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INDIA NON JUDICIAL

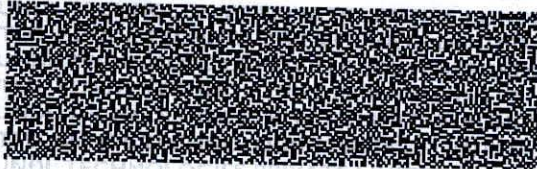
Government of Karnataka

Rs. 600

e-Stamp

Certificate No. : IN-KA94050587105764T
Certificate Issued Date : 29-Dec-2021 05:28 PM
Account Reference : NONACC (FI)/ kacrsf08/ INDIRA NAGAR5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0833057003860850T
Purchased by : Bundl Technologies Private Limitedb
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : Share Subscription Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : Bundl Technologies Private Limited
Second Party : Invesco Emerging Markets Equity Fund LP and other
Stamp Duty Paid By : Bundl Technologies Private Limited
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)

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This e-stamp paper forms an integral part of the Series K Share Subscription Agreement of Bundl Technologies Private Limited dated 20 January 2022

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

SERIES K SUBSCRIPTION AGREEMENT
BUNDL TECHNOLOGIES PRIVATE LIMITED

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SERIES K SUBSCRIPTION AGREEMENT

This **SERIES K SUBSCRIPTION AGREEMENT** is entered into as of 20 January 2022 by and amongst:

- (1) **THE PERSONS** whose names, addresses and other particulars are set out in **Part A** of **SCHEDULE 1** (each hereinafter referred to as an “**Investor**” and collectively as the “**Investors**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns). Brief particulars about the Investors are set forth in **Part A of SCHEDULE 1**;

AND

- (2) **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli Bengaluru Karnataka 560103 (hereinafter referred to as the “**Company**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns). Brief particulars about the Company are set forth in **Part B of SCHEDULE 1**;

The Investor and the Company shall collectively be referred to as the “**Parties**” and individually as “**Party**” wherever the context so permits.

RECITALS:

- A. The Company is involved in the business of, *inter alia*, (i) operating an online marketplace, through its website and application for mobile and handheld devices, that enables transactions between participant restaurants/merchants and customers, and also enabling delivery and other allied services, (ii) running the Swiggy Kitchen, (iii) operating an online marketplace, through its website and application for mobile and handheld devices that enables transactions between vendors of food products and certain other fast moving consumer goods (FMCG), and customers, and also enabling delivery and other allied services with respect to such transactions, and (iv) undertaking business-to-business transactions relating to food and beverage items and certain other FMCG (“**Business**”).
- B. The Company has requested the Investors to invest in the capital of the Company, and in reliance upon the Warranties and indemnities made by the Company, the Investors are desirous of investing in the Company’s capital and subscribing to the Investor Securities. Accordingly, the Investor Securities will be issued to the Investors in accordance with the process laid down under Section 42 and Section 62 (1) (c) of the Act and this Agreement, on the Closing Date.
- C. The Parties are entering into this Agreement to record the terms of subscription on which the Investors will subscribe to the Investor Securities.

FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. **Defined Terms.** As used in this Agreement, the terms and expressions when used with the first letter capitalized as set out in **SCHEDULE 2** shall, unless the context otherwise requires, have the meanings assigned to them in the said Schedule. All capitalized items not defined in the said Schedule shall have the meanings assigned to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes (“”).
- 1.2. **Interpretation.** The rules of interpretation set out in **SCHEDULE 3** shall apply to this Agreement unless the context requires otherwise or as is expressly specified otherwise.

2. **ISSUE OF INVESTOR SECURITIES**

- 2.1. **Execution.** On the date of this Agreement, the Company shall provide the Investors with: (A) certified copies of the resolutions duly passed by the Board of the Company approving the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents, and the transactions contemplated in them; and (B) the Disclosure Schedule in the form of Annexure A acceptable to the Investors.
- 2.2. **Subscription.** Subject to (a) the terms and conditions of this Agreement, and (b) fulfilment of the Company Conditions Precedent to the satisfaction or waiver of the Investor; and in reliance upon the Warranties set out in **SCHEDULE 8** as of the Execution Date and as of the Closing Date, each Investor has agreed to invest their respective portion of the Subscription Amount (“**Relevant Subscription Amount**”) to subscribe to their respective Investor Securities (“**Relevant Investor Securities**”), as set out in Part A of **SCHEDULE 4**, free and clear of all Encumbrances. Upon receipt of the Relevant Subscription Amount by the Company from an Investor, the issue and allotment of the Relevant Investor Securities by the Company to such Investor shall take place on the Closing Date. The issued and paid up capital of the Company on a Fully Diluted Basis as on the Execution Date and upon Closing, assuming complete subscription of the Investor Securities by the Investors, shall be as set out in Part B of **SCHEDULE 4** and Part C of **SCHEDULE 4** respectively.
- 2.3. **Closing.** Upon the fulfilment of the Company Conditions Precedent in accordance with Clause 3.1.1, the Company shall Notify each Investor that all the Company Conditions Precedent have been duly satisfied (“**Company CP Confirmation**”). The Company shall also deliver to each Investor a certificate signed by the Company certifying that the Company Conditions Precedent have been satisfied along with documents evidencing completion of each of the Company Conditions Precedent. Unless otherwise agreed to by the Parties and subject to the Investors verifying the fulfilment of the Company Conditions Precedent to their satisfaction in accordance with this Clause 2.3 read together with Clause 3.2, the actions listed in Clause 4.1, Clause 4.2, Clause 4.3.1 and Clause 4.3.2 (“**Closing**”) shall occur on or before the 15th (fifteenth) Business Day following receipt of the Company CP Confirmation (“**Closing Date**”). For the avoidance of doubt, the obligation of each Investor to proceed to Closing upon satisfaction of the Conditions Precedent shall be several and not joint with the other Investors and each Investor shall be entitled to individually evaluate the Company CP Confirmation and verify the fulfillment of or waive any Company Condition Precedent.
- 2.4. **Form and Payment of the Subscription Amount.** On the Closing Date, the Relevant Subscription Amount payable by each Investor for its Relevant Investor Securities shall be payable by such Investor by wire transfer to the bank account of the Company, as detailed in **Part B** of **SCHEDULE 1** if such Investor has confirmed that the Company Condition Precedent have been fulfilled to its satisfaction. The Parties agree that the remittance of the Relevant Subscription Amount payable by an Investor by

such Investor in the manner set out in this Agreement shall constitute full and final payment by such Investor for its Relevant Investor Securities and shall entitle such Investor to the fully paid-up Relevant Investor Securities free of all Encumbrances. If an Investor transfers an amount in excess of the Relevant Subscription Amount, the Company shall refund the excess to such Investor, immediately and no later than 5 (five) Business Days following Closing (or, if earlier, the date of termination of this Agreement).

- 2.5. **Issue of Investor Securities.** The Company shall issue the Investor Securities in accordance with Section 42, read with Section 62 (1) (c) of the Act, read with the rules notified thereunder. The Company shall take all necessary actions, including requisite filings, for the issuance of Investor Securities in this manner, to the Investor.
- 2.6. **Refund of Subscription Amount.** It is hereby clarified that the Relevant Investor Securities shall be issued by the Company to an Investor only upon the Company receiving the corresponding Relevant Subscription Amount per Part A of **SCHEDULE 4** in full prior to the Long Stop Date. Each Investor shall have the right, but not the obligation, to proceed, and to compel the Company to proceed to Closing, and the Company shall, subject to receipt of the Relevant Subscription Amount from the Investor be obliged to discharge its obligations at Closing, immediately on the date of receipt of the Relevant Subscription Amount. Notwithstanding anything contained herein, in the event that an Investor has remitted its Relevant Subscription Amount but chooses to not proceed to Closing as a result of: (a) breach by the Company of its obligations hereunder, or (b) the inability to proceed with Closing if it is against Applicable Law, or (c) Closing not having occurred within the stipulated timelines, or (d) the Company not having completed the Company Conditions Precedent on or prior to the Long Stop Date, upon the Investor issuing a written notice to the Company requiring that the Relevant Subscription Amount be refunded (“**Refund Notice**”), the Company shall take all necessary actions for refunding the Relevant Subscription Amount within 7 (seven) days from the date of receipt of the Relevant Subscription Amount from the Investor, or the date of the Refund Notice, whichever is earlier.
- 2.7. **Use of Subscription Amount:** For avoidance of any doubt, it is hereby clarified that the Company shall not utilise the Subscription Amount until and unless, the Investor Securities have been validly issued and allotted.
- 2.8. Notwithstanding anything to the contrary, the subscription to the Relevant Investor Securities by each Investor shall be a separate and severally enforceable and terminable transaction in accordance with the terms of this Agreement. Each Investor’s rights and obligations in respect of its respective subscription as provided herein shall be several and independent provided however no Investor shall be obligated to subscribe to the Relevant Investor Securities of another Investor if such other Investor does not subscribe to its Relevant Investor Securities under this Agreement. If Closing is undertaken severally for the Investors, notwithstanding anything to the contrary, the definitions of all relevant capitalized terms, including of the Investors, Closing, Investor Securities and Subscription Amount shall stand automatically amended to exclude the reference of any non-participating Investor and the relevant Closing and portion of the Investor Securities and Subscription Amount applicable to such non-participating Investor.
3. **CONDITIONS PRECEDENT**
- 3.1. **Conditions Precedent to Closing.**

- 3.1.1 **Company Conditions Precedent.** The obligation of each Investor to subscribe to its Relevant Investor Securities in the manner provided in this Agreement, is subject to the fulfilment of the Company Conditions Precedent by the Company, to the satisfaction or waiver of the Investor in accordance with Clause 2.3 and 3.2.
- 3.2. **Waiver of Conditions.** Notwithstanding anything contained elsewhere in this Agreement, each Investor shall have the right, at its sole discretion and with respect to its own obligation to invest, to waive any of the Company Conditions Precedent, by Notification to the Company except to the extent of any mandatory requirements under Applicable Law. Such Investor may also, in lieu of performance of any of the Company Conditions Precedent to Closing, require that such of the Company Conditions Precedent be treated as Conditions Subsequent and are performed within such period after Closing as it may direct, except to the extent of any mandatory requirements under Applicable Law.
- 3.3. **Long-Stop Date.** Subject to Clause 2.3 and 3.2, the Company shall use best endeavours to ensure that Company Conditions Precedent are completed to the satisfaction of the Investors, no later than 15 (fifteen) Business Days prior to the Long Stop Date. Closing shall occur on or before the end of 60 (sixty) Business Days from the Execution Date in accordance with Clause 2.3, or such extended period as the Investors and the Company may mutually agree ("**Long Stop Date**"), failing which, this Agreement may be terminated by the Investors, as provided in Clause 7.2 acting severally.
- 3.4. Upon termination of this Agreement prior to the Closing Date or the Long Stop Date for any reason whatsoever, including for reasons stated under Clause 7, the relevant Investor(s) and the Company, shall be relieved and discharged from all *inter se* liabilities hereunder other than in respect of Clause 6.8 (Confidentiality), Clause 8.1 (Governing Law and Jurisdiction), Clause 8.3 (Notices), Clause 8.6 (Dispute Resolution) and Clause 8.10 (Expenses), which shall survive termination of this Agreement, provided that such termination of this Agreement shall (a) be without prejudice to any rights or liabilities that have accrued prior to such termination and (b) not affect the rights and obligations of the Investors that have not exercised the right of termination under Clause 7. Until such time as this Agreement is terminated in accordance with the provisions hereof, the Company shall continue to make best efforts to ensure that all of the Company Conditions Precedent are completed to the satisfaction of the other Parties.

4. **CLOSING EVENTS AND POST CLOSING COMPLIANCES**

- 4.1. **Closing Board Actions.** On the Closing Date, each Investor shall commence wires for the remittance of its Relevant Subscription Amount to the designated bank account of the Company, as detailed in **Part B** of **SCHEDULE 1** and simultaneously upon receipt of the Subscription Amount into the designated bank account of the Company, as detailed in **Part B** of **SCHEDULE 1**, the Company shall, in a meeting of the Board approve:
- 4.1.1. the allotment of the Investor Securities to the Investors in the manner set out in Part A of **SCHEDULE 4**;
- 4.1.2. making of necessary entries in the Company's register of members, reflecting the Investors as the holders of the Investor Securities set out against their names in Part A of **SCHEDULE 4** and deliver to the Investor a true extract, duly certified by a Director, of the updated register of members reflecting the issue and allotment of the Investor Securities to the Investors and issuance of the original duly stamped and executed share certificate(s) evidencing the issue and allotment of the respective Investor Securities to each Investor;
- 4.1.3. the adoption of the Restated Articles, subject to Shareholders' approval at a duly convened extraordinary general meeting;

- 4.1.4. convening of an extraordinary general meeting of all its Shareholders at shorter notice to approve the matters set out in Clause 4.2 below and to issue notice to the Shareholders in respect of such meeting; and
- 4.1.5. approving / authorizing any other matters ancillary or incidental to any of the above.
- 4.2. **Shareholders' Actions.** On the Closing Date, the Company shall, in a meeting of its Shareholders (which may be convened at shorter Notice), seek approval for adoption of the Restated Articles.
- 4.3. On the Closing Date:
- 4.3.1. the Company shall deliver to the Investors, a certificate executed by an officer of the Company dated as of the Closing Date, certifying that:
- (a) there has been no Material Adverse Effect on the Company's business as on the Closing Date;
 - (b) the Warranties are true, accurate and complete in all respects as on the Closing Date;
 - (c) it has obtained all approvals (including all corporate and regulatory approvals) as may be required by it to perform its obligations under this Agreement; and
 - (d) the Company has conducted the Business in the Ordinary Course of Business and has complied with the obligations imposed under Clause 6.4 and **SCHEDULE 5** of this Agreement from the Execution Date until the Closing Date.
- 4.3.2. the Company shall:
- (a) file Form PAS-3 (or any other such form by whatever name called, under Applicable Law) with the relevant RoC in relation to the allotment of Investor Securities and any other filings to be made relating to the actions undertaken at the Closing Date, including for adoption of the Restated Articles and provide receipts evidencing such filings to the Investor;
 - (b) update its register of members reflecting each Investor as the holder of its respective Investor Securities; and deliver to such Investor certified true extracts of the updated register of members reflecting the issue and allotment of the relevant Investor Securities to such Investor;
 - (c) issue a duly stamped and executed letter of allotment evidencing the issue and allotment of the respective Investor Securities to each Investor (which letter shall set out the details of the number of Investor Securities, the distinctive numbers of the respective Investor Securities and the time period within which the Investor Securities shall be allotted in dematerialised form to the relevant Investor which elects to subscribe to the Investor Securities in dematerialised form);
 - (d) deliver to each Investor intending to be issued its Relevant Investor Securities in physical form, on the Closing Date, electronic copies of duly executed and stamped share certificates in respect of its respective Investor Securities followed by delivery of the originals of the share certificates to the Investor, no later than 7 (seven) Business Days from the Closing Date; and

- (e) deliver to each Investor certified true copies of (i) the Form PAS-3 (or any other such form by whatever name called, under Applicable law) filed with respect to the allotment of its respective Investor Securities; (ii) the updated register of members of the Company; (iii) the closing Board resolutions passed on the Closing Date; (iv) the closing Shareholders' resolution passed on the Closing Date; and (v) a copy of the Restated Articles adopted by the shareholders on the Closing Date.

