number, respectively;
  - 1.2.3. the terms “**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;
  - 1.2.4. whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified;
  - 1.2.5. all accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP;
  - 1.2.6. headings and captions are used for convenience only and shall not affect the interpretation of this Agreement;
  - 1.2.7. 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 and appendices of this Agreement;
  - 1.2.8. any reference to any statute or statutory provision shall include:
    - (i) all subordinate legislation made from time to time under that 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;

- 1.2.9. the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words where a wider construction is possible;
- 1.2.10. no provision of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;
- 1.2.11. 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;
- 1.2.12. reference to any Party shall include the respective legal heirs, successors or permitted assigns of such Party, unless otherwise repugnant to the context;
- 1.2.13. any reference to any Party being obliged to “procure” or “cause” any action shall be construed as a reference to that Party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action;
- 1.2.14. notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended by such period as may be required to comply with any requirement of applicable Law, provided that, the Party that is required to comply with such applicable Law shall act in good faith and take all necessary steps to ensure compliance with such applicable Law within the minimum time possible;
- 1.2.15. the word “including” herein shall always mean “including, without limitation”;
- 1.2.16. time is of the essence in the performance of the Parties’ respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence;
- 1.2.17. Any reference to “big 4 accounting firm” means Ernst & Young, KPMG, Deloitte and PricewaterhouseCoopers and/or their respective associated firms in India; and
- 1.2.18. the Schedule, annexures and exhibits to this Agreement form an integral part of this Agreement.

## 2. AGREEMENT TO SELL AND PURCHASE THE SALE SHARES

- 2.1. Subject to the terms and conditions in this Agreement and applicable Laws, including but not limited to the satisfaction (or waiver, as applicable) of the Conditions Precedent, the Sellers shall sell, assign and Transfer to the Purchaser and the Purchaser shall acquire from the Sellers, at the Completion and effective on the Completion Date, the Sale Shares, which shall have a clear and marketable title, free from any Encumbrances and together with all rights, titles, interests and advantages attached thereto and hereafter attaching or accruing thereto such that the Purchaser shall, upon Transfer of the Sale Shares, receive full legal and beneficial ownership and all shareholder rights relating thereto.
- 2.2. As consideration for the Sale Shares, the Purchaser shall pay to the Sellers the Purchase Consideration to the respective Seller Bank Accounts in accordance with the terms set out below in Clause 5 and Clause 2.3, subject to the adjustments provided for variously herein.
- 2.3. The Parties agree that, subject to the terms of this Agreement, the Purchase Consideration shall be payable in tranches as follows:
  - 2.3.1. At Completion, the Purchaser shall, subject to and in accordance with the terms hereof, wire transfer INR 24,372,900 (Rupees Twenty Four Million Three Hundred and Seventy Two Thousand and Nine Hundred) out of the Purchase Consideration (“**Tranche 1 Purchase Consideration**”) to Seller II to its Seller Bank Account.
  - 2.3.2. Upon the expiry of 6 (six) months of the Completion Date, the Purchaser shall, subject to the terms hereof, wire transfer the following portions of the Purchase Consideration (“**Tranche 2 Purchase Consideration**”) to the Sellers to their relevant Seller Bank Account, subject to adjustments per Clause 8, if any:
    - (i) INR 8,124,300 (Rupees Eight Million One Hundred and Twenty Four Thousand and Three Hundred) shall be paid to Seller II; and

- (ii) INR 91,107,921 (Rupees Ninety One Million One Hundred and Seven Thousand Nine Hundred and Twenty One) shall be paid to Seller III.
- 2.3.3. Upon the expiry of 12 (twelve) months of the Completion Date, the Purchaser shall wire transfer the following portions of the Purchase Consideration (“**Tranche 3 Purchase Consideration**”) to the Sellers to their relevant Seller Bank Account, subject to adjustments per Clause 8, if any:
- (i) INR 95,600,783 (Rupees Ninety Five Million Six Hundred Thousand Seven hundred and Eighty Three) shall be paid to Seller I;
  - (ii) INR 6,388,127 (Rupees Six Million Three Hundred and Eighty Eight Thousand One Hundred and Twenty Seven) shall be paid to Seller III;
  - (iii) INR 1,013,228 (Rupees One Million Thirteen Thousand Two Hundred and Twenty Eight) shall be paid to Seller IV;
  - (iv) INR 676 (Rupees Six Hundred and Seventy Six) shall be paid to RK;
  - (v) INR 12,158,739 (Rupees Twelve Million One Hundred and Fifty Eight Thousand Seven Hundred and Thirty Nine) shall be paid to SD;
  - (vi) INR 5,066,141 (Rupees Five Million Sixty Six Thousand and One Hundred and Forty One) shall be paid to SS; and
  - (vii) INR 3,377,427 (Rupees Three Million Three Hundred and Seventy Seven Thousand Four Hundred and Seventy Seven) shall be paid to SG.
- 2.3.4. Upon the expiry of 18 (eighteen) months of the Completion Date, the Purchaser shall wire transfer the following portions of the Purchase Consideration (“**Tranche 4 Purchase Consideration**”) to the Sellers to their relevant Seller Bank Account, subject to adjustments per Clause 8, if any:
- (i) INR 100,810,864 (Rupees One Hundred Million Eight Hundred and Ten Thousand Eight Hundred and Sixty Four) shall be paid to Seller I;
  - (ii) INR 1,068,448 (Rupees One Million Sixty Eight Thousand Four Hundred and Forty Eight) shall be paid to Seller IV;
  - (iii) INR 712 (Rupees Seven Hundred and Twelve) shall be paid to RK;
  - (iv) INR 12,821,369 (Rupees Twelve Million Eight Hundred and Twenty One Thousand Three Hundred and Sixty Nine) shall be paid to SD;
  - (v) INR 5,342,237 (Rupees Five Million Three Hundred and Forty Two Thousand Two Hundred and Thirty Seven) shall be paid to SS; and
  - (vi) INR 3,561,492 (Rupees Three Million Five Hundred and Sixty One Thousand Four Hundred and Ninety Two) shall be paid to SG.
- 2.4. The Purchaser shall be entitled to deduct and withhold from the amounts otherwise payable to the Seller II pursuant to this Agreement such amounts (“**Withholding Amounts**”) if the Purchaser is required to deduct and withhold with respect to the making of such payment under applicable Law, in accordance with the opinion provided as per Paragraph 1.8 of **Schedule 3**. To the extent any Withholding Amounts are so deducted and withheld by the Purchaser, such Withholding Amounts shall be treated for all purposes of this Agreement as having been paid to the respective Seller but shall be duly remitted to the relevant Governmental Authority.
3. **CONDITIONS PRECEDENT**
- 3.1. The obligation of the Purchaser to acquire the Sale Shares as provided for by this Agreement, is subject to the fulfilment by the Founders, on or prior to the tenth Business Day preceding the Long Stop Date (“**CP Completion Deadline Date**”), of the conditions set forth in **Schedule 3** (“**Conditions Precedent**”), in a form and substance satisfactory to the Purchaser, any one or more of which may be waived or deferred in writing by the Purchaser.

- 3.2. The Founders shall promptly certify the fulfillment or satisfaction of all of the Conditions Precedent to the Purchaser on or prior to the CP Completion Deadline Date (unless waived by the Purchaser in writing) in the format as prescribed under **Part A of Schedule 5** (“**CP Satisfaction Notice**”). The CP Satisfaction Notice shall be accompanied by all necessary documents evidencing such fulfillment or satisfaction.
- 3.3. The Purchaser shall have executed and delivered to Seller II copies of all documents that are required for reporting the Transfer of the Sale Shares held by Seller II in favour of the Purchaser to the relevant Governmental Authority.
- 3.4. The Purchaser, upon being satisfied of the fulfillment or satisfaction of the Conditions Precedent shall (subject to any waiver provided by the Purchaser), within 5 (five) Business Days issue to the Sellers a written confirmation notice in the format as prescribed under **Part B of Schedule 5** (“**CP Confirmation Notice**”), and intimating the Completion Date in such CP Confirmation Notice, which Completion Date shall not be later than the Long Stop Date.
- 3.5. If, at any time, the Sellers become aware of a fact or circumstance that might prevent a Condition Precedent from being satisfied, it / he shall immediately inform the other Party(ies).
- 3.6. The Founders shall ensure that all the Conditions Precedent are duly fulfilled on or before the CP Completion Deadline Date. In the event that the Founders fail to fulfill any of the Conditions Precedent prior to the CP Completion Deadline Date, the Purchaser may, at its sole option and discretion: (i) waive the non-fulfilment by the Founders of such Condition Precedent and proceed to Completion, (ii) terminate this Agreement, and (iii) extend, subject to approval of the Company, the CP Completion Deadline Date, by serving a written notice to the Sellers.
- 3.7. Further, the Parties agree not to take any action that would prevent any of the Conditions Precedent from being satisfied. Each Party shall take all reasonable steps within its power to cause to be fulfilled such Conditions Precedent that are dependent on the actions of that Party.

#### 4. **CONDITIONS SUBSEQUENT**

- 4.1. The Founders shall ensure all the conditions set forth in **Schedule 4** (“**Conditions Subsequent**”) are completed in a form and substance satisfactory to the Purchaser within the time period stipulated therein.
- 4.2. If, at any time, the Founders become aware of a fact or circumstance that might prevent a Condition Subsequent from being satisfied, he shall immediately inform the Purchaser.
- 4.3. Further, the Parties agree not to take any action that would prevent any of the Conditions Subsequent from being satisfied. Each Party shall take all reasonable steps within its power to cause to be fulfilled such Conditions Subsequent that are dependent on the actions of that Party.

#### 5. **COMPLETION AND POST COMPLETION OBLIGATIONS**

- 5.1. The Completion shall take place at the registered office of the Company, within 5 (five) Business Days after the issuance of the CP Confirmation Notice to the Sellers by the Purchaser, or at such other time and place as the Parties may agree. The date of the approval by the Board of the Transfer of the Sale Shares held by the Seller II in favour of the Purchaser shall be the “**Completion Date**”.
- 5.2. **Completion Deliverables:** At Completion, the Parties shall proceed as follows, it being understood that all proceedings to be taken and all documents to be executed and delivered by the Parties at Completion shall be deemed to have been taken and executed simultaneously, and no such proceedings shall be deemed taken nor any such documents deemed executed or delivered until all have been taken, executed and delivered:
  - 5.2.1. The Company Warrantors shall execute and deliver a certificate to the Purchaser, confirming that: (i) the Company Warranties (subject to the Disclosure Letter) are true, accurate, complete and not misleading as on the Completion Date, (ii) there has not occurred, and nor is there any reasonable likelihood of any, event, occurrence, condition, change, development or effect occurring that shall, individually or in the aggregate, result in, or is reasonably most likely to result in, adversely affecting the validity or enforceability

of this Agreement or of the rights or remedies of the Purchaser occurring, (iii) there has not occurred, and nor is there any reasonable likelihood of any, event, occurrence, condition, change, development or effect occurring that shall, individually or in the aggregate, result in, or is reasonably most likely to result in, a material impairment of the ability of the Company and/ or such Seller to be bound by or perform their respective obligations under this Agreement and/ or any of the rights or remedies of the Purchaser under the Transaction Documents, (iv) there has not occurred and nor is there any reasonable likelihood of any Material Adverse Event occurring, and (v) that all obligations and covenants required under this Agreement to be performed or complied with by the Company Warrantors on or prior to the Completion have been performed or complied with.

- 5.2.2. The Sellers shall execute and deliver a certificate to the Purchaser, confirming that (i) the Seller Warranties are true, accurate, complete and not misleading as on the Completion Date, and (ii) all obligations and covenants required under this Agreement to be performed or complied with by each such Seller on or prior to the Completion have been performed or complied with.
- 5.2.3. The Purchaser shall file Form FC-TRS/SMF (as applicable) with the relevant Governmental Authority in respect of the Transfer of the Sale Shares held by the Seller II in favour of the Purchaser, along with the remittance of the Tranche 1 Purchase Consideration to/through (as instructed by the Authorised Dealer) the Authorised Dealer for onward remittance to Seller II's Seller Bank Account.
- 5.2.4. The Sellers (other than Seller II) shall deliver to the Purchaser (i) share transfer forms setting out the details of the Sale Shares duly signed by the Sellers in favour of the Purchaser, and (ii) the share certificates in respect of the Sale Shares.
- 5.2.5. The employment/ consultancy agreements of the Founders with the Company shall automatically stand terminated in accordance with the terms thereof without any further act or deed of any party to such employment/ consultancy agreement.
- 5.2.6. Within 2 (two) Business Days of the receipt by the Purchaser of the endorsed Form FC-TRS/SMF (as applicable) from the relevant Governmental Authority in respect of the Transfer of the Sale Shares held by the Seller II in favour of the Purchaser:
  - (i) the Company shall deliver to the Purchaser (a) share transfer forms setting out the details of the Sale Shares held by Seller II and duly signed by Seller II in favour of the Purchaser; and (b) the share certificates in respect of the Sale Shares held by Seller II; and
  - (ii) the Company shall hold a Board meeting to pass necessary resolutions, in form and substance acceptable to the Purchaser, to:
    - (I) approve the Transfer of the Sale Shares from the Sellers to the Purchaser;
    - (II) recording the termination of the employment/ consultancy agreements of the Founders as stated in Clause 5.2.5;
    - (III) recommend the appointment of the Persons nominated by the Purchaser as Directors of the Company ("**Purchaser Nominee Directors**");
    - (IV) recommend the adoption of the restated Articles in in the form prescribed by the Purchaser; and
    - (V) convene an extra-ordinary general meeting to pass the resolutions approving (A) the appointment of the Purchaser Nominee Directors; and (B) the restated Articles in the form prescribed by the Purchaser.
- 5.2.7. On the same day of the Board meeting stipulated in Clause 5.2.6, the Company shall hold an extra-ordinary general meeting to pass the resolutions, in form and substance acceptable to the Purchaser, approving (i) the appointment of the Purchaser Nominee Directors, and (ii) the restated Articles in the form prescribed by the Purchaser.



- 5.2.8. On the same day of the Board meeting stipulated in Clause 5.2.6, the Company shall hold a Board meeting to pass necessary resolutions, in form and substance acceptable to the Purchaser, to record the resignation of the Resigning Directors.
- 5.2.9. The Company shall, and the Purchaser shall cause the Company (i) to file Form DIR.12 of the Companies (Appointment and Qualification of Directors) Rules, 2014 and such other forms as maybe required with the relevant registrar of companies, (ii) to make the necessary entries in the register of directors of the Company, to record the resignation of Resigning Directors, and (iii) to provide certified true copies to the Sellers of the updated register of directors and Form DIR. 12 filed with the relevant registrar of companies along with payment challan.
- 5.3. Post Completion Activities:
- 5.3.1. Within 2 (two) Business Days of the Completion Date the Purchaser shall deliver to the Sellers (i) copy of the endorsed share certificate in respect of the Sale Shares, (ii) copy of duly executed and stamped share transfer forms in respect of the Sale Shares, and (iii) certified true copy of resolutions of the Board passed on the Completion Date as stated in Clause 5.2.6 and Clause 5.2.8.
- 5.3.2. Within 5 (five) Business Days of the Completion Date the Company shall email Form MGT-14 filed with relevant registrar of companies to Seller III.
- 5.3.3. Within 10 (ten) Business Days of the Completion Date, the Company shall, and the Purchaser shall cause the Company to repay all outstanding amounts payable to Chayadeep Properties Private Limited pursuant to the (i) Loan Agreement dated 10 October, 2017 executed by the Company and Chayadeep Properties Private Limited, and (ii) Loan Agreement dated 17 May, 2018, and (iii) Loan Agreement dated 6 June, 2018 executed by the Company, the Founders, Chayadeep Properties Private Limited, Seller III and Seller I (collectively "**Chayadeep Loan Agreements**").
- 5.3.4. The Purchaser shall ensure that the Company shall pay out the liabilities contained in **Schedule 6** within the timeline(s) as set out therein.
- 5.3.5. Upon the expiry of 6 (six) months of the Completion Date, the Purchaser shall wire transfer the Tranche 2 Purchase Consideration to the Sellers to their relevant Seller Bank Account in the manner provided for in Clause 2.3.
- 5.3.6. Upon the expiry of 12 (twelve) months of the Completion Date, the Purchaser shall wire transfer the Tranche 3 Purchase Consideration to the Sellers to their relevant Seller Bank Account in the manner provided for in Clause 2.3.
- 5.3.7. Upon the expiry of 18 (eighteen) months of the Completion Date, the Purchaser shall wire transfer the Tranche 4 Purchase Consideration to the Sellers to their relevant Seller Bank Account in the manner provided for in Clause 2.3.

## 6. **ACTIONS PENDING COMPLETION**

- 6.1. From the Execution Date through to the Completion Date (unless the Agreement is terminated in accordance with Clause 9), (i) the Company Warrantors shall ensure that the Company Warranties (subject to the Disclosure Letter), and (ii) the Sellers shall ensure that the Seller Warranties shall continue to be true and correct on and as of the Completion Date as if made on and as of the Completion Date. The Parties shall give each other prompt notice of any event, condition or circumstance occurring from the date hereof until the Completion Date that would constitute a violation or breach of any of the Warranties, if such Warranty were made as of any date from the date hereof until the Completion Date, or that would constitute a violation or breach of any terms and conditions contained in this Agreement.
- 6.2. Further, except as consented to in writing by the Purchaser or required under this Agreement, the Sellers shall not, and the Sellers shall procure that the Company does not (unless approved in writing by the Purchaser), prior to the Completion Date:
- 6.2.1. conduct the Business other than in the ordinary course as conducted by the Company as of the Execution Date and in any event in accordance with applicable Law;

- 6.2.2. incur any indebtedness or enhance any liabilities of the Company, except for those liabilities reasonably and necessarily incurred in the Ordinary Course of Business as conducted by the Company as on the Execution Date;
- 6.2.3. increase or incur any financial or performance guarantees or give any new collateral(s) on behalf of the Company or increase any existing bank credit facilities;
- 6.2.4. make any changes to the composition of the Board as on the Execution Date;
- 6.2.5. make any amendments to its Charter documents;
- 6.2.6. consolidate, subdivide, cancel, alter or reorganize its Share Capital or vary the rights attaching to its Securities or issue, Transfer or redeem any Securities;
- 6.2.7. consummate any transaction involving the sale of its Business or Assets or whereby it merges or consolidates with any other corporation or acquires any shares or business or assets of any other Person, firm, association, corporation or business organization or forms Subsidiaries, partnerships or joint ventures;
- 6.2.8. acquire any Assets of other businesses or incur any capital expenditure, create any joint venture, enter into partnerships as contemplated under the law of partnership, make any mergers, demergers and consolidations of the Company;
- 6.2.9. enter into any agreement / arrangement with any Related Party;
- 6.2.10. terminate the employment of any employees or transfer, second or depute any of the employees to any entity or amend the terms of employment of any of the employees;
- 6.2.11. hire any new employees with a cost to the Company exceeding INR 2,000,000 (Rupees Two Million) per annum;
- 6.2.12. pass any Board resolutions or resolutions of the shareholders of the Company, or make any other material decisions relating to the Company, other than in the Ordinary Course of Business;
- 6.2.13. apply, correspond or reply to a Governmental Authority or make any public announcement or correspondence in relation to the Transaction Documents or the transactions contemplated therein;
- 6.2.14. commence, proceed with or settle any legal, arbitration or other proceedings;
- 6.2.15. declare or pay any dividends, or make a distribution or revaluation of Assets;
- 6.2.16. incur any obligations or enter into any Contracts which have the effect of incurring any obligation, whether financial or otherwise, other than in the Ordinary Course of Business;
- 6.2.17. change any accounting principles; or
- 6.2.18. make a commitment or agree to do any of the foregoing, or participate in any discussions that might lead to such a commitment, agreement, arrangement or understanding.

## 7. REPRESENTATIONS

- 7.1. Each of the Founders (“**Company Warrantors**”) specifically acknowledges that the Purchaser has entered into this Agreement and has agreed to undertake the transactions contemplated, based on the representations and warranties provided by the Company Warrantors, jointly and severally, in each case, as set out in **Part A to Schedule 7 (“Company Warranties”)**, but subject to the Disclosure Letter.
- 7.2. Each of Sellers specifically acknowledge that the Purchaser has entered into this Agreement and has agreed to undertake the transactions contemplated, based on the representations and warranties provided by each of the Sellers severally as set out in **Part B to Schedule 7 (“Seller Warranties”)** to the Purchaser.
- 7.3. The Purchaser specifically acknowledges that the Sellers have entered into this Agreement and have agreed to undertake the transactions contemplated, based on the representations and

warranties provided by Purchaser, as set out in **Part C to Schedule 7** (“**Purchaser Warranties**”) to the Sellers.

- 7.4. Each of the Company Warranties and Seller Warranties (collectively, the “**Warranties**”) shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by inference from the terms of any of the other Warranties or any other terms of this Agreement.
- 7.5. The Company Warrantors hereby represent and warrant to the Purchaser that, each of the Company Warranties are true and correct as of the Execution Date and, shall be true and correct as of the Completion Date.
- 7.6. The Sellers hereby severally represent and warrant to the Purchaser that, each of the Seller Warranties are true and correct as of the Execution Date and, shall be true and correct as of the Completion Date.
- 7.7. The Purchaser hereby represents and warrants to the Sellers that, each of the Purchaser Warranties are true and correct as of the Execution Date and, shall be true and correct as of the Completion Date.
- 7.8. Each Party undertakes to notify the other Party in writing promptly if it becomes aware of any fact, matter or circumstance which would cause any of the representations or warranties made by it, to become untrue or inaccurate or misleading in any respect.
- 7.9. **Acknowledgement**
  - 7.9.1. Each of the Sellers acknowledge that it is, after conducting due enquiry, aware of its respective undertakings, representations, covenants and warranties as stated herein have verified that all the undertakings, representations, covenants and warranties, and all information in the Schedules of this Agreement are true, accurate and correct, that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remain to be furnished to the Purchaser, and that the Company, Sellers and/ or the Founders are in a position to observe, comply with and carry out their respective obligations hereunder.
  - 7.9.2. For avoidance of doubt it is hereby clarified that, no information relating to the Company of which the Purchaser has knowledge (actual or constructive) and no investigation by or on behalf of the Purchaser shall prejudice any indemnity claim made by the Purchaser under the Warranties or operate to reduce any amount recoverable. It shall not be a defense to any indemnity claim against any of the Sellers and/ or the Company Warrantors (as the case may be) that the Purchaser knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such indemnity claim.
  - 7.9.3. Seller III hereby ratifies all resolutions passed by the Board and/ or shareholders of the Company after the first closing date as defined under the Existing SHA, specifically as set out in **Schedule 8**.
  - 7.9.4. The Sellers hereby provide all consents, waivers and approvals as required under the Existing SHA and the Articles to give effect to the transactions contemplated hereunder.

## **8. INDEMNITIES AND CERTAIN ADJUSTMENTS**

- 8.1. The Purchaser hereby agrees to indemnify, defend and hold harmless each of the Sellers, their respective directors, officers, and employees, as applicable, (collectively, the “**Seller Indemnified Parties**”), from and against any and all Losses (including costs and expenses arising from enforcing the right of indemnification set out herein) incurred or suffered, by a Seller Indemnified Party, resulting from or arising out of (i) any misrepresentation or any breach of the Purchaser Warranties, and/or (ii) breach of the terms, conditions and obligations of the Purchaser in the Transaction Documents.
- 8.2. The Sellers hereby agree to severally indemnify, defend and hold harmless the Purchaser, its directors, officers, and employees (collectively, the “**Purchaser Indemnified Parties**”), from and against any and all Losses (including costs and expenses arising from enforcing the right of

indemnification set out herein) incurred or suffered by a Purchaser Indemnified Party, resulting from or arising out of (i) any misrepresentation or any breach of the Seller Warranties, and/or (ii) any breach or failure to fulfil any agreement, covenants, condition and/or obligations of any of the Sellers in the Transaction Documents.