- 4.4. Notwithstanding anything to the contrary set out in Clause 4.3 above, in the event that the Company receives notice from an Investor in writing ("**Demat Notice**") prior to the Closing Date, of a request for its respective Investor Securities to be issued to the Investor in dematerialised form, the Company shall undertake all steps as may be necessary to issue the relevant Investor Securities to the Investor in dematerialised form. Without prejudice to the generality of the foregoing, subject to receipt of the Demat Notice by the Company, (i) the Company shall provide the Investor with a certified true copy of the duly executed and stamped irrevocable instructions sent by the Company to the relevant depository for the credit of the relevant Investor Securities to the Investor's designated demat account (details of which shall have been provided to the Company as part of the Demat Notice or otherwise separately in writing prior to the Closing Date) ("**Designated Demat Account**"), and (ii) the Company shall ensure that the relevant Investor Securities are credited into the Designated Demat Account at the earliest and no later than 7 (seven) Business Days from the date of allotment of Investor Securities. For the avoidance of doubt, Invesco Entities, IIFL Entities, Axis, Kotak, Ghisallo, Segantii and MO Investors have as on the Execution Date elected to receive their respective Investor Securities in dematerialised form and the Company shall issue the relevant Investor Securities to the aforementioned Investors in dematerialised form in the manner set out in this Clause 4.4 without the requirement of any Demat Notice.

The Company acknowledges and agrees that Closing (with respect to an Investor) shall be deemed to have occurred when each of the activities listed in Clause 4.1, 4.2, 4.3 have been completed with respect to such Investor and the Closing Date with respect to such Investor) shall be deemed to be the date on which the last of the actions specified in the foregoing Clauses are completed. Where an Investor elects to be allotted the Investor Securities in dematerialised form, the Closing (with respect to such Investor) shall not have occurred till the time the Investor Securities are allotted in dematerialised form to such Investor, and the Closing Date (with respect to such Investor) shall be deemed to be the date when the Investor Securities are allotted to such Investor in dematerialised form.

5. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

- 5.1. **Warranties of the Company.** As a material inducement to the Investors to invest the Subscription Amount into the Company, the Company warrants to each Investor that, except as Disclosed in the Disclosure Schedule and the updated Disclosure Schedule, the Warranties are all true and correct in every respect as of the Execution Date, and further warrants that they shall be true and correct on and as of the Closing Date. It is agreed and understood that the Warranties in **SCHEDULE 8** shall be read and interpreted in conjunction with the relevant provisions of the Disclosure Schedule and the updated Disclosure Schedule, as the case may be and to the extent an exception to a Warranty is Disclosed in the Disclosure Schedule and the updated Disclosure Schedule, as the case may be and indicated as an exception to that particular Warranty, such exception shall not constitute a breach of the Warranty against which such specific disclosure has been made. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, (i) the Disclosure Schedule and the updated Disclosure Schedule shall not qualify, limit, exempt, reduce, or act as an exception towards any Fundamental Warranty, and (ii) the updated Disclosure Schedule shall not qualify or otherwise limit any Warranty provided as on the Execution Date and shall only contain disclosures in relation to events that have

occurred between the Execution Date and the period ending 2 (two) days prior to the Closing Date, and not for any event that has occurred prior to the Execution Date.

- 5.2. The Parties agree and acknowledge that each of the Warranties shall be separate and independent and shall be limited only by the specific Disclosures set out in ANNEXURE A in reference to the relevant Warranty in SCHEDULE 8. It is clarified that the Disclosures set out in ANNEXURE A shall be effective not only against the Warranty that has been specifically referenced to thereunder, but will also be interpreted or deemed to be disclosed with respect to any other Warranty to the extent that such Disclosure corresponds to the subject matter of the Warranty disclosed against so long as such correspondence is reasonably apparent on its face (*provided that*, no such Disclosures shall be deemed to be made against any Fundamental Warranties). Subject to the specific disclosures under ANNEXURE A, the Parties further agree that an Investor shall have the right to make a Claim for breach of any Warranty whether or not the Investor, prior to execution or subsequently, has or could have discovered (whether by any investigation made by it or on its behalf into the affairs of the Company, the Group Companies or otherwise) that any Warranty has not been complied with or carried out, or is otherwise untrue or misleading which are acknowledged and approved by the Investors in writing.
- 5.3. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that for the purposes of the Transaction Documents and the transactions contemplated in this Agreement, there shall be no presumption of knowledge imputed to an Investor and the Investor shall be entitled to completely rely on the Warranties, subject to the specific Disclosures set out in ANNEXURE A, of the Company.
- 5.4. **Warranties of the Investor.** Each Investor severally (and not jointly nor jointly and severally) represents and warrants to the Company that, with respect to itself, as of the Execution Date and the Closing Date, it has obtained the requisite approvals necessary to subscribe to the Investor Securities. Further, each Investor severally warrants to the Company that, with respect to itself, as of the Execution Date and the Closing Date (unless otherwise specified hereunder):
- 5.4.1. it has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and thereby and to perform its obligations under this Agreement, and any other agreements contemplated hereby and thereby;
- 5.4.2. the execution, delivery and performance by it of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate actions by it and shall constitute a valid and legally binding obligation, enforceable against it in accordance with the terms hereof;
- 5.4.3. it is not insolvent within the meaning of Applicable Law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due;
- 5.4.4. no administrator or any receiver or manager has been appointed by any Person in respect of any Investor nor any of its Assets and no steps have been by the Investor taken to initiate any such appointment and no voluntary arrangement has been proposed; and
- 5.4.5. where the Investor is not a Shareholder as on the Execution Date, subject to any change in Applicable Laws after the Execution Date, the Investor is eligible to acquire its respective Investor Securities pursuant to Press Note 3 of 2020 dated April 17, 2020, issued by the FDI Policy Section, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India, as incorporated in the Foreign Exchange

Management (Non-debt Instruments) Rules, 2019, and any subsequent notifications in relation thereto

5.5. **Indemnity by the Company**

5.5.1. The Company (“**Indemnifying Party**”) agrees to indemnify, defend and hold harmless, each Investor, its Affiliates and all their respective directors, officers and employees (who are in any manner associated with the transactions contemplated herein) (each, an “**Indemnified Party**”) to the fullest extent permitted by Applicable Law from and against any and all Damages suffered or incurred by the Indemnified Party directly or indirectly in connection with or arising out of (i) breach of any Warranty (except as Disclosed), representation, covenant or agreement by the Company as contained in this Agreement, or (ii) any fraud, gross negligence or wilful misconduct by the Indemnifying Party (each of the abovementioned an “**Indemnity Event**”), subject to Closing occurring with respect to the relevant Investor (other than in respect of any indemnity available to an Indemnified Party on account of a breach by the Company of Clause 2.6, which shall apply even prior to Closing). The Parties acknowledge that any Damages whatsoever, incurred or suffered by the Company on account of an Indemnity Event shall be deemed to be the Damages incurred or suffered by an Investor in proportion to its shareholding at the relevant time for the purpose of this Clause. Further, subject to Clause 5.7, the obligation of the Indemnifying Party to indemnify pursuant to this Clause 5 shall arise immediately upon the Indemnified Parties incurring or suffering any Damages pursuant to a Claim.

5.5.2. The rights accorded to an Indemnified Party under this Agreement shall be in addition to any rights that any Indemnified Party may have at common law, in equity or otherwise (including under other agreements entered into with the Company and/or the Founders (“**Existing Indemnities**”)); provided, however, that the Indemnified Party shall not make a Claim for Damages under this Clause 5.5 for any Claim for which it has already been expressly and fully compensated by the Indemnifying Party in pursuance of this Clause 5.5 or in common law, equity or otherwise. The overall liability of the Company under this Agreement, towards any Investor which has the benefit or the right to seek recourse under any Existing Indemnities, shall be aggregated with the liability of the Company under such Existing Indemnities and such Investor shall not be prejudiced under this Agreement on account of making a claim for indemnity under any Existing Indemnities and shall be entitled to be indemnified and held harmless to the full extent of the Damages suffered or incurred by it, in accordance with the terms of this Agreement and the Existing Indemnities.

5.5.3. The Indemnifying Party shall do all such acts and deeds as may be necessary to give effect to the provisions of this Clause 5.5, including obtaining in a timely manner all applicable consents and governmental approvals.

5.6. **Limitation on Liability.** Notwithstanding anything contained in this Agreement, the liability of the Indemnifying Party in respect of Claims pursuant to this Clause 5, save for Claims in connection with or arising out of any gross negligence, willful misconduct, fraud or breach of any of the Fundamental Warranties by the Company, shall be subject to the limitations set out in **SCHEDULE 9**, provided that paragraph 1.3 of **SCHEDULE 9** will apply to any Claim in connection with a breach of Fundamental Warranties by the Company.

5.7. **Third Party Claim**

- 5.7.1. Where an Indemnified Party has received Notice of any Claim or becomes aware of any matter which may result in a Claim from any other Person (“**Third Party Claim**”), such Indemnified Party shall within 30 (thirty) days of receiving such Notice or becoming aware of any Third Party Claim, give written notice of such Third Party Claim to the Indemnifying Party in reasonable detail in light of the circumstances then known to the Indemnified Party (“**Third Party Claim Notice**”); provided that the failure of such Indemnified Party to provide such notice shall not relieve the Indemnifying Party of its obligations under Clause 5 of this Agreement.
- 5.7.2. Upon receipt of the Third Party Claim Notice, the Indemnifying Party shall be obligated to undertake necessary legal actions to defend the Claim or take such action as may be best suitable in the circumstances with counsel reasonably satisfactory to the Indemnified Party, at such Indemnifying Party’s sole expense. Notwithstanding the foregoing, the Indemnified Party may, (i) at its own expense, retain separate counsel to participate in such defence or any negotiations or settlement thereunder or (ii) in the event the Indemnifying Party fails to assume such defense within the period set out in Clause 5.7.3 (i) below, the Indemnified Party may assume the defense or compromise such Third Party Claim by itself, in which case: (a) the Indemnifying Party shall remain liable to the Indemnified Parties for the costs and expenses of such Third Party Claim including all court costs and payment of any interim amounts; (b) the Indemnified Party shall have the right to contest, settle, compromise or otherwise dispose of such Third Party Claim without the consent of the Indemnifying Party.
- 5.7.3. The Indemnifying Party shall make the indemnity payment in cash (or such other manner agreed in writing between the Indemnified Party and Indemnifying Party) to the Indemnified Party upon occurrence of earlier of the following: (i) the Indemnifying Party failing to assume defence within 10 (ten) days from the receipt of the Third Party Claim Notice or such other period within which such defense ought to be assumed to comply with requirements mandated by the third party claimant’s notice (where the third party claimant is a Governmental Authority) or otherwise as required under Applicable Law; or (ii) the Indemnifying Party having assumed the defence of the Third Party Claim, where a payment obligation under a Third Party Claim becomes due and payable including pursuant to a judgement, order by any Governmental Authority or arbitral award, in each case, which is not subject to any stay or other legal suspension or postponement, or a settlement or compromise having been consummated. Provided however that during the process of defense of the Third Party Claim, if the Indemnified Party is required to incur any costs/expenses (including but not limited to pursuant to a notice from any Governmental Authority or interim order passed by a court of law requiring the payment of whole or in part of the Third Party Claim), the Indemnifying Party shall immediately upon receipt of a notice from the Indemnified Party in this regard, remit the said amounts to the Indemnified Party, subject to receipt of documents evidencing such amounts being payable, or otherwise discharge such Third Party Claim (as per the instructions of the Indemnified Party).
- 5.7.4. The Indemnifying Party agrees that it will not, without the prior written consent of the Indemnified Party: (i) make any payment to the relevant third party; (ii) consent to the entry of any judgment; (iii) enter into any settlement, with respect to any such Third Party Claim; and/or (iv) make any filings or written submission, whether independently or in response to any request or requirement to make such submission with any other third party including a Governmental Authority, with respect to the Third Party Claim.