- 8.3. The Company Warrantors, Seller I and Seller III shall indemnify, defend and hold harmless the Purchaser Indemnified Parties, in the manner set out in Clause 8.4, from and against any and all Losses (including costs and expenses arising from enforcing the right of indemnification set out herein) incurred or suffered by a Purchaser Indemnified Party, resulting from or arising out of:
  - 8.3.1. any misrepresentation or any breach of any of the Company Warranties (as qualified by the Disclosure Letter); and
  - 8.3.2. any Claims arising in relation to the Business and/or the Company in relation to the period prior to the Completion Date (other than those liabilities duly disclosed in the Disclosure Letter).
- 8.4. The Parties agree that any indemnity Claims under Clause 8.3 and/or 8.13 may be made by any Purchaser Indemnified Party:
  - 8.4.1. against the Founders (who shall be jointly and severally liable) to a maximum extent of 125% (one hundred and twenty five percent) of the portion of the Purchase Consideration actually received until the time of the Claim made by the Purchaser Indemnified Party on the Founders hereunder ("**Founder Liability Cap**");
  - 8.4.2. against Seller I, but only if the Claim made by the Purchaser Indemnified Party exceeds the Founder Liability Cap, subject to a maximum of 50% (fifty percent) of the Purchase Consideration actually received by Seller I until the time of the Claim ("**Seller I Liability Cap**"); and
  - 8.4.3. against Seller III, but only if the Claim made by the Purchaser Indemnified Party exceeds both the Founder Liability Cap and the Seller I Liability Cap, subject to a maximum of 50% (fifty percent) of the Purchase Consideration actually received by Seller III until the time of the Claim.
- 8.5. Notwithstanding anything contained herein, the liability of each Seller (other than the Founders) under this Clause 8 shall be limited to 100% (one hundred percent) of their respective portion of the Purchase Consideration actually received until the time of the Claim made by the Purchaser Indemnified Party on such Seller (other than the Founders) hereunder.
- 8.6. Notwithstanding anything contained herein, the liability of the Founders under this Clause 8 shall be limited to 125% (one hundred and twenty five percent) of the Purchase Consideration actually received by the Founders until the time of the Claim made by the Purchaser Indemnified Party.
- 8.7. The limitations of liability set forth in this Clause 8 shall not apply to Losses arising in relation to Warranties relating to authority and capacity or Warranties relating to ownership or title to the Sale Shares of the relevant Sellers.
- 8.8. In the event that a Claim by a Purchaser Indemnified Party is on account of (i) fraud and (ii) willful misconduct, the term "Company Warrantors" shall for the purpose of Clause 7 be deemed to include Seller I and Seller III.
- 8.9. Without prejudice to the foregoing:
  - 8.9.1. no Seller shall be liable to any Purchaser Indemnified Party for any Claims for a value under INR 500,000 (Rupees Five Hundred Thousand).
  - 8.9.2. the Purchaser shall not have the right to make any Claim for indemnity after a period of 3 (three) years from the Completion Date, except:
    - (i) in respect of a breach of Warranties relating to authority and capacity, for which the Claim period shall be the relevant limitation period prescribed under applicable law;

- (ii) in respect of any: (i) fraud, (ii) willful concealment, (iii) willful default, and (iv) willful misconduct, for which the Claim period shall be the relevant limitation period prescribed under applicable Law;
  - (iii) Warranties relating to ownership and title to the Sale Shares, for which the claim period shall be the relevant limitation period prescribed under applicable Law; and
  - (iv) in respect of a breach of Warranties relating to Taxes or any Claims related to Tax related Laws, for which the claim period shall be 8 (eight) years from the Completion Date.
- 8.10. The Purchaser Indemnified Parties may perform reasonable actions to avoid or mitigate any Losses which it may suffer as a consequence of any misrepresentation or breach by the Sellers/ Company Warrantors (as the case maybe) of the terms of this Agreement or any fact.
- 8.11. Indemnification Procedure
- 8.11.1. In respect of any Claim under this Clause, the Purchaser Indemnified Party/ Seller Indemnified Party (as the case may be) shall intimate the Purchaser/ Seller (as the case may be) of the amount of the Loss and the particulars of such Loss (“**Claim Notice**”). The Purchaser/ Seller (as the case may be) shall make indemnity payments to the Purchaser Indemnified Party / Seller Indemnified Party (as the case may be) within 15 (fifteen) days of receipt of the Claim Notice without protest or demur.
- 8.11.2. The Purchaser/ Seller (as the case may be) shall take all necessary steps, including passing of any resolutions (where applicable), that may be required to ensure that it/he/she fulfils its/his/her respective indemnification obligations hereunder.
- 8.12. The rights of a Purchaser Indemnified Party/ Seller Indemnified Party (as the case may be) pursuant to this Clause 8 shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Purchaser Indemnified Party/ Seller Indemnified Party (as the case may be) at equity or Law 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.
- 8.13. Without prejudice to any of the rights of the Purchaser arising from any of the provisions of this Agreement, Company Warrantors, Seller I and Seller III shall indemnify, defend and hold harmless the Purchaser Indemnified Parties, in the manner set out in Clause 8.4, against all Losses which the Purchaser may suffer or incur or is likely to suffer or incur, as a result of or which may be attributable to the following notwithstanding any disclosures in the Disclosure Letter (“**Specific Indemnities**”):
- 8.13.1. any deficiency or defect in the title to the Sale Shares;
  - 8.13.2. any tax proceedings against any Seller that may adversely affect the transfer of their respective portion of the Sale Shares, or render the transactions as contemplated under this Agreement void as per Section 281 of the Income Tax Act;
  - 8.13.3. on account of incorrect representation of the Sellers except Seller II for their resident status;
  - 8.13.4. any income tax, interest and / or penalty that may be levied under any Tax Laws;
  - 8.13.5. any Loss suffered by the Purchaser not withholding any Taxes or any Taxes levied on the Purchaser an agent or representative assessee under the Income Tax Act;
  - 8.13.6. any non-compliance with respect to Section 42 of the Act;
  - 8.13.7. on account of not obtaining registrations and licenses under (a) Contract Labour (Regulation and Abolition) Act, 1970, (b) Food Safety and Standards Act, 2006, (c) Food Safety and Standards (Licensing and Regulation of Food Businesses) Regulations, 2011, and (d) Order dated February 2, 2017 issued by the Food Safety and Standards Authority of India;

- 8.13.8. on account of non-submission of annual returns with the relevant registering authority in accordance with the terms of the OSP registration certificate dated June 9, 2015 issued to the Company;
  - 8.13.9. any non-compliance with the directions issued by RBI under the Payment and Settlement Systems Act, 2007; and
  - 8.13.10. on account of non-stamping or inadequately stamping of material Contracts entered into by the Company.
- 8.14. The Founders represent that as of the Balance Sheet Date the current assets less all liabilities is a negative of INR 109,192,136 (Rupees (negative) One Hundred and Nine Million One Hundred Ninety Two Thousand One Hundred and Thirty Six) ("**Balance Sheet Date Working Capital**").
- 8.15. The Purchaser shall be entitled to adjust, withhold, forfeit, set off, deduct and/or appropriate from the payments set forth in Clause 2.3.2, Clause 2.3.3 and/or Clause 2.3.4 the following amounts ("**Adjustment Amounts**"):
- 8.15.1. all amounts towards satisfaction of any of its Claims under Clause 8.2, Clause 8.3 and Clause 8.13 against the Sellers in the manner as set out in Clause 8.4 (provided that for the purposes of Clause 8.15 alone, the words "the Purchase Consideration actually received" in Clause 8.4 shall be read as "the Purchase Consideration actually received or scheduled to be paid");
  - 8.15.2. all liabilities on the Balance Sheet Date in excess of the Balance Sheet Date Working Capital (it being clarified by way of abundant caution that, for example, liabilities of a negative of INR 200,000,000 (Rupees (negative) Two Hundred Million) shall be liabilities in excess of INR 109,192,136 (Rupees (negative) One Hundred and Nine Million One Hundred Ninety Two Thousand One Hundred and Thirty Six); and
  - 8.15.3. all costs incurred by the Company relating to the drafting, negotiation and execution of the Transaction Documents (other than the costs already set out in the liabilities set out in **Schedule 6**).
- 8.16. It is agreed that the Adjustment Amounts shall be decreased to the extent that the liabilities on the Balance Sheet Date are less than the Balance Sheet Date Working Capital (it being clarified by way of abundant caution that, for example, liabilities of a negative of INR. 100,000,000 (Rupees (negative) One Hundred Million) shall be less than INR 109,192,136 (Rupees (negative) One Hundred and Nine Million One Hundred Ninety Two Thousand One Hundred and Thirty Six)). Any such decreases to the Adjustment Amounts shall be as mutually agreed between the Purchaser and the Sellers (other than Seller II). Provided that in the event of any failure of the Purchaser and the Sellers (other than Seller II) to agree upon such decreases to the Adjustment Amounts prior to the dates that the payments set forth in Clause 2.3.2, Clause 2.3.3 and/or Clause 2.3.4 are due, the Purchaser shall only be required to decrease such amounts from the Adjustment Amounts as may be certified by a big 4 accounting firm engaged by the Purchaser (in which case the timelines for payment under Clause 2.3.2, Clause 2.3.3 and/or Clause 2.3.4 shall stand extended to the extent necessary to receive such certification from such big 4 accounting firm).
- 8.17. The amounts that the Purchaser shall be entitled to adjust, withhold, forfeit, set off, deduct and appropriate as Adjustment Amounts pursuant to Clauses 8.15 shall be as mutually agreed between the Purchaser and the Sellers (other than Seller II). Provided that in the event of any failure of the Purchaser and the Sellers (other than Seller II) to agree upon such Adjustment Amounts prior to the dates that the payments set forth in Clause 2.3.2, Clause 2.3.3 and/or Clause 2.3.4 are due, the Purchaser shall only be entitled to adjust, withhold, forfeit, set off, deduct and appropriate such amounts as may be certified by a big 4 accounting firm engaged by the Purchaser (in which case the timelines for payment under Clause 2.3.2, Clause 2.3.3 and/or Clause 2.3.4 shall stand extended to the extent necessary to receive such certification from such big 4 accounting firm subject to a maximum extension of 45 (forty five) days).
- 8.18. No disputes in relation to the payments of any portion of the Purchase Consideration on account of the determining the Adjustments Amounts to the Purchase Consideration, shall prejudice the Purchaser's title to the Sale Shares in any manner.

**9. TERMINATION OF AGREEMENT**

- 9.1. This Agreement may be terminated at any time prior to Completion:
- 9.1.1. by mutual written consent of Sellers and the Purchaser;
  - 9.1.2. at the election of the Purchaser, in accordance with Clause 3 by service of notice by the Purchaser to the Sellers;
  - 9.1.3. at the election of the Purchaser by service of notice by the Purchaser to the Sellers, if any of the Sellers breaches any of the Warranties (as qualified by the Disclosure Letter), or any other material covenant or agreement of the Company or Sellers contained in this Agreement, and such material breach cannot be or is not cured within 15 (fifteen) Business Days after being notified in writing of the same; and
  - 9.1.4. at the election of the Purchaser by service of notice by the Purchaser to the Sellers, prior to the Completion Date, upon the occurrence of any event, occurrence, condition, change, development or effect occurring that shall, individually or in the aggregate, result in, or is most likely to result in:
    - (i) adversely affecting the validity or enforceability of the Transaction Documents or of the rights or remedies of the Purchaser under the Transaction Documents; or
    - (ii) any material impairment of the ability of the Company and/or any of the Sellers to be bound by or perform their respective obligations under the Transaction Documents; or
    - (iii) a Material Adverse Event.
  - 9.1.5. at the election of the Purchaser by service of notice by the Purchaser to the Sellers, if the endorsed Form FC-TRS/SMF (as applicable) is not received from the relevant Governmental Authority in respect of the Transfer of the Sale Shares held by Seller II in favour of the Purchaser on or prior to the expiry of 30 (thirty) days of the submission of such Form FC-TRS/SMF (as applicable).
- 9.2. The provisions of this Agreement shall have no effect after termination in accordance with this Agreement, provided however the provisions of this Agreement that are expressly stated in Clause 9.4 below to survive such termination, shall remain in full force and effect and survive any such termination of this Agreement.
- 9.3. In the event of termination under Clause 9.1, Seller II shall, on or prior to the expiry of 45 (forty-five) days of the submission of the Form FC-TRS/SMF (as applicable) referred to in Clause 9.1.5, refund to the Purchaser all portions of the Purchase Consideration paid by the Purchaser to Seller II.
- 9.4. The provisions of Clause 9 (Termination), Clause 9.4 (Survival), Clause 12 (Dispute Resolution), Clause 13 (Notices), Clause 14 (Governing Law) and Clause 17 (Confidentiality) shall survive the termination of this Agreement.

**10. NON COMPETITION, NON SOLICITATION AND OTHER COVENANTS**

- 10.1. During the period commencing on the Completion Date and for a period of 1(one) year thereon, the Founders, whether directly or indirectly, through their Affiliates or through or for the benefit of any other Person, shall not: (i) engage, or attempt to engage, invest, or attempt to invest, in a Competing Business and/or any business that is competitive with the business of the Purchaser; and (ii) be connected as a shareholder, director, officer or employee, partner, lender, guarantor or advisor of or consultant to, or in any capacity with, any corporation, limited liability company, partnership or other entity or Person that is engaged in any business that is a Competing Business and/or competitive with the business of the Purchaser.
- 10.2. It is hereby agreed that none of the Founders or any of their Affiliates shall advise any Person in relation to a Competing Business and none of the Sellers or any of their Affiliates shall divulge any information relating to or belonging to the Company to any Person.

10.3. During the period commencing on the Completion Date and for a period of 1 (one) year thereon, the Founders, whether directly or indirectly, through their Affiliates, or through any Person, shall not and expressly covenant not to employ or attempt to employ, solicit or assist anyone else to employ or solicit any Covered Person to leave his or her employment or consultancy, terminate or breach his or her employment or consultancy agreement with the Company, or hire or engage in any other manner, any Covered Person who is, or was at any time after January 2018, in the employment or consultancy with the Company. In the event that any Person is employed or engaged in any other role by any of the Founders in violation of the terms of this Clause, the same shall be deemed to be an automatic breach of the material terms of this Agreement.

Provided however that, notwithstanding anything contained in Clause 10.1 or Clause 10.2, (i) RK and SG's interest in Revolutionary Fitness Private Limited, (ii) the activities of the Seller I (as an Affiliate of RK), and (iii) Revolutionary Fitness Private Limited operating a cloud kitchen, shall not in any manner be deemed to be a breach or violation of this Clause 10.1 or Clause 10.2, but only so long as (a) Revolutionary Fitness Private Limited does not directly or indirectly engage in the delivery of any goods other than Permitted Revofit Goods, or (b) the activities of Seller I are merely in the nature of making financial investments in companies.

10.4. Integration Support:

10.4.1. On and from the Completion Date, SD and SS shall ensure (as may be reasonably required by the Purchaser) that the operations of the Company are integrated with:

- (i) The business operations of the Purchaser; and
- (ii) The current technology, logistics, store front, customer and supplier relationships of the Purchaser.

10.4.2. SD and SS shall undertake best efforts to ensure that such integration shall be done in a manner that:

- (i) The business volumes that are being delivered by the Company immediately prior to the Completion Date are maintained; and
- (ii) The growth rates of the Company immediately prior to the Completion Date are maintained.

10.4.3. SD and SS shall do all such acts and deeds as may be reasonably required or requested by the Purchaser to ensure proper and complete integration of the operations of the Company with that of the Purchaser as set forth in this Clause 10.4.

10.4.4. The obligations of (a) SD under this Clause 10.4 shall cease on 30 September, 2018, and (b) SS under this Clause 10.4 shall cease on 30 September, 2018.

10.5. From the period commencing on the Completion Date and for a period of 1 (one) year thereon, each of the Founders, whether directly or indirectly, through their Affiliates or through any Person, shall not and expressly covenant not to solicit, cause in any part or knowingly encourage any existing suppliers and/or customers of the Company or the Purchaser to cease doing business in whole or in part with the Company or the Purchaser, or solicit, cause in any part or knowingly encourage any such then existing clients of the Company or the Purchaser to do business, with any other Person.

10.6. The Parties shall not, directly or indirectly, or in any communications with any Person, criticize, ridicule or make any statement which disparages or is derogatory or tarnishes the name, reputation or goodwill of the Company or of the Purchaser. The Parties agree that the pursuit of contractual remedies hereunder and statutory remedies shall not constitute a breach of the foregoing.

10.7. The Founders shall not, directly or indirectly, or in any communications with any Person, assert any rights or claims with respect to the Intellectual Property of the Company or the Purchaser.

10.8. The Founders expressly acknowledge that the restrictions under this Clause 10 constitute a material covenant for the herein mentioned transaction. Further, the Founders also agree that the limitations as to time and the limitations of the character or nature placed under this Clause 10 are reasonable and fair. In addition, the Founders have given careful consideration to the restraints



imposed upon under this Agreement, and are in full accord as to their necessity for the reasonable and proper protection of the Business.

- 10.9. The Founders acknowledge that:
- 10.9.1. the duration and scope of the undertakings under Clauses 10.1 to 10.8 are reasonable under the circumstances in which they have been given; and
  - 10.9.2. such undertakings are material for the willingness of the Purchaser to purchase the Sale Shares.
- 10.10. Each of the Founders expressly waives any right to assert inadequacy of consideration as a defence to enforcement of the covenants set forth in this Clause 10. The Parties agree that in the event that any provision of this Clause 10 shall be determined by any court of competent jurisdiction to be unenforceable by reason of it being extended over too great a time, too large a geographic area or too great a range of activities, such provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by Law.

## 11. COVENANTS OF THE SELLERS

- 11.1. The Sellers covenant and undertake:
- 11.1.1. to compute and remit all applicable Taxes payable by the Seller for the Transfer of the Sale Shares in accordance with the procedures prescribed under Law, if required; and
  - 11.1.2. to use best efforts to render all reasonable assistance and co-operation, including without limitation, attending meetings, hearings, execution of documents, appearances before Governmental Authorities and the provision of copies of documents after the Completion Date, as may be required by the Purchaser from time to time in relation to any pending Claims against the Company by any Person or Government Authority.

## 12. DISPUTE RESOLUTION

- 12.1. **Dispute Resolution:** Any and all disputes or differences between one or more Parties ("**Disputing Parties**") hereto arising out of or in connection with this Agreement or its performance, including the breach, termination or invalidity thereof ("**Dispute**"), shall, as far as it is possible, be settled amicably through good faith consultation between the Disputing Parties. If a Disputing Party gives the other Disputing Party notice that a Dispute has arisen ("**Dispute Notice**"), Parties to the dispute shall each appoint one nominee/ representative (with adequate authority to settle the dispute) who shall in good faith attempt to resolve the dispute. In case the dispute is not settled within 15 (fifteen) days from the date of receipt of the Dispute Notice, the matter shall be referred to arbitration, in accordance with the Clause 12.2 hereunder.
- 12.2. All such disputes that have not been satisfactorily resolved under Clause 12.1 above, shall be referred upon the application of any Disputing Party to, and finally settled under, the (Indian) Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bengaluru. All proceedings of such arbitration shall be in the English language.
- 12.3. The arbitration panel shall consist of (i) 1 (one) arbitrator appointed by the Founders collectively (to the extent that they are Disputing Parties), (ii) 1 (one) arbitrator appointed by each Disputing Party (other than the Purchaser and the Founders), (iii) such number of arbitrators equal to the aggregate number of arbitrators appointed under sub-clause (i) and sub-clause (ii) above, and (iii) the arbitrators so appointed shall jointly appoint an additional arbitrator ("**Arbitration Board**").
- 12.4. Arbitration awards rendered shall be final and binding and shall not be subject to any form of appeal. The losing Party(ies), as determined by arbitrators, shall pay all reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred by the prevailing Party(ies), as determined by the arbitrators, in connection with any dispute unless the arbitrators direct otherwise.
- 12.5. Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy for monetary damages through the arbitration described in this Clause 12.

12.6. The provisions of this Clause 12 shall survive the termination of this Agreement.

13. **NOTICES**

13.1. All notices and other communications required or permitted hereunder shall be in writing and signed by or on behalf of the Party giving it. It shall issued/dispatched by (i) electronic mail; or (ii) registered or certified mail, postage prepaid; or (iii) recognized courier:

(i) If to Seller I:

Address : B-5, Ground Floor, Plot- 414, Sindhi Colony,  
Mohan Damodar Patil Marg, Worli Bus Depot,  
Worli Colony, Mumbai, Maharashtra –  
400030, India

Attention : Mr. Rishi Khiani

Telephone : +91 70459 31019

Email : rishi@antfarm.in

(ii) If to Seller II:

Address : 80 Raffles Place, #14-01 UOB Plaza 1,  
Singapore – 048624

Attention : Mr. Sardool

Telephone : +65 6820 3582

Email : sardool@khattarholdings.com

(iii) If to Seller III:

Address : #30, Galaxy, 1<sup>st</sup> Main Road, 3<sup>rd</sup> Phase, J P  
Nagar, Bangalore, Karnataka – 560078

Attention : Kannan P R/Ramaprasad J S

Telephone : +91 80 67840400

Email : kannan.pr@agnus.in

(iv) If to Seller IV:

Address : L – 8, Epsilon Residential Complex, Yemalur,  
Bengaluru – 560037

Attention : Mr. Sanjay Kalra

Telephone : +91 9845234300

Email : sanjay.kalra@gmail.com

(v) If to Mr. Rishi Khiani:

Address : 23, 2<sup>nd</sup> Floor, Tennerife Bldg., Little Gibbs  
Road, K.S. Taiyabji Marg, Malabar Hill,  
Mumbai – 400026

Attention : Mr. Rishi Khiani

Telephone : +91 70459 31019

Email : rishi@antfarm.in

(vi) If to Mr. Sandeep Das:

Address : B-702, Lokhandwala Residency, Manjrekar  
Road, Off. Dr. E. Moses Road, Worli,  
Mumbai, Maharashtra – 400018

- Attention : Mr. Sandeep Das  
 Telephone : +91 9820040972  
 Email : sdas2311@gmail.com
- (vii) If to Mr. Sunil Kumar Saraf:  
 Address : 604, Casa Grande, Senapati Bapat Marg,  
 Lower Parel Mumbai – 400 013  
 Attention : Mr. Sunil Kumar Saraf  
 Telephone : +91 9821023820  
 Email : sunilsaraf61@hotmail.com
- (viii) If to Mr. Sanjay Ghai:  
 Address : Anand Vihar, Bhulabhai Desai Road,  
 Cumballa Hill, Mumbai, Maharashtra –  
 400026, India  
 Attention : Mr. Sanjay Ghai  
 Telephone : +91 9820099800  
 Email : sghai@revofit.com
- (ix) If to the Company (On or prior to the Completion Date):  
 Address : 3<sup>rd</sup> Floor, Todi Building, Mathuradas Mill  
 Compound, Lower Parel, Mumbai,  
 Maharashtra – 400013, India  
 Attention : Mr. Sandeep Das  
 Telephone : +91 9820040972  
 Email : sandeep@scootsy.com
- (x) If to the Company (Post the Completion Date):  
 Address : C/o Bundl Technologies Private Limited  
 Tower D, IBC Knowledge Park, 7/1,  
 Bannerghatta MainRoad, Bengaluru-560029  
 Attention : Mr. Lakshmi Nandan Reddy Obul  
 Telephone : +91 9972423094  
 Email : nandan@swiggy.in
- (xi) If to the Purchaser:  
 Address : Tower D, IBC Knowledge Park, 7/1,  
 Bannerghatta MainRoad, Bengaluru-560029  
 Attention : Mr. Lakshmi Nandan Reddy Obul  
 Telephone : +91 9972423094  
 Email : nandan@swiggy.in

13.2. Any notice or other communication required or permitted by this Agreement shall be in writing and shall be deemed given on the earlier of the following (i) upon receipt or (ii) (a) one (1) Business Day after the Business Day of electronic mail, (b) seven (7) days after deposit with the applicable national postal service, if delivered by registered post, postage prepaid, for same-country delivery ten (10) days after such deposit for international delivery, (c) three (3) Business Days after the Business Day of deposit with recognized courier, for same-country delivery, five (5) Business Days after deposit for international delivery. The address and email addresses for

serving notices can be changed by any Party by properly serving notices on the other Parties informing them of the changes. In the event that a Party refuses delivery of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement. To the extent that any phone numbers are specified in Clause 13.1, the same shall be used merely for facilitating postal or courier deliveries, and no notices purported to be served via telephone will be deemed to be properly served notices.

**14. GOVERNING LAW**

14.1. The Agreement and all acts and transactions pursuant thereto shall be governed in accordance with the Laws of India without regard to applicable conflicts of laws principles, and the applicable courts of Bengaluru shall have exclusive jurisdiction.

**15. SPECIFIC PERFORMANCE**

15.1. This Agreement shall be specifically enforceable at the instance of any Party, subject to the terms of this Agreement. The Parties agree that a non-defaulting Party will suffer material, immeasurable and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Law in respect of such breach will be inadequate (each Party hereby waives the claim or defence that an adequate remedy at Law is available) and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it, subject to the limitations and exclusions set forth in this Agreement.

**16. RIGHTS CUMULATIVE**

16.1. The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by Law or otherwise.

16.2. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

16.3. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

**17. CONFIDENTIALITY**

17.1. Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this Agreement, Term Sheet and any other Confidential Information shared by the other Parties at all times. Provided however nothing contained herein shall affect the ability of the Parties to make disclosure (i) at such time as it enters the public domain through no fault of such Parties, (ii) that is communicated to it free of any obligation of confidentiality, (iii) to such Parties, employees or agents having a need to know the contents of such Confidential Information, and its attorneys and other advisors, provided that before any disclosure to any such person the relevant Party shall ensure that he is made aware of the terms of this Clause and shall procure that each such person adheres to those terms as if he were bound by the provisions of this Clause, (iv) in connection with the exercise of rights under this Agreement, or (v) as required by applicable Law.

**18. SEVERABILITY**

18.1. If any provision of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from the Agreement, and the Parties will negotiate in good faith to agree to replace such illegal, void or unenforceable provision of the Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision or act in accordance with a judgment, order, decree or declaration made by a court of competent jurisdiction. The balance of the Agreement shall be enforceable in accordance with its terms.

**19. COUNTERPARTS**

19.1. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the Parties actually executing such counterparts, and all of which together shall constitute one instrument. The Parties may enter into this Agreement by signing any such counterpart.

20. **ENTIRE AGREEMENT**

20.1. This Agreement constitutes the full and entire understanding and agreement among the Parties with regard to the subjects hereof and supersedes, replaces and overrides, in their entirety, all prior agreement or understandings (either written or otherwise) between the Parties with respect to the subject matter hereof, including the Term Sheet.

21. **TELECOPY, EXECUTION AND DELIVERY**

21.1. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more Parties hereto and delivered by such Party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party hereto, all Parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

22. **INDEPENDENT CONTRACTORS**

22.1. The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship.

23. **PAYMENTS**

23.1. All amounts payable under this Agreement shall be in accordance with applicable Law.

24. **AMENDMENTS AND WAIVERS**

24.1. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by each of the Parties hereto.

24.2. A waiver or any failure or delay by the Purchaser to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by the Purchaser of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of the Purchaser. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.

25. **COSTS**

25.1. Unless otherwise provided in this Agreement, each Party shall bear its own costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby.

25.2. The Purchaser shall bear all stamp duty in respect of execution of this Agreement, on the sale of the Sale Shares, and on the instruments of Transfer as detailed under this Agreement.

25.3. The Purchaser shall pay all costs for obtaining the Valuation Report.

25.4. The Sellers shall exclusively bear their respective Tax liability arising out of the (i) sale and purchase of the Sale Shares, and (ii) payment or receipt of the Purchase Consideration pursuant to this Agreement.

26. **ASSIGNMENT**

26.1. No Party shall assign or Transfer in respect of, or purport to assign or Transfer in respect of, any of their rights or obligations under this Agreement without the prior approval of the other Parties. It is expressly clarified that the foregoing shall not operate as a restriction on the Purchaser on Transferring the Sale Shares so long as the Purchaser remains principally and solely liable to the Sellers for its obligations under this Agreement, and the Sellers shall have no obligations to such transferee.

27. **FORCE MAJEURE**

No Party shall be liable for failing to fulfill, or having delayed fulfillment of, the terms and conditions of this Agreement, if fulfillment is delayed or precluded due to Force Majeure Event; provided however, that the non-fulfilling Party shall immediately inform the other Parties of the circumstances preventing the fulfillment and take all reasonable actions to overcome such circumstances and minimize the consequences thereof.

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**SCHEDULE 1****PART A****SHAREHOLDING OF THE COMPANY AS OF THE EXECUTION DATE ON A FULLY DILUTED BASIS**

<b>SR NO</b>	<b>SHAREHOLDER</b>	<b>NUMBER OF EQUITY SHARES</b>	<b>NUMBER OF SERIES A CCPS</b>	<b>PERCENTAGE</b>
1.	Antfarm Business Incubator Private Limited	1,41,529	--	65.52
2.	Mr. Sanjay Girish Ghai	5,000	--	2.31
3.	Mr. Sandeep Haradhan Das	18,000	--	8.33
4.	Mr. Sunil Kumar Saraf	7,500	--	3.47
5.	Mr. Rishi Arjan Khiani	1	--	0.00
6.	Agnus Capital LLP	1	31,861	14.75
7.	Mr. Sanjay Kalra	1,500	--	0.69
8.	Khattar Capital International Pte. Ltd.	--	10,620	4.92
	<b>TOTAL</b>	<b>173,531</b>	<b>42,481</b>	<b>100</b>

**SCHEDULE 1****PART B****SHAREHOLDING OF THE COMPANY AS OF THE COMPLETION DATE ON A FULLY DILUTED BASIS**

<b>SR NO</b>	<b>SHAREHOLDER</b>	<b>NUMBER OF EQUITY SHARES</b>	<b>NUMBER OF SERIES A CCPS</b>	<b>PERCENTAGE</b>
1.	Bundl Technologies Private Limited	173,530	42,481	100.00%
2.	a nominee of Bundl Technologies Private Limited	1	0	0.00%
	<b>TOTAL</b>	<b>173,531</b>	<b>42,481</b>	<b>100.00%</b>

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**SCHEDULE 2**  
**LIST OF RESIGNING DIRECTORS**

SR. NO.	NAME OF RESIGNING DIRECTOR
1.	Mr. Sanjay Girish Ghai
2.	Mr. Sandeep Haradhan Das
3.	Mr. Rishi Arjan Khiani

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### SCHEDULE 3

1. **CONDITIONS PRECEDENT TO BE FULFILLED BY THE SELLERS AND THE COMPANY**
- 1.1 A certificate having been obtained from an independent chartered accountant (as required under the foreign exchange regulations governing the transfer of shares by a person resident in India to a person not resident in India), indicating the fair value of the Sale Shares, calculated in accordance with an internationally acceptable method of valuation (“**Valuation Report**”), and a copy of the Valuation Report having been provided to the Purchaser.
- 1.2 Seller II having executed and delivered to the Purchaser the following documents that are required for reporting the Transfer of the Sale Shares held by Seller II in favour of the Purchaser to the relevant Governmental Authority:
  - (i) board resolution or power of attorney executed by the overseas company authorizing the person signing the FC-TRS towards the Transfer of Sale Shares held by Seller II and for executing the documents;
  - (ii) letter from the Seller II in the prescribed form consenting to Transfer its portion of the Sale Shares to the Purchaser in accordance with foreign direct investment policy as in force; and
  - (iii) any other document as may be required by the authorized dealer bank.
- 1.3 The Company having convened a meeting of its board of directors and has obtained appropriate resolutions/ approvals authorising the execution and performance of this Agreement.
- 1.4 The Sellers and the Company having provided certified true copies of each of the above resolutions to the Purchaser, along with a written confirmation that the resolutions continue to be valid as on the Completion Date.
- 1.5 There shall not have been any event(s) or condition(s) of any character that constitute(s) a Material Adverse Event unless expressly conveyed to the Purchaser.
- 1.6 There being no writ, judgment, injunction, decree or similar order of any court or similar Person restraining or preventing the Sellers and/or the Company from consummating the transactions contemplated herein.
- 1.7 Obtaining of all applicable (if any) Consents, permissions, no-objections and approvals (including but not limited to governmental, regulatory, lenders, customers, Contracts and third party approvals) required for the sale of Sale Shares by each of the Sellers.
- 1.8 Seller II having provided to the Purchaser a certificate or opinion issued by a big 4 accounting firm (as maybe approved by the Purchaser) in a form acceptable to the Purchaser, stating the capital gains or loss arising on the transfer of the Sale Shares from Seller II to the Purchaser and the Withholding Amounts.
- 1.9 The Company shall have provided the Purchaser share certificate number 6 for 1(one) Equity Share allotted to Seller III on April 7, 2017.
- 1.10 Seller II shall have delivered to the Company (i) executed share transfer forms setting out the details of the Sale Shares held by Seller II and duly signed by Seller II in favour of the Purchaser; and (ii) the share certificates in respect of the Sale Shares held by Seller II.
- 1.11 The Company and Revolutionary Fitness Private Limited shall have entered into a contract accurately recording the terms of their agreements in relation to (a) running and operating of the ‘kitchen business’, and (b) brand licensing of ‘nonnas’ to Revolutionary Fitness Private Limited to the extent required for operation of the kitchen business under the brand name ‘nonnas’, which contract may not be capable of termination prior to 1<sup>st</sup> September 2018 and at anytime thereafter only with a notice of 3 (three) months.

- 1.12 The Purchaser and the Sellers have agreed that the Form FC-TRS/SMF (as applicable) in respect of the Transfer of the Sale Shares held by Seller II in favour of the Purchaser shall be filed by the Purchaser with the relevant Governmental Authority within 5 (five) Business Days from the Execution Date. Notwithstanding this, the Company shall provide to the Purchaser a loan extension letter from Chayadeep Properties Private Limited whereunder the loans outstanding from the Company to Chayadeep Properties Private Limited shall be repayable (a) within 10 (ten) Business Days of the Completion Date, or (b) August 31, 2018, whichever is earlier.

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#### SCHEDULE 4

##### CONDITIONS SUBSEQUENT TO BE FULFILLED BY SELLERS AND COMPANY

1. As soon as practicable, but, in no event later than the relevant time period specified below (where so specified), the Founders shall provide all assistance reasonably requested by the Purchaser for the Company to:
  - 1.1. inform the provident fund authorities of the 'change in control' of the Company in respect to the provident fund registration procured by the Company.
  - 1.2. inform the relevant authorities of the 'change in control' of the Company in respect to the employee state insurance registration that shall be procured by the Company;
  - 1.3. update the register of contracts with related party and contracts and bodies in which directors are interested to reflect all the details accurately;
  - 1.4. ensure that the name of the developer of the app on the App store is transferred in the name of the Company;
  - 1.5. obtain a confirmation of termination from the licensor in respect of the leave and license agreement executed by the Company for the premises at (i) Adarsh Bhai Bandarkar Macchimar, Vasahat No. 3, Captain Prakash Pethe Marg, Cuffe Parade, Colaba, Mumbai-400005, and (ii) Shangrila, 161A St. Andrews Road, Bandra, Mumbai-400050;
  - 1.6. make an application to the Registrar of Trademarks in the specified form in respect of the 'Scootsy' trademarks registered with Rishi Khiani as the registered owner/proprietor for assignment of such trademarks to the Company; and
  - 1.7. ensure that the name of the Company is reflected as the registered organization in relation to the domain name [www.mealsonwheels.in](http://www.mealsonwheels.in).

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**SCHEDULE 5**  
**PART A – CP SATISFACTION NOTICE**

<<Date>>

<<>>

Attn: <<>>

Dear Sir,

**Re: Share Purchase Agreement dated <<>>, 2018 executed amongst <<>> (“Share Purchase Agreement”)**

This is with reference to the aforementioned Share Purchase Agreement. Capitalized terms not specifically defined herein shall, unless the context otherwise requires, have the same meaning ascribed to them under the Share Purchase Agreement.

In terms of Clause 3.2 of the Share Purchase Agreement, we, <<>> (Founders), hereby certify and confirm to you, as follows.

1. All the Conditions Precedent set out in **Schedule 3** of the Share Purchase Agreement have been satisfied.
2. All covenants, agreements and conditions contained in the Share Purchase Agreement to be performed by the Sellers and / or the Founders, on or prior to the Completion Date have been performed or complied with in all respects.
3. The Company Warranties and the Seller Warranties (as applicable) provided by us in the Share Purchase Agreement were true and accurate at the Execution Date and remain true and correct as on <<>>, 2018.
4. The Sellers Bank Accounts are as follows:  
<<>>

<<Signature block to be added>>

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**SCHEDULE 5**  
**PART B – CP CONFIRMATION NOTICE**

<<Date>>

To,

<<>>

Dear Sir / Madam,

**Re: Share Purchase Agreement dated <<>>, 2018 executed amongst <<>> (“Share Purchase Agreement”)**

This is with reference to the aforementioned Share Purchase Agreement. Capitalized terms not specifically defined herein shall, unless the context otherwise requires, have the same meaning ascribed to them under the Share Purchase Agreement.

This notice is being issued pursuant to Clause 3.4 of the Share Purchase Agreement.

We hereby confirm the receipt of the CP Satisfaction Certificate dated <<>> that has been forwarded by you along with the documents evidencing the satisfaction of the Conditions Precedent.

We confirm that the Conditions Precedent have been duly completed and that the Completion Date be scheduled as <<>>.

Regards,

---

**By: <<>>**

Authorized Signatory

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**SCHEDULE 6**  
**PART A- LIST OF LIABILITIES**

	Particulars	Amount Indian Rupees	Remarks (all references shall be deemed to be Business Days from the Completion Date)	Reference
	<b>CURRENT LIABILITIES</b>			
<b>A</b>	<b>Short-term borrowings</b>	<b>30,735,562</b>		
	Chayadeep Properties Pvt. Ltd	30,735,562	10 Business Days	Not applicable
<b>B</b>	<b>Trade payables</b>	<b>102,535,111</b>		
	CMS Creditors	72,168,964	50% in 15 Business Days	Annexure 1
	Rider payables	5,706,056	10 Business Days	Annexure 2
	Consultancy	2,219,865	10 Business Days	Annexure 2
	Vendors - Others	6,073,149	10 Business Days	Annexure 2
	Vendors - Doubtful	2,124,079	Best efforts basis	Annexure 2
	Vendors - Utilities/Rent	776,986	10 Business Days	Annexure 2
	Transaction fees (Legal, DD)	1,466,012	10 Business Days	Annexure 2
	Transaction fees (Success Fee)	12,000,000	Month 6, 12, 18 from the Completion Date (Proportionate in line with tranche disbursement)	Annexure 2
<b>C</b>	<b>Other current liabilities</b>	<b>16,321,896</b>		
	Employee Payables	12,129,339	10 Business Days	Annexure 3
	Reimbursements	1,644,930	10 Business Days	Annexure 3
	Duties & Taxes	2,547,627	As applicable	Annexure 4
<b>D</b>	<b>Short-term provisions</b>	<b>8,725,089</b>		
	Provision for IDT & TDS	4,733,786	As applicable	Annexure 4
	Provision for Leave Encashment Payable	1,729,104	As applicable	Not applicable
	Provision on Gratuity Payable	2,262,199	As applicable	Not applicable
	<b>Total Current Liabilities</b>	<b>158,317,658</b>		
	<b>CURRENT ASSETS</b>			
<b>E</b>	Trade receivables	15,211,505		Annexure 5
<b>F</b>	Cash and bank balances	8,712,680		Annexure 6
<b>G</b>	Short-term loans and advances	3,696,731		Annexure 6
<b>H</b>	Other current assets	21,504,606		Annexure 6
	<b>Total Current Assets</b>	<b>49,125,522</b>		
	<b>Net working Capital</b>	<b>109,192,136</b>		

**SCHEDULE 6**  
**PART B- ANNEXURE 1**  
**CMS CREDITORS**

#	Particulars	Amount Indian Rupees
1	Gourmet Investments Pvt Ltd	2,953,792
2	Degustibus Hospitality Pvt. Ltd	2,733,065
3	Revolutionary Fitness Pvt Ltd	2,677,400
4	Speciality Restaurants Ltd	2,566,575
5	The Chocolate Spoon Company Pvt Ltd	2,364,959
6	Mars Enterprises And Hospitality Pvt. Ltd.	1,336,624
7	Deluxe Caterers Pvt. Ltd.	1,217,250
8	Kakori House	975,468
9	Olive Bar And Kitchen Pvt Ltd	894,864
10	Catering And Allied	837,712
11	Suzette Gourmet Pvt Ltd	798,447
12	Flavour Pot Food	772,417
13	Lings Foods Pvt Ltd	754,837
14	Bellona Hospitality Services Ltd	718,814
15	Azure Hospitality Pvt Ltd	671,959
16	Jsm Corporation Pvt Ltd	652,003
17	China Garden	644,044
18	Kala Ghoda Gourmet	637,123
19	Shalimar Hotel Pvt Ltd	606,510
20	Dolomite Restaurant Pvt Ltd	595,660
21	Piem Hotels Ltd	592,978
22	Lite Bite Food Pvt Ltd	592,541
23	Sushi And More India Private Limited	554,360
24	Foodlink Restaurant Pvt Ltd	541,421
25	Panorama Inc	540,615
26	Moshes Fine Foods Pvt Ltd	533,190
27	Royal China Div. Palladian Hotels Pvt. Ltd	532,325
28	Quick Foods	513,972
29	Indianapoli Hospitality Pvt. Ltd.	513,212
30	Lenexis Foodworks Pvt Ltd	510,745
31	Le Khana Caterers	501,915
32	Country Of Origin	483,905
33	Aallia Hospitality Private Limited.	445,430
34	Future Retail Limited	443,692
35	Jbdd Hospitality Llp Edc Machine Ac	443,161
36	The Indian Hotels Company Limited	430,360
37	Rajani Food Services & Hospitality Pvt Ltd	426,727
38	Jia Div. Vazifdars Hospitality Llp	414,238
39	Black Sheep Hospitality Pvt Ltd	391,814
40	Purohit Hotel	387,748
41	Trishna Restaurant	387,181
42	Pine Tree Venture Capitalists Pvt. Ltd.	385,281
43	Impresario Entertainment & Hospitality Pvt Ltd	377,707
44	Texmex Cuisine India Private Limited (Lp)	377,156
45	Flax	375,820
46	Cafe Food For Thought Llp	373,975
47	Green Cafe	367,031
48	Kuai Kitchen Div. Palladian Hospitality Llp	357,866
49	Silver Beach Entertainment & Hospitality Llp	353,569
50	Maiz Mexican Kitchen	345,386
51	Pritam Hotels Pvt. Ltd.	339,681
52	Bjr's	337,268
53	Ka Hospitality Pvt Ltd	322,708
54	Burgundy Hospitality Pvt. Ltd.	320,566
55	Sweetish House Bakery Llp	319,870
56	Mindful Cook Pvt Ltd	295,495
57	Grandmama's Cafe	289,317
58	Chopard Food And Beverages Llp	285,203
59	Ib Hospitality Pvt Ltd	283,956
60	aving Salad Llp	281,518
61	Highgates Hospitalities	278,757

62	Havmor Restaurants Pvt Ltd.	276,263
63	Bake House Cafe	262,867
64	Hanglas Restaurants Pvt. Ltd.	262,284
65	Ms. Hunger Inc Hospitality Pvt Ltd	257,377
66	M.M.Zundholzer Pvt. Ltd.	255,410
67	Kyta Hospitality Pvt. Ltd.	254,773
68	Olive Cafes South Pvt Ltd	253,349
69	Fountain Fast Food	251,486
70	Le Sutra Hospitality Pvt Ltd	244,989
71	Kreative Ventures	244,695
72	Charcoal Biryani Restaurants Pvt Ltd	243,330
73	Gaylord Restaurant	230,322
74	Indian Hotels Company Ltd	228,454
75	Tej Enterprises	227,077
76	Hunger Pangs Private Limited	226,210
77	Avan Ventures Private Limited	224,845
78	Mansuri Caterers	221,091
79	Food Matters India Pvt Ltd	219,943
80	Ice Hospitality Pvt. Ltd.	219,140
81	Pbs Gourmet Foods Pvt. Ltd.	209,001
82	Mint Hospitality Pvt Ltd	205,687
83	Siddh Foods	201,893
84	Junos Hospitality Llp	201,370
85	Fountain Hospitality Pvt Ltd.	198,906
86	Shoreline Hotel Pvt. Ltd.	197,157
87	Neighbourhood Hospitality Pvt Ltd	195,896
88	Sri Laxmi Hospitality Llp	194,994
89	Dailly Bread & Butter Hospitality Private Limited	194,564
90	Caramel Carousel	194,306
91	Le 15 Patisserie Private Limited	192,489
92	Israni Hospitality Llp	189,495
93	Bella Italia	187,545
94	Lemon Chilli Veg Gourmet Foods Llp	186,848
95	Indian Hotels Company Ltd (Ihcl)	177,302
96	Pebble Street Hospitality Pvt. Ltd.	176,901
97	The Bombay Havelli Llp	175,035
98	Magic Cuisines Hospitality Pvt Ltd	173,225
99	Jalapeno Foods Private Limited	172,375
100	Deep Sands Resorts Pvt Ltd	171,295
101	Ritika Foods	169,675
102	Deliciae	168,357
103	Auriga Hospitality & Entertainment	166,970
104	Prince Cuisine Pvt Ltd	166,621
105	Sunshine Teahouse Pvt Ltd.	164,372
106	Malgudi Foods Private Limited	161,191
107	Khyber Restaurant	159,122
108	Overseas Chinese Cuisine India Pvt Ltd	159,016
109	Binas Treats Llp	158,552
110	Samvirat Properties Pvt Ltd	156,396
111	S.S.Batra& Co.	154,341
112	Maars Foods Llp	151,150
113	Mer Konfekt	150,225
114	Brew House Hospitality	149,767
115	Vsk Hospitality	149,702
116	Open Table	147,861
117	Upper ust Foods Pvt Ltd	145,451
118	Himesh Foods Pvt Ltd	145,431
119	Itablespoon	145,227
120	And Chillies Hospitality Pvt Ltd	144,886
121	Faiza Hospitality Services	144,709
122	Tipsy Pig Hospitality Llp	139,945
123	Packapav Hospitality Private Limited	139,338
124	House Of Flowers By Marry Me	138,597
125	Jimmy Boy Family Restaurant	136,622
126	Healthy Treats	136,075
127	Prashant Caterers	135,544
128	Orange Hospitality Pvt Ltd	134,462
129	Gaylord Bake Shop Div. Gaylord Restaurant	134,214
130	Pritam Juice It	134,084



131	Full House Restaurants Private Limited	133,018
132	umbilicious	131,050
133	New York Burrito Company Llp	130,987
134	eam Centre Foods	129,102
135	Goa Portuguesa Restaurant P.Ltd	128,467
136	The Pizza Chain Factory Private Ltd	127,655
137	Gritty Foods Llp	127,019
138	Persian Take Away	126,962
139	Kamat's	126,535
140	Quad Hospitality Llp	126,231
141	M/S Sangeeta	126,090
142	Food For Thought	125,573
143	Bruder Hospitality Pvt Ltd	125,099
144	Busabong & Co. Pvt. Ltd	124,381
145	Sr Catering & Hospitality Llp	123,957
146	Parsi Dairy Farm	122,276
147	Happiness Services	121,133
148	Chocaffaires	120,490
149	Mahesh Lunch Home	119,159
150	Brijwasi Sweets India Pvt. Ltd.	116,176
151	Wow Food Brands Pvt Ltd	114,050
152	Toujours	113,860
153	White Hat And Wine Hospitality Pvt Ltd	113,853
154	Liberty Luxuries Pvt Ltd	111,808
155	Gajalee Coastal Foods Pvt Ltd	111,253
156	Vision Wellbeing Technologies Pvt Ltd	107,731
157	Azul Foods Private Limited	106,969
158	Oye Kiddan	106,754
159	Brewworks Pvt. Ltd.	105,572
160	Sorriso	100,614
161	The J	96,678
162	Masala:Esque	93,596
163	Nine Restaurants Llp	93,360
164	Maido Enterprises Pvt Ltd	93,200
165	Riyaz Ayub Shaikh / Mohd Ajaz Mohd Ayub Shaikh	91,760
166	Tawakkal Sweets	91,458
167	Nurtureu Enterprise Pvt Ltd	87,387
168	Muhavra Enterprise Pvt Ltd	85,683
169	Express Foods Pvt. Ltd.	85,530
170	Artisanal Hospitality Pvt Ltd	84,915
171	Shrunam Hospitality Llp	84,326
172	Ideal Motors	83,520
173	S.Tawakkal Sweets	83,471
174	Breadbox Hospitality Pvt Ltd	83,164
175	Zovamo Ventures Pvt Ltd	82,583
176	Moti Mahal Restaurant And Bar	80,132
177	Nk Hospitality Services Pvt Ltd	79,087
178	Palkit Impex Pvt.Ltd	78,578
179	Birdsong Organic Cafe	78,574
180	Confetti	78,181
181	Imbiss	78,017
182	Mimansa Industries Pvt. Ltd.	77,871
183	Hotel Rishi Corner India Pvt Ltd	77,521
184	M.J. Hospitality	77,336
185	Rieheroche Hospitality	76,782
186	The Fatty Bao	76,435
187	Leopold Cafe & Stores	76,188
188	Sprout Gourmet Private Limited	75,633
189	Supreme Enterprise	74,599
190	Wraps And Rolls Foods Pvt. Ltd	74,502
191	Teaflections Pvt Ltd	73,446
192	Moments Hospitality	72,608
193	Greedy Foods Private Limited	71,815
194	Bloombay Enterprises Llp	71,569
195	Infinity Hotels Pvt Ltd	70,433
196	Bad Addictions	67,000
197	The Banging Food Co.	65,267
198	Coffee Dynamics Private Limited	64,634
199	Grow Yoga Pvt Ltd	64,160

200	Impresa Hospitality Management Pvt Ltd	63,542
201	Ichiban Tabemono Food & Beverages India Pvt Ltd	63,466
202	A La Meat	62,360
203	Green Chili	61,470
204	Buddha Bowl Mumbai	61,105
205	Energia	60,944
206	Janak Mehta Huf	60,761
207	Ray's Cafe And Pizzeria	59,219
208	Candies	59,032
209	Ppl Pink Harvest Ltd	58,688
210	Golden Restaurants & Stores	58,479
211	Vra Retail And Food Solutions Pvt Ltd	58,275
212	The Bohri Kitchen	58,139
213	Maestro Catering Services Private Ltd	57,599
214	The Great Indian Meals Private Limited	57,251
215	Kobe Sizzlers & Company	56,923
216	Dealwell Consultants Pvt. Ltd	55,766
217	R And A Foods Pvt Ltd	55,405
218	Serendipity Foods	54,889
219	Arpit Estates Pvt Ltd	54,761
220	Kpt Hospitality Pvt Ltd	54,516
221	Project One Ventures Llp	53,781
222	Daniel Patissier	53,613
223	Ark Foods	53,310
224	Citymax Hotels India Pvt Ltd	53,264
225	Vna Enterprise	52,717
226	Mood Foods (India) Pvt Ltd	52,485
227	Little Italy	52,159
228	Koppersmith Ventures Private Limited	51,945
229	Kitchen 12	51,719
230	Culinary Foods	50,293
231	Apt Foods & Hospitality	50,219
232	Moina Oberoi	49,959
233	Ferry Wharf Hospitality Llp	49,721
234	Nishtab	49,655
235	Sap Foods Private Limited	48,478
236	Ahimsa Hospitality Pvt. Ltd.	48,464
237	Daneesh Darabshaw Davar	48,320
238	The Liquid Wisdom Co Pvt Ltd	48,184
239	Tmc Works	47,915
240	Salad Days	47,770
241	Love Sugar & Dough Pvt. Ltd.	47,725
242	Secret Supper Project Pvt. Ltd.	47,225
243	Mystique	46,869
244	Grapevine	46,846
245	I Think Fitness Pvt Ltd	46,777
246	Koinonia Coffee Pvt. Ltd.	46,289
247	Bombay Street Treat	46,089
248	Meraki	45,914
249	Apoorva Restaurant & Bar	45,852
250	Fountain Restaurant	45,544
251	Mini Punjab Restaurant And Banquets	45,444
252	Sleight Of Hand	45,060
253	Harry's India Pvt. Ltd	44,762
254	Ceres Hospitality Pvt. Ltd	44,647
255	Laurel & Hardy Hospitality Llp	44,407
256	Say Chefs Eatery Pvt Ltd.	44,299
257	Vibe	44,205
258	Little Food Daily Pvt Ltd	43,851
259	Pride Of Lions Hospitality Private Limited	43,807
260	H & S Enterprise	42,808
261	Brownie Point	42,345
262	Nirvaana	42,345
263	Texmex Cuisine And Carnival India Pvt. Ltd.	42,210
264	Ooh Foods Pvt. Ltd.	42,125
265	Avs Hospatality	41,997
266	Cult Food Llp	41,103
267	Hungry Table Hospitality Pvt Ltd	40,894
268	Khanna Hotels Pvt. Ltd.	40,541