- 5.8. Notwithstanding anything contained in Clause 8.13, and subject to Clause 5.6, any compensation or indemnity to be paid by the Indemnifying Party in terms of this Clause 5, shall be grossed up for such amount as to place the Indemnified Party in the same position as it would have been if there had not been any Damages to the Indemnified Party. Such indemnity or compensation shall be made free and clear of and without any Tax deduction unless such Indemnifying Party is required to make a Tax deduction or if an Indemnified Party is subject to Tax in respect of such payment, in which case the sum payable by the Indemnifying Party (in respect of which such tax deduction is required to be made) shall be increased to the extent necessary to ensure that such Indemnified Party receives a sum net of any deduction or withholding or Tax equal to the sum which it would have received had no such Tax deduction or Tax had been made or required to be made.
- 5.9. The indemnification rights accorded to an Indemnified Party under this Clause 5 shall be the sole and exclusive monetary remedy available to such Indemnified Party in relation to the Indemnity Events, but are without prejudice and in addition to all non-monetary rights and reliefs that the Indemnified Party may be entitled under Applicable Law, in equity or otherwise, in relation to the relevant Indemnity Event, all of which are preserved and remain unqualified.

6. **COVENANTS**

- 6.1. **Use of Subscription Amount.** Unless otherwise agreed to by the Investors in writing, the Subscription Amount shall be utilized by the Company for working capital, capital expenditure, and other general corporate purposes in accordance with the Business Plan. The Company will not directly or indirectly use the proceeds of the Subscription Amount, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person for the purpose of funding or facilitating any activities or business of or with any person towards any sales or operations in Cuba, Iran, Syria, the Democratic People's Republic of Korea, Crimea or any other country sanctioned by OFAC from time to time or for the purpose of funding any operations or financing any investments in, or make any payments to, any person targeted by or subject to any Sanctions. The use of proceeds will be in compliance with and will not result in the breach by any Relevant Person of the Sanctions; and the Company further covenants not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions by any Person.
- 6.2. **Group Transactions.** During the period between the Execution Date and Closing Date, all the transactions between the Company, the Group Companies and the Founders, and their respective Related Parties shall be conducted on an arm's length basis in accordance with Applicable Laws for *bona fide* commercial considerations.
- 6.3. **Conduct before Closing.** The Company shall not, during the period between the execution of this Agreement and until Closing, and without the specific prior written consent of such Investors that have (in aggregate) agreed to invest more than 50% of the aggregate Subscription Amount under this Agreement, take any actions set out in **SCHEDULE 5**.
- 6.4. **Warranties.** The Company undertakes to promptly Notify the Investors in writing if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the Warranties to become untrue or inaccurate or misleading in any material respect; or if there has been a Material Adverse Effect or an event has occurred or threatened that may result in such Material Adverse Effect. The Parties agree that the disclosures made in respect of the Warranties in **ANNEXURE A** are complete and final as of the Execution Date and the Company may only provide an updated Disclosure Schedule as on the Closing Date, as to the disclosures already contained therein (so long as such already contained disclosures continue to be exceptions to the Warranties which are provided by the Company as on the Closing Date) and with

respect to matters arising in the first instance after the Execution Date (and, for the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, such updated Disclosure Schedule shall not qualify or otherwise limit any Warranty provided as on the Execution Date) which updated Disclosure Schedule shall be deemed to replace the Disclosure Schedule provided as of the Execution Date and be incorporated by reference in ANNEXURE A. Provided however that the Investor may at its discretion accept such updated Disclosure Schedule and the Closing will be conditional on the Investor accepting the updated Disclosure Schedule. The Company shall not be entitled to update the Disclosure Schedule at any time after the Closing Date.

- 6.5. **Support and Co-operation.** The Company agrees to provide the Investors all necessary support, co-operation and assistance in obtaining regulatory approvals, if any required, in connection with its investment in the Company.
- 6.6. **Conditions Subsequent.** The Company shall duly complete and satisfy, to the satisfaction of the Investors, all actions set forth in SCHEDULE 7 that are required to be completed and satisfied within the time frame identified therein at the cost of the Company.
- 6.7. **Confidentiality.** Each of the Parties shall, and shall ensure, to their best efforts that their respective employees, directors, successors, assigns and representatives maintain confidentiality, regarding the contents of this Agreement, information pertaining to the other Parties, and the Business and affairs of the Company except:
- (i) to the extent that such information is in the public domain other than by breach of the provisions of this Clause 6.7; or
 - (ii) to the extent the disclosure is approved in writing by the Party providing the confidential information; or
 - (iii) to the extent that such information is required to be disclosed (a) by any Applicable Law; or (b) to any Governmental Authority to whose jurisdiction such Party is subject or with whose instructions it is customary for the Party to comply, or whose approval is required to consummate the transactions contemplated under this Agreement; or
 - (iv) to the extent that any information is later acquired by such Party from a source not obligated to any other Party hereto or its Affiliates, to keep such information confidential; or
 - (v) to such Party's Affiliates, limited partners, shareholders, investors, employees, directors or professional advisers (including auditors), co-investors, transferees or bankers, lenders, financing sources, third party rating agency or similar professional agency to whom such financing source requires disclosure (and their respective advisors and representatives) and any potential purchaser of Shares or Assets of the Company (or the employees, directors, advisors of such party or any of the aforementioned persons), provided that each such Party shall procure that all such employees, directors or professional advisors treat such information as confidential and are under appropriate non-disclosure obligations which are no less onerous than the obligations contained herein; or
 - (vi) to the extent that any of such information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto; or
 - (vii) to the extent that any information, materially similar to the information proposed to be disclosed has been independently developed by such Party without reference to any information furnished by any other Party hereto,

provided that, the confidentiality provisions in this Clause 6.7 shall override/supersede any prior confidentiality obligations entered into by any Investor in relation to the transactions contemplated under this Agreement.

The Company agrees that any non-disclosure agreements entered into between the Company and any Investor stands terminated and all confidentiality obligations thereunder including any residual obligations, if any, stand superseded with the obligations under this Clause 6.7 and any other confidentiality obligations under the Shareholders Agreement.

- 6.8. **Publicity.** Any press release or public announcement or disclosure of the Investor's investment into the Company and affairs of the Company, whether by the Investor or the Company, shall be made subject to the form and content thereof being approved in writing by the Investors and the Company prior to the release. It is clarified that, each Investor and each member of its Group (i.e., any direct or indirect parent undertaking or any direct or indirect subsidiary undertaking of the Investor from time to time) shall be entitled on their own website, and in their press statements, presentations, reports, conferences, interviews and marketing materials to: (a) reference the Group Companies' name; (b) reference the Group Companies' company logo; (c) provide a brief description of the Group Companies and their businesses based on publicly available sources published by the Group Companies; and (d) the Investor's investment in the Group Companies; in each case, without seeking the Group Companies' prior written consent.
- 6.9. **Foreign Direct Investment Regulation Compliance.** The Company shall not do any act that would cause the Investors to require any approval(s) from Governmental Authorities to make the investment proposed under the Agreement, to maintain the investment, to make a further investment, or to Transfer any securities of the Company held by the Investors.
- 6.10. **More Favourable Rights.** The Company represents and warrants to each Investor that as of the date of this Agreement, it has not entered into any separate agreement or side letter which continues to remain valid and binding, or has agreed to enter into any separate agreement, with any other Shareholder or Affiliate of a Shareholder, except for the Transaction Documents, the Series I-3 Subscription Agreement, and employment agreements executed in the Ordinary Course of Business. The Company agrees and covenants to promptly notify (and provide a copy to) the Investors if any Shareholder or Affiliate of a Shareholder or any other investor in the Company (including those who have subscribed to/agreed to subscribe to Series I-3 CCPS and/or Series K CCPS) or Affiliate of such investor has entered into or enters into any separate agreement or side letter with the Company or any of its subsidiaries or any Founder; provided that other than any information in relation to the Company that may be reasonably requested by any Investor for purposes of compliance with any Applicable Laws, the Company shall not enter into any separate agreement, arrangement or commitment or amend any existing agreement/ arrangement that provides any rights, terms or privileges that are more favourable than or in addition to any rights, terms or privileges set forth in the Transaction Documents as of the date hereof, without the prior written consent of the Investors.

7. **TERMINATION**

- 7.1. **Term.** This Agreement shall come into effect on the Execution Date and shall remain valid and binding until terminated in accordance with Clause 7.2 below.
- 7.2. **Termination by the Investor.** This Agreement may be terminated, at the option of an Investor with respect to itself (and the corresponding obligations of the Company to such Investor), prior to the Closing Date, in the event of any of the following:

- 7.2.1. failure by the Company to ensure that the Closing occurs within the period set forth in Clause 3.3 above;
 - 7.2.2. refusal by the Investor to accept any of the contents of the updated Disclosure Letter;
 - 7.2.3. material breach or default by the Company in the performance of any of its/ their obligations under this Agreement; and / or
 - 7.2.4. occurrence of a Material Adverse Effect prior to the Closing Date.
- 7.3. **Termination by Investor.** It is clarified that in the event of termination of this Agreement by an Investor pursuant to Clause 7.2, subject to Clause 3.3, this Agreement shall stand forthwith terminated with respect to such Investor and the Company (to the extent of its arrangements with the relevant Investor), and such termination shall be without prejudice to the rights and obligations of the Parties to this Agreement. Provided that a termination of this Agreement by an Investor shall not affect the rights of the other Investors under this Agreement, including the right to cause the consummation of the transactions contemplated at Closing in so far as they relate to the remaining Investors.
- 7.4. Notwithstanding what is mentioned in Clauses 7.2 and 7.3, but subject to Clause 3.3, in the event that the Investor does not perform its obligations under Clause 4.1 of this Agreement, then with effect from the Long Stop Date, this Agreement shall stand forthwith terminated with respect to such Investor, without prejudice to the rights and obligations of the other Parties to this Agreement.
- 7.5. In respect of either of Lathe and QIA, in the event that this Agreement is terminated with respect to any other Investor, or if the Sumeru SSA is terminated prior to Closing, then the Subscription Amount to be invested by it, and the Investor Securities to be issued to it, as set out in Part A of **SCHEDULE 4**, shall consequently be reduced pro rata, taking into account the reduced aggregate of the total Subscription Amount and the Sumeru Subscription Amount, and the reduced total number of Investor Securities and Sumeru Securities to be issued, and all references in this Agreement to Series K CCPS, Investor Subscription Amount, Investor Subscription Securities, Relevant Investor Subscription Amount and Relevant Investor Subscription Securities shall be adjusted accordingly, to take into account the reductions mentioned above, unless a written notice is received by the Company from the relevant Investor confirming its intent to proceed with the investment unchanged. The Company undertakes (i) that the terms of investment offered in the Sumeru SSA shall not be more favourable to the investors thereunder than those set out for Investors in this Agreement and (ii) to promptly notify the Investors in case the Sumeru SSA is terminated prior to Closing.
- 7.6. **Accrued rights and obligations.** In the event of termination of this Agreement, all rights and obligations of the Parties with respect to the relevant Investor under the Transaction Documents shall cease immediately. However, termination shall not affect a Party's accrued rights and obligations as on the date of termination. Provided further that the rights and obligations of any Investor who is already a shareholder in the Company as on the date of such termination shall continue (including such rights and obligations as provided under the Transaction Documents), to the extent of its shareholding as on date of such termination.
- 7.7. **Survival.** The Parties expressly agree that the provisions of Clause 1 (Definitions and Interpretation), Clause 5 (Representations, Warranties and Indemnities), Clause 6.8 (Confidentiality), Clause 8.1 (Governing Law and Jurisdiction), Clause 8.3 (Notices), Clause 8.6 (Dispute Resolution) and Clause 8.10 (Expenses) shall survive the termination of this Agreement.