269	Meera Corporation	40,526
270	Bistro Hospitality Private Limited	40,412
271	Tea Villa	40,136
272	Taste Box	39,305
273	Global Kitchens Pvt. Ltd.	39,080
274	O K Hospitality Llp	39,076
275	Cakes N More	39,000
276	Hakimi Trading	38,881
277	White Glove Restaurants Llp	38,699
278	Sid Hospitality Pvt Ltd	38,618
279	Bk Hospitality Pvt. Ltd	38,536
280	The Good Food Co.	38,324
281	Kareem's	38,181
282	Pita Burg	38,180
283	Siaash Foods Pvt Ltd	38,140
284	Khalid Ice eam	38,093
285	Shreejee Enterprise Account Queso	38,050
286	Aspher Foods Pvt Ltd	37,557
287	Mocambo Cafe	37,359
288	Prisim Healing Institute Pvt Ltd	37,210
289	Nikky Enterprises	37,076
290	Baked With Love By Annie	37,040
291	Magnus Restaurants Llp	36,775
292	Quench The Restaurant	36,096
293	Dhanraj Restaurant	35,904
294	Mouthwatering Hospitality Pvt Ltd	35,803
295	Nehare Enterprises	35,574
296	Bombay Cycle Amd Motor Agency Ltd.	35,318
297	The Great Punjab	34,962
298	Fabcafe Foods Private Limited	34,776
299	The Times Of Biryani	34,657
300	Kaitlyn Hospitality	34,597
301	Paunch Brothers Hospitality Llp	34,547
302	Parisserie Patisserie Llp	34,415
303	Arham Ristorante Llp	33,451
304	Appetite F&B	33,388
305	Lucky Restaurant	33,222
306	Courting Tragopan Hospitality	32,975
307	Ael A Hospitality	32,923
308	Faham The Sheesha Lounge	32,418
309	Fruit Heads Hospitality	32,197
310	Impulsive Edge Trading Llp	31,828
311	Todi International	31,828
312	Swara International Pvt Ltd	31,750
313	Golden Star Restaurant	31,743
314	Rakyan Beverages Pvt Ltd	31,690
315	Stellar Foods	31,335
316	Wow Food Innovations	31,079
317	Yustrength - The Healthy Food Co.	30,841
318	Kctv9 Hospitality Pvt.Ltd.	30,648
319	Bollywood Mischief Hospitality Worldwide Pvt Ltd	30,605
320	Yogisattva	30,576
321	Lassi Te Parronthe	30,350
322	Nirvaan Hospitality	30,230
323	Sofitel Mumbai Bkc - Divison Of Shree Naman Hotels Pvt. Ltd.	29,457
324	Brownie G - Guilt Free	28,900
325	Chetana Pvt Ltd	28,834
326	Incognito Food And Hospitality Pvt Ltd	28,725
327	Star Anise Fine Foods & Leisure Pvt. Ltd.	28,536
328	Assaya Hospitality Pvt Ltd	28,523
329	Kaavya Hospitalkity (Ope) Pvt. Ltd.	28,297
330	Foodeementals	28,075
331	Maheshwari Foods & Hospitality Private Limited	27,808
332	The Biryania	27,710
333	Thackers Caterers	27,703
334	Al Fahad Goat Farm	27,611
335	Moreish Hospitality	27,157
336	Delicious Ventures	26,691
337	Hotel Shree Gajanan	26,479

338	Belstone	26,381
339	Access	26,377
340	Fleur De Lys Patisserie	26,365
341	Conscious Food Pvt Ltd	26,163
342	Sahibaan	25,635
343	Spicy Sangria Hotels Pvt Ltd	25,486
344	Mama Pondo Express	25,408
345	Rayyan Hospitality	25,388
346	Not Just Desserts	25,377
347	Gokul Bite	25,290
348	Fusion Cosmeceutics Pvt Ltd	25,271
349	Pie In The Sky Hospitality	25,180
350	Mac aig	24,945
351	Foodquest Private Limited	24,904
352	New Deewaan E Khaas Restaurant	24,514
353	Royal Dry Fruits Private Limited	24,430
354	Stemline Floral Design Private Limited	24,200
355	Hitplay Devices Pvt Ltd	24,108
356	Hotel Appetite	23,972
357	Hotel Diplomat	23,790
358	Good Food Concept	23,716
359	Green Woods Palaces And Resorts Private Limited	23,596
360	Graviss Hospitality	23,527
361	Roshan Bakery & Restaurant	23,430
362	Read & Feed Hotels Pvt Ltd	23,422
363	Eminent Entertainment	23,292
364	Vegan Bites	23,216
365	Bay City Grill	23,195
366	Fnb Hospitality Pvt Ltd	23,162
367	Taj Icecream Manufacturer Llp	23,128
368	Altius Restaurants Llp	22,992
369	Noble Publicity Pvt Ltd	22,940
370	Gonguura	22,889
371	Nz Confectionaries	22,845
372	Risa Hospitality Pvt Ltd	22,735
373	Hemleela Enterprises	22,665
374	Mini Punjab Catering India Pvt Ltd	22,212
375	Unique Foods	22,035
376	Ranjana Hospitality	21,808
377	R Q Enterprises	21,650
378	Food Unlimited	21,303
379	Qbara Foods Private Limited	20,999
380	Anando	20,971
381	Yorrick's Cookhouse	20,949
382	Has Restaurants Llp	20,763
383	Patni Hospitality	20,743
384	Jj Foodworks	20,696
385	Good House Keeping Co. Pvt. Ltd	20,565
386	Archway Ventures International Pvt Ltd	20,517
387	Global Foods & Beverages Pvt Ltd	20,516
388	Saucery Foods Pvt Ltd	20,406
389	Mahindra Agri Solutions Ltd	20,379
390	China Bay Hospitality Llp	20,368
391	Vevett Hotels Pvt Ltd	20,330
392	Lsc Enterprises Private Limited	20,320
393	Twenty Twenty Hospitality Llp	20,076
394	Roan Enterprises	20,044
395	North Star Hospitality	20,000
396	Inordinate Trading Pvt. Ltd	19,925
397	Torico India Pvt Ltd	19,854
398	Vaijnath Enterprises Pvt. Ltd.	19,800
399	Imperial Food Biz Pvt Ltd.	19,777
400	Epoch Enterprises	19,630
401	Box Hospitality	19,556
402	Dny Hospitality Pvt. Ltd.	19,349
403	Fire And Ice Food Corporation	19,062
404	Nooresha A Kably	19,017
405	Olive Tree Trading Private Limited	18,938
406	Umbrella Hospitality Pvt Ltd	18,890

407	Varsha Sachdeva	18,878
408	Who's Your Daddy	18,685
409	Puranmal Foods India Pvt. Ltd.	18,681
410	Solar Enterprises	18,417
411	The Protein Station	18,340
412	1908 E-Ventures Pvt. Ltd.	18,088
413	Sachde Food And Beverages Pvt Ltd	18,013
414	Funky Kitchen Company Private Limited	17,850
415	Bizare Foods	17,840
416	Ambrosiahospitality	17,829
417	Hush	17,735
418	Urban Street Cafe	17,680
419	Toku Enterprises Pvt. Ltd.	17,666
420	P P Foods	17,530
421	Library Of Nuts	17,280
422	Keenbean Retail Private Limited	16,991
423	Fraaser Kitchen Llp	16,935
424	The Green House	16,900
425	Barking Deer Hospitality Pvt Ltd	16,432
426	Aspire Hospitality	16,224
427	Panch Phoron Gastronomy	16,160
428	I Love Babycakes	16,090
429	Gautam Hospitality Pvt Ltd	16,045
430	Brio Hospitality Pvt Ltd.	15,902
431	Charriot Gourmet Llp	15,874
432	New Order Hospitality Llp	15,772
433	Namaste India	15,465
434	Curry Me Up Private Limited	15,444
435	Namrata & Sapna	15,340
436	Sustenance Artisan Food Llp	15,240
437	Amal Farooque Enterprises	15,179
438	Kepchaki Momos & More	15,131
439	Shop 2 Eat	15,050
440	Ruchika Vyas	15,040
441	Vidhi Speciality Cuisines Llp	15,032
442	Black Nori	14,995
443	La Villa Cafe Pvt. Ltd.	14,896
444	Elephant Hospitality Llp	14,837
445	Bar Bar Hospitality	14,757
446	Woodstone Holdings	14,750
447	Dz Fresh Foods Pvt Ltd	14,746
448	Gateway Taprooms Llp	14,696
449	Home Maker Cottons	14,579
450	R.R.Oomerbhoy Pvt Ltd	14,565
451	My Mom's Love	14,490
452	Pia Cakes	14,410
453	Healthzone Organic Foods Pvt Ltd	14,330
454	Pvm Enterprises	13,943
455	Narang Food And Services Llp	13,857
456	Eighth	13,700
457	Summer Garden - Powai	13,700
458	Hotel Jal Tarang Pvt Ltd	13,652
459	Chaap Ki Chhap	13,604
460	Dancing Leaf	13,600
461	Muv Ventures	13,580
462	Greens Agrotech	13,565
463	Nano Finvest Consultancies Private Limited	13,468
464	The Red Charcoal	13,420
465	The Lion And The Fish	13,360
466	Madcaps The Party Shop	13,330
467	Mandarin Kitchen	13,330
468	The VJ Cafe	13,170
469	Gajalee Coastal Food Annexe	13,098
470	Prince eamery Private Limited	12,869
471	Faasos Food Services Pvt Ltd	12,613
472	Rmp Hospitality Pvt. Ltd.	12,428
473	King Scorpions Private Limited	12,426
474	Itchha Talreja Designs	12,272
475	Angels Kitchen Pvt Ltd	12,228

476	Pishus	12,145
477	A-1 Heights & Hospitality Private Limited	12,041
478	M/S Chandiram Janjimal	11,764
479	Flavor Foods	11,745
480	Nyx Hospitality Pvt. Ltd.	11,745
481	Flowerz And Such	11,613
482	Modern Marketing Company A Div Of Ibd (Bombay) Ltd	11,608
483	Fatboy's Kitchen	11,550
484	Rovi Hospitality Llp A/C	11,391
485	Akb Foods Llp	11,264
486	Brownsalt	11,210
487	Fmb Cuisines	11,175
488	Food Boys Hospitality Private Limited	11,080
489	Fiestabites Hospitality Llp	11,074
490	Hide Fashion	11,060
491	Technorati Solutions	11,041
492	Apple A Day	11,008
493	Green Sattva	11,005
494	Whishbox Marketing Llp	10,900
495	Biks Hospitality And Hotels Pvt Ltd	10,838
496	Masilo	10,700
497	Coolchef	10,696
498	Yellow Sun Restaurants Pvt Ltd	10,685
499	Sushi Cafe	10,650
500	Sugar Rush	10,450
501	Palak Entertainment	10,446
502	Coney Island	10,395
503	Superkicks India Pvt Ltd	10,304
504	India Circus Private Limited - Sos	10,265
505	Slice Of Wine Hospitality Llp	10,249
506	General Mills India Pvt. Ltd.	10,230
507	Khan Hospitality Pvt Ltd.	10,195
508	Flamingo Ice eam	10,032
509	Lyfe Kitchen	10,029
510	Turkish Affaire	9,986
511	Paper ush	9,900
512	Mouthwatering Food Pvt Ltd	9,835
513	Keshardeo Combines	9,716
514	Petals Lifestyle Llp	9,632
515	Haka	9,503
516	Navitas International	9,500
517	M K Enterprises	9,493
518	Squaremeal Foods Pvt Ltd	9,458
519	Trami Foods Pvt Ltd	9,450
520	Niana	9,440
521	Mirah Hospitality Gourmet Solutions Pvt. Ltd	9,417
522	The Retro Booth - Juhu	9,231
523	Hor Kidda Foods Private Limited	9,208
524	Saroj Mutha (Proprietor)	9,199
525	Maverick Foodkraft	9,140
526	Tej Ice eam	9,127
527	Graviss Foods Private Limited	9,095
528	Ruchi Bagde	9,032
529	Veedaa	9,027
530	Ck Foods And Hospitality	8,992
531	Panella Foods And Beverages Private Limited	8,983
532	Desserts "R" Us	8,750
533	Pizza Grande Restaurants Pvt Ltd	8,737
534	Yum umb Co	8,735
535	E-Phoria Technologies Pvt Ltd	8,700
536	Green Dot Hospitality Llp	8,688
537	Rosette	8,685
538	Look What Happened	8,684
539	10 Am	8,605
540	Flags Hotels Pvt Ltd	8,479
541	Barot Hotels Pvt Ltd	8,477
542	Mazda Imaging Pvt Ltd	8,400
543	Hotel Niagara	8,383
544	Binge Bites	8,380

545	Kullcha King	8,304
546	Bombay Barons	8,286
547	Gk Hospitality	8,279
548	My Food Hospitality Llp	8,196
549	Design Pantry Pvt Ltd	8,064
550	Bluecrust Technology Private Limited	8,025
551	Mumbai Spice	8,007
552	Ardy Health Foods Llp	7,951
553	Chado Tea India	7,890
554	The Omakase Kitchen	7,830
555	Chikita Snack Bar	7,814
556	2kul Magik Enterprise	7,755
557	Purissima Foods Llp	7,703
558	Adorable Foods	7,700
559	G.V. Enterprises	7,699
560	Papeljam	7,699
561	Thumos Foods Llp	7,694
562	Troika	7,520
563	Solar Heights Developers Pvt. Ltd.	7,508
564	Nandanvan Estate	7,506
565	Dairy aft India Pvt. Ltd.	7,443
566	Seaface Paperie Llp	7,400
567	Rooh Wellness	7,383
568	Longworth Hospitality And Entertainment Company Pvt Ltd	7,380
569	Satkar Caterers	7,378
570	The Original Chowpatty Kulfi	7,300
571	Turiya Lifestyle Llp	7,298
572	Saboo's Inc	7,290
573	Parisien Patisserie	7,250
574	Goldfit Healthtech Global Pvt Ltd	7,225
575	Jrd Marketing	7,200
576	Indygenius Multitrade Private Limited	7,128
577	Elephant Company Retail Private Limited	7,106
578	Fruitilicious	7,100
579	V An S Seeds Goodness Llp	7,100
580	Big Plate Cuisines Llp	7,057
581	Mayflower	7,050
582	Sandhya's Choux Box Patisserie	7,045
583	Tarakami Universal Pvt. Ltd.	7,010
584	Fiesty Miss	7,000
585	Zoon Foods	6,950
586	Foodtrip Llp	6,890
587	S D Corporation Private Limited	6,872
588	Piccadilly	6,684
589	K K Foods	6,665
590	Argento Home Products Llp	6,620
591	Someshwar Plasto Chem Pvt Ltd.	6,594
592	Vijaya Rukamini Foods (V.R.Foods)	6,553
593	Olive Achaar	6,475
594	Anubhav Ananda Services(Opc) Private Limited	6,408
595	Pepper Health Private Limited	6,380
596	Anz Foods (Company) - The (Restaurant)	6,360
597	Indepesca Overseas Private Limited	6,265
598	Bombay Hospitality Management Pvt.Ltd.	6,256
599	Indus Greens Pvt Ltd	6,223
600	Ez Life Retail Pvt. Ltd.	6,192
601	Amrita's Healthy Treat's & More	6,172
602	Star Events And Restaurants	6,151
603	Atlas Hospitality Pvt Ltd	6,101
604	Ask Ventures	6,060
605	Landmark Motels And Travels Pvt Ltd	6,019
606	Alif Nunn Enterprises	5,906
607	Saryu Properties Pvt Ltd	5,865
608	Breads And Bakes	5,700
609	Lorazi	5,700
610	M/S Shaze Luxury Retail Pvt. Ltd	5,653
611	Kids eation	5,650
612	The Protein Bake Shop	5,600
613	Rising Star Hospitality Llp	5,560

614	Sf Enterprises	5,532
615	Indagro Foods Private Limited	5,500
616	Emerald Isle Luxe Pvt Ltd	5,496
617	Plutusone Hospitality Pvt Ltd	5,452
618	Special Anand Bhuvan	5,438
619	Prelocate Intercultural Training Pvt Ltd	5,411
620	Inside Out Innovative Designs	5,375
621	Good Juicery Private Limited	5,341
622	Fill In The Blank	5,270
623	Luxus Retail Private Limited	5,200
624	Cumin Food And Beverage Pvt Ltd	5,145
625	Vibe Design Lab	5,140
626	Chef Knife Dining	5,134
627	Fanette Chocolates	5,073
628	M&M Ideas	5,073
629	Agents Of Change	5,029
630	Grasper Global Private Limited	4,889
631	Westcoast Fine Foods (I) Pvt. Ltd.	4,862
632	Esprezzo Foods & Beverages Private Limited	4,820
633	Jar Designs	4,800
634	The Bogeto Cafe	4,726
635	Quadrum Solutions Private Limited	4,699
636	Avieshka Enterprises	4,694
637	Cafe Quantico	4,694
638	Deena Traders	4,692
639	Fass Foods	4,674
640	Vk And Company	4,660
641	Farnaz Snacks	4,618
642	The Polka Puppet	4,600
643	Cafe Meal Box	4,577
644	Cafe Kino	4,559
645	Mrs G & Son	4,500
646	Green Delta Foods Pvt Ltd	4,495
647	Sushi Star	4,490
648	Ashwini Fast Food	4,485
649	Jio Foods Llp	4,465
650	Snackboxwala	4,432
651	Apmg Hospitality Llp	4,402
652	Arn Delicacy Llp	4,399
653	Square One Hospitality Llp	4,375
654	Skin Gourmet Limited	4,350
655	Selfcare Support Private Limited	4,349
656	Ramee Hotels Private Limited	4,316
657	Designer Collection	4,315
658	Bay Leaf Enterprises	4,300
659	Poonam Food Products	4,285
660	Hotel Leelaveutre Limited	4,280
661	Naashta Adda	4,265
662	The Cantonese Kitchen	4,245
663	The Happiness Factory	4,229
664	Baked By Ree	4,195
665	Nordic Kandie Magic Pvt Ltd	4,183
666	Fresh India Organics Llp	4,172
667	Doughlicious By Ritskitchen	4,161
668	Aztecs Chocolates	4,125
669	Deco World	4,114
670	Shitap Hospitality	4,071
671	Malti Kotwani	4,057
672	Lee Anne's Kitchen	4,045
673	Black Orchids Pvt Ltd	3,990
674	Kanakia Hotels & Resorts Pvt Ltd	3,979
675	Aether Hospitality Private Limited	3,978
676	Ritika Arya Gupta	3,950
677	Shantanu Somani Huf	3,950
678	K C Foods(Papa's Belly)	3,928
679	Social Nomad	3,885
680	Pala Fala Hospitality Opc Pvt Ltd	3,870
681	Vatavaran Hospitality Services Llp	3,839
682	M/S Vijaydeep Hotels Pvt.Ltd	3,801



683	Anavila Foods Private Limited	3,800
684	Marry Me - The Store	3,800
685	Digi-Cult	3,750
686	Danox Healthcare Pvt. Ltd.	3,740
687	Yesshree Enterprises	3,735
688	Diya Hotels & Resorts Pvt. Ltd.	3,722
689	Hrm Hospitality	3,697
690	Nutri Being Pvt Ltd	3,675
691	Neola	3,641
692	Brewlette Food And Beverages Private Limited	3,575
693	Call It Candless	3,563
694	Rola Rossa	3,526
695	Taco Pizzeria	3,520
696	umbroll Foods Llp	3,500
697	Healthy Karma Foods Pvt Ltd	3,474
698	The Skin Pantry	3,473
699	Funplates India Private Limited	3,443
700	Skillet	3,435
701	Chakh Le Lucknow	3,400
702	Chokky Wokky	3,400
703	Toniq Retail Brands Pvt Ltd	3,397
704	Healthy Pantry Llp	3,390
705	Gimar Food & Beverages Pvt Ltd	3,380
706	Under The Mango Tree Natural & Organics Pvt. Ltd	3,370
707	Khalid Enterprises	3,344
708	Jbs Enterprises	3,320
709	Jcb Salons Pvt Ltd	3,300
710	Candyskin	3,257
711	Home Made By Tasneem	3,230
712	Alaya Lifestyles	3,148
713	Waseem Enterprises	3,125
714	Dolcissimo Bakes	3,100
715	Every Flavour Geeks Pvt Ltd	3,100
716	M/S A Vanilla Bean	3,000
717	Maple Mallet	2,998
718	Dualfoods	2,949
719	Sweettooth Flavours Llp	2,910
720	Pizzaroma Food Pvt. Ltd.	2,882
721	Klassic Food Buddiesss Llp	2,880
722	Bubblewrap	2,848
723	Florista India Pvt. Ltd	2,847
724	Le Garden	2,839
725	One Table Scoop	2,821
726	Pienik Basket Foods Llp	2,800
727	Atis Foods And Hospitality	2,795
728	Hotel Orritel West	2,794
729	Your Batter Half	2,790
730	Happyskin Promise Pvt. Ltd.	2,750
731	G2g Food And Beverages Llp	2,720
732	Cold Food Company	2,705
733	Akash N Banwani	2,667
734	The Food Pantry	2,662
735	Myoho Luxuries	2,654
736	Big Five Inc.	2,650
737	Gold Tree Nuts	2,565
738	G C Hospitality	2,527
739	Deepak Jewellers Pvt.Ltd.	2,500
740	Smaaash Entertainment Pvt. Ltd	2,414
741	Choco Dolce	2,408
742	Aromablendz	2,323
743	Vittle Norri	2,305
744	Bhanu Hospitality	2,268
745	Madoorie Tea Estate Pvt. Ltd.	2,259
746	Rtc Restaurants (I) Ltd.	2,252
747	Noroc	2,224
748	Sanskruiti Lifespaces Llp	2,220
749	Sonali Gonsalves	2,217
750	Happy Grillmore	2,215
751	Foodport Hospitality	2,210

752	Bake Me Brown	2,200
753	Nidokido	2,200
754	Compere Hotels Pvt Ltd	2,180
755	The Cutchi Memon Table	2,175
756	The Natural Food Kart	2,142
757	Fusion Tadka	2,131
758	Jkc General Trading Co.	2,130
759	Designpink	2,124
760	Ubercool Gifting Solutions	2,073
761	Cinnamon N Nutmeg	2,069
762	Sgn International	2,050
763	Toon Touch	2,000
764	Zainab A Kapadia	2,000
765	Dangsz	1,990
766	Lostsoles	1,950
767	V R Foods	1,950
768	Sheesha Sky Lounge Hospitality & Services Pvt. Ltd.	1,926
769	Bitter Sweett Something	1,900
770	Blue Stone Developers	1,900
771	2am By Anjali And Meha	1,890
772	Corvus International Foods Llp	1,890
773	Exemplar Systems Pvt Ltd	1,883
774	Yes I Dough	1,874
775	Opo Hospitality Llp	1,860
776	Rajan Rakesh And Bros The Mirador	1,860
777	The Patio	1,845
778	Loaded	1,835
779	On The Platter	1,835
780	Friends & Co	1,798
781	Law Suits And More	1,796
782	Love & Flour	1,780
783	Doodle Collection Pvt Ltd	1,750
784	Celestial Hotels	1,730
785	Navjeet Community Health Centre	1,726
786	Benchmark Retail	1,724
787	Papiya Bagchi	1,720
788	Red Carpet Retail Pvt Ltd	1,700
789	Shikha Barasia Design	1,700
790	Mooch Design Studio	1,699
791	Mega Restaurants Pvt Ltd	1,675
792	Fountainhead Retail Pvt Ltd	1,660
793	Sunspot Ventures	1,654
794	Rr Natural Foods	1,650
795	Excellence Chocolates	1,628
796	Bedding & Soft Furnishings	1,617
797	Arti's Kitchen	1,614
798	Priro Partners	1,610
799	Amaranthine	1,600
800	Artsydesignco Pvt Ltd	1,600
801	own Veterinary Services Pvt.Ltd.	1,600
802	A Theos Cafè	1,591
803	Visionary Retail	1,588
804	Dim Sum (Momo) Express	1,580
805	Chocolat By Jyoti Vissanji	1,550
806	Eat-A-Whey	1,550
807	Sky Goodies Products And Applications Private Limited	1,544
808	Sf Dyes	1,529
809	Pri's	1,520
810	The Wok House	1,512
811	Premium Ebusiness Venture Pvt Ltd	1,500
812	Comida Deliciosa Inc	1,488
813	The Kitchen	1,480
814	Inspirasia	1,475
815	Npg Aggro Llp	1,446
816	Spring Blossoms Ventures Pvt Ltd	1,425
817	Dip'smacker	1,410
818	Hotel Transit Pvt Ltd.	1,410
819	Ahead Infosolutions	1,398
820	Ayush Exim Pvt Ltd	1,396

821	M/S Night Owl Restaurants	1,375
822	Juicifix Private Limited	1,350
823	Nimbu Mirchi Designs	1,349
824	Zahra Contractor	1,335
825	Anayra Enterprises	1,308
826	Superfit Lifestyle Asia Llp	1,270
827	Bay State Clothing Llp	1,261
828	Shivram Foods Pvt. Ltd.	1,261
829	Izaman Impex Pvt. Ltd.	1,251
830	Nourish Organics	1,250
831	O! Fudge	1,250
832	White Owl Brewery Pvt Ltd	1,233
833	Eco Corner Retail Pvt. Ltd	1,200
834	F And C	1,200
835	Meera's Pickle	1,200
836	Squares & Squiggles	1,200
837	Cuddles Pet Lifestyle	1,196
838	Trescho Perfumes Llp	1,190
839	The Burger Brasserie	1,168
840	Ashutosh India Fashions	1,162
841	Melting Point	1,150
842	Asian Hotels (West) Limited	1,132
843	Little Drops Of Heaven Patisserie & Bakery	1,100
844	Navneet Education Limited	1,095
845	Avi Products India Limited	1,060
846	P N Square Hospitality Llp.	1,060
847	Entisi	1,045
848	Anaya F&B Concepts	1,030
849	Petriot	1,000
850	Sinsar Fashions	1,000
851	Trifli Technologies Private Limited	1,000
852	Yu-Th Ad Retail Ventures Pvt Ltd	998
853	London Bee Clothing Llp	989
854	Ms.Prospects	985
855	Kookies Chikkis And More	979
856	The Chocolate Room India Pvt Ltd	951
857	Al Miracolo	950
858	Two The T	920
859	Rmbay	910
860	Libran Foods	900
861	A & P Enterprises	889
862	Blue Panther Foods	875
863	Maverick Brothers Llp	865
864	Food Intellect India Private Limited	864
865	Samvene Foods Pvt Ltd	856
866	Tribal Zone Fashion Accessories Pvt Ltd	849
867	Bites Of Bliss	840
868	The Friends Bench All Day Cafe	819
869	Kaarya Foods	817
870	Rj Spice	810
871	Ibtida Hospitality	809
872	Glocal Trunk Llp	800
873	I-Am	800
874	Micaro-Fine Stationery And Gifts	800
875	The Painted Shoe	800
876	Alkemita Foods Private Limited	783
877	All Heart	770
878	Amrut Tradecom Pvt Ltd	762
879	Pamplemousse Cakes	760
880	Mkb Enterprises	750
881	Vanilla Hospitality	749
882	Groww And Beconciuous Pvt Ltd	745
883	Firdy's Parsi Bhonu	740
884	Baker's Delite	700
885	avings	700
886	Happy Home Textile Llp	699
887	Raspuma Enterprises	693
888	Pretty Baked	672
889	Ripsy Five Meals Pvt Ltd	670

890	Food Safari Hospitality	651
891	Herbolab India Pvt. Ltd	640
892	Boredom Busters Busy Bags	630
893	The Whisketiers	613
894	Fit Kitchen	607
895	Exquisite	600
896	That Food Co	600
897	The Bakes Table By Chef Kirith	600
898	Words & Wonder - Books & Bespoke Messages Colaba	600
899	Natural Beauty And Wellness	595
900	Retro Foods Pvt. Ltd	595
901	Pascati Foods India Llp	570
902	A R Enterprise	550
903	The Bling Stores Llp	541
904	Naturma Life Llp	540
905	Baker Street	500
906	Cocoa Amore Desserts	500
907	Lingo Starz	500
908	Dip Box	460
909	Raj Impex	454
910	Flavours Hospitality & Management Pvt. Ltd.	452
911	Rustom Hospitality Pvt. Ltd.	450
912	The Honest Illustrations	450
913	Control Alt Foods Pvt Ltd	448
914	Shree Dalmia Enterprises	403
915	Food unch	400
916	F S Gourmet Pvt Ltd-	389
917	Madhura Agro Process Private Limited	370
918	Healthy Indulgent Snacks And Desserts	350
919	Yellow Apron	340
920	Zone8 Tea World Pvt Ltd	330
921	Maverick Pickles Pvt Ltd	304
922	6th Street Yogurt	282
923	Palate Foods Pvt Ltd	275
924	The Indian Bean	270
925	Radhikas Fine Teas & Whatnots	250
926	Tangerine Co.	250
927	Get Baked	240
928	Yogurtbay Foods & Beverages Pvt. Ltd	226
929	Wingreens Farms Pvt. Ltd.	200
930	Shramik Naari Sangh	175
931	Avean International Pvt Ltd	125
932	Chirag Ice Factory Pvt. Ltd.	125
933	Gen Next Foods & Hospitality Pvt. Ltd.	125
934	Bluestream Manufacturing Services Private Limited	64
935	Drums Food International Pvt. Ltd.	40
936	Safeen Foodworks	-866
	<b>Total</b>	<b>72,168,964</b>

**SCHEDULE 6**  
**PART C- ANNEXURE 2**

#	Particulars	Amount Indian Rupees
<b>I</b>	<b>Rider payables</b>	<b>5,706,056</b>
	Dewan Staff Finders Pvt. Ltd.	635,554
	Hyrin Staffing Pvt. Ltd.	1,941,351
	Manfront HR Solutions LLP	44,155
	Novho Careers Pvt. Ltd.	1,162,077
	Unique Associates	1,922,919
<b>II</b>	<b>Consultancy</b>	<b>2,219,865</b>
	Anushka Patodia	35,000
	Elsol Strategic Consultants	105,247
	Priyanka Shewakramani	375,000
	Rishi Khiani	962,118
	Sanjay Ghai	742,500
<b>III</b>	<b>Vendors – Others</b>	<b>6,073,149</b>
	Antfarm Business Incubator Pvt Ltd	1,340,845
	Side Walk Systems	1,025,104
	Fork Media Pvt Ltd	1,023,434
	Maruti Stationers	809,900
	Jitendra Sanghavi & Co.	579,600
	JM Financial	367,500
	Ashapura Enterprises	140,825
	Mswipe Technologies Pvt Ltd	96,774
	C.B. Enterprises	96,440
	Shreekrishna Hospitality Services	92,839
	Red Root Technologies LLP	82,500
	Integrated Personnel Services Pvt Ltd(HR)	73,675
	Assure IT Services Pvt Ltd	56,295
	Seventh Sky Tours & Travels	38,400
	Shree Durga Electrical Works	36,234
	Global Aqua	32,155
	Xenon HR Solutions	28,994
	Puretech Internet Pvt. Ltd.	28,331
	Talent Tree Placements	27,000
	Impact Solution	25,920
	Paras Stationery & Xerox	15,952
	Amit Jalan & Associates	15,444
	Brewlicious	14,996
	Leo Graphics	8,850
	Shivaami Cloud Services Pvt Ltd	6,438
	Vishal Services	5,400
	Nee yog Packaging	3,304
<b>IV</b>	<b>Vendors – Doubtful</b>	<b>2,124,079</b>
	ARQ Enterprises	1,118,387
	Anaggh Desai	185,143
	Promobi Technologies Pvt Ltd	166,017
	Andesoft Consulting Pvt Ltd	162,000
	Corporate Solutions	154,512
	Liqvd Digital India Pvt Ltd	136,500
	Percept Live Pvt.Ltd.	134,200
	Unidus Services (Manpower) Pvt Ltd	28,654
	Indosource Solutions Pvt Ltd	23,349
	Gujjar & Co.	7,833
	V.P. Enterprises LLP	5,759
	Protech Solutions	1,725
<b>V</b>	<b>Vendors - Utilities/Rent</b>	<b>776,986</b>
	<b>Rent</b>	
	Jagdish R Todi HUF	198,450
	Shyam Todi HUF	198,450
	Vijay Ramchandra Bandarkar	27,000
	Bhushan Krishnarao Shinde	-126,000
	<b>Utilities</b>	
	Vodafone India Ltd - 106698118	156,636
	Bharti Airtel Ltd A/c No. - 19788125	137,700
	Best Consumer No. 202-000-986*7	119,790

#	Particulars	Amount Indian Rupees
	Airtel Relationship No 7030053043	78,240
	Todi and Company	8,260
	Reliance Infrastructure Ltd A/c No. 151038809	4,840
	Airtel Relationship No. 1170919447	2,626
	Airtel Relationship No - 7035265523	2,474
	TATA Teleservices (Maha) Ltd. A/c No. 605931732	-31,480
<b>VI</b>	<b>Transaction fees (Legal, DD)</b>	<b>1,466,012</b>
	Universal Legal	
<b>VII</b>	<b>Transaction fees (Success Fee)</b>	<b>12,000,000</b>
	JM Financials	

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**SCHEDULE 6**  
**PART D- ANNEXURE 3**

#	Particulars	Amount Indian Rupees
<b>I</b>	<b>Employee Payables</b>	<b>12,129,339</b>
	Sandeep Das Salary A/c	1,668,819
	Kunal Sheth Salary A/c	1,311,480
	Rajat Dev Salary A/c	701,571
	Sunil Saraf Salary A/c	681,111
	Stephen Salve Salary A/c	452,013
	Yash Sippy Salary A/c	445,952
	Arpit Joshi Salary A/c	444,636
	Vijaya Baswaraj Salary A/c	361,257
	Prakash Verma Salary A/c	299,688
	Kaisar Kothari Salary A/c	292,263
	Irshad Ahmad Salary A/c	264,196
	Tina Puga Salary A/c	241,287
	Jay Mehta Salary A/c	239,793
	Karthik Kumar Salary A/c	195,588
	Kanchana Chandiramani Salary A/c	192,733
	Guneet Chadha Salary A/c	187,861
	Sangeet Koli Salary A/c	142,974
	Frank Dsouza Salary A/c	137,606
	Amruta Kunder Salary A/c	136,772
	Chetan Morajkar Salary A/c	131,487
	Michael Raj Salary A/c	129,396
	Shweta Malankar Salary A/c	121,750
	Piyush Prakashbhai Kukadiya Salary A/c	110,773
	Moksha Doshi Salary A/c	102,785
	Sachin Yadav Salary A/c	99,792
	Hussein Jalali Salary A/c	91,961
	Manish Mishra Salary A/c	89,988
	Akanksha Pagare Salary A/c	84,180
	Rishika Shetty Salary A/c	82,988
	Harshavardhan T Salary A/c	80,000
	Mukesh Joshi Salary A/c	73,316
	Santosh Navle Salary A/c	72,988
	Ravindra Bhosale Salary A/c	63,184
	Sahadev Gawade Salary A/c	52,887
	Satish Solanki Salary A/c	50,563
	Pradeep Jadhav Salary A/c	50,405
	Namrata Kishore Chandra Salary A/c	49,842
	Shailendra Kumar Jain Salary A/c	49,321
	Amresh Sawant Salary A/c	45,988
	Omkar Narvekar Salary A/c	45,988
	Sameer Shaikh Salary A/c	43,492
	Raman Jha Salary A/c	43,050
	Shrikanth Muta Salary A/c	42,628
	Pranav Shah Salary A/c	42,556
	Arvind Gupta Salary A/c	42,258
	Akash Dilip Sonawane Salary A/c	41,992
	Manali Vengurlekar Salary A/c	39,908
	Shekhar Medge Salary A/c	38,654
	Soma Das Salary A/c	37,588
	Shehzad Dadan Salary A/c	35,488
	Chandrasekhar Swaminathan Salary A/c	34,054
	Vishvajeeet Satpute Salary A/c	27,588
	Rashmi Nair Salary A/c	25,609
	Mahesh Rajiwade Salary A/c	25,128
	Mosin Shaikh Salary A/c	25,064
	Nikhil More Salary A/c	24,785
	Sushant More Salary A/c	24,135
	Shehzad Shaikh Salary A/c	23,428
	Mehtab Jamaluddin Siddiqui Salary A/c	23,288
	Ravindra Yadav Salary A/c	23,184

#	Particulars	Amount Indian Rupees
	Yogesh Shejwal Salary A/c	22,994
	Vishal Arvind Upadhyay Salary A/c	22,988
	Sarabjit Singh Sokhi Salary A/c	22,789
	Ignatius Dsouza Salary A/c	22,633
	Altamash Shaikh Salary A/c	22,432
	Sonali Dinesh Rajak Salary A/c	22,271
	Shreyas Shirsat Salary A/c	22,063
	Farheen Ansari Salary A/c	21,946
	Vinesh Mahanto Salary A/c	21,460
	Pratik Rajendra Dubey Salary A/c	21,321
	Sushant Sharma Salary A/c	21,208
	Rahul Omprakash Jaiswal Salary A/c	20,785
	Clifford Fernandes Salary A/c	20,721
	Prathamesh Nageshkar Salary A/c	20,721
	Zoraab Kapadia Salary A/c	20,583
	Trupti Nagarkar Salary A/c	20,560
	Masoom Sayyed Salary A/c	19,837
	Satish Pandhare Salary A/c	19,270
	Priyanka Vishwanath Magare Salary A/c	18,884
	Abhishek Parulekar Salary A/c	18,585
	Jayesh Shirol Salary A/c	18,520
	Lav Radhakrishna Joshi Salary A/c	18,419
	Kulwant Singh Dhaniyar Salary A/c	18,385
	Gautam Borvankar Salary A/c	18,285
	Mudassir Ali Salary A/c	17,914
	Nikita Hasmukhlal Gupta Salary A/c	17,818
	Tanushree Girish Nerurkar Salary A/c	17,785
	Varsha Jadhav Salary A/c	17,785
	Supriya Vishal Tawade Salary A/c	17,717
	Sairaj Phodkar Salary A/c	17,597
	Aktar Abdul Kadar Shaikh Salary A/c	17,336
	Bhavna Arun Dwivedi Salary A/c	17,217
	Munaz Hamid Siddiqui Salary A/c	17,217
	Dashrath Mali Salary A/c	16,950
	Imran Aftab Khan Salary A/c	16,685
	Melvin Rocky Colaco Salary A/c	16,616
	Mohammed Azam Moazzam Ali Shaikh Salary A/c	16,616
	Reena Bhavikatti Salary A/c	16,332
	Chinmayi Dhananjay Ghadigaonkar Salary A/c	15,799
	Sheetal Jevinder Sidhu Salary A/c	15,496
	Vishal Manohar Wagh Salary A/c	15,496
	Anam Zuber Ahmed Qureshi Salary A/c	15,352
	Ken Dsouza Salary A/c	15,130
	Aliasger Lokhandwala Salary A/c	15,082
	Anil Jivraj Bishnoi Salary A/c	14,989
	Nebu Lal Yadav Salary A/c	14,515
	Naina Harishchandra Chowdhary Salary A/c	14,483
	Onkar Thanekar Salary A/c	14,336
	Shama Gupta Salary A/c	13,914
	Bhupendra Suresh Chimbaikar Salary A/c	13,886
	Rhea Robin Warapen Salary A/c	13,886
	Mansi Gajendra More Salary A/c	13,745
	Merwin Michael D'lima Salary A/c	13,740
	Prathamesh Pradip Mulye Salary A/c	13,429
	Satish Kalvikatte Salary A/c	13,397
	Janam Dave Salary A/c	13,235
	Aditya Surendra Mishra Salary A/c	13,010
	Sushant Sudhakar Bhagat Salary A/c	12,988
	Nikhil Dadasaheb Durge Salary A/c	12,874
	Akshay Vithal Dudhawade Salary A/c	12,709
	Rabia Shaikh Salary A/c	12,684
	Mohanish Mahendra Jadhav Salary A/c	12,386
	Mohammed Faizan Mohammed Anwar Shaikh Salary A/c	11,884
	Pranav Sarmalkar Salary A/c	11,808
	Rahul Dodia Salary A/c	11,808
	Dylan Desiva Salary A/c	11,558
	Falguni Uttam Gaikwad Salary A/c	11,419



#	Particulars	Amount Indian Rupees
	Pranjal Narendra Mundhawa Salary A/c	11,419
	Jitesh Patel Salary A/c	11,120
	Shruti Sudhir Sawant Salary A/c	10,953
	Tejesh Bombadi Salary A/c	10,838
	Imran Masum Mulla Salary A/c	10,722
	Vidya Patil Salary A/c	10,561
	Sadika Shaikh Salary A/c	10,505
	Pallavi Chavan Salary A/c	9,977
	Snehal Bhatt Salary A/c	9,911
	Shaikh Noor Mohammed Salary A/c	9,644
	Nehal Ghussar Salary A/c	9,643
	Isaac Mathew Salary A/c	9,573
	Manish Chauhan Salary A/c	9,367
	Sushmit Gharat Salary A/c	8,716
	Ankita Anant Gurav Salary A/c	8,643
	Divya Thevar Salary A/c	8,643
	Siddhesh Shyam Yadav Salary A/c	8,643
	Shalaka Pushkaraj Kole Salary A/c	7,786
	Danish Shamshi Salary A/c	7,319
	Milan Debnath Salary A/c	7,237
	Ameya Rahate Salary A/c	7,157
	Akshay Sadanand Vardekar Salary A/c	6,955
	Abdulhafeez Khan Salary A/c	6,752
	Kaustubh Ambole Salary A/c	6,343
	Surinder Pal Singh Salary A/c	6,313
	Saicharan Bait Salary A/c	5,256
	Vaibhav Walvankar Salary A/c	3,607
	Trupti Uttam Satardekar Salary A/c	3,594
	Arun Hanmala Samala Salary A/c	3,576
	Shruti Anil Kamble Salary A/c	3,245
	Altaf Shaikh Salary A/c	3,040
	Janhavi Ashish Sawant Salary A/c	2,780
	KrishnaKajal RoshanSalary A/c	2,320
	Hemant Manve Salary A/c	1,262
	Hafsa Shaikh Salary A/c	541
	Devdatt Phadnis Salary A/c	36
<b>II</b>	<b>Reimbursements</b>	<b>1,644,930</b>
	Rishi Khiani - Reimbursement A/c	694,500
	Sandeep Das Reimbursement A/c	718,711
	Universal Legal - Reimbursement A/c	107,350
	Agenelo Miranda Reimbursement A/c	72,000
	Niki Gomez - Remibursement A/c	56,155
	Rishika Shetty Reimbursement A/c	5,168
	Manish Mishra Reimbursement A/c	5,000
	Moksha Doshi Reimbursement A/c	3,769
	Ravindra Yadav Reimbursement A/c	777
	Jitendra Sanghavi & Co - Reimbursement A/c	-18,500

**SCHEDULE 6**  
**PART E- ANNEXURE 4**

#	Particulars	Amount Indian Rupees
<b>I</b>	<b>Duties &amp; Taxes</b>	<b>2,547,627</b>
	TDS Payable	2,077,230
	Provident Fund A/c	384,513
	ESIC Payable	59,058
	Professional Tax Payable	20,850
	MLWF PAYABLE	4,482
	Employee MLWF Contribution A/c	1,494
<b>II</b>	<b>Provision for IDT &amp; TDS</b>	<b>4,733,786</b>
	Provision for TDS non-payment	1,215,241
	Delay in ST payment	1,732,696
	Transitional Credit	949,064
	Payment to directors - RCM	836,785

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**SCHEDULE 6**  
**PART F- ANNEXURE 5**

#	Particulars	Amount Indian Rupees
	<b>Debtors</b>	<b>15,211,505</b>
<b>I</b>	<b>CMS Debtors</b>	
	Revolutionary Fitness Pvt Ltd	750,962
	Gourmet Investments Pvt Ltd	650,482
	DeGustibus Hospitality Pvt. Ltd	571,802
	Speciality Restaurants Ltd	409,040
	The Chocolate Spoon Company Pvt Ltd	396,067
	Burger King India Pvt Ltd	387,989
	Catering And Allied	362,961
	Deluxe Caterers Pvt. Ltd.	357,576
	Royal China Div, Palladian Hotels Pvt. Ltd.	292,526
	Piem Hotels Ltd	245,530
	Mars Enterprises And Hospitality Pvt. Ltd.	224,998
	Suzette Gourmet Pvt Ltd	223,075
	China Garden	207,731
	Olive Bar And Kitchen Pvt Ltd	198,897
	Kakori House	173,953
	Olive Cafes South Pvt Ltd	165,215
	Black Sheep Hospitality Pvt Ltd	162,452
	Azure Hospitality Pvt Ltd	161,433
	Indianapoli Hospitality Pvt. Ltd.	153,687
	Kuai Kitchen Div, Palladian Hospitality LLP	150,495
	Kala Ghoda Gourmet	127,438
	Lemon Chilli Veg Gourmet Foods LLP	125,325
	Flavour Pot Food	123,427
	Fountain Fast Food	119,405
	Gaylord Restaurant	116,475
	Neighbourhood Hospitality Pvt Ltd	114,127
	JJA Div, Vazifdars Hospitality LLP	107,864
	BJR's	106,124
	Lenexis Foodworks Pvt Ltd	101,348
	JSM Corporation Pvt Ltd	99,354
	Sushi And More India Private Limited	95,046
	Dolomite Restaurant Pvt Ltd	92,228
	Foodlink Restaurant Pvt Ltd	91,269
	Impresario Entertainment & Hospitality Pvt Ltd	88,238
	Trishna Restaurant	86,247
	Le Khana Caterers	83,570
	Quick Foods	83,375
	Aallia Hospitality Private Limited	81,414
	Lite Bite Food Pvt Ltd	78,719
	Future Retail Limited	77,752
	Jimmy Boy Family Restaurant	76,728
	Purohit Hotel	75,481
	Moshes Fine Foods Pvt Ltd	74,911
	Bellona Hospitality Services Ltd	72,425
	Prince Cuisine Pvt Ltd	69,859
	Panorama Inc	69,455
	S. S. Batra & Co.	69,212
	Shalimar Hotel Pvt Ltd	68,935
	Country of Origin	68,792
	Gaylord Bake Shop Div, Gaylord Restaurant	66,520
	Riyaz Ayub Shaikh / Mohd Ajaz Mohd Ayub Shaikh	65,063
	Pine Tree Venture Capitalists Pvt. Ltd.	64,119
	Craving Salad LLP	63,772
	TexMex Cuisine India Private Limited (LP)	63,570
	Cafe Food for Thought LLP	63,020
	The Indian Hotels Company Limited	62,331
	Flax	61,908
	Maiz Mexican Kitchen	61,742
	Rajani Food Services & Hospitality Pvt Ltd	60,421
	Open Table	59,439
	ChocAffaires	59,278

#	Particulars	Amount Indian Rupees
	Green Cafe	59,170
	Silver Beach Entertainment & Hospitality LLP	58,293
	Busabong & Co Pvt Ltd	57,964
	Overseas Chinese Cuisine India Pvt Ltd	55,726
	Ka Hospitality Pvt Ltd	54,420
	Kyta Hospitality Pvt. Ltd.	51,532
	Highgates Hospitalities	48,749
	I TableSpoon	48,443
	Jbdd Hospitality LLP Edc Machine Ac	48,426
	Pritam Hotels Pvt. Ltd.	47,637
	Arpit Estates Pvt Ltd	47,330
	Golden Elephant Hospitality Pvt Ltd	47,210
	Goa Portuguesa Restaurant P.Ltd	46,714
	Ritika Foods	46,368
	Chopard Food and Beverages LLP	45,878
	Mansuri Caterers	44,717
	Mint Hospitality Pvt Ltd	44,577
	M.M.Zundholzer Pvt. Ltd.	41,422
	Kreative Ventures	40,529
	Le Sutra Hospitality Pvt Ltd	39,766
	Grandmama's Cafe	39,120
	Koppersmith Ventures Private Limited	37,986
	ICE Hospitality Pvt. Ltd.	36,937
	IB Hospitality Pvt Ltd	36,745
	Bake House Cafe	36,644
	Apoorva Restaurant & Bar	36,271
	Shrunam Hospitality LLP	35,916
	The Bao Haus Co	35,736
	Le 15 Patisserie Private Limited	35,468
	Mer Konfekt	35,453
	Avan Ventures Private Limited	35,015
	Maars Foods LLP	34,570
	Mood Foods (India) Pvt Ltd	34,347
	Siddh Foods	34,029
	Nine Restaurants LLP	33,916
	Fountain Hospitality Pvt Ltd.	33,546
	Hanglas Restaurants Pvt. Ltd.	33,253
	Dailly Bread & Butter Hospitality Private Limited	32,794
	Bella Italia	32,284
	Sri Laxmi Hospitality I.L.P	32,255
	Haymor Restaurants Pvt Ltd.	31,396
	Ray's Cafe and Pizzeria	30,601
	The Bombay Havelli LLP	30,443
	Food Matters India Pvt Ltd	30,380
	Deep Sands Resorts Pvt Ltd	30,319
	Tej Enterprises	28,705
	Supreme Enterprise	28,136
	Indian Hotels Company Ltd	27,690
	Israni Hospitality LLP	27,642
	SR Catering & Hospitality LLP	26,990
	Secret Supper Project Pvt. Ltd.	26,560
	Janak Mehta HUF	26,249
	Khyber Restaurant	26,107
	And Chillies Hospitality Pvt Ltd	25,700
	Sunshine Teahouse Pvt Ltd.	25,685
	Team India Foods Pvt Ltd	25,632
	WOW Food Brands Pvt Ltd	25,564
	Gritty Foods LLP	25,528
	Auriga Hospitality & Entertainment	25,484
	VSK Hospitality	25,237
	Samvirat Properties Pvt Ltd	25,219
	Happiness Services	24,838
	Little Italy	24,776
	New York Burrito Company LLP	24,636
	Charcoal Biryani Restaurants Pvt Ltd	24,348
	Brew House Hospitality	24,337
	Hotel Diplomat	24,249

#	Particulars	Amount Indian Rupees
	Pebble Street Hospitality Pvt. Ltd.	23,852
	Mahesh Lunch Home	23,705
	Faiza Hospitality Services	23,526
	Packapav Hospitality Private Limited	23,466
	Crumbilicious	23,196
	Magic Cuisines Hospitality Pvt Ltd	23,055
	Full House Restaurants Private Limited	22,810
	Toujours	22,768
	Shoreline Hotel Pvt. Ltd.	22,731
	Moti Mahal Restaurant and Bar	22,335
	Candies	22,178
	House Of Flowers By Marry Me	22,046
	Quad Hospitality LLP	22,041
	KeenBean Retail Private Limited	22,000
	M/S Sangeeta	21,560
	Parsi Dairy Farm	21,531
	Ms. Hunger Inc Hospitality Pvt Ltd	21,406
	Tipsy Pig Hospitality LLP	21,293
	Hunger Pangs Private Limited	21,168
	Bollywood Mischief Hospitality Worldwide Pvt Ltd	20,646
	Food for Thought	20,628
	Deliciae	20,556
	Tawakkal Sweets	20,554
	Binas Treats LLP	20,298
	S.Tawakkal Sweets	19,963
	Upper Crust Foods Pvt Ltd	19,611
	Healthy Treats	19,608
	White Hat and Wine Hospitality Pvt Ltd	19,190
	Preciso Hospitality Pvt Ltd	18,897
	Bruder Hospitality Pvt Ltd	18,764
	Indian Hotels Company Ltd (IHCL)	18,302
	Orange Hospitality Pvt Ltd	17,792
	Kamat's	17,746
	Bloombay Enterprises LLP	17,485
	Thackers Caterers	17,467
	Richeroche Hospitality	17,340
	Cream Centre Foods	17,168
	Persian Take Away	17,119
	M.J. Hospitality	16,850
	Wraps and Rolls Foods Pvt. Ltd	16,819
	Malgudi Foods Private Limited	16,798
	Moments Hospitality	16,716
	Mimansa Industries Pvt. Ltd.	16,383
	Vision Wellbeing Technologies Pvt Ltd	16,364
	Express Foods Pvt. Ltd.	16,247
	Brijwasi Sweets India Pvt. Ltd.	16,221
	Bad Addictions	15,812
	Masala:Esque	15,756
	NurtureU Enterprise Pvt Ltd	15,727
	Confetti	15,635
	The J	15,524
	Sid Hospitality Pvt Ltd	14,851
	Ideal Motors	14,739
	Sweetish House Bakery LLP	14,149
	Oye Kiddan	14,008
	PBS Gourmet Foods Pvt. Ltd.	13,691
	Himesh Foods Pvt Ltd	13,603
	Junos Hospitality LLP	13,550
	Liberty Luxuries Pvt Ltd	13,438
	NK Hospitality Services Pvt Ltd	13,328
	Birdsong Organic Cafe	13,244
	Palkit Impex Pvt.Ltd	13,244
	Hotel Rishi Corner India Pvt Ltd	13,201
	Azul Foods Private Limited	12,997
	Modern Marketing Company A Div of IBD (Bombay) Ltd	12,886
	Jalapeno Foods Private Limited	12,839
	Sprout Gourmet Private Limited	12,746