8. **MISCELLANEOUS**

- 8.1. **Governing Law and Jurisdiction.** The Agreement shall be governed by and be construed in accordance with the laws of India and subject to Clause 8.6 below, the courts at Bengaluru, India shall have exclusive, supervisory jurisdiction on all matters arising in connection with this Agreement, without regard to the principles of conflicts of laws.
- 8.2. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon the successors, permitted assigns, heirs, executors and administrators of the Parties. This Agreement and the rights and/or obligations herein may be assigned and novated by an Investor to (i) any Person(s) to whom its Investor Securities are sold in accordance with the terms of the Transaction Documents, (ii) its Affiliates, with or without the transfer of any Investor Securities, and (iii) any Person (s) not covered under (i) and (ii) above with prior written consent of the Company. This Agreement and the rights and obligations herein may not be assigned by the Company without the consent of the Investors. All the costs which may arise as a result of any assignment shall be the sole liability of the assigning Party.
- 8.3. **Notices.**
- 8.3.1. Unless otherwise provided herein, all notices, requests, waivers and other communications (“**Notices**”) shall be made in writing, in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated) to the addresses, email addresses or fax numbers set out in **SCHEDULE 1**, unless such details are changed by Notice in accordance with this Agreement.
- 8.3.2. Notwithstanding the provisions of Clause 8.3.1 above, each notice, demand or other communication given to an Investor under this Agreement shall be in writing and delivered or sent to the Investor at its addresses or email address set out in **SCHEDULE 1** (or such other address or email address as the Investor has by 5 (Five) Business Days’ prior written notice specified to the Company). Any notice, demand or other communication so addressed to the Investor shall be deemed to have been delivered (subject to the immediately following sentence): (i) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party, (ii) if delivered by international courier service, on the 2nd (second) Business Day following receipt; or (iii) if given by email, upon confirmation of transmission being recorded on the server of the Party sending the communication, unless the Party receives a message indicating failed delivery. Pursuant to the dispatch of the notice by delivery in person or international courier service, as above, notice, demand or communication so addressed to the Investor shall only be deemed to have been delivered if the Party sending the notice shall have also emailed the contents of the entire notice to the Investor at the email addresses set out in **SCHEDULE 1** in accordance with paragraph (iii) above. Notices shall be deemed effective if given on a Business Day, in the manner prescribed in this Clause, by 1:30 p.m. in the place of receipt or on the following Business Day if completed after 1:30 p.m. in the place of receipt.
- 8.4. **Waivers, Delays or Omissions.** No delay or omission in exercise of any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

8.5. Severability.

- 8.5.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the Parties shall not be materially and adversely affected thereby, (a) such provision or part thereof shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law.
- 8.5.2. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

8.6. Dispute Resolution.

- 8.6.1. All disputes, differences or claims arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, performance, termination, or alleged breach shall be resolved by binding arbitration by the Singapore International Arbitration Centre.
- 8.6.2. The arbitration shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”), as amended from time to time, which rules are deemed to be incorporated by reference into this Clause.
- 8.6.3. The arbitration panel shall consist of 3 (three) arbitrators, appointed in accordance with the SIAC Rules.
- 8.6.4. The seat or legal place and venue of arbitration shall be Bengaluru, India and all proceedings shall be conducted in the English language.
- 8.6.5. All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding.
- 8.6.6. Deposits to cover the costs of arbitration shall be shared equally by the parties thereto. The award rendered by the arbitration tribunal shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such parties.
- 8.6.7. Subject to Applicable Law, the award rendered by the arbitration tribunal shall be final and conclusive on the Parties to the arbitration and shall be subject to forced execution in any court of competent jurisdiction.
- 8.6.8. Nothing shall preclude either Party from seeking interim equitable or injunctive relief in accordance with Clause 8.1, from competent courts having jurisdiction to grant interim relief on any disputes or differences arising from this Agreement. The pursuit of such interim equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause 8.6.

- 8.6.9. Without prejudice to Clauses 8.6.1 to 8.6.8, in the event of any dispute arising between any of the Parties hereto, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding any question (including the question as to whether the termination of this Agreement by any Party hereto has been legitimate) the Parties hereto may (but shall not be bound to) attempt to settle such dispute amicably. It is clarified that no attempt to bring about an amicable settlement under this Clause 8.6.9 shall prejudice the right of any one or more Parties to refer the matter, at any time (which may include any time during the period of an attempted amicable settlement), to arbitration in accordance with Clauses 8.6.1 to 8.6.8.
- 8.7. **Amendments.** The Agreement may be amended with the written consent of all of the Parties.
- 8.8. **Cumulative Remedies.** All the remedies, either under this Agreement or by Applicable Law or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges or remedies provided by this Agreement, Applicable Law or otherwise. 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.
- 8.9. **Entire Agreement.** This Agreement together with all the Schedules and Annexures hereto forms a single Agreement between the Parties hereto. The Transaction Documents constitute the entire understanding between the Parties with regard to the subject matter hereof and thereof and supersede any other agreement between the Parties relating to the subject matter hereof and thereof.
- 8.10. **Expenses.** Notwithstanding anything contained in this Clause, the Company shall bear all Tax and stamp duty payments (payable in Bangalore) in relation to the transactions contemplated in the Transaction Documents including for the issue and allotment of Investor Securities (whether in physical or dematerialised form). Subject to the preceding sentence, each Party shall bear its own expenses for undertaking the transactions under this Agreement and executing this Agreement and the Deed of Adherence to the Shareholders' Agreement (for the sake of clarity this includes the fees for the negotiations and advisory services other than the diligence).
- 8.11. **Specific Performance.** This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate 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. Termination of this Agreement shall be without prejudice to all rights and remedies under Applicable Law or equity available to the non-defaulting Party including the right to seek indemnity for the breach from the defaulting Party.
- 8.12. **Further Actions.** The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.
- 8.13. **Payments.** All amounts payable under this Agreement shall be in accordance with Applicable Law, and (subject to Clause 5.8) subject to withholding of applicable Taxes.
- 8.14. **Relationship between Parties.** Except as stated specifically in this Agreement, the Parties are independent contractors. Nothing in this Agreement or in any document referred to in it shall constitute any of the Parties as a partner or agent of the other, nor shall the execution, Closing and implementation

of this Agreement confer on any Party any power to bind or impose any obligation on any other Party or to pledge the credit of any other Party.

- 8.15. **Valid Execution.** The exchange of a fully executed version of this Agreement (in counterparts or otherwise) by electronic transmission in PDF or any other format shall be sufficient to bind the Parties to the terms and conditions of this Agreement and no exchange of physical copies is necessary. The Parties irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the Parties agree that this Agreement, or any part thereof, shall not be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.
- 8.16. **Counterparts.** The Agreement may be executed and delivered in any number of counterparts each of which shall be an original.

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SCHEDULE 1: DETAILS OF PARTIES**PART A: Investors**

Sr. No.	Name of the Investor	Particulars
1	(i) Invesco Developing Markets Fund through OFI Global China Fund LLC (ii) Invesco Emerging Markets Equity Trust (iii) Invesco Emerging Markets Equity Fund, LP (i), (ii) and (iii) above collectively referred to as “ Invesco Entities ”	Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com Address: 11 Greenway Plaza, Suite 1000, Houston, Texas 77046 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com Address: 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309 Attention: Senior Emerging Markets Business Strategist Cc: Head of Legal--Americas Email: aroon.balani@invesco.com
2	Alpha Wave Ventures II, LP (“ AWV II ”)	Address: Maples and Calder, P. O. Box 309, Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands Email: notices.awvii@alphawave.com with a cc to: scarpenter@alphawaveglobal.com Attention: Scott Carpenter <u>With copies (which will not constitute notice and shall necessarily include copies by email) to:</u> Name: Alpha Wave Global, LP Address: 660 Madison Avenue, 19th Floor, New York, NY 10065, USA Email: notices.awvii@alphawave.com
3	Baron Emerging Markets Fund having its registered address at 767 Fifth Avenue, 49th Floor, New York, NY 10153 (“ Baron ”)	Address: 767 Fifth Avenue, 49 th Floor, New York, NY 10153 Email: ppatalino@baronfunds.com; ktreglia@baronfunds.com Attention: Legal Department
4	Kotak Pre-IPO Opportunities Fund (a scheme of Kotak Alternate Assets Fund II), a category II alternative investment fund registered with the Securities and Exchange Board of India (“SEBI”)	Address: 27 BKC, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 Email: dhiraj.rajendran@kotak.com Attention: Mr. Dhiraj Rajendran

	as per the provisions of SEBI (Alternative Investment Fund) Regulations, 2012 acting through its investment manager Kotak Investment Advisors Limited having office at 27 BKC, 7th Floor, Plot No. C – 27, “G” Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051. (“ Kotak ”)	
5	(i) Motilal Oswal Financial Services Ltd having its registered address at Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai 400025	Address: Motilal Oswal Tower, Junction of Gokhale & Sayani Road, Prabhadevi, Mumbai 400025 Email: shalibhadrashah@motilaloswal.com ; CC: aditya.Khaitan@motilaloswal.com ; Kailash.Purohit@motilaloswal.com ; Rohit.Agarwal@motilaloswal.com Attention: Shalibhadra Shah
	(ii) Mr. Navin Agarwal, an Indian resident individual, currently residing at A-1-2702, Floor 27, Plot - 1052/56, A1 Wing, Sumer Trinity, New Prabhadevi Road, Prabhadevi, Mumbai 400025	Address: A-1-2702, Floor 27, Plot -1052/56, A1 Wing, Sumer Trinity, New Prabhadevi Road, Prabhadevi, Mumbai 400025 Email: navin@motilaloswal.com, CC: shalibhadrashah@motilaloswal.com; shitalnavin@yahoo.com; aditya.Khaitan@motilaloswal.com
	(i) and (ii) above collectively referred to as “ MO Investors ”	
6	Ghisallo Master Fund LP having its registered address at 190 Elgin Avenue, George Town, Grand Cayman, Cayman Islands KY1-9008 (“ Ghisallo ”)	Address: 55 Arch Street, Greenwich, CT 06830 USA Email: legalnotice@ghisallo.com Attention: Legal & Compliance
7	Axis Growth Avenue AIF – I, a Category II Alternative Investment Fund with registration number IN/AIF2/17-18/0512 incorporated and existing under the laws of India, being an investment scheme of Axis Alternative Investment Fund- Category II, a trust created under the Indian Trusts Act, 1882 and acting through its trustee, IDBI Trusteeship Services Limited, a company incorporated under the laws of India, and having its registered office at Asian Building, Ground Floor, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400 001, Maharashtra and whose	Address: Axis House, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400025 Attention: Mr. Debojyoti Ghosh – Fund Manager Email: Debojyoti.Ghosh@axismf.com; aifoperations@axismf.com; compliance@axismf.com; and accounts@axismf.com

	<p>investment manager is Axis Asset Management Company Limited, a company registered under the Companies Act, 1956 and having its registered office at “Axis House”, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400025 which has been authorized in this regard by IDBI Trusteeship Services Limited vide investment management agreement dated December 14, 2017</p> <p>(“Axis”)</p>	
8	<p>Sixteenth Street Asian GEMS Fund having its address at c/o Campbells Corporate Services Limited, Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010, Cayman Islands (“Sixteenth Street”)</p>	<p>Address: 150 Cecil Street #15-02 Singapore 069543 Email: rashmi@sixteenthstreetcapital.com; legal@sixteenthstreetcapital.com Attention: Rashmi Kwatra</p>
9	<p>Dovetail Global Fund PCC -Cell 15, having its registered address at 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius (“Smile”)</p>	<p>Address: 4th Floor, 19 Bank Street, Cybercity, Ebène 72201 Mauritius Email: trades@dovetail.mu Attention: Mr Anuj Shah</p>
10	<p>Segantii India (Mauritius) having its registered address at 355 Nex, 3rd floor Rue Du Savoir Cybercity, Ebene 72201 Mauritius (“Segantii”)</p>	<p>Address: 21st Floor, 100 QRC, 100 Queen’s Road Central, Hong Kong Email: Compliance@segantii.com Attention: Compliance</p>
11	<p>INQ Holding LLC, a limited liability company duly organised and existing under the laws of the State of Qatar pursuant to the regulations of the Qatar Financial Centre, with its registered office at Ooredoo Tower (Building 14), Al Dafna Street (Street 801), Al Dafna (Zone 61), Doha, State of Qatar (“QIA”)</p>	<p>Address: INQ Holding LLC Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: Ugo Arzani, Head of Retail & Consumer, and Kenneth McLaren, Chief of Investment Execution Email: notices.M&A@qia.qa and Notices.Retail_Consumer@qia.qa Copy to: Qatar holding LLC</p>

		Ooredoo Tower (Building 14), Al Dafna Street (street 801) Al Dafna (Zone 61) Doha, State of Qatar Attention: General Counsel Email: notices.legal@qia.qa
12	Lathe Investment Pte. Ltd., having its offices at 168 Robinson Road #37-01 Capital Tower Singapore 068912 ("Lathe")	Address: 168 Robinson Road #37-01 Capital Tower Singapore 068912 Email: grpTIGInfo@gic.com.sg; and GrpGICPEI_AsiaMidOffice@gic.com.sg Attention: Gaurav Jain and Rajat Mangla
13	MIH India Food Holdings B.V., a company having its registered office at Symphony Offices, Gustav Mahlerplein 5, 1082 MS Amsterdam, The Netherlands ("Naspers")	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com
14	(i) IIFL Special Opportunities Fund – Series 8, a scheme of IIFL Private Equity Fund, registered with SEBI as a Category II Alternative Investment Fund, having its registered address located at 6th Floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 (ii) IIFL Monopolistic Market Intermediaries Fund, a scheme of IIFL Private Equity Fund, registered with SEBI as a Category II Alternative Investment Fund, having its registered address located at 6th Floor, IIFL Centre,	Address: 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013. Tel: + 91 2248765113 Fax: 022-46464706 Attn: Mr. Chetan Naik and Mr. Prashanth MS E-mail: chetan.naik@iiflw.com; prashanth.ms@iiflw.com

	<p>Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013 and acting through its investment manager, IIFL Asset Management Limited (CIN: U74900MH2010PLC201113), a company incorporated under the Companies Act, 1956 and having its registered office at 6th floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai 400013</p> <p>(i) and (ii) above collectively referred to as “IIFL Entities”</p>	
15	<p>Time Capital Foodtech Advisors LP having its registered office at c/o 2nd Floor, Regatta Office Park, Leeward 2, West Bay Road, P.O. Box 10655 Grand Cayman KY1-1006</p> <p>(“Ark Impact”)</p>	<p>Address: Ark Impact Asset Management Inc., 17F FKI Tower, 24 Yeoui-daero, Yeongdeungpo-gu Seoul 07320, Korea.</p> <p>Attn: Jungsoo Kim</p> <p>E-mail: alan.kim@arkimpact.co.kr</p>

PART B: Company

Break-up of shareholding	As set out in Part B of SCHEDULE 4
Address, Email Address and Fax Number	<p>Address: No. 55, Sy No.8-14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103</p> <p>Email: nandan@swiggy.in</p> <p>Phone: +91 9972423094</p> <p>Attention: Mr. Lakshmi Nandan Reddy Obul</p>
Authorized and paid-up share capital	<p>Authorised share capital – INR 165,263,030,990</p> <p>Paid up share capital – INR 163,118,133,304 (not accounting for conversion of Bonus CCPS into underlying Equity Shares by the Company)</p>
Bank Account Details	<p>Name of the Bank: HDFC Bank Limited</p> <p>Name of the account holder: Bundl Technologies Private Limited</p> <p>Branch Name: Koramangala, 4th block</p> <p>Account Number: 50200011443578</p> <p>IFSC Code: HDFC0002777</p> <p>SWIFT Code: HDFCINBB</p>

SCHEDULE 2: DEFINITIONS (CLAUSE 1.1)

“**Accel India**” means Accel India IV (Mauritius) Limited, a company having its registered office at 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius, and its successors and permitted assigns.