#	Particulars	Amount Indian Rupees
	Caramel Carousel	12,635
	R AND A Foods Pvt Ltd	12,202
	The Bohri Kitchen	12,162
	General Mills India Pvt. Ltd.	11,971
	PPL Pink Harvest Ltd	11,868
	Impresa Hospitality Management Pvt Ltd	11,777
	IMBISS	11,685
	Sorriso	11,587
	Greedy Foods Private Limited	11,472
	Brewworks Pvt. Ltd.	11,396
	The Pizza Chain Factory Private Ltd.	11,373
	TeaReflections Pvt Ltd	11,360
	A La Meat	11,238
	Say Chefs Eatery Pvt. Ltd.	11,192
	Mystique	11,062
	I Think Fitness Pvt Ltd	10,881
	Grow Yoga Pvt Ltd	10,813
	Muhavra Enterprise Pvt Ltd	10,761
	Fountain Restaurant	10,484
	Green Chili	10,380
	Daniel Patissier	10,350
	Buddha Bowl Mumbai	10,346
	Chetana Pvt Ltd	10,278
	Leopold Cafe & Stores	10,273
	Culinary Foods	10,173
	Energia	10,119
	Haka	10,093
	Hakimi Trading	10,087
	Ferry Wharf Hospitality LLP	10,056
	Gajalee Coastal Foods Pvt Ltd	10,000
	Danceesh Darabshaw Davar	9,914
	Golden Restaurants & Stores	9,855
	Barot Hotels Pvt Ltd	9,742
	Maestro Catering Services Private Ltd	9,709
	Kobe Sizzlers & Company	9,597
	Flavour Pot Foods LLP	9,463
	Taste Box	9,459
	ARK Foods	9,458
	Ichiban Tabemomo Food & Beverages India Pvt Ltd	9,449
	VNA Enterprise	9,331
	Breadbox Hospitality Pvt Ltd	9,290
	Funky Kitchen Company Private Limited	9,213
	Cakes N More	9,204
	Kpt Hospitality Pvt Ltd	9,186
	AVS Hospatality	9,013
	H & S Enterprise	8,960
	Ask Ventures	8,948
	Project One Ventures LLP	8,942
	Apt Foods & Hospitality	8,925
	Little Food Daily Pvt Ltd	8,868
	Nishtab	8,789
	Prisim Healing Institute Pvt Ltd	8,725
	Kitchen 12	8,715
	Moina Oberoi	8,421
	Cult Food LLP	8,336
	Impulsive Edge Trading LLP	8,263
	The Liquid Wisdom Co Pvt Ltd	8,224
	Mangii Cafes Pvt. Ltd.	8,092
	Zovamo Ventures Pvt Ltd	8,072
	Koinonia Coffee Pvt Ltd	7,777
	Meraki	7,775
	Nikky Enterprises	7,731
	AEL A Hospitality	7,680
	Artisanal Hospitality Pvt Ltd	7,673
	Bombay Street Treat	7,569
	Pita Burg	7,519
	Grapevine	7,485

#	Particulars	Amount Indian Rupees
	Vibe	7,450
	Mini Punjab Restaurant And Banquets	7,347
	Kareem's	7,130
	Texmex Cuisine and Carnival India Pvt. Ltd.	7,115
	The Great Indian Meals Private Limited	7,113
	Fabcafe Foods Private Limited	7,032
	Magnus Restaurants LLP	7,023
	Sap Foods Private Limited	7,005
	Sleight Of Hand	6,938
	Howra Burgers	6,896
	Coffee Dynamics Private Limited	6,850
	Kctv9 Hospitality Pvt.Ltd.	6,777
	Siaash Foods Pvt Ltd	6,751
	The Fatty Bao	6,682
	The Good Food Co.	6,603
	Wow Food Innovations	6,558
	Baked with Love by Annie	6,556
	White Glove Restaurants LLP	6,524
	BK Hospitality Pvt. Ltd	6,497
	Bistro Hospitality Private Limited	6,488
	Has Lifestyles Ltd	6,345
	Yustrength - The Healthy Food Co.	6,311
	Meera Corporation	6,240
	Mocambo Cafe	6,231
	Moreish Hospitality	6,195
	O.K. Hospitality LLP	6,155
	Nirvaan Hospitality	6,114
	Parisserie Patisserie LLP	6,092
	Mouthwatering Hospitality Pvt Ltd	6,035
	Brownie Point	5,996
	Paunch Brothers Hospitality LLP	5,974
	Kaitlyn Hospitality	5,966
	Fusion Cosmeceutics Pvt Ltd	5,964
	Quench The Restaurant	5,957
	Incognito Food and Hospitality Pvt Ltd	5,956
	Bombay Cycle Amd Motor Agency Ltd.	5,953
	Serendipity Foods	5,909
	Nirvaana	5,854
	Dhanraj Restaurant	5,852
	RTC Restaurants (I) Ltd.	5,780
	Appetite F&B	5,777
	Stemline Floral Design Private Limited	5,711
	Nehare Enterprises	5,666
	Foodeementals	5,660
	Todi International	5,634
	Swara International Pvt Ltd	5,620
	The Times Of Biryani	5,609
	Global Kitchens Pvt. Ltd.	5,569
	Arham Ristorante LLP	5,551
	Laurel & Hardy Hospitality LLP	5,535
	Bombay Cycle & Motor Agency Ltd. (Karma Restaurant)	5,513
	Fruit Heads Hospitality	5,428
	Green Woods Palaces and Resorts Private Limited	5,422
	The Banging Food Co.	5,388
	Golden Star Restaurant	5,367
	Faham the Sheesha Lounge	5,333
	Stellar Foods	5,249
	Khanna Hotels Pvt. Ltd.	5,214
	Fnb Hospitality Pvt Ltd	5,205
	Royal Dry Fruits Private Limited	5,189
	Courting Tragopan Hospitality	5,187
	North Star Hospitality	5,147
	Gokul Bite	5,135
	HitPlay Devices Pvt Ltd	5,121
	Brownie G - Guilt Free	5,115
	NZ Confectionaries	5,084
	Shreejee Enterprise Account Queso	4,983

#	Particulars	Amount Indian Rupees
	Good Food Concept	4,970
	Al Fahad Goat Farm	4,969
	Anando	4,961
	Delicious Ventures	4,938
	Star Anise Fine Foods & Leisure Pvt. Ltd.	4,883
	New Deewaan E Khaas Restaurant	4,876
	Not Just Desserts	4,873
	Ranjana Hospitality	4,863
	Graviss Hospitality	4,850
	Rayyan Hospitality	4,846
	Ceres Hospitality Pvt. Ltd	4,786
	Roshan Bakery & Restaurant	4,772
	Reliance Lifestyle Holdings Limited	4,763
	Lassi Te Parrontthe	4,725
	Vegan Bites	4,694
	Maheshwari Foods & Hospitality Private Limited	4,687
	The Biryania	4,667
	Bay City Grill	4,653
	Kaavya Hospitalkity (OPC) Pvt. Ltd.	4,652
	Sofitel Mumbai BKC - Divison of Shree Naman Hotels Pvt. Ltd.	4,567
	VTR Foods	4,560
	R Q Enterprises	4,516
	Roan Enterprises	4,504
	Olive Tree Trading Private Limited	4,499
	Seaface Paperie L.L.P	4,478
	Mama Pondo Express	4,470
	Pritam Juice It	4,466
	Belstone	4,447
	Fleur De Lys Patisserie	4,427
	Sahibaan	4,321
	Khalid Ice Cream	4,282
	Mindful Cook Pvt Ltd	4,205
	Vaijnath Enterprises Pvt. Ltd.	4,205
	Citymax Hotels India Pvt Ltd	4,177
	Satkar Caterers	4,155
	Mac Craig	4,117
	Gonguura	4,084
	Bizare Foods	4,083
	Pie In The Sky Hospitality	4,077
	MN Hospitality LLP	4,031
	Imperial Food Biz Pvt Ltd.	4,006
	Ambrosiahospitality	4,005
	Dip'Smacker	4,004
	The Green House	3,988
	Noble Publicity Pvt Ltd	3,948
	Varsha Sachdeva	3,905
	Spicy Sangria Hotels Pvt Ltd	3,818
	Hotel Shree Gajanan	3,749
	Eminent Entertainment	3,748
	The Great Punjab	3,744
	Unique Foods	3,713
	Torico India Pvt Ltd	3,706
	Conscious Food Pvt Ltd	3,705
	Taj Icecream Manufacturer LLP	3,700
	Pride of Lions Hospitality Private Limited	3,660
	JJ Foodworks	3,658
	Inordinate Trading Pvt. Ltd	3,649
	Risa Hospitality Pvt Ltd	3,649
	Altius Restaurants LLP	3,609
	Vevelt Hotels Pvt Ltd	3,598
	Good House Keeping Co. Pvt. Ltd	3,531
	QBARA Foods Private Limited	3,509
	HAS Restaurants LLP	3,500
	Patni Hospitality	3,496
	Mini Punjab Catering India Pvt Ltd	3,494
	Archway Ventures International Pvt Ltd	3,490
	Woodstone Holdings	3,481



#	Particulars	Amount Indian Rupees
	DZ Fresh Foods Pvt Ltd	3,480
	Mahindra Agri Solutions Ltd	3,437
	Lings Foods Pvt Ltd	3,429
	King Scorpions Private Limited	3,400
	Twenty Twenty Hospitality LLP	3,384
	Healthzone Organic Foods Pvt Ltd	3,382
	Panch Phoron Gastronomy	3,351
	Food Boys Hospitality Private Limited	3,303
	China Bay Hospitality LLP	3,297
	Rakyan Beverages Pvt Ltd	3,270
	Hide Fashion	3,263
	Dny Hospitality Pvt Ltd	3,246
	Box Hospitality	3,224
	Fire And Ice Food Corporation	3,213
	Charriot Gourmet LLP	3,212
	Read & Feed Hotels Pvt Ltd	3,158
	Who's Your Daddy	3,147
	Yorrick's Cookhouse	3,133
	Hotel Appetite	3,130
	Urban Street Cafe	3,126
	Mandarin Kitchen	3,109
	P P Foods	3,103
	R R.Oomerbhoy Pvt Ltd	3,094
	Global Foods & Beverages Pvt Ltd	3,078
	Umbrella Hospitality Pvt Ltd	3,076
	Hush	3,065
	Yogisattva	3,057
	Indus Greens Pvt Ltd	3,054
	Puranmal Foods India Pvt. Ltd	3,049
	Black Nori	3,033
	Barking Deer Hospitality Pvt Ltd	2,993
	Foodquest Private Limited	2,979
	AKB Foods LLP	2,943
	Pia Cakes	2,938
	Glamour Ice Cream	2,892
	Zen Concepts - ICASA Trading Co. Pvt. Ltd.	2,878
	Assaya Hospitality Pvt Ltd	2,868
	Sachde Food and Beverages Pvt Ltd	2,864
	Trami Foods Pvt Ltd	2,863
	I Love Babycakes	2,848
	Epoch Enterprises	2,822
	RA Hospitality	2,777
	Vidhi Speciality Cuisines LLP	2,775
	Toku Enterprises Pvt, Ltd.	2,767
	Muv Ventures	2,746
	Namrata & Sapna	2,731
	Gautam Hospitality Pvt Ltd	2,706
	Brio Hospitality Pvt Ltd.	2,666
	Shop 2 Eat	2,664
	Fraaser Kitchen LLP	2,659
	Amal Farooque Enterprises	2,651
	M/S Chandiram Janjimal	2,643
	Namaste India	2,634
	Curry Me Up Private Limited	2,629
	Raj Hospitalities	2,601
	The Protein Station	2,597
	Eighth	2,586
	Home Maker Cottons	2,580
	My Mom's Love	2,565
	Kepchaki Momos & More	2,549
	Hemleela Enterprises	2,547
	Shantanu Somani HUF	2,542
	Look What Happened	2,537
	New Order Hospitality LLP	2,520
	Elephant Hospitality LLP	2,501
	Bar Bar Hospitality	2,487

#	Particulars	Amount Indian Rupees
	Gateway Taprooms LLP	2,477
	Itchha Talreja Designs	2,454
	Library of Nuts	2,423
	Bina's Kitchen LLP (Inactive)	2,416
	Dancing Leaf	2,407
	Barbeque Nation Hospitality Limited	2,401
	Faasos Food Services Pvt Ltd	2,396
	The Red Charcoal	2,375
	Lyfe Kitchen	2,367
	The Lion and the Fish	2,365
	Madcaps The Party Shop	2,359
	Chaap Ki Chhap	2,350
	PVM Enterprises	2,348
	Palak Entertainment	2,346
	Sustenance Artisan Food LLP	2,338
	Summer Garden	2,328
	The VJ Cafe	2,325
	Flowerz And Such	2,322
	Nano Finvest Consultancies Private Limited	2,270
	Prince Creamery Private Limited	2,251
	Niana	2,228
	Paratha Mantra	2,213
	Green Sattva	2,200
	Saroj Mutha (Proprietor)	2,171
	Angels Kitchen Pvt Ltd	2,143
	Narang Food And Services LLP	2,135
	Panella Foods and Beverages Private Limited	2,120
	Brownsalt	2,117
	RMP Hospitality Pvt. Ltd.	2,095
	Greens Agrotech	2,080
	Slice Of Wine Hospitality LLP	2,073
	Hor Kidna Foods Private Limited	2,069
	Green Dot Hospitality LLP	2,050
	Fatboy's Kitchen	2,045
	Khan Hospitality Pvt Ltd.	2,035
	10 AM	2,031
	Petals Lifestyle LLP	2,030
	Nyx Hospitality Pvt. Ltd.	1,980
	FMB Cuisines	1,976
	Apple A Day	1,949
	Maverick FoodKraft	1,941
	Whishbox Marketing LLP	1,929
	TMC Works	1,924
	A-1 Heights & Hospitality Private Limited	1,921
	Veedaa	1,902
	Pishus	1,895
	Masilo	1,894
	Sushi Cafe	1,885
	FiestaBites Hospitality LLP	1,867
	Rooh Wellness	1,835
	Biks Hospitality and Hotels Pvt Ltd	1,827
	Fiesty Miss	1,817
	Ooh Foods Pvt. Ltd.	1,808
	Mumbai Spice	1,799
	Superkicks India Pvt Ltd	1,793
	Kullcha King	1,784
	Mazda Imaging Pvt Ltd	1,770
	Paper Crush	1,752
	Food Unlimited	1,751
	Sugar Rush	1,745
	Mouthwatering Food Pvt Ltd	1,738
	Thumos Foods LLP	1,729
	Turiya Lifestyle LLP	1,722
	Parisien Patisserie	1,711
	Goldfit Healthtech Global Pvt Ltd	1,705
	CK Foods And Hospitality	1,700
	JRD Marketing	1,699

#	Particulars	Amount Indian Rupees
	Bawi Bride Kitchen	1,699
	Technorati Solutions	1,694
	Coolchef	1,690
	Elephant Company Retail Private Limited	1,677
	Fruitilicious	1,675
	Nandanvan Estate	1,675
	Keshardeo Combines	1,666
	Mayflower	1,664
	Sandhya's Choux Box Patisserie	1,663
	Flavor Foods	1,643
	Indygenius Multitrade Private Limited	1,640
	Adorable Foods	1,635
	The Retro Booth	1,634
	Bluecrust Technology Private Limited	1,623
	Ruchi Bagde	1,592
	Mirah Hospitality Gourmet Solutions Pvt. Ltd	1,591
	Dairy Craft India Pvt. Ltd.	1,568
	Chef Knife Dining	1,567
	Access	1,556
	Desserts "R" Us	1,549
	Yum Crumb Co	1,547
	E-Phoria Technologies Pvt Ltd	1,540
	SF Dyes	1,529
	Squaremeal Foods Pvt Ltd	1,514
	Yellow Sun Restaurants Pvt Ltd	1,513
	Troika	1,505
	Binge Bites	1,484
	EZ Life Retail Pvt. Ltd.	1,461
	Flags Hotels Pvt Ltd	1,429
	Design Pantry Pvt Ltd	1,428
	Hotel Niagara	1,413
	Gourmetco Retail Pvt Ltd	1,405
	Chado Tea India	1,396
	GK Hospitality	1,395
	The Omakase Kitchen	1,387
	The Polka Puppet	1,374
	2Kul Magik Enterprise	1,368
	Rovi Hospitality LLP	1,366
	Papeljam	1,363
	My Food Hospitality LLP	1,355
	Breads and Bakes	1,346
	Ardy Health Foods LLP	1,345
	Lorazi	1,345
	Navitas International	1,345
	M/s Shaze Luxury Retail Pvt. Ltd	1,334
	Indepesca Overseas Private Limited	1,331
	Argento Home Products LLP	1,328
	Chikita Snack Bar	1,317
	Indagro Foods Private Limited	1,298
	Purissima Foods LLP	1,298
	Longworth Hospitality And Entertainment Company Pvt Ltd	1,296
	VANS Seeds Goodness LLP	1,296
	The Original Chowpatty Kulfi	1,293
	landmark motels and travels pvt ltd	1,292
	Mega Restaurants Pvt Ltd	1,284
	Pala Fala Hospitality OPC Pvt Ltd	1,276
	G.V. Enterprises	1,272
	Bombay Barons	1,263
	Good Juicery Private Limited	1,261
	Fill in the Blank	1,244
	Tarakami Universal Pvt. Ltd.	1,241
	Saboo's Inc	1,235
	Hotel Jal Tarang Pvt Ltd	1,227
	Luxus Retail Private Limited	1,227
	Deena Traders	1,218
	Coney Island	1,208
	M K Enterprises	1,203

#	Particulars	Amount Indian Rupees
	Rosette	1,189
	Rising Star Hospitality LLP	1,181
	Gajalee Coastal Food Annexe	1,177
	Aspire Hospitality	1,172
	Zoon Foods	1,171
	Olive Achaar	1,164
	FoodTrip LLP	1,161
	Vijaya Rukamini Foods (V.R.Foods)	1,161
	Grasper Global Private Limited	1,154
	Poonam Food Products	1,148
	Inside Out Innovative Designs	1,142
	Pizza Grande Restaurants Pvt Ltd	1,141
	Solar Heights Developers Pvt. Ltd.	1,133
	Pepper Health Private Limited	1,129
	Flamingo Ice Cream	1,128
	ANZ Foods (Company) - THC (Restaurant)	1,126
	Piccadilly	1,126
	Vk and company	1,100
	Big Plate Cuisines LLP	1,099
	M&M Ideas	1,099
	Atlas Hospitality Pvt Ltd	1,097
	K K Foods	1,089
	Star Events And Restaurants	1,085
	Olive Bar & Kitchen Pvt Ltd	1,083
	Anubhav Ananda Services(OPC) Private Limited	1,080
	Ashwini Fast Food	1,058
	Cafe Quantico	1,055
	Jio Foods LLP	1,054
	WestCoast Fine Foods (I) Pvt. Ltd.	1,032
	S D Corporation Private Limited	1,031
	Skin Gourmet Limited	1,027
	La Villa Cafe Pvt. Ltd.	1,025
	Bombay Hospitality Management Pvt.Ltd.	1,015
	Fanette Chocolates	1,015
	Hotel Leelaveutre Limited	1,010
	Social Nomad	1,009
	Naashta Adda	1,006
	The Protein Bake Shop	991
	LSC Enterprises Private Limited	983
	Nourish Organics	982
	Rola Rossa	981
	Amrita's Healthy Treat's & More	975
	Emerald Isle Luxe Pvt Ltd	973
	Prelocate Intercultural Training Pvt Ltd	972
	Alif Nunn Enterprises	959
	Pop Art Factory	956
	Taquito Hotels P.Ltd	953
	Snackboxwala	939
	Doughlicious by RitsKitchen	934
	Cafe Kino	924
	Plutusone Hospitality Pvt Ltd	919
	Special Anand Bhuvan	917
	1908 E-Ventures Pvt. Ltd.	910
	Vibe Design Lab	910
	Avieshka Enterprises	897
	Kids Creation	888
	Saryu Properties Pvt Ltd	879
	Nutri Being Pvt Ltd	867
	Vatavaran Hospitality Services LLP	862
	Cumin Food And Beverage Pvt Ltd	852
	Chakh Le Lucknow	846
	Espresso Foods & Beverages Private Limited	846
	Sf Enterprises	846
	Call It Candless	841
	Home Made by Tasneem	839
	Royal China B Div Palladian Hotels Pvt Ltd	820
	Alaya Lifestyles	817

#	Particulars	Amount Indian Rupees
	Funplates India Private Limited	813
	Dolcissimo Bakes	804
	KSW 13 Hospitality Pvt Ltd	802
	Healthy Pantry LLP	800
	Girnar Food & Beverages Pvt Ltd.	798
	Mrs G & Son	797
	Green Delta Foods Pvt. Ltd.	796
	The Bogeto Cafe	796
	Sushi Star	795
	Under The Mango Tree Natural & Organics Pvt. Ltd.	795
	Ahimsa Hospitality Pvt. Ltd.	789
	Fass Foods	788
	Neola	788
	The Irish House Food & Beverages Pvt. Ltd.	787
	Baked by Ree	785
	Aether hospitality private limited	782
	Chirag Ice Factory Pvt. Ltd.	776
	Ritika Arya Gupta	769
	Designer Collection	764
	Bay Leaf Enterprises	761
	Cafe Meal Box	761
	The Cantonese Kitchen	751
	Quadrum Solutions Private Limited	743
	Jar Designs	739
	ARN Delicacy LLP	733
	Every Flavour Geeks Pvt Ltd	732
	Ramee Hotels Private Limited	727
	Agents of Change	718
	APMG Hospitality LLP	716
	Big Apetite Hospitality Pvt Ltd	715
	Lee Anne's Kitchen	714
	M/s A Vanilla Bean	708
	The Ambassador Hotel Churchgate	707
	Black Orchids Pvt Ltd	706
	Fresh India Organics LLP	685
	Precise	684
	K C Foods(Papa's Belly)	675
	Anavila Foods Private Limited	673
	Florista India Pvt. Ltd	672
	Selfcare Support Private Limited	670
	G2G Food And Beverages LLP	668
	Choco Dolce	666
	Digi-Cult	663
	Danox Healthcare Pvt. Ltd.	662
	Love Sugar & Dough Pvt. Ltd.	661
	Your Batter Half	659
	Kanakia Hotels & Resorts Pvt Ltd	655
	HRM Hospitality	654
	Happyskin Promise Pvt. Ltd.	649
	Aztecs Chocolates	644
	Bubblewrap	637
	Skillet	634
	The Happiness Factory	634
	Eddies Hospitality Pvt Ltd	630
	Smaaash Entertainment Pvt. Ltd	624
	Sweettooth Flavours LLP	618
	Taco Pizzeria	616
	The Skin Pantry	615
	Graviss Foods Private Limited	608
	Crumbroll Foods LLP	607
	Le Garden	603
	Toniq Retail Brands Pvt Ltd	601
	Chokky Wokky	600
	Vittle Norri	598
	Picnik Basket Foods LLP	596
	Candyskin	576
	Dualfoods	576

#	Particulars	Amount Indian Rupees
	Fusion Tadka	568
	G C Hospitality	568
	The Natural Food Kart	568
	The Food Pantry	565
	Anaya F&B Concepts	560
	Yesshree Enterprises	560
	M/S Vijaydeep Hotels Pvt.Ltd.	558
	Aromablendz	548
	Big Five Inc.	547
	Gold Tree Nuts	545
	Klassic Food Buddiesss LLP	544
	SGN International	541
	Maple Mallet	531
	Shtap Hospitality	528
	JBS Enterprises	523
	Foodport Hospitality	522
	Shirom Enterprise LLP	516
	Madoorie Tea Estate Pvt. Ltd.	507
	Brewlette Food and Beverages Private Limited	506
	Sunspot Ventures	506
	Turkish Affaire	506
	Designpink	501
	Hash - Parel	497
	Healthy Karma Foods Pvt Ltd	492
	Kaytee Corporation Pvt Ltd	491
	Atis Foods And Hospitality	471
	Hotel Orritel West	471
	Akash N Banwani	467
	Cinnamon N Nutmeg	465
	Seven Islands Craft Brewery Pvt Ltd	464
	Deco World	463
	LostSoles	460
	VanityCask Tech Pvt Ltd.	458
	Aspher Foods Pvt Ltd	455
	Bitter Sweett Something	449
	Sanskriti Lifespaces LLP	448
	Corvus International Foods LLP	446
	Exemplar Systems Pvt Ltd	444
	Pizza Cafe	432
	The Charcoal Grill	428
	JKC General Trading Co.	427
	Loaded	426
	Law Suits And More	424
	Spring Blossoms Ventures Pvt Ltd	420
	Pizzaroma Food Pvt. Ltd.	416
	P N Square Hospitality LLP	415
	Doodle Collection Pvt Ltd	413
	Bake Me Brown	409
	Square One Hospitality LLP	406
	Red Carpet Retail Pvt Ltd	401
	Love & Flour	396
	Arti's Kitchen	392
	Happy Grillmore	392
	Marry Me - The Store	392
	JCB Salons Pvt Ltd	389
	Nidokido	389
	The Patio	389
	RKM Roti Kapda Makaan	387
	The Cutchi Memon Table	385
	Deepak Jewellers Pvt.Ltd.	384
	Cold Food Company	383
	Compere Hotels Pvt Ltd	383
	Teek K Dee	383
	2am By Anjali And Meha	379
	Amaranthine	378
	Crown veterinary services pvt.ltd.	378
	Khalid Enterprises	376