“**Accel Leaders**” means Accel Leaders 3 Holdings (Mauritius) Ltd. a company having its registered office at 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius, and its successors and permitted assigns.

“**Act**” means the Companies Act, 2013, 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.

“**Affiliate**”, with respect to: (a) a Person (other than an individual), means any Person who, Controls, is Controlled by or is under common Control with such Person, including, without limitation any general partner, managing member, officer, director or trustee of such Person and any venture capital or other investment fund or registered investment company now or hereafter existing which is Controlled by or under common Control with one or more general partners, managing members or investment advisers of or shares the same management company or investment adviser with such Person, and (b) a Person (who is an individual), means any Person who is Controlled by or is under common Control with the individual, a Relative of such individual and a Person who is Controlled by or is under common Control with a Relative of such individual. Without limiting the generality of the foregoing, Affiliate (i) in relation to IIFL Entities shall include (a) any fund, special purpose vehicle or portfolio investment scheme (either present or future) or collective investment scheme or similar pooling vehicle managed or advised by the IIFL Group or the investment manager of any of the aforementioned entities and/or of which IIFL Group or its Affiliates is a general partner or sponsor, investment manager or advisor; (b) any asset management company held directly or indirectly by IIFL Group, and (ii) in relation to the Invesco Entities shall include funds advised by Invesco Advisers Inc. and OppenheimerFunds, Inc.

Without limiting the generality of the foregoing, it is clarified that “Affiliate” in relation to the Investor includes: (a) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Investor or one of its Affiliates is a general or limited partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee; (b) any general partner of the Investor; and (c) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Investor is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee.

“**Agreement**” means this Series K Subscription Agreement, as amended from time to time in accordance with the provisions hereof, and shall include all the schedules, annexures and exhibits, if any, to this Agreement.

“**Amansa**” means Amansa Investments Ltd, a company incorporated under the laws of Mauritius with its registered offices at 4th Floor, Tower A, 1 Cybercity, Ebene, Mauritius.

“**Applicable Law**” includes all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter, or any recognized stock exchange(s) on which the shares may be listed.

“**Articles**” means the articles of association of the Company as amended from time to time.

“**Assets**” means assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise), including cash, cash equivalents, receivables, real estate, plant and machinery, equipment, Proprietary Rights, raw materials, inventory, furniture, fixtures and insurance.

“**Bessemer**” means Bessemer India Capital Holdings II Ltd., a company having its registered office at IFS Court, Bank Street, Twenty Eight Cybercity, Ebene 72201, Republic of Mauritius and include its successors and permitted assigns.

“**Board**” means the board of Directors of the Company from time to time.

“**Business Day**” means any day other than Saturday, Sunday or any day on which banks in Bengaluru (India), Mumbai (India), Doha (Qatar), London (the United Kingdom) and New York (the United States of America) are closed for regular banking business.

“**Business Plan**” means the rolling business plan and targets of the Company for the next 1 (one) Financial Year in a form approved in accordance with the terms of the Shareholders’ Agreement.

“**Carmignac**” means CGH AMSIA S.à r.l. (R.C.S. Luxembourg: B184.756), a company having its registered office at 7 rue de la Chapelle L-1325 Luxembourg, R.C.S. Luxembourg: B184.756 and its successors and permitted assigns.

“**Claim**” means a demand, claim, action, litigation, suits, indemnities, fines, costs and expenses (including legal fees, statutory fees, costs and disbursements in relation thereto), penalties, judgment, award or proceeding made or brought by or against a Party, however arising and whether present, unascertained, immediate, future or contingent.

“**Coatue**” means Coatue PE Asia XI LLC, a company having its registered office at 251 Little Falls Drive, Wilmington, Delaware 19808, USA and its successors and permitted assigns.

“**Company Condition Precedent**” means any of the conditions listed in **SCHEDULE 6** of this Agreement and the “**Company Conditions Precedent**” means a collective reference to all conditions listed in **SCHEDULE 6** of this Agreement.

“**Control**” (including, with its correlative meanings, the terms “Controlled by” or “under common Control with”) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the Directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty per cent) in a Person.

“**Damages**” means any and all losses, damages, Taxes (including any interest, penalty, charge, additional Tax, surcharge, cess or fine, assessments or additions to Tax resulting from, attributable to or incurred in connection with any proceedings, contest, or dispute in respect thereof), fines, fees, penalties and out-of-pocket expenses (including without limitation any liability imposed under any award, writ, order, judgment, decree or direction passed or made by any Person), and (b) amounts paid in settlement, interest, court costs, costs of investigation, fees and expenses of legal counsel, accountants, and other experts, and other expenses of litigation or of any Claim, default, or assessment, but in no circumstances shall include any indirect, remote or consequential losses or loss of profits, provided that, any direct losses actually suffered by the Company shall not be deemed to be an

indirect Loss of an Investor solely by virtue of the fact that it is not directly suffered by such Investor.

“**Dilution Instruments**” includes any Shares, securities, rights, options, warrants or arrangement (whether oral or in writing) which are convertible into or entitle the holder to acquire or receive any Shares of the Company, or any rights to purchase or subscribe to Shares or securities by their terms convertible into or exchangeable for Shares.

“**Director**” means a director of the Company from time to time, and includes an alternate director appointed for the time being.

“**Disclosed**” means fairly and fully disclosed (a) in respect of the Warranties (other than in respect of Fundamental Warranties) given as of the Execution date, in the Disclosure Schedule and this Agreement; and (b) in respect of the Warranties (other than in respect of Fundamental Warranties) given as of the Closing Date, in the updated Disclosure Schedule and this Agreement.

“**DST**” means collective reference to Apoletto Asia Ltd, a company having its registered office at IFS Court, Twenty Eight, Cybercity, Ebene, Mauritius; DST Euroasia V B.V., a company having its registered office at Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands; and DST Investments Asia I Ltd., a company having its registered office at IFS Court, Bank Street, TwentyEight Cybercity, Ebene 72201, Republic of Mauritius and their successors and permitted assigns.

“**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever, or an agreement to do any of the foregoing, or any other arrangements having similar effect.

“**Equity Shares**” means ordinary equity shares with voting rights having face value of INR 1 (Indian Rupee One) each in the capital of the Company as may be consolidated or sub-divided from time to time.

“**Execution Date**” means the date of execution of this Agreement.

“**Falcon Edge**” means Alpha Wave Ventures, L.P, a company having its registered office at Maples and Calder, PO Box 309, Uglan House, Grand Cayman KY1-1104, Cayman Islands and its successors and permitted assigns.

“**FCPA**” means the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time.

“**Financial Year**” means the year commencing on the first day of April and ending on the last day of March of the next calendar year.

“**Founders**” means Mr. Sriharsha Majety, residing at D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh and Mr. Lakshmi Nandan Reddy Obul, residing at PLOT No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh.

“**Fully Diluted Basis**” means a calculation assuming that all the Dilution Instruments existing at the time of determination have been exercised or converted into Shares.

“**Fundamental Warranties**” refer to the representations and warranties of the Company set out in paragraphs 2, 3, 4 and 5 of **SCHEDULE 8**.

“**Governmental Authority**” means any government, any state or other political subdivision thereof, and includes any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, board, commission or instrumentality of India and/or any jurisdiction in which the Company conducts business, or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and, any governmental or non-governmental self-regulatory organisation, agency or authority.

“**Group Company**” means an individual reference to the Company and its subsidiaries, if any and “**Group Companies**” means a collective reference to the same.

“**GS**” means Goldman Sachs Asia Strategic Pte. Ltd., 1 Raffles Link, #07-01, One Raffles Link, Singapore 039393.

“**Harmony**” means Harmony Partners (Mauritius) Ltd., a company having its registered office at c/o Minerva Fiduciary Services (Mauritius) Limited, Suite 2004, Level 2, Alexander House, 35 Cybercity, Ebene, Mauritius and its successors and permitted assigns.

“**HH BTPL**” means HH BTPL Holdings II Pte. Ltd., a company having its registered office at 10 Changi Business Park, Central 2, #5-01 Hansapoint, Singapore 486030 and its successors and permitted assigns.

“**IIFL Group**” means entities Controlled, directly or indirectly, by IIFL Wealth Management Limited, IIFL Asset Management Limited, IIFL Securities Limited and/or IIFL Finance Limited.”

“**Indebtedness**” of any Person means all indebtedness including (a) all obligations of such Person for borrowed money or with respect to advances of any kind; and (b) all binding indemnity, guarantees and sureties by such Person whether in connection with such borrowing or advances or otherwise.

“**INR**”, “**Rupees**” or “**Rs.**” means Indian rupees, the lawful currency of India for the time being.

“**Investor Securities**” means 96,301 Series K CCPS to be issued to the Investors in the manner set out in Part A of **SCHEDULE 4** in accordance with the terms and conditions set out in this Agreement.

“**Key Managerial Personnel**” shall be as defined in Section 2 (51) of the Act.

“**Material Adverse Effect**” means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has had or may reasonably be expected to have a material adverse effect on (a) the ability of the Investor(s) and/or the Company to consummate the transactions contemplated herein or the Company’s ability to perform its/their obligations hereunder or pursuant to any of the Transaction Documents, or (b) the Company’s financial condition, operations, Assets, liabilities or business as now conducted or proposed to be conducted or (c) the validity or enforceability of this Agreement or any of the Transaction Documents, or the transactions contemplated hereunder, or of the rights or remedies of the Investor or (d) the status and validity of any contracts, consents or approvals required for the Company to carry on its Business; provided that notwithstanding anything in this definition of “**Material Adverse Effect**”, an event, occurrence, fact, condition, change, development or effect under (b) shall not have a Material Adverse Effect if it is a direct result of:

- (a) a force majeure event, which shall include riots, war or hostilities between any nations, acts of god, fire, storm, terrorist activities, flood, earthquake, strikes, labour disputes, shortage or curtailment of labour, power or other utility services or change of law or government policies and regulation;
- (b) any effect arising out of, resulting from or attributable to COVID-19 pandemic after the Execution Date,
- (c) any event, change, or occurrence, resulting from or arising in connection with, general financial market conditions or events otherwise affecting the industry in which the Company operates as a whole, provided the effect thereof is not disproportionately adverse to the Company;
- (d) any effect resulting from an action taken (or omitted to be taken) with the written consent of or at the written request of the Investors.

“**Memorandum**” means the memorandum of association of the Company, as amended from time to time.

“**Meituan**” means Inspired Elite Investments Limited, a company having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its successors and permitted assigns.

“**Notify**” or “**Notification**” or “**Notified**” means the act of providing a Notice in writing, including electronic means.

“**NVP**” means Norwest Venture Partners VII-A-Mauritius, a company having its registered office at IFS Court, Bank Street, Twenty Eight, Cyberville, Ebene 72201, Mauritius and its successors and permitted assigns.

“**Ordinary Course of Business**” means an action, event or circumstance that is recurring in nature and is taken in the ordinary course of the Person’s normal day-to-day operations, and:

- (a) taken in accordance with sound and prudent business practices;
- (b) similar in nature and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in businesses similar to the Person’s business; and
- (c) consistent with past practice and existing policies (including those in relation to debtors and creditors).

“**PD Partners**” mean the pick-up and delivery partners who work with the Company, on a principal to principal basis, to deliver the food from the restaurants to the customers.

“**Person**” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law.

“**Proprietary Rights**” means and include collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (a) patents, patent applications, patent disclosures, patent rights, including any and all continuations, continuations-in-part, divisions, re-issues, re-examinations, utility, model and design patents or any extensions thereof; (b) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (c) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (d) rights relating to the protection of trade secrets and confidential information; (e) internet domain names, Internet and World Wide Web (WWW) URLs or addresses; (f) mask work rights, mask work registrations and applications therefor; and (g) all other intellectual, information or proprietary rights anywhere in the world including rights of privacy and publicity, rights to publish information and content in any media.

“**RB**” means RB Investments Pte. Ltd., a company having its registered office at 68 Cove Drive, Singapore 09181 and its successors and permitted assigns.

“**RBI**” means the Reserve Bank of India.

“**Related Party**” in relation to the Company, means: (a) any of the Founders or any Relative of such Person; or (b) a related party as defined under Section 2(76) of the Act.

“**Relative**” means a relative as defined under Section 2(77) of the Act.

“**Restated Articles**” means the restated and amended Memorandum and Articles, substantially in conformity with the Transaction Documents, subject to Applicable Law, as approved by the Investor and in accordance with the terms of the Shareholders’ Agreement.

“**RoC**” means the Registrar of Companies.

“**SAIF**” means Elevation Capital V Limited (formerly known as SAIF Partners India V Limited) a company having its registered office at Sanne House, Bank Street, TwentyEight Cybercity, Ebene, Republic of Mauritius and its successors and permitted assigns.

“**Schedule**” refers to the schedules listed in this Agreement and “**Schedules**” means a collective reference to the same.

“**Series A CCPS**” means series A compulsorily convertible cumulative preference shares of the Company, having a face value INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 18,842.38 (Indian Rupees Eighteen Thousand Eight Hundred and Forty Two and Thirty Eight Paise).

“**Series B CCPS**” means series B compulsorily convertible cumulative preference shares of the Company, having a face value INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 12,033.51 (Indian Rupees Twelve Thousand and Thirty Three and Fifty One Paise).

“**Series C CCPS**” means series C compulsorily convertible cumulative preference shares of the Company, having a face value INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 24,829 (Indian Rupees Twenty Four Thousand Eight Hundred and Twenty Nine).

“**Series D CCPS**” means series D compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 33,571 (Indian Rupees Thirty Three Thousand Five Hundred and Seventy One).

“**Series E CCPS**” means series E compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 50,491.62 (Indian Rupees Fifty Thousand Four Hundred and Ninety One and Sixty Two Paise).

“**Series F CCPS**” means series F compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 79,823.61 (Indian Rupees Seventy Nine Thousand Eight Hundred and Twenty Three and Sixty One Paise).

“**Series G CCPS**” means series G compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 119,246 (Indian Rupees One Hundred Nineteen Thousand Two Hundred And Forty Six).

“**Series H CCPS**” means such number of series H compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 231,316 (Indian Rupees Two Hundred Thirty One Thousand Three Hundred and Sixteen).

“**Series I CCPS**” means such number of Series I compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) per share and issued at a premium of INR 2,36,120 (Indian Rupees Two Hundred and Thirty Six Thousand and One Hundred and Twenty).

“**Series I-2 CCPS**” means such number of Series I-2 compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) and issued at a premium of INR 240,265 (Indian Rupees Two Hundred and Forty Thousand Two Hundred and Sixty Five).

“**Series I-2 Subscription Agreement**” means the subscription agreement dated April 8, 2021 with respect to the issuance by the Company to Naspers, QIA, Falcon Edge, Accel Leaders, Amansa and Lathe of the Series I-2 CCPS.

“**Series I-3 CCPS**” means such number of Series I-3 compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) and to be issued at a premium of INR 250,427 (Indian Rupees Two Hundred and Fifty thousand Four Hundred Twenty Seven).

“**Series I-3 Subscription Agreement**” means the subscription agreement dated April 8, 2021 with respect to the proposed issuance by the Company to Tencent and Meituan of the Series I-3 CCPS.

“**Series J CCPS**” means such number of Series J compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) and issued at a premium of INR 264,293 (Indian Rupees Two Hundred and Sixty Four Thousand Two Hundred and Ninety Three).

“**Series J Investors**” means Naspers, QIA, Falcon Edge, Accel Leaders, Amansa, Think Investments, Carmignac, and GS.

“**Series J Subscription Agreement**” means the subscription agreement entered dated April 8, 2021 with respect to an issuance by the Company to the Series J Investors of Series J CCPS as amended by the amendment agreement dated April 19, 2021.

“**Series J-2 CCPS**” means the Series J-2 compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10 (Indian Rupees Ten) and to be issued at a price that is the INR equivalent of USD 3,646.04 (United States Dollars Three Thousand Six Hundred and Forty Six Point Zero Four) to the Investor, per the terms of this Agreement.

“**Series J-2 Subscription Agreement**” means the subscription agreement entered dated April 21, 2021 with respect to an issuance by the Company to the Series J-2 Investor of Series J-2 CCPS.

“**Series J-2 Investor**” means SVF.

“**Series K CCPS**” means the Series K compulsorily convertible cumulative preference shares of the Company, having a face value of INR 10,000 and to be issued at a price that is INR 4,92,430.00 to the Investors, per the terms of this Agreement and the Shareholders Agreement.

“**Shareholders**” mean the persons whose names are entered in the register of members of the Company.

“**Shareholders’ Agreement**” means the shareholders’ agreement of the Company dated 21 April 2021 executed, *inter alia*, between the Founders, Company, Accel India, DST, Coatue, Harmony, HH BTPL, Meituan, NVP, RB, SAIF, Tencent, Naspers, Wellington, QIA, Falcon Edge, Accel Leaders, Amansa, Lathe, Think Investments, Carmignac, GS and SVF read with the deed of accession and adherence thereto of even dated executed amongst the aforementioned Persons and the Investors.

“**Shares**” means all classes of shares in the capital of the Company issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such shares and shall be deemed to include all bonus shares issued in respect of such shares and shares issued pursuant to a stock split in respect of such shares.

“**Subscription Amount**” means the total amount as set out in Part A of **SCHEDULE 4** to be invested by the Investors to subscribe to the Investor Securities.

“**Subsidiary**” has the meaning ascribed to the term under the Act.

“**Sumeru SSA**” means the separate share subscription agreement to be entered into between the Company and Sumeru Global Digital Technology Fund – A L.P., its Affiliates and limited partners (as acceptable to the Company) for the subscription by such entities for 11,578 Series K CCPS at a per share price of INR 4,92,430 on the same terms and conditions of subscription as applicable to the Investors under this Agreement.

“**Sumeru Subscription Amount**” means INR 5,70,13,54,540.

“**Sumeru Securities**” means 11,578 Series K CCPS.

“**SVF**” means SVF II Songbird (DE) LLC, a limited liability company incorporated under the laws of Delaware, the United States of America, retaining registration number 5582472, and having its office at 251, Little Falls Drive, Wilmington, Delaware, United States 19808.

“**Swiggy Kitchen**” means the various in-house kitchens of the Company wherein food is prepared under various privately owned brands of the Company and delivered to the customers on the premises and through the Company’s delivery services.

“**Tax Warranties**” refer to the representations and warranties of the Company set out in paragraph 20 of **SCHEDULE 8**.

“**Taxes**” means all present and future income and other taxes, levies, rates, imposts, duties, deductions, cesses, dues, charges and withholdings whatsoever imposed by any Governmental Authority having power to tax and all penalties, fines, surcharges, interest or other payments on or in respect thereof and “**Tax**” and “**Taxation**” shall be construed accordingly.

“**Tencent**” means Tencent Cloud Europe B.V., a company having its registered office at Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands and its successors and permitted assigns.

“**Think Investments**” means TIMF Holdings and Think India, collectively.

“**Think India**” means Think India Opportunities Master Fund LP having its offices at One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States, and its successors and permitted assigns.

“**TIMF Holdings**” means TIMF Holdings having its offices at One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States and its successors and permitted assigns.

“**Transaction Documents**” include this Agreement, the Shareholders’ Agreement, the Restated Articles, and all other agreements and documents that may be executed pursuant hereto and thereto.

“**Transfer**” including the terms “Transferred” and “Transferability”, means to directly or indirectly, transfer, sell, assign, Encumber in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law.

“**Warranties**” refer to the representations and warranties of the Company set out in **SCHEDULE 8**.

“**Wellington**” means Hadley Harbour Master Investors (Cayman) II L.P., a company having its executive office at 280 Congress Street, Boston, MA, United States of America 02210.

CROSS REFERENCES

Each of the following terms shall have the meaning assigned thereto in the Clause or Schedule of this Agreement set forth below opposite such term.

Business	Recital A
Closing	Clause 2.3
Closing Date	Clause 2.3
Company CP Confirmation	Clause 2.3
Delivered Financial Statements	<u>SCHEDULE 8</u>
Demat Notice	Clause 4.4
Designated Demat Account	Clause 4.4
Disclosure Schedule	<u>ANNEXURE A</u>
Enforcement Action	<u>SCHEDULE 8</u>
Existing Indemnities	Clause 5.5.2
Improper Payment Laws	<u>SCHEDULE 8</u>
Indemnified Party	Clause 5.5

Indemnifying Party	Clause 5.5
Indemnity Event	Clause 5.5
Long Stop Date	Clause 3.3
Notices	Clause 8.3
Offer Letters	<u>SCHEDULE 6</u>
PCA	<u>SCHEDULE 8</u>
Properties	<u>SCHEDULE 8</u>
Relevant Subscription Amount	Clause 2.2
Relevant Investor Securities	Clause 2.2
SIAC Rules	Clause 8.6.2
Third Party Claim	Clause 5.7.1
Third Party Claim Notice	Clause 5.7.1
UKBA	<u>SCHEDULE 8</u>

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SCHEDULE 3: RULES OF INTERPRETATION (CLAUSE 1.2)

- (a) **Irrelevance of Gender and Plurality.** The definitions in **SCHEDULE 2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.
- (b) **Internal References.** All references herein to Clauses and Schedules shall be deemed to be references to Clauses of, and Schedules to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms “Clauses(s)” and shall be used herein interchangeably. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”.
- (c) **Default Rules.** Unless expressly contradicted or otherwise qualified, (i) all references to a Person also refer to that Person’s successors and permitted assigns, including permitted transferees, and (ii) all references to and definitions of any agreement, instrument or statute herein or in any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.
- (d) **Drafting.** The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.
- (e) **Time is of the essence.** Time is of the essence in the performance of the Parties’ respective obligations. Any time period specified for performance shall be deemed to stand extended to include any time period required for obtaining any approval/consent from any Governmental Authority. If any time period specified herein is extended, such extended time shall also be of the essence.
- (f) Unless otherwise specified, the time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.
- (g) Notwithstanding any other provision of this Agreement or any other document entered into in connection with this Agreement, where any obligation, representation, warranty, undertaking, covenant or indemnity in this Agreement or in any such other document is expressed to be made, undertaken or given by more than one Investor, each such Investor shall be severally (and neither jointly nor jointly and severally) responsible in respect of it, and no Investor shall have any liability whatsoever in connection with the acts or omissions of any other Investor. For the avoidance of doubt, each of the obligations, covenants, representations, warranties, undertakings and indemnities of the Parties hereto shall only be deemed to be an obligation, covenant, representation, warranty, undertaking or indemnity, as the case may be, of that Party.

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SCHEDULE 4: CAPITALIZATION OF THE COMPANY**Part A: DETAILS OF INVESTMENT**

Investor		Investor Securities (number of Series K CCPS)	Subscription Amount (INR)
Invesco Entities	Invesco Developing Markets Fund	28,844	14,203,650,920
	Invesco Emerging Markets Equity Trust	1,325	652,469,750
	Invesco Emerging Markets Equity Fund, LP	704	346,670,720
AWV II		19,296	9,501,929,280
Baron		11,578	5,701,354,540
Kotak		4,061	1,999,758,230
MO Investors	Navin Aggarwal	1,016	50,03,08,880
	Motilal Oswal Financial Services Ltd	2,030	999,632,900
Ghisallo		3,087	1,520,131,410
Axis		3,087	1,520,131,410
Sixteenth Street		3,087	1,520,131,410
Smile		2,011	990,276,730
Segantii		2,316	1,140,467,880
QIA		3,067	1,510,282,810
Lathe		1,054	519,021,220
Naspers		3,859	1,900,287,370
IIFL Entities	IIFL Special Opportunities Fund – Series 8	3,045	1,499,449,350
	IIFL Monopolistic Market Intermediaries Fund	2,031	1,000,125,330
Ark Impact		803	395,421,290

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Part B: PRE-INVESTMENT CAPITALIZATION**Capitalisation of the Company on the Execution Date**

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Founders	1,03,394	16,058	-	-	-	-	-	-	-	-	-	-	-	-	-				
Sriharsha Majety	61,125	5,773	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,55,75,000	14,50,69,098	6.71%
Lakshmi Nandan Reddy Obul	24,087	10,285	-	-	-	-	-	-	-	-	-	-	-	-	-	3,37,21,800		4,81,55,172	2.23%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,54,54,800		2,54,72,982	1.18%
ESOP		1,05,048	-	-	-	-	-	-	-	-	-	-	-	-	-				
ESOP 2015		74,678	-	-	-	-	-	-	-	-	-	-	-	-	-	-		10,46,23,878	4.84%
ESOP 2021		30,370	-	-	-	-	-	-	-	-	-	-	-	-	-	-		4,25,48,370	1.97%

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Investors	3,086		61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	27,729				
SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	-	-	-	-	14,00,000		9,48,86,928	4.39%
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	-	-	-	-	14,00,000		10,50,90,411	4.86%
Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	-	-	-	-	14,000		8,21,86,863	3.80%
Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	-	-	-	-	14,000		2,17,64,535	1.01%
Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	-	-	-	-	14,000		80,40,339	0.37%
RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	-	-	-	-	14,000		61,09,761	0.28%
MIH India Food Holdings B.V.	676	-	18,688	12,180	7,477	18,795	80,754	48,174	40,464	1,50,179	30,170	47,071	34,413	-	-	9,46,400		68,51,46,441	31.68%
Inspired Elite Investments Limited	-	-	720	393	172	220	-	32,106	12,645	11,923	3,606	-	-	-	14,289	-		10,65,79,674	4.93%

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	-	-	-	-	14,000		7,21,20,678	3.33%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	-	-	-	-	14,000		1,32,28,242	0.61%
Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	-	-	-	-	14,000		4,98,46,179	2.30%
Tencent Cloud Europe B.V.	-	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	-	-	-	13,440	-		10,00,01,979	4.62%
HH BTPL Holdings II Pte. Ltd.	-	-	1,570	1,046	664	844	-	-	-	14,384	-	-	-	-	-	-		2,59,29,708	1.20%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	302	-	-	-	63,000		1,52,94,717	0.71%
Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	-	-	-	-	1,400		38,66,760	0.18%
Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	-	-	-	-	1,400		3,60,057	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	-	-	-	-	14,000		21,12,708	0.10%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	-	-	-	-	1,400		8,44,803	0.04%
SVIC No.38 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	-	-	-	-	1,400		12,67,905	0.06%