#	Particulars	Amount Indian Rupees
	Palate Foods Pvt Ltd	368
	Chocolat by Jyoti Vissanji	366
	Bhanu Hospitality	365
	Celestial Hotels	365
	Sky Goodies Products And Applications Private Limited	364
	Melting Point	363
	Toon Touch	354
	Waseem Enterprises	351
	Shikha Barasia Design	350
	Ubercool Gifting Solutions	345
	Visionary Retail	345
	V R Foods	345
	Desi Deli LLP	343
	Asian Hotels (West) Limited	342
	The Friends Bench All Day Cafe	340
	The Wok House	340
	Blue Stone Developers	337
	Dangsz	335
	Yes I Dough	332
	Ayush Exim Pvt Ltd	329
	Maverick Dreams	327
	Excellence Chocolates	326
	Opo Hospitality LLP	325
	Mooch Design Studio	321
	Juicifix Private Limited	319
	Friends & Co	318
	Eicher Goodearth Private Limited	311
	Anayra Enterprises	309
	M/s Night Owl Restaurants	308
	Navjeet Community Health Centre	306
	Benchmark Retail	305
	Papiya Bagchi	304
	Sheesha Sky Lounge Hospitality & Services Pvt. Ltd.	304
	Inspirasia	295
	RR Natural Foods	292
	Fountainhead Retail Pvt Ltd	291
	Juhu Resorts and Development Pvt Ltd	291
	ArtsyDesignCo Pvt Ltd	283
	Eco Corner Retail Pvt. Ltd	283
	F and C	283
	Squares & Squiggles	283
	Trescho Perfumes LLP	281
	RJ Spice	276
	India Book Distributors (Bombay) Ltd	273
	PRI'S	269
	A Theos Café	267
	Rajan Rakesh And Bros The Mirador	265
	Comida Deliciosa Inc	263
	The Kitchen	262
	Npg Aggro LLP	256
	Wizaman Impex Pvt. Ltd.	251
	Zainab A Kapadia	249
	Ahead Infosolutions	247
	Dim Sum (Momo) Express	246
	Nimbu Mirchi Designs	239
	Eat-A-Whey	238
	Sinsar Fashions	236
	Trifli Technologies Private Limited	236
	Yu-Th AD Retail Ventures Pvt Ltd	236
	London Bee Clothing LLP	233
	Shivram Foods Pvt. Ltd.	233
	Ms.Prospects	232
	Kookies Chikkis And More	231
	Empire Shoes and Bags	229
	Priro Partners	228
	Amrut Tradecom Pvt Ltd	225
	Zahra Contractor	225

#	Particulars	Amount Indian Rupees
	AL Miracolo	224
	Entisi	222
	O! Fudge	221
	Cuddles Pet Lifestyle	215
	Hotel Transit Pvt Ltd.	212
	Meera's Pickle	212
	The Burger Brasserie	210
	Mirah Hospitality & Food Solutions Pvt. Ltd.	208
	Little Drops of Heaven Patisserie & Bakery	207
	Mkb Enterprises	207
	Ashutosh India Fashions	206
	Bites Of Bliss	198
	Tribal Zone Fashion Accessories Pvt Ltd	198
	Firdy's Parsi Bhonu	192
	The Chocolate Room India Pvt Ltd	192
	Ibtida Hospitality	191
	M/s JVDC Victory Hospitality	190
	Love From India Apparels & Hospitality Pvt Ltd	189
	Glocal Trunk LLP	189
	AVI Products India Limited	188
	Two The T	184
	Navneet Education Limited	183
	The Whisketiers	180
	Petriot	177
	Groww And BeConcious Pvt Ltd	176
	Retro Foods Pvt. Ltd.	176
	Go Panda	171
	Pamplemousse Cakes	170
	Cravings	165
	Happy Home Textile LLP	165
	All Heart	164
	White Owl Brewery Pvt Ltd	164
	Libran Foods	159
	Ripsy five meals Pvt Ltd	158
	A & P Enterprises	157
	RMBAY	157
	Boredom Busters Busy Bags	156
	Blue Panther Foods	155
	Alkemita Foods Private Limited	153
	Herbolab India Pvt. Ltd.	152
	Maverick Brothers LLP	152
	Posterboy Foods LLP	151
	SuperFit Lifestyle Asia LLP	150
	cocoaamoredesserts	148
	Malti Kotwani	147
	I-AM	142
	Micaro-Fine Stationery And Gifts	142
	Words & Wonder - Books & Bespoke Messages - Colaba	142
	Blue PantherFoodsLLP	141
	Natural Beauty And Wellness	140
	Vanilla Hospitality	139
	Samvene Foods Pvt Ltd	132
	The Painted Shoe	132
	Solar Enterprises	130
	Naturma Life LLP	127
	Baker's Delite	124
	The Bling Stores LLP	124
	Raspurna Enterprises	123
	Bay State Clothing LLP	118
	Lingo Starz	118
	Design Quest Products	115
	KGC - Its Continental - Mahim	112
	Food Safari Hospitality	110
	Aryan Foods and Confectioneries Pvt Ltd	106
	Exquisite	106
	Pretty Baked	106
	That Food Co	106



#	Particulars	Amount Indian Rupees
	The Bakes Table by Chef Kirith	106
	Fit Kitchen	105
	Food Intellect India Private Limited	104
	Rasna Punjab	103
	Pascati Foods India LLP	101
	Foodine Enterprises Pvt. Ltd.	97
	A R Enterprise	94
	Food Crunch	94
	Shatranj Napoli - Khar West	93
	Baker Street	89
	Madhura Agro Process Private Limited	88
	Healthy Indulgent Snacks And Desserts	83
	Its Our Studio	82
	Dip Box	81
	The Serial Griller	81
	The Honest Illustrations	80
	F S Gourmet Pvt Ltd	79
	The Indian Bean	73
	Safeen Foodworks	69
	Raj Impex	68
	Big Burger	67
	Rustom Hospitality Pvt. Ltd.	64
	Shree Dalmia Enterprises	64
	Yellow Apron	61
	Radhikas Fine Teas & Whatnots	59
	Control Alt Foods Pvt Ltd	57
	Panchavati Gaurav	55
	Orange Is The New Green	54
	Myoho Luxuries	53
	Premium eBusiness venture Pvt Ltd	53
	Sher-E-Punjab Restaurant	52
	ARCS Sandwiches Pvt. Ltd.	50
	Maverick Pickles Pvt Ltd	50
	Zone8 Tea World Pvt Ltd	50
	6th Street Yogurt	48
	Wingreens Farms Pvt. Ltd.	47
	Hotel Gurukripa	44
	Tangerine Co	44
	KGN Enterprises	41
	Get Baked	34
	Hymus Restobar - Andheri (W)	32
	Shramik Naari Sangh	31
	Avean International Pvt Ltd	30
	Gen Next Foods & Hospitality Pvt. Ltd.	30
	Bluestream Manufacturing Services Private Limited	13
	DRUMS Food International Pvt. Ltd.	8
	Wellness Forever Medicare Private Limited	7
	Anik Trading Company	-20
	Brilliant International	-74
	Maido Enterprises Pvt Ltd	-123
	One Table Scoop	-125
	Feel Sharp	-224
	Noroc	-282
	Le Reve	-295
	Little Treats	-319
	Someshwar Plasto Chem Pvt Ltd.	-321
	Frostbites	-454
	Sub West Restaurants LLP	-604
	Hungry Table Hospitality Pvt Ltd	-630
	Chitra Sales Pvt Ltd	-771
	Blue PantherFoodsLLP	-794
	Pink Foods	-942
	Saucery Foods Pvt Ltd	-965
	KAVV Foods Pvt Ltd	-986
	Stayvista Pvt Ltd.	-1,246
	Freedom Tree	-1,377

#	Particulars	Amount Indian Rupees
	Nordic Kandie Magic Pvt Ltd	-1,552
	Ruchika Vyas	-1,567
	Krishna Palace Residency Pvt Ltd	-1,587
	Greenz	-2,341
	Harry's India Pvt. Ltd	-2,375
	Shree Balajee Landmark Hotels Pvt.Ltd	-2,438
	Hotel Golden Swan	-2,887
	Lucky Restaurant	-3,320
	Prashant Caterers	-4,565
	Nooresha A Kably	-4,601
	Flavours Hospitality & Management Pvt. Ltd.	-6,192
	Fortune Hospitality & Management LLP	-6,631
	M J Khana Shana LLP	-6,837
	Yogurtbay Foods & Beverages Pvt. Ltd	-8,201
	Farnaz Snacks	-12,533
	VRA Retail and Food Solutions Pvt Ltd	-12,868
	Flavour Pot Foods LLP	-13,110
	Infinity Hotels Pvt Ltd	-14,039
	Cafe Basilico LLP	-16,564
	Goodkarma Hospitality Pvt Ltd	-18,066
	Dealwell Consultants Pvt. Ltd	-19,053
	Salad Days	-24,655
	The Good Food Restaurants Pvt Ltd	-30,269
	Burgundy Hospitality Pvt. Ltd.	-82,520
<b>II</b>	<b>Online Agencies</b>	
	Citrus Payment Solutions Pvt. Ltd.	-960,383
	Get Simpl Technologies Pvt Ltd	-760
	Mswipe Technology Pvt Ltd	325,590
	One Mobikwik Systems Pvt Ltd	84,957
	Pay Later	-
	PayTM - One 97 Communication Ltd	-285,831
	Payu Payments Pvt Ltd	287,413
	PayU Payments Pvt Ltd - LAZYPAY	-43,405
	Times Of Money Ltd (Google)	1,384
	Zaak Epayment Services Pvt Ltd	755,917
	Other	154,114

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**SCHEDULE 6**  
**PART G- ANNEXURE 6**

#	Particulars	Amount Indian Rupees
<b>I</b>	<b>Cash and bank balances</b>	<b>8,712,680</b>
	<b>Bank</b>	
	HDFC Bank Ltd	6,437,941
	HDFC Bank Ltd (Collection A/c)	584,633
	HDFC Bank Ltd - Share Capital A/c	100,000
	Kotak Mahindra Bank	209,902
	<b>Cash</b>	
	Fort Hub - Control A/c	404,751
	Grant Road Hub - Control A/c	368,648
	Lower Parel Hub - Control A/c	318,402
	Bandra Hub - Control A/c	232,951
	Powai Hub - Control A/c	29,541
	Andheri Hub - Control A/c	13,222
	Petty Cash	12,689
<b>II</b>	<b>Short-term loans and advances</b>	<b>3,696,731</b>
	Rent (Deposit)	2,537,731
	Restaurant (Deposits)	425,000
	Kitchen (Deposit)	400,000
	Legal Deposit	150,000
	Vehicle (Deposit)	140,000
	Telephone (Deposit)	35,000
	Electricity Deposit	9,000
<b>III</b>	<b>Other current assets</b>	<b>21,504,606</b>
	<b>Taxes - credit available</b>	
	GST Receivable	12,365,747
	TDS Receivable F.Y. 2015-16	1,118,921
	TDS Receivable F.Y. 2016-17	2,186,213
	TDS Receivable F.Y. 2017-18	1,640,472
	TDS Receivable F.Y. 2018-19	102,163
	TDS Receivable F.Y. 2017-18 (P)	575,727
	Service Tax Credit RCM Receivable @ 14%	2,279,510
	Service Tax Credit RCM Receivable @ 9.27%	14,020
	Prepaid Expenses F.Y. 17-18	505,240
	Prepaid Expenses F.Y. 18-19	699,653
	Prepaid Expenses FY 19-20	7,179
	Other	9,760

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**SCHEDULE 7**  
**PART A – COMPANY WARRANTIES**

**1. Authority and Capacity**

- 1.1. The Company is duly organized and validly existing under the Laws of India in which it is incorporated.
- 1.2. The Company has the requisite corporate power, authority and capacity to, enter into this Agreement and to perform its obligations hereunder and thereunder.
- 1.3. Neither the execution and the delivery of this Agreement, nor, the consummation of the transactions contemplated hereby and thereby, will (i) conflict with, result in breach of any of the provisions of; (ii) constitute a default under; (iii) result in the violation of; or (iv) give any third Person the right to terminate or to accelerate any obligation under applicable Law, including the provisions of the Charter documents of the Company.
- 1.4. This Agreement has been duly executed and delivered by the Company and, when executed and delivered by the Company, constitutes a valid and legally binding obligation of the Company enforceable against it in accordance with the terms, except to the extent that equitable remedies such as specific performance and injunction are at the discretion of the court from which they are sought.
- 1.5. The Company has the full power, authority and the legal right to own/use the Assets and carry on its Business. The Company has the corporate power and authority to carry on the Business in the manner it is currently conducted.
- 1.6. (i) Winding up proceedings; or (ii) any proceedings that have subjected the Company's Assets to receivership have not been initiated against the Company.
- 1.7. The execution, delivery and performance by the Company, of this Agreement will not:
  - (i) violate or breach the terms, conditions or provisions of, result in the creation of any Encumbrances or constitute a default, an event of default or an event creating rights of acceleration under any or all of the following:
    - (a) The Charter of the Company;
    - (b) Any valid and subsisting Contract to which the Company is a party;
    - (c) Any Governmental Approval or order to which the Company is bound;
    - (d) Any Consents, Governmental Approval or waivers, as the case may be, of any Person required to give effect to and complete the transactions contemplated in this Agreement; and
    - (e) Any Law applicable to the Company.
  - (ii) Constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable Law for the protection of debtors or creditors.

**2. Shares**

- 2.1. As of the Execution Date, the (i) authorized Share Capital of the Company is INR 3,000,000 (Rupees Three Million) divided into INR 2,000,000 (Rupees Two Million) Equity Shares and 1,000,000 (Rupees One Million) Series A CCPS; and (ii) issued, subscribed and paid-up Share Capital of the Company is INR 2,160,120 (Rupees Two Million One Hundred and Sixty Thousand and One Hundred and Twenty) divided into (i) INR 1,735,310 (Rupees One Million Seven Hundred and Thirty Five Thousand Three Hundred and Ten) Equity Shares; and (ii) INR 424,810 (Rupees Four Hundred and Twenty Four Thousand and Eight Hundred and Ten) Series A CCPS. The shareholding pattern of the Company on a Fully Diluted Basis (a) on the Execution Date and immediately prior to the Completion is as set out in **Part A of Schedule 1** and (b) immediately subsequent to

the Completion shall be as set out in **Part B of Schedule 1**.

- 2.2. Each of the Securities have been properly and validly issued and are fully paid, and each Person set out in **Part A of Schedule 1** is the registered holder of the Securities specified opposite their name in **Part A of Schedule 1**. Other than the Securities set out in **Part A of Schedule 1**, the Company has not issued / allocated any other Securities, and no Person will exercise or purport to exercise or claim any Encumbrance over all or any part of the Share Capital.
  - 2.3. Other than as provided in **Schedule 1**, there are no Securities or rights convertible into Equity Shares, issued to any other Person (whether convertible as on date or not). Other than as provided under **Schedule 1**, there are no stock options (including but not limited to any employee stock options) granted and outstanding, warrants issued and outstanding, outstanding rights or agreements or schemes for the subscription or purchase from the Company of any Securities in the Share Capital of the Company or any securities redeemable or any securities convertible into or ultimately exchangeable or exercisable for any securities of any of the Company (including conversion of any loan taken or debenture subscribed to by any of the Company, or pre-emption rights under any other agreement).
  - 2.4. The share certificates representing the Sale Shares have been duly issued by the Company and there has been no delay in issuance of such certificate beyond the period prescribed under applicable Law.
  - 2.5. Each issuance of, conversion into, and transfer of Securities of the Company have been done in compliance with all applicable Laws, and all corporate action required to be performed by the Company under all applicable Laws has been performed.
  - 2.6. All filings with Reserve Bank of India (“**RBI**”) in relation to the issuance and transfer of Sale Shares to Seller II have been undertaken in accordance with the Foreign Exchange Management Act, 1999 and its rules, notifications and regulations and applicable Law.
3. **Residency and Taxation Status**
- 3.1. The Company is not treated for any Tax purpose as a resident in a jurisdiction other than in India.
4. **Charter Documents, Statutory Registers, Minute Books and Corporate Compliances**
- 4.1. The Charter that has been provided to the Purchaser are true and accurate copies. The Company is not in default under or in violation of any provisions of its Charter and in particular, has not entered into any transaction which is *ultra vires* its Charter. There has not been any breach by the Company of its Charter.
  - 4.2. The statutory registers, documents and minute books (including the minutes of Board Meetings and the meetings of the shareholders) required to be maintained by the Company under the Act have been maintained in accordance with the Act and comprises of the complete and accurate records of all information required to be recorded in such books and records. No notice that any of them are incorrect or should be rectified has been received.
  - 4.3. All corporate and secretarial filings required to be made by the Company, with any Governmental Authority under applicable Law have been made. The Company has complied with the Act in all respects in relation to meetings of their respective board of directors and their shareholders and the conduct of their Business thereof.
  - 4.4. The Directors of the Company have been validly appointed as per the provisions of the Act, and the Charter documents, and none of the Directors are disqualified to continue as directors under any provisions of the Act and/or any other statutory legislation, as may be applicable.
  - 4.5. The Company is compliant with all requirements of the Act, its Memorandum, Articles and the Existing SHA for validly conducting the meetings of its Board and its members, and has duly reflected the proceedings of the meetings in the respective minutes. There are no resolutions passed by the Board and/ or shareholders of the Company after the first closing date as defined under the Existing SHA pertaining to matters that require the specific

Consent of Seller III, other than as set out in **Schedule 8**.

- 4.6. No charges have been created on the Assets of the Company.
- 4.7. The Company's registered office is situated in Mumbai, India. There has been no change in the State in which the registered office of the Company is situated subsequent to its incorporation.

**5. Subsidiaries and Joint Ventures**

- 5.1. The Company does not have any Subsidiaries and has not entered into or executed a joint venture with any Person. The Company does not own or control, directly or indirectly, any interest or investment of any nature in any other Person.

**6. Accounts**

- 6.1. The books of accounts and financial statements which have been shared with the Purchaser have been prepared in accordance with the generally accepted accounting principles or practices applicable in India ("GAAP"), applied on a basis consistent with that of the preceding period, and presents fairly and accurately all of the assets, liabilities and a complete financial position of the Company.
- 6.2. The method of accounting adopted by the Company in the past are in compliance with applicable Laws and there exists no written notice which would give rise to liability to / claims against the Company for adopting such methods of accounting.
- 6.3. The Company has devised and maintained appropriate systems of internal accounting controls with respect to Business sufficient to provide reasonable assurances that (i) all transactions are executed in accordance with management's general or specific authorization; (ii) all transactions are recorded as necessary to permit the preparation of financial statements in conformity with accounting standards as prescribed under Indian GAAP and to maintain proper accountability for items; (iii) access to their property and assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for items is compared with the actual levels at reasonable intervals and appropriate action is taken with respect to any differences.
- 6.4. The financial statements gives a true and fair view of the financial position, operations and cash flow of the Company as at the respective dates or periods indicated therein.
- 6.5. The financial statements and accounts of the Company have been approved by the shareholders of the Company and filed with the relevant registrar of companies and other Governmental Authorities as may be required in accordance with applicable Law.
- 6.6. The Company has filed its annual return and financial statements, since the date of incorporation, as required under applicable Law.
- 6.7. The financial statements along with other financial information provided by the Company Warrantors to the Purchaser and its advisors are true and accurate.
- 6.8. Other than as disclosed in the Delivered Financial Statements, there are no potential write-off of assets that would be necessary to reflect the fair value of Assets. The Company has no off-balance sheet and contingent liabilities.
- 6.9. There is no liability that has not been disclosed in the Delivered Financial Statements, save as set out in **Schedule 6**.
- 6.10. The complete disclosure of transactions with Related Parties have been made to the Purchaser and there are no unrecorded liabilities including any committed profit or bonus payable to related parties or employees for the period prior to the Completion Date.

**7. Business**

- 7.1. The Company has valid leasehold rights in all immovable assets and has executed all Contracts required for the conduct of the Business as currently conducted or proposed to be conducted.

- 7.2. Since the Balance Sheet Date, (i) the Business of the Company has been carried on in the ordinary course so as to maintain the business as a going concern; (ii) the Company has not undertaken any financial indebtedness or borrowings (including, without limitation, any indebtedness for moneys borrowed or raised under any acceptance credit, bond, note, bill of exchange or commercial paper, finance lease, hire purchase agreement, trade bills, forward sale or purchase agreement or conditional sale agreement or other transaction having the commercial effect of a borrowing, (iii) the Company has not declared and/or paid any dividends and there are no accrued and unpaid dividends on any Securities; (iv) the Company has not (other than in the Ordinary Course of Business) increased the salaries and/or fee payable to its employees / consultants.
- 7.3. Since the Balance Sheet Date, the Company has not made any commitment in relation to any price reduction or discount or rebate in relation to the Business to any of its customers or prospective customers, other than in the Ordinary Course of Business.
- 7.4. The Company, whether in connection with the Business or the transactions contemplated under this Agreement:
- (i) is not in violation of the applicable Laws;
  - (ii) is not in violation of the valid and subsisting Contracts; and
  - (iii) has not made improper payments to public officials.
- 7.5. The Company does not have any substantial outstanding warranty obligations which are payable to any Person other than those as disclosed in the balance sheet.
- 7.6. The Company is not carrying on any business in which foreign direct investment of 100% (one hundred percent) under the automatic route is not permitted.
- 7.7. The Business has been carried on only in the Ordinary Course of Business.
- 7.8. The Company has not received any notice of default from any creditor in relation to any amounts owed by the Company as the case may be.
- 7.9. The current Business of the Company would not attract any restrictions or prohibitions on foreign investment in the Company.
- 7.10. The Company is not in breach of any foreign laws applicable to it.
- 8. Absence of Certain Changes or Events**
- 8.1. Since the Balance Sheet Date:
- (i) The Company has adequately provided for all amounts (including Taxes) that should have been accounted for or reserved by it in accordance with applicable GAAP;
  - (ii) The Company has made full provision for all deferred Tax(es) in the accounts and management accounts of the Company, in accordance with Indian GAAP;
  - (iii) The Company has not suffered any Loss, damage, destruction or other casualty affecting any of its Assets, whether or not covered by insurance;
  - (iv) The Company has not made any change in any method of accounting or audit practice;
  - (v) The Company has not entered into any Contract or arrangement for the transfer of the Assets of the Company other than in the Ordinary Course of Business;
  - (vi) The Company has not made any material changes in the accruals of its accounts receivables;
  - (vii) No significant customer, distributor, dealer or commission agent of the Company has issued a notice of termination, or threatened to issue such a notice or has terminated its relationship with the Company, other than in the Ordinary Course of Business; and

- (viii) The Company's cash balance as of the Balance Sheet Date is accurately set out in the Delivered Financial Statements.

9. **Liabilities and Financial Indebtedness**

- 9.1. The Company does not have any obligations or liabilities of any nature other than those set forth or adequately provided for in the Delivered Financial Statements (*as defined hereinafter*).
- 9.2. Since the Balance Sheet Date, the Company has not increased any of its liabilities, including off balance sheet items or working capital limits, or sold or transferred or created any Encumbrance on any of the Assets, other than in the Ordinary Course of Business.
- 9.3. To the knowledge of the Company Warrantors, there are no liabilities (contingent or otherwise) that may arise, accrue or attach to the Purchaser, as a result of the consummation of the transactions contemplated under this Agreement.
- 9.4. Save as mentioned in the Delivered Financial Statements, the Company does not have outstanding any financial indebtedness, unsecured borrowings or other borrowing (including, without limitation, any indebtedness for moneys borrowed or raised under any acceptance credit, bond, note, bill of exchange or commercial paper, finance lease, hire purchase agreement, trade bills, forward sale or purchase agreement or conditional sale agreement or other transaction having the commercial effect of a borrowing.
- 9.5. There are no liens or encumbrances of any nature whatsoever, over any of the properties or assets, whether tangible, intangible, or real, of the Company.
- 9.6. No corporate guarantees/counter indemnity obligations of a material value have been issued/undertaken by the Company for the benefit of any of its Related Parties, Subsidiaries, Shareholders and/or employees.

10. **Financial Statements**

- 10.1. Correct and complete copies of (a) the audited financial statements as at and for the 12 (twelve) month period ended on March 31, 2017 have been provided to the Purchaser, (b) the unaudited financial statements as at and for the year ending on March 31, 2018 have been provided to the Purchaser, and (c) the unaudited financial statements as at and for the quarter ending on June 30, 2018 have been set out in **Schedule 9** (the financial statements set out in (a), (b) and (c), collectively, the "**Delivered Financial Statements**").
- 10.2. The Delivered Financial Statements and the notes thereto, to the extent applicable present fairly and accurately in all respects, the financial position and results of operations of the Company, as of the respective dates and for the respective periods covered thereby. The Delivered Financial Statements and the notes thereto, to the extent applicable have been or are prepared in accordance with applicable Indian Law and GAAP consistently applied and followed throughout the period indicated, and are true and correct in all respects. The balance sheets reflected in the Delivered Financial Statements present true and complete representations of the Assets and liabilities of the Company as of the dates specified therein. There were no changes in the method of application of the Company's accounting policies or the Company's use of estimates in the preparation of such unaudited financial statements as compared with the audited financial statements for the 12 (twelve) month period ended on March 31, 2017. The Company has established and maintains, adheres to and enforces a system of internal accounting controls that are effective in providing assurance regarding the reliability, completeness and accuracy of financial reporting and the preparation of its financial statements in accordance with applicable Law and GAAP.
- 10.3. All accounts and notes receivable of the Company have arisen from *bona fide* transactions in the Ordinary Course of Business consistent with past practice and are payable on ordinary trade terms. To the knowledge of the Company Warrantors, none of the accounts or the notes receivable of the Company are subject to any defenses, set-offs or counter-claims.
- 10.4. All amounts disputed or claims made against the Company by any Governmental Authority



in relation to all Taxes have been provided for in the financial statements or have been deposited with the relevant Governmental Authority.

- 10.5. The transactions contemplated under this Agreement do not require / trigger any approval / notification requirements under the Competition Act, 2002 ("**Competition Act**"). The Company has not received any notice or warning from, nor has the Company been the subject of, any proceeding, investigation, interrogation or review by any authority constituted under the Competition Act alleging contravention of the provisions of the Competition Act.

**11. Financial Obligations**

- 11.1. There are no contingent liabilities / commitments / obligations by the Company other than those disclosed in the Delivered Financial Statements.