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
SVIC No.45 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	-	-	-	-	1,400		12,67,905	0.06%
SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	-	-	-	-	1,400		8,44,803	0.04%
INQ Holding LLC	-	-	-	-	-	-	-	-	-	-	-	30,170	13,714	-	-	-		6,14,81,484	2.84%
Alpha Wave Ventures, LP	269	-	-	-	-	-	-	-	-	-	-	18,102	13,714	-	-	3,76,600		4,49,51,085	2.08%
Accel Leaders 3 Holdings (Mauritius) Ltd	-	-	-	-	-	-	-	-	-	-	-	13,576	8,228	-	-	-		3,05,47,404	1.41%
Amansa Investments Ltd	-	-	-	-	-	-	-	-	-	-	-	9,051	5,485	-	-	-		2,03,64,936	0.94%
Lathe Investment Pte. Ltd.	-	-	-	-	-	-	-	-	-	-	-	15,085	-	-	-	-		2,11,34,085	0.98%
TIMF Holdings	-	-	-	-	-	-	-	-	-	-	-	-	6,857	-	-	-		96,06,657	0.44%
Think India Opportunities Master Fund L.P.	-	-	-	-	-	-	-	-	-	-	-	-	1,371	-	-	-		19,20,771	0.09%
CGH AMSIA S.à r.l. (R.C.S. Luxembourg : B184.756)	-	-	-	-	-	-	-	-	-	-	-	-	8,228	-	-	-		1,15,27,428	0.53%
Goldman Sachs Asia Strategic Pte. Ltd	-	-	-	-	-	-	-	-	-	-	-	-	1,235	-	-	-		17,30,235	0.08%

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
West Street Global Growth Partners (Singapore) PTE. LTD.	-	-	-	-	-	-	-	-	-	-	-	-	6,396	-	-	-	-	89,60,796	0.41%
West Street Global Growth Partners Emp (Singapore) PTE. LTD.	-	-	-	-	-	-	-	-	-	-	-	-	597	-	-	-	-	8,36,397	0.04%
SVF II Songbird (DE) LLC	10	-	-	-	-	-	-	-	-	-	-	-	-	1,23,411	-	14,000	-	17,29,12,821	8.00%
Other Shareholders	10,024	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Mauryan First	353	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,94,200	-	4,94,553	0.02%
Kamalapat Ratanchand Chopra	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53,200	-	53,238	0.00%
Volrado Venture Partners Fund II	1,257	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,59,800	-	17,61,057	0.08%
Sachin R Tendulkar & Anjali S Tendulkar	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,11,400	-	2,11,551	0.01%
Sushma Anand Jain	605	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,47,000	-	8,47,605	0.04%
Samina Hamied	252	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,52,800	-	3,53,052	0.02%

Name of Shareholder	Equity Shares	Additional Share right \ ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
IIFL Special Opportunities Fund – Series 8[1]	2,898	-													-	40,57,200		40,60,098	0.19%
Employee Shareholders	4,455	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62,37,000		62,41,455	0.29%
Qed Innovation Labs LLP	15	-													-	21,000		21,015	0.00%
TOTAL	1,16,504	16,058	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	27,729	7,75,30,600	8,55,75,000	2,16,26,78,619	100%

Assumptions:

- Series I-3 CCPS per the Series I-3 Subscription Agreement has been considered part of the pre-closing fully diluted shareholding table
- Bonus CCPS will remain unconverted
- The fully diluted share numbers account for all adjustments contemplated as part of the bonus issue of Bonus CCPS by the Company

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PART C: POST INVESTMENT CAPITALIZATION**Capitalisation of the Company on the Closing Date**

Name of Shareholder	Equity Shares	Additio nal Share Right / ESOP	Seri es A CCP S	Seri es B CCP S	Series C CCPS	Seri es D CCP S	Series E CCPS	Seri es F CCP S	Series G CCPS	Series H CCPS	Seri es I CCP S	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Seri es I- 3 CCP S	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percent age
Founders	1,03,394	16,058	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,91,76,600	8,55,75,000	21,86,97,252	9.45%
Srihars ha Majety	61,125	5,773	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,55,75,000	14,50,69,098	6.27%
Lakshm i Nandan Reddy Obul	24,087	10,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,37,21,800	-	4,81,55,172	2.08%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,54,54,800	-	2,54,72,982	1.10%
ESOP	-	1,05,048	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,71,72,248	6.36%
ESOP 2015	-	74,678	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,46,23,878	4.52%
ESOP 2021	-	30,370	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,25,48,370	1.84%
Investors	3,086	-	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	27,729	1,02,803	43,20,400	-	1,92,67,92,498	83.27%
SAIF Partners India V Ltd.	1,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	-	-	-	-	-	14,00,000	-	9,48,86,928	4.10%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	-	-	-	-	-	14,00,000	-	10,50,90,411	4.54%
Norwest Venture Partners VII-A (Mauritius)	10	-	-	19,669	30,815	1,734	6,435	-	-	-	-	-	-	-	-	-	14,000	-	8,21,86,863	3.55%
Apolett o Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	-	-	-	-	-	14,000	-	2,17,64,535	0.94%
Harmony Partners (Mauritius) Ltd.	10	-	-	-	4,120	-	1,609	-	-	-	-	-	-	-	-	-	14,000	-	80,40,339	0.35%
RB Investments Pte. Ltd.	10	-	-	-	4,351	-	-	-	-	-	-	-	-	-	-	-	14,000	-	61,09,761	0.26%
MIH India Food Holdings B.V.	676	-	18,688	12,180	7,477	18,795	80,754	48,174	40,464	1,50,179	30,170	47,071	34,413	-	-	3,859	9,46,400	-	69,05,52,900	29.84%
Inspired Elite Investments Limited	-	-	720	393	172	220	-	32,106	12,645	11,923	3,606	-	-	-	14,289	-	-	-	10,65,79,674	4.61%
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	-	-	-	-	-	14,000	-	7,21,20,678	3.12%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	-	-	-	-	-	14,000	-	1,32,28,242	0.57%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	-	-	-	-	-	14,000	-	4,98,46,179	2.15%
Tencent Cloud Europe B.V.	-	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	-	-	-	13,440	-	-	-	10,00,01,979	4.32%
HH BTPL Holdings II Pte. Ltd.	-	-	1,570	1,046	664	844	-	-	-	14,384	-	-	-	-	-	-	-	-	2,59,29,708	1.12%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	302	-	-	-	-	63,000	-	1,52,94,717	0.66%
Ark India Food-Tech Private Investment Trust	1	-	-	-	-	-	-	-	-	-	2,759	-	-	-	-	-	1,400	-	38,66,760	0.17%
Ark India Innovation Capital Private Investment Trust	1	-	-	-	-	-	-	-	-	-	256	-	-	-	-	-	1,400	-	3,60,057	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	-	-	-	-	-	14,000	-	21,12,708	0.09%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	1,400	-	8,44,803	0.04%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
SVIC No.38 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	1,400	-	12,67,905	0.05%
SVIC No.45 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	1,400	-	12,67,905	0.05%
SVIC No.34 New Technology Business Investment L.L.P.	1	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	1,400	-	8,44,803	0.04%
INQ Holding LLC	-	-	-	-	-	-	-	-	-	-	-	30,170	13,714	-	-	3,067	-	-	6,57,78,351	2.84%
Alpha Wave Ventures, LP	269	-	-	-	-	-	-	-	-	-	-	18,102	13,714	-	-	19,296	3,76,600	-	7,19,84,781	3.11%
Accel Leaders 3 Holdings (Mauritius) Ltd	-	-	-	-	-	-	-	-	-	-	-	13,576	8,228	-	-	-	-	-	3,05,47,404	1.32%
Amansa	-	-	-	-	-	-	-	-	-	-	-	9,051	5,485	-	-	-	-	-	2,03,64,936	0.88%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Investments Ltd																				
Lathe Investment Pte. Ltd.	-	-	-	-	-	-	-	-	-	-	-	15,085	-	-	-	1,054	-	-	2,26,10,739	0.98%
TIMF Holdings	-	-	-	-	-	-	-	-	-	-	-	-	6,857	-	-	-	-	-	96,06,657	0.42%
Think India Opportunities Master Fund L.P.	-	-	-	-	-	-	-	-	-	-	-	-	1,371	-	-	-	-	-	19,20,771	0.08%
CGH AMSIA S.à r.l. (R.C.S. Luxembourg : B184.756)	-	-	-	-	-	-	-	-	-	-	-	-	8,228	-	-	-	-	-	1,15,27,428	0.50%
Goldman Sachs Asia Strategic Pte. Ltd	-	-	-	-	-	-	-	-	-	-	-	-	1,235	-	-	-	-	-	17,30,235	0.07%
West Street Global Growth Partners (Singapore) PTE. LTD.	-	-	-	-	-	-	-	-	-	-	-	-	6,396	-	-	-	-	-	89,60,796	0.39%
West Street Global Growth Partners	-	-	-	-	-	-	-	-	-	-	-	-	597	-	-	-	-	-	8,36,397	0.04%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Emp (Singapore) PTE. LTD.																				
SVF II Songbird (DE) LLC	10	-	-	-	-	-	-	-	-	-	-	-	-	1,23,411	-	-	14,000	-	17,29,12,821	7.47%
Invesco Developing Markets Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,844	-	-	4,04,10,444	1.75%
Invesco Emerging Markets Equity Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,325	-	-	18,56,325	0.08%
Invesco Emerging Markets Equity Fund, LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	704	-	-	9,86,304	0.04%
Baron	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,578	-	-	1,62,20,778	0.70%
Sumeru	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,578	-	-	1,62,20,778	0.70%
Motilal Oswal Financial Services Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,030	-	-	28,44,030	0.12%
Navin Agarwal (Motilal Oswal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,016	-	-	14,23,416	0.06%
Kotak	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,061	-	-	56,89,461	0.25%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
Axis	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	43,24,887	0.19%
Sixteenth Street	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	43,24,887	0.19%
Ghisallo	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	43,24,887	0.19%
Smile Group	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,011	-	-	28,17,411	0.12%
Segantii	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,316	-	-	32,44,716	0.14%
ARK Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	803	-	-	11,25,003	0.05%
Other Shareholders	10,024	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,076	1,40,33,600	-	2,11,55,100	0.91%
Mauryan First	353	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,94,200	-	4,94,553	0.02%
Kamala pat Ratanchand Chopra	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53,200	-	53,238	0.00%
Volrado Venture Partners Fund II	1,257	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,59,800	-	17,61,057	0.08%
Sachin R Tendulkar & Anjali S Tendulkar	151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,11,400	-	2,11,551	0.01%
Sushma Anand Jain	605	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,47,000	-	8,47,605	0.04%
Samina Hamied	252	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,52,800	-	3,53,052	0.02%

Name of Shareholder	Equity Shares	Additional Share Right / ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (1:1)	Bonus CCPS (1:1.6)	Total Shares on (FDB)	Percentage
IIFL Special Opportunities Fund – Series 8[1]	2,898	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,045	40,57,200	-	83,26,143	0.36%
IIFL MMIF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,031	-	-	28,45,431	0.12%
Employee Shareholders	4,455	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62,37,000	-	62,41,455	0.27%
Qed Innovation Labs LLP	15	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,000	-	21,015	0.00%
TOTAL	1,16,504	16,058	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	27,729	1,07,879	7,75,300	8,55,750	2,31,38,170	100%

Assumptions:

- Series I-3 CCPS per the Series I-3 Subscription Agreement has been considered part of the pre-closing fully diluted shareholding table
- Bonus CCPS will remain unconverted
- The fully diluted share numbers account for all adjustments contemplated as part of the bonus issue of Bonus CCPS by the Company
- Sumeru and its affiliates / limited partners will subscribe for an aggregate of 11,578 Series K CCPS at a per share price of INR 4,92,430

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SCHEDULE 5: CONDUCT BEFORE CLOSING

The Company shall not, during the period between the Execution Date and Closing, without the required approvals in accordance with Clause 6.3:

- (a) amend or modify the Company's Articles and Memorandum(s) except as may be required pursuant to the Transaction Documents;
- (b) take any action or enter into any transactions that could be expected to result in a material change in the Business or which is not in the Ordinary Course of Business or undertake any new business (other than the Business);
- (c) enter into or amend any transactions or any arrangements, dealings or contracts with Related Parties, which are not on arms' length basis;
- (d) enter into any contract or arrangement for the purpose of or to sell, pledge, transfer, assign or create an Encumbrance or interest in favour of any third party in any of the Company's Assets, property, contracts or rights, otherwise than in the Ordinary Course of Business;
- (e) avail of any borrowing or create or agree to create any financial Indebtedness other than in the Ordinary Course of Business, unless otherwise agreed to between the Founders and the relevant Investors per Clause 6.3;
- (f) establish a subsidiary or make an investment in any other Person;
- (g) effect any change in the capital structure, issue any securities or effect any scheme of amalgamation, arrangement, reorganization, liquidation, winding up or dissolution in relation to the Company or solicit or enter into negotiations, discussions, binding or non-binding commitments relating to any such change in the capital structure, issue of any securities or agree to any scheme of amalgamation, arrangement or reorganization, liquidation, winding up or dissolution of the Company;
- (h) incur, issue, assume, extend, or guarantee any new or additional obligations other than in the Ordinary Course of Business;
- (i) initiate any legal proceedings other than legal proceedings in the Ordinary Course of Business;
- (j) merge, restructure, consolidate, amalgamate any company or commence any proceedings in relation to any of the foregoing;
- (k) pass or join in passing any resolution of Shareholders which is not in Ordinary Course of Business or in accordance with the Transaction Documents;
- (l) do or permit to be done anything which would constitute a breach of any of the Warranties;
- (m) change its auditors or make any changes in accounting policies and practices save and except as required by Applicable Law or in accordance with the Transaction Documents;

- (n) settle or compromise any litigation, Claim or proceedings other than litigation, Claims or proceedings in the Ordinary Course of Business;
- (o) pay any employee compensation other than the current monthly payroll, raise or agree to raise anyone's compensation, or pay or agree to pay any bonus or other special compensation, except in accordance and consistent with the Company's normal and past practices;
- (p) Transfer or create any Encumbrance on the Shares or securities held by the Founders, except for the Transfer of Shares amongst the Founders which shall be disclosed to the Investor;
- (q) declare or pay any dividend or make any other distribution or payment in respect of any securities of the Company other than (i) in the Ordinary Course of Business and/or (ii) in accordance with the past practices; and
- (r) agree or otherwise commit to take any of the actions described hereinabove.