**12. Assets**

- 12.1. The Company is the legal and beneficial owner, has good and valid rights to the Assets that it owns or possesses or uses to carry on the Business, free and clear of all Encumbrances and third party rights. With respect to leased properties, it has valid leasehold interests therein which are free and clear of all Encumbrances.
- 12.2. The Company has maintained all their tangible Assets in good repair, working order and operating condition subject only to ordinary wear and tear, and all such tangible Assets are fully adequate and suitable for the purposes for which they are presently being used.
- 12.3. In respect of the Assets used in the Business of the Company but not owned by the Company or any facilities or services provided to the Company by any third party there has not occurred any event of default or any other event or circumstance (other than the expiry of any agreement in the normal course) which may entitle any third party to terminate any agreement or license in respect of the provision of such facilities or services.
- 12.4. The Company has not received notice of any dispute involving the Company and any third party as to the use of any owned Assets.
- 12.5. The Company has obtained necessary permits, registrations and authorizations as required per applicable Laws including the relevant shops and establishments acts for all its offices.
- 12.6. All of the leases (which expression shall include any letting, under-lease or sublease and any tenancy or license to occupy (whether licensing or sub-licensing) and any agreement for any lease, letting, under-lease, sublease or tenancy) with respect to premises used in the Business of the Company and under which the Company holds its properties are in full force and effect and is enforceable in Law ("**Leased Real Property**"). A full list of all such premises is set out in the Disclosure Letter.
- 12.7. No notice has been issued by the Government to the Company of any claim in any form that has been asserted by anyone adverse to the rights of the Company under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company to the continued possession of substantially all of the premises held under any such lease.
- 12.8. All of the terms and conditions in relation to Leased Real Property, including, without limitation, the rent for the Leased Real Property, are contained in the relevant lease or other document relating thereto and there are no other agreements, documents or letters relating to or affecting the same.
- 12.9. There are no outstanding actions, disputes, claims or demands in relation to the title to the property or the use of the property for the purpose of the Business being carried on therein by the Company.
- 12.10. The documents and/or deeds relating to lands owned by the Company or any of the Leased Real Property have been stamped with adequate stamp duty and have been registered (with due payment of registration fees) under applicable Law.
- 12.11. The Company solely and exclusively owns all right, title and interest to the following (including all Intellectual Property associated therewith):

- (a) scootsy.com (including all sub-domains); and
- (b) the “Scootsy” mobile software application (on both Android and iOS platforms).

**13. Intellectual Property**

- 13.1. All Intellectual Property of the Company used by the Company is legally owned, licensed or used under the authority of the owner / rightful user, by the Company.
- 13.2. The Company has not: (i) infringed any third party Intellectual Property; and (ii) nor has it received any written notice of any infringement from any Person in relation to its Intellectual Property.
- 13.3. There are no facts that would render or is likely (to the knowledge of the Company Warrantors) to render any Intellectual Property owned by the Company invalid or unenforceable.
- 13.4. The Company has not received written notice of any claim that the use by the Company of any Intellectual Property or that the conduct of the Business by the Company infringes any Intellectual Property of any third party.
- 13.5. Every employee of the Company has signed the required documents whereby all intellectual property rights relating to the work done or created by such employee vests solely and exclusively with the Company, in perpetuity, worldwide.
- 13.6. The Company has executed valid assignment agreements for the assignment of Intellectual Property created or developed by such any employee or consultant of the Company.
- 13.7. The Company is in compliance with the Information Technology Act, 2000 and its rules.

**14. Contracts**

- 14.1. There are no Contracts to which the Company is a party: (i) which is not in the Ordinary Course of Business; and (ii) which is not on an arm’s length basis.
- 14.2. Each Contract has been duly authorised, executed and delivered by the Company and is valid and binding and enforceable by the Company, in accordance with its terms. The Company has not received any notice for a default in the performance, observance or fulfilment of any of the material obligations or covenants contained in any Contract.
- 14.3. The Company has not received any notice to terminate any subsisting Contract prior to the expiration of its term, other than in the Ordinary Course of Business.
- 14.4. To the knowledge of the Company Warrantors, there are no third parties with whom the Company is transacting business who have not performed their material obligations thereunder which were due to have been performed.
- 14.5. All the material documents and agreements executed by the Company is duly stamped in accordance with applicable Laws.
- 14.6. The Company has not been a party to any agreement, arrangement or practice which in whole or in part contravenes or is invalidated by any restrictive trade practices, fair trading, consumer protection or similar laws or regulations under the relevant jurisdiction or in respect of which any filing, registration or notification is required pursuant to such applicable Laws (whether or not the same has in fact been made).

**15. Employees and Employee Benefits**

- 15.1. The Company has been in compliance with applicable labour and employee legislation and rules and regulations there under in relation to its employees and other persons engaged by it in connection with its Business, including all applicable Laws relating to wages, hours, employment standards, collective bargaining, discrimination, safety and health, and workers’ compensation and under employee legislations whether State or Central, including (where applicable) but not limited to the Employees’ Provident and Miscellaneous Provisions Funds Act, 1952, the Payment of Gratuity Act, 1972, Employee State Insurance Act, 1948, Bombay Labour Welfare Fund Act, 1953, Sexual Harassment of Women at

Workplace (Prevention, Prohibition and Redressal) Act, 2013, Payment of Bonus Act, 1965, Employees' Compensation Act, 192. The Company has made all statutory contributions as are due and payable and no sum is due and outstanding by the Company towards the same.

- 15.2. The Company is in compliance with the provisions of the Act, in connection with the payment of remuneration and the appointment/re appointment of directors, managing director and executive directors.
- 15.3. The Company has made all deductions and payments required to be made by applicable Law. The provisions in its financial statements cover all the entitlements of the Company's employees with regard to provident fund /leave encashment, employee insurance gratuity, pursuant to any Law and personal employment agreements, as applicable.
- 15.4. The Company does not have any employee stock option, stock purchase, stock appreciation right or phantom stock option schemes The Company does not have any trade union or any other organization or body of employees.
- 15.5. The Company does not have any trade unions / collective bargaining agreements in place.
- 15.6. The Company has valid and subsisting agreements with all its employees and consultants.
- 15.7. Other than as set out in **Schedule 6**, all amounts due and payable to the employees of the Company as on the date of this Agreement, whether contractually or statutorily required, have been made.
- 15.8. The Company has executed duly enforceable formal employment contracts with its employees that provide for reasonable non-disclosure, non-compete and non-solicitation clauses.
- 15.9. None of the employees of the Company have breached the provisions of the service manual and/or any other policies of the Company.

**16. Compliance with Laws**

- 16.1. The Company is not engaged in any business/ activity other than the Business. The Company is in compliance with all material respects with Laws pertaining to its Business and the conduct of its Business.
- 16.2. The Company is in compliance with all the requirements under the Act, including but not limited to Related Party transactions, appointment of directors, maintenance of registers, filings to be made with the registrar of companies, conduct of board and shareholder meetings, share certificates to be issued and Secretarial Standards to be maintained by the Company.

**17. Insurance**

- 17.1. The Company have duly insured all their respective properties and assets required under any agreement or under applicable Law against all risks and all such insurance contracts are in full force and effect, all premiums thereon have been paid and there has been no omission to disclose any fact which would entitle any insurer to avoid or otherwise reduce its liability towards the Company.
- 17.2. All insurance policies are currently and fully effective and the Company is not in default thereunder, and nothing has been done or omitted to be done which could make a policy of insurance void or voidable.
- 17.3. No claim is outstanding under any of the insurance policies and no circumstances exist which are likely (to the knowledge of the Company Warrantors) to give rise to a claim.

**18. Litigation**

- 18.1. From the date of incorporation of the Company, the Company has not received any legal written notice from any Governmental Authority or any other Person threatening any litigation against the Company, which has not been settled / resolved.

- 18.2. No written order has been received by, petition presented to, the Company, or resolution passed or meeting convened of the Company for the winding up (or other process whereby the Company's Business is terminated or a substantial part of the Assets of the Company are distributed amongst its creditors and/or shareholders or other contributories) of the Company.
- 18.3. The Company is not subject to any on-going disputes / litigations.
- 18.4. No notice or communication has been received by the Company of any investigation or enquiry, proceeding order, decree, decision or judgment of, any court, tribunal, arbitrator, Governmental Authority or regulatory body, by and against the Company, or any of their employees for whose acts or defaults the Company may be vicariously liable, with respect to an alleged or actual violation and/or failure to comply with any such applicable Law, regulation, byelaw or constitutional document, or requiring any of them to take or omit any action, which may result in any liability or criminal or administrative sanction against the Company .
- 18.5. The Company has not committed:
  - (a) Any criminal or unlawful act involving dishonesty; or
  - (b) Any breach of trust.

## 19. Taxes

- 19.1. The Company has in the manner prescribed by Law filed any and all returns, estimates, information statements, reports and other filings required by applicable Law (the "**Tax Returns**") relating to Taxes required to be filed by it with any Governmental Authority, with respect to the Company. Such Tax Returns are true, correct and complete in all respects and have been completed in accordance with applicable Law in all respects. The Company has, in accordance with any of the Tax Returns filed by the Company, paid all Taxes due and payable.
- 19.2. The Company is and has been in compliance with all applicable Laws pertaining to Taxes, including all applicable laws relating to record retention and International Transactions.
- 19.3. The Company has not received any letter or notice of any audit or other proceeding, or enquiry by the service tax authorities for not having complied with applicable Laws for their claim of export of services.
- 19.4. The Company does not have any pending proceedings or enquiry by a Tax administration authority, in any respect of any Tax returns, and has not received any notice for audit proceedings.
- 19.5. The Company does not have any pending proceedings or enquiry with regard to the deficiency or assessment from any Governmental Authority with respect to any liability for Taxes, or with respect to the Business or Assets, which liability has not been fully paid or finally settled.
- 19.6. The Company has not received any notice of any audit or other proceeding by any Tax authority.
- 19.7. In respect of the Company in all respects: (i) all declarations and Tax returns necessary under the provisions of Tax Laws have been duly filed, and (ii) the Company has not received any written notice that any Tax returns are disputed by the Tax authorities concerned and no proceedings for recovery of Tax have been initiated or are presently pending against the Company, which are not resolved/settled.
- 19.8. The Company has not (i) waived any statute of limitations, and (ii) executed or filed any power of attorney with respect to Taxes, which waiver, agreement or power of attorney is currently in force, save and except the power of attorneys issued in favour of the statutory auditors/ Tax advisors of the Company.
- 19.9. The Company has deducted, accounted for and paid over to the appropriate Governmental Authorities all deductions and payments of Tax which they are required to make in respect

of the liability to Tax of any other Person, including (without limitation) in respect of any payments and benefits made or treated as made to employees, ex-employees, directors, agents or contractors of the Company.

19.10. The Company has complied with the provisions of laws relating to sales, turnover or service tax or works contract tax and all other indirect Taxes in all respects to the extent to which they are required to comply with such Tax laws.

19.11. All goods, services or other inputs for which the Company has claimed any exemption, credit, deduction or similar treatment with respect to any indirect Tax have been or are to be used for the purposes of their respective Business and the Company believe that such exemption, credit, deduction or similar treatment has been availed of in accordance with Law.

**20. Illegal Payments**

20.1. The Company has not made or agreed to make, either directly or via instructions through its officer, director, agent or employee of the Company (acting on behalf of the Company), any contribution or payment to candidates for public office or to public officials, where such payment or contribution is or will be in violation of applicable Laws including but not limited to U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the (Indian) Prevention of Corruption Act, 1988 (collectively, the “**Anti-Corruption Laws**”).

20.2. The Company has not made nor has it agreed to make, nor has it instructed its officers, directors, agents or employees, and nor have its officers, directors, agents or employees (acting on behalf of and under the instructions of the Company) made or engaged in: (i) any unlawful contributions, gifts, entertainment or other unlawful expenses to any candidate for political office, (ii) making any payment to any local, state, federal or foreign governmental officer or official, other than payments required or allowed by applicable Laws, (iii) any transactions, maintained any bank account or used any corporate funds, except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company, or (iv) making any payment in the nature of criminal bribery or any other unlawful payment which would be in violation of applicable Laws.

**21. Powers of Attorney**

21.1. No authorities have been issued by the Company in favour of any officer and/or employee to bind the Company either by way of a power of attorney or otherwise, other than in the Ordinary Course of business.

**22. Related Party Transactions**

22.1. Since the Balance Sheet Date, no employee, shareholder, member of management team, officer, director of the Company is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them, except for salaries and other amounts payable to them under employment or other agreements or its existing policies, except any advances made in the Ordinary Course of business.

22.2. Other than as disclosed in the Delivered Financial Statements, the Company has not entered into any Related Party transactions.

22.3. Transactions between the Company and any Related Party have been done for cash at prevailing market price.

**23. Information and Disclosure**

23.1. Information in relation to the Company, the Business and Assets, which would be material to an understanding of the Business, Assets, condition (financial or otherwise), results of operations or prospects of the Company or which may be relevant in making a decision in relation to the purchase of the Sale Shares by the Purchaser, have been made available and disclosed to the Purchaser and such information is true, correct and accurate in all respects.

23.2. None of the Company Warranties contained in this Agreement, and none of the information

contained in any certificate, or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

- 23.3. The Company Warrantors agree and acknowledge that the Purchaser is entering into this Agreement on reliance of the Warranties set forth in this Agreement. Each of the Company Warranties in this Agreement shall be construed as a separate representation, warranty, covenant or undertaking given by the Company Warrantors, and shall not be limited by the terms of any other warranty or by any other term of this Agreement; and in the event and to the extent that any such Company Warranties explicitly provides an exception, exclusion or qualification thereto by reference to a circumstance or fact stated in such Company Warranties, such exception, exclusion and qualification shall be applicable only and limited to such Company Warranties and shall not, and shall in no circumstance be deemed to, apply as an exception, exclusion or qualification to any other warranty made in this Agreement unless and to the extent explicitly stated in such other warranty, or as manifestly apparent from the face of the disclosure to apply to other Company Warranties.

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## PART B – SELLER WARRANTIES

Each of the Sellers hereby warrants severally that:

1. It is duly organized and validly existing under the Laws of the jurisdiction in which it is incorporated (as applicable). In case of an individual Party, such individual is an Indian citizen resident in India.
2. It / he / she has the requisite corporate power, authority and capacity to, enter into this Agreement and to perform its / his / her obligations hereunder and thereunder.
3. Neither the execution and the delivery of this Agreement, nor, the consummation of the transactions contemplated hereby and thereby, will (i) conflict with, result in breach of any of the provisions of, (ii) constitute a default under, (iii) result in the violation of, or (iv) give any third Person the right to terminate or to accelerate any obligation under applicable Law, including the provisions of memorandum and articles of association and any other charter documents (as the case may be).
4. No action, suit, or proceeding is pending before any Governmental Authority to which any Seller is a party, wherein an unfavourable judgment, decree, injunction, order or ruling will, prevent or adversely affect the performance of this Agreement by such Seller or the implementation by Seller of the transactions contemplated hereby in any material respect, cause such transactions to be rescinded or materially and adversely affect the right or the ability of such Seller under this Agreement.
5. This Agreement has been duly executed and delivered by each Seller and, when executed and delivered by the Seller, constitutes a valid and legally binding obligation of such Seller enforceable against it in accordance with the terms, except to the extent that equitable remedies such as specific performance and injunction are at the discretion of the court from which they are sought.
6. They are the legal and beneficial owners of the Securities set opposite their names in **Part A of Schedule 1** hereto, and all such Securities have been fully paid-up.
7. It / he / she has and will have on the Completion Date, good and marketable title to all the Sale Shares, free and clear of any and all Encumbrances, with the full right and authority to sell and deliver the same to the Purchaser under this Agreement, and upon: (i) delivery of the Sale Shares, and (ii) payment of the Tranche 1 Purchase Consideration, as contemplated in this Agreement, the Seller shall convey to the Purchaser, good and marketable title to the Sale Shares free and clear of all Encumbrances.
8. No act has been committed or omitted whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable by the Company. No Seller has, nor has anyone acting on behalf of any Seller (to the knowledge of such Seller), entered into or arrived at any agreement or arrangement, written or oral, with any Person, which will render transfer of any of the Sale Shares pursuant to this Agreement in violation of such agreements or arrangements.
9. No Seller has entered into any arrangement or agreement with any Person that gives the right (whether exercisable now or in the future and whether contingent or not) to call for the conversion, issue, or buyback of any share capital or any other security giving rise to a right over, or an interest in, the Securities held by them in the Company.
10. There are no proceedings related to any Taxes pending against any Seller that affects (a) the validity of the title of the Sale Shares, or (b) the ability of such Seller to sell its Sale Shares to the Purchaser in accordance with the terms of this Agreement.
11. Each Seller (other than Seller II) is a resident of India as per Section 6 of the Income Tax Act.
12. There are no Tax proceedings relating to Taxes pending against any of the Sellers under any applicable Laws in India and: (i) all undisputed tax claims under applicable Law in India have been duly discharged, and (ii) there are no disputed tax claims under applicable Laws in India pending against any of the Sellers.

13. Seller II does not have a permanent establishment in India as defined under the Income Tax Act or India-Singapore DTAA or a business connection in India in terms of the provisions of the IT Act.
14. All decision making powers of Seller II are exclusively exercised by the board of directors of Seller II. All meetings of the board of directors of Seller II are held and chaired in Singapore. Seller II does not have a place of effective management in India as defined under the Income Tax Act. None of the directors on the board of directors of Seller II are residents in India as per Section 6 of the Income Tax Act.
15. Seller II holds the Sale Shares as capital asset as per section 2(14) of the Income Tax Act.
16. The Sellers do not have any pending proceedings against them which would render the transfer of the Sale Shares as void under applicable Law by any Governmental Authority.
17. Save as set out in **Schedule 6**, the Sellers do not have any Claims outstanding against the Company:
  - a. for the period prior to the Completion Date; and
  - b. in respect of any actions or omissions prior to the Completion Date.
18. None of the Seller Warranties contained in this Agreement, and none of the information contained in any certificate, or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.
19. The Sellers agree and acknowledge that the Purchaser is entering into this Agreement on reliance of the Seller Warranties set forth in this Agreement. Each of the Seller Warranties in this Agreement shall be construed as a separate representation, warranty, covenant or undertaking given by each of the Sellers, in each case, and shall not be limited by the terms of any other warranty or by any other term of this Agreement; and in the event and to the extent that any such Seller Warranties explicitly provides an exception, exclusion or qualification thereto by reference to a circumstance or fact stated in such Seller Warranties, such exception, exclusion and qualification shall be applicable only and limited to such Seller Warranties and shall not, and shall in no circumstance be deemed to, apply as an exception, exclusion or qualification to any other warranty made in this Agreement unless and to the extent explicitly stated in such other warranty.

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### PART C – PURCHASER WARRANTIES

The Purchaser warrants that:

1. It is duly organized and validly existing under the Laws of India in which it is incorporated.
2. It has the requisite corporate power, authority and capacity to, enter into this Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed and delivered by the Purchaser and constitutes valid, legal and binding obligations of the Purchaser, enforceable in accordance with its terms.
3. Neither the execution and the delivery of this Agreement, nor, the consummation of the transactions contemplated hereby and thereby, will (i) conflict with, result in breach of any of the provisions of, (ii) constitute a default under, (iii) result in the violation of, or (iv) give any third Person the right to terminate or to accelerate any obligation under applicable Law, including the provisions of memorandum and articles of association and any other charter documents (as the case may be).
4. The consummation of the purchase of the Sale Shares by the Purchaser, shall not (i) conflict with, result in breach of, (ii) constitute a default under, (iii) result in the violation of Laws applicable to the Purchaser in relation to the consummation of the purchase of the Sale Shares by the Purchaser.
5. No action, suit, or proceeding is pending before any Governmental Authority to which the Purchaser is a party, wherein an unfavourable judgment, decree, injunction, order or ruling will, prevent or adversely affect the performance of this Agreement by the Purchaser or the implementation by the Purchaser of the transactions contemplated hereby in any material respect, cause such transactions to be rescinded or materially and adversely affect the right or the ability of the Purchaser under this Agreement.
6. All corporate and other actions required authorizing its acceptance of the terms and conditions and the performance of its obligations under this Agreement, have been duly taken and are in full force and effect.
7. This Agreement has been duly executed and delivered by the Purchaser and, when executed and delivered by the Purchaser, constitutes a valid and legally binding obligation of the Purchaser enforceable against it in accordance with the terms, except to the extent that equitable remedies as specific performance and injunction are at the discretion of the court from which they are sought.
8. It has recourse to adequate funds to complete the payment of the Purchase Consideration, within the timelines as specified in Clause 2.3.
9. None of the Purchaser Warranties contained in this Agreement, and none of the information contained in any certificate, or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.
10. The Purchaser agrees and acknowledges that the Sellers and the Company are entering into this Agreement on reliance of the Purchaser Warranties set forth in this Agreement. Each of the Purchaser Warranties in this Agreement shall be construed as a separate representation, warranty, covenant or undertaking given by the Purchaser, in each case, and shall not be limited by the terms of any other warranty or by any other term of this Agreement; and in the event and to the extent that any such Purchaser Warranties explicitly provides an exception, exclusion or qualification thereto by reference to a circumstance or fact stated in such Purchaser Warranties, such exception, exclusion and qualification shall be applicable only and limited to such Purchaser Warranties and shall not, and shall in no circumstance be deemed to, apply as an exception, exclusion or qualification to any other warranty made in this Agreement unless and to the extent explicitly stated in such other warranty.

**SCHEDULE 8**  
**LIST OF RESOLUTIONS**

SR. NO.	RESOLUTION	DATE OF GENERAL MEETING OF THE COMPANY
1.	Alteration of Articles in accordance with the Existing SHA	April 20, 2017
2.	Private placement of 4,901 Series A CCPS to Seller III	June 16, 2017
3.	Private placement of 1,211 Series A CCPS to Seller III	July 17, 2017
4.	Private placement of 2,058 Series A CCPS to Seller II	September 18, 2017
5.	Private placement of 39,869 Equity Shares to Seller I	November 14, 2017
6.	Transfer of 1,500 Equity Shares from Seller I to Seller IV	November 23, 2017
7.	Approval to avail loan from Chayadeep Properties Private Limited	May 07, 2018
8.	Approval to avail loan from Chayadeep Properties Private Limited	June 11, 2018
9.	Approval of annual accounts	December 30, 2017
10.	Authorization to execute this Agreement	July 16, 2018

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SCHEDULE 9

PART A

<b>Balance sheet as at 30 June 2018</b>		
(All amounts in Indian Rupees)		
		<b>30 June 2018</b>
<b>EQUITY AND LIABILITIES</b>		
<b>Shareholder's funds</b>		
Share capital		2,160,120
Reserves and surplus		(108,490,589)
		<b>(106,330,469)</b>
<b>Non-current liabilities</b>		
Long-term borrowings		-
Other long-term liabilities		-
Long-term provisions		-
		-
<b>Current liabilities</b>		
Short-term borrowings		30,735,562
Trade payables		102,535,111
Other current liabilities		16,321,896
Short-term provisions		8,725,089
		<b>158,317,658</b>
<b>TOTAL</b>		<b>51,987,190</b>
<b>ASSETS</b>		
<b>Non-current assets</b>		
Fixed assets		
Tangible fixed assets		2,561,229
Intangible fixed assets		300,439
Capital work in progress		-
Long-term loans and advances		-
Other non-current assets		-
		<b>2,861,668</b>
<b>Current assets</b>		
Inventories		-
Trade receivables		15,211,505
Cash and bank balances		8,712,680
Short-term loans and advances		3,696,731
Other current assets		21,504,606
		<b>49,125,522</b>
<b>TOTAL</b>		<b>51,987,190</b>

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SCHEDULE 9

PART B

<b>Statement of Profit and Loss for the period ended 30 June 2018</b>	
(All amounts in Indian Rupees)	
	<b>30 June 2018</b>
<b>Revenue from operations</b>	
Sale of services	19,200,506
Other operating revenues	-
	<b>19,200,506</b>
<b>Other income</b>	1,150,174
<b>Total revenue</b>	<b>20,350,680</b>
<b>Expenses</b>	
Delivery cost	22,974,664
Employee benefits	19,205,225
Finance costs	815,754
Depreciation and amortisation	-
Other expenses	37,139,543
<b>Total expenses</b>	<b>80,135,187</b>
<b>Profit before tax</b>	<b>(59,784,506)</b>
Income tax expense	
Deferred tax reversal	3,268,145
<b>Profit for the year</b>	<b>(63,052,651)</b>

*(Signature pages to follow)*

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

**For Bundl Technologies Private Limited**

x 



Name: Rahul Bothra



Title: Authorised Signatory

*(The remainder of this page has been intentionally left blank)*



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

**For Antfarm Business Incubator Private Limited**

Name: RISHI KHIANI

Title: DIRECTOR

*(The remainder of this page has been intentionally left blank)*

Signature page to the share purchase agreement dated July 30, 2018 entered between Antfarm Business Incubator Private Limited, Khattar Capital International Pte. Ltd., Agnus Capital LLP, Sanjay Kalra, Rishi Khiani, Sandeep Das, Sunil Kumar Saraf, Sanjay Ghai, Scootsy Logistics Private Limited and Bundl Technologies Private Limited





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

**For Khattar Capital International Pte. Ltd.**



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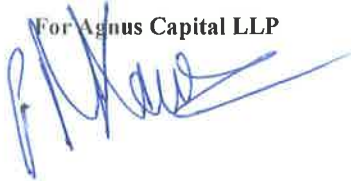
Name: SARDOOL SINGH

Title: Director

*(The remainder of this page has been intentionally left blank)*



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

For Agnus Capital LLP  




Name: KANNAN PR  
Title: DESIGNATED PARTNER

*(The remainder of this page has been intentionally left blank)*



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

**For Sanjay Kalra**



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

**For Rishi Khiani**



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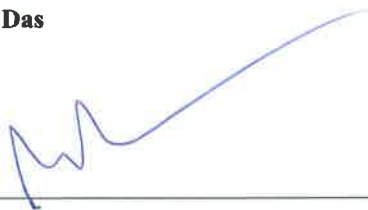
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**IN WITNESS WHEREOF**, each of the aforementioned Parties has signed and executed this Agreement, and all the original copies hereto, on the date first above written.

**For Sandeep Das**



*(The remainder of this page has been intentionally left blank)*



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

**For Sunil Kumar Saraf**



*(The remainder of this page has been intentionally left blank)*



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

For Sanjay Ghai

A handwritten signature in blue ink, appearing to be 'S. Ghai', is written above a horizontal line.

*(The remainder of this page has been intentionally left blank)*



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

**For Scootsy Logistics Private Limited**



Name:

SANDEEP DAS

Title:

DIRECTOR

*(The remainder of this page has been intentionally left blank)*

Signature page to the share purchase agreement dated July 30, 2018 entered between Antfarm Business Incubator Private Limited, Khattar Capital International Pte. Ltd., Agnus Capital LLP, Sanjay Kalra, Rishi Khiani, Sandeep Das, Sunil Kumar Saraf, Sanjay Ghai, Scootsy Logistics Private Limited and Bundl Technologies Private Limited