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SCHEDULE 6: CONDITIONS PRECEDENT TO CLOSING

The obligation of the Investors to subscribe to the Investor Securities and remit the Subscription Amount to the Company is subject to the fulfilment, to the Investor's satisfaction, of the following Company Conditions Precedent to Closing:

- (1) The Company shall have obtained all corporate, governmental, management, third party and regulatory approvals that are necessary or advisable, including waivers from the Founders and other existing shareholders, of their rights under the Shareholders' Agreement and the Articles, or otherwise, in respect of the issue and allotment of the Investor Securities to the Investor hereunder.
- (2) The Company shall have up to date records of all applicable statutory registers as required under Applicable Law including minutes of the Board and Shareholders' meetings, relevant forms and other filings required with the RoC.
- (3) No Applicable Law shall have come into effect or been enacted that prohibits or otherwise restricts the issuance of the Investor Securities or the consummation of the transactions contemplated under the Transaction Documents.
- (4) The Warranties shall have been true, correct and not misleading at and as of the Execution Date and shall be true, correct and not misleading as of the Closing Date.
- (5) There shall not have been, on or prior to the Closing Date, any event(s) or condition(s) of any character that constitutes or would reasonably be expected to constitute a Material Adverse Effect.
- (6) The Company shall have (a) in all respects, complied with, all the conditions contained in this Agreement that are required to be performed or complied with by it on or before Closing and (b) obtained all approvals, consents and qualifications necessary to complete the subscription and issue of the Investor Securities to the Investor.
- (7) The Company shall have obtained all authorisations, approvals, permits, consents and waivers, necessary or appropriate, for (i) execution of the Transaction Documents, (ii) consummation of the transactions contemplated by the Transaction Documents, and the Company shall have provided the Investor with certified true copies of such authorisations, approvals, permits, consents and waivers.
- (8) The Company shall have obtained approval of the Investors or its representatives to the form of Board and Shareholders' resolutions, Restated Articles and other documents necessary for giving effect to the provisions of this Agreement.
- (9) The Company shall have provided a valuation certificate prepared by an independent and duly qualified chartered accountant in accordance with the extant foreign exchange management regulations, and a valuation report, in a form and substance satisfactory to the Investor, obtained from a registered valuer (as the term is understood under the Companies Act, 2013) in each case, certifying the fair market value of the Investor Securities.
- (10) The Company shall have obtained and provided a valuation certificate from a registered Category I Merchant Banker (registered with Securities Exchange Board of India) / Chartered Accountant,

certifying the fair market value of the Investor Securities as on the date of Closing, as laid down under the Income-tax Act, 1961 and the rules thereunder.

- (11) The Board shall have held a meeting to pass appropriate resolutions:
- (i) to accord approval for the increase and/or reclassification of the authorized capital of the Company to provide for the issuance and allotment of the Investor Securities;
 - (ii) to record the names of the Investors, to whom the Investor Securities are to be offered and to accord approval for the offer of the Investor Securities;
 - (iii) to approve the draft offer letter in Form PAS-4 (“**Offer Letter**”) to be issued to the Investors;
 - (iv) to designate the bank account of the Company as the designated bank account for receipt of the Subscription Amount;
 - (v) to convene a general meeting to obtain the approval of the Shareholders for:
 - (a) approving the increase and/or reclassification of the authorized capital of the Company to provide for the issuance and allotment of the Investor Securities;
 - (b) approving the issuance of the Investor Securities; and
 - (c) approving the draft Offer Letters;

and shall have delivered to the Investors, certified true copies of the aforementioned resolutions along with all requisite supporting documents and other proof evidencing compliance, to the satisfaction of the Investors, with the processes prescribed under the Act.

- (12) The Company shall have convened a general meeting, and the Shareholders shall have passed:
- (i) ordinary resolution approving the increase and/or reclassification of the authorized capital of the Company to provide for the issuance and allotment of the Investor Securities; and
 - (ii) special resolution approving the issuance of the Investor Securities and the draft Offer Letter,
- and shall have delivered to the Investors certified true copies of the same, electronically or otherwise.
- (13) The Company shall have filed:
- (i) Form SH-7 with the RoC within 30 (thirty) days from the date of the ordinary resolution reclassifying and increasing the authorized capital of the Company, to provide for the issuance and allotment of the Investor Securities; and
 - (ii) Form MGT-14 with the RoC for the board and special resolution approving the issuance of the Investor Securities prior to issuing the Offer Letter to the Investor.

- (14) The Company shall have delivered to the Investors certified true copies of the forms set out in paragraph 13 above along with the receipt in respect of each such form filed with the RoC.

- (15) The Company shall have issued the Offer Letter for the Investor Securities (in writing or in electronic mode) along with the application form mandated by Rule 14 (3) of the Companies (Prospectus and Allotment of Securities) Rules, 2014 to the Investors only after the relevant board and special resolutions approving the issuance of the Investor Securities have been filed with the RoC.
- (16) The Company shall not have any default subsisting in the redemption of preference Shares or in payment of dividend due on any preference Shares.
- (17) The Company shall have ensured that the Articles permit the issuance of the Investor Securities.
- (18) The Company shall have ensured that all documents required to be filed under Applicable Law (including but not limited to the forms in respect of allotment of the Investor Securities to the Investors) are prepared and kept ready for submission to each of the relevant authorities.

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SCHEDULE 7: CONDITIONS SUBSEQUENT

The Company shall complete the following to each of the Investor's satisfaction, within the timelines specified for each of the following or such extended period as the Investor may specify (but in no instance later than any timeline specified under Applicable Law, where relevant and applicable):

- (1) The Company shall complete all statutory filings required pursuant to the Closing, including filings with Governmental Authorities (if any) and authorized dealer banks, and provide certified copies of all such filings relating to the Investor Securities to the Investor within 30 (thirty) days of the Closing Date, as applicable.
- (2) To the extent not covered under Clause 4.3, the Company shall provide true extracts, within 15 (fifteen) days of the Closing Date, duly certified by a Director, of the updated register of members, the certified true copies of the Company's Restated Articles, and all resolutions passed, and other documents provided in accordance with Clause 4 above to the Investor.
- (3) The Company shall liaise with the RBI and its authorized dealer bank and take all necessary steps to obtain a "registration number" for the issuance of the Investor Securities.
- (4) Within 7 (seven) days of the Closing Date, the Investor's bank shall provide to the Company's bank (with which the Company holds the designated bank account as detailed in **Part B of SCHEDULE 1**) the know-your-customer form (in the form agreed with the Investor which shall set out registered name of the remitter, registration number, registered address, name of the remitter's bank, remitter's bank account number, and period of banking relationship with the remitter) along with the information required for completing the section on foreign investors details in Form FC-GPR (which sets out name of investing entity, address of investing entity, constitution or nature of investing entity) to be filed with the Reserve Bank of India in accordance with Applicable Law in connection with issuance and allotment of Investor Securities.
- (5) Within the timelines prescribed under Applicable Law, the Company shall make all necessary filings of forms and documents (in form and manner satisfactory to the Investor) with the relevant Government Authorities, including the filing of forms in respect of the Investor with the authorized dealer as required under the Foreign Exchange Management Act, 1999 and the necessary forms with the jurisdictional RoC as may be required under Applicable Law.
- (6) Company shall provide Axis, IIFL Entities or any of their respective authorised representatives and advisors such assistance, documentation and information and undertake all actions as may be reasonably required in connection with filing of the Form DI in the single master form (as understood under the extant foreign exchange management regulations) as well as on Foreign Investment Facilitation Portal for reporting downstream investment in the Company.
- (7) The Company shall continue its efforts to obtain key managerial personnel insurance, as per Clause 6.15.2 of the Shareholders' Agreement.
- (8) The Company shall ensure that the service agreements executed by it with (a) Mouri Tech Private Limited dated September 2, 2020, (b) Webloom Solutions Private Limited dated September 2, 2020, and (c) Qess Corp Limited dated September 2, 2020, are adequately stamped.

SCHEDULE 8: WARRANTIES

Except as set forth in the Disclosure Schedule and the updated Disclosure Schedule (which may be given as on the Closing Date) and which Disclosure Schedule and/or updated Disclosure Schedule has been acknowledged and approved by the Investors in writing in accordance with this Agreement, the Company hereby represents and warrants to each Investor as of the Execution Date and as of the Closing Date that the following Warranties are all true, correct and complete and acknowledge that the Investors are entering into this Agreement relying on such Warranties. It is agreed and understood that the representations and warranties set out below shall be read and interpreted in conjunction with the relevant provisions of the Disclosure Schedule and the updated Disclosure Schedule, as the case may be and to the extent an exception to a Warranty is Disclosed in the Disclosure Schedule and the updated Disclosure Schedule, as the case may be and indicated as an exception to that particular Warranty, such exception shall not constitute a breach of the Warranty against which such specific disclosure has been made. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the updated Disclosure Schedule shall not qualify or otherwise limit any Warranty provided as on the Execution Date. The updated Disclosure Schedule to be delivered by the Company to the Investors as on the Closing shall be only for events that have occurred between the Execution Date and the period ending 2 (two) days prior to the Closing Date, and not for any event that has occurred prior to the Execution Date, it being clarified that no information contained in such updated Disclosure Schedule shall qualify Fundamental Warranties.

Each of 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 other Warranties or any other terms of this Agreement.

1. Accuracy of Information

- 1.1. All the information contained in this Agreement is true, complete and accurate and does not omit to state a material fact required to be stated herein. All the information which has been given by or on behalf of the Company and/or the Founders to the Investor (or to any director, representative, agent or adviser of the Investor) with respect to the Company is true and accurate in all respects and the Founders are not aware of any circumstances which could adversely affect what is set forth herein. Where any Warranty or representation is qualified by the words “to the best knowledge of” or similar expressions, including references to “awareness”, the same shall be deemed to be qualified by the words, “after due and careful inquiry made”.
- 1.2. The Company or the Founders are not aware of any facts or circumstances relating to the affairs of the Company and/or its Subsidiaries which have not been disclosed to the Investor, which if disclosed, might reasonably have been expected to influence the decision of the Investor to subscribe to the Investor Securities on the terms contained in this Agreement or enter into the Transaction Documents.

2. Corporate Status and Authority

- 2.1. The Company and its Subsidiaries are private companies duly incorporated and organized under the laws of India, having the full corporate power and authority under Applicable Law to enter into, execute and perform its obligations under the Transaction Documents and all other documents and instruments required to be executed pursuant thereto or in connection therewith, to own its Assets and carry on the Business as it is now being conducted, and is duly registered

and authorized to do Business in every jurisdiction which, by the nature of its Business and Assets, makes registration or authorisation necessary.

- 2.2. Execution and performance by the Company of the Transaction Documents, this Agreement and all other documents and instruments required to be executed pursuant thereto or in connection therewith, will constitute valid and binding obligations and be enforceable against the Company in accordance with their respective terms.
- 2.3. The Business and affairs of the Company have been conducted in accordance with its certificate of incorporation, Memorandum and Articles and true, complete and duly amended copies of the same have been provided to the Investor. The business and affairs of the Company's Subsidiaries have been conducted in accordance with their respective certificate of incorporation, memorandum and articles of association. Further, the Company and its Subsidiaries do not carry on any business that will render the issue of Investor Securities to the Investor to be in violation of any Applicable Law.
- 2.4. All investments received by the Company have been received in accordance with Applicable Laws and all approvals required to be taken and filings required to be made under Applicable Laws in relation to such investments have been complied with.
- 2.5. The Company does not have any Subsidiary, except for:
 - (i) Scootsy Logistics Private Limited (“**Scootsy**”); and
 - (ii) Supr Infotech Solutions Private Limited (“**Supr**”).

3. Authorisations

- 3.1. All governmental authorisations, consents and approvals, and corporate approval, creditors' consent, shareholders' consent and other consents required under Applicable Law or under any contract or otherwise and required to be obtained by the Company for the execution and performance of the Transaction Documents have been obtained, or granted and continue in force and the Company has complied with all conditions attached to each such consent and/or approval.
- 3.2. The Company is in compliance with all foreign exchange regulations and has made relevant filings/ declarations and has obtained requisite consents/ approvals under the said regulations with respect to its business.
- 3.3. The execution, delivery and performance by the Founders and the Company of the Transaction Documents and their compliance with the terms and provisions thereof;
 - (i) does not violate the certificate of incorporation, Memorandum and the Articles;
 - (ii) does not contravene any provision of any Applicable Law, or any order, writ, injunction or decree of any court or tribunal or Governmental Authority to which they are subject;
 - (iii) does not result in the creation of any Encumbrance upon the Assets, properties and Shares of the Company, or prejudice any authorization, consent, license or registration that is required for the Business;

- (iv) does not conflict with, result in any breach of, or constitute a default under, or give rise to a right to terminate, amend, modify, abandon or accelerate, any agreement, contract or permit which is applicable to the Company, or by which any of the Assets of the Company may be bound; and
 - (v) does not constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other Applicable Law enacted for the protection of debtors or creditors.
- 3.4. The Company and/or its Subsidiaries have not executed any prior agreements creating any special rights in favour of any other Person.
- 3.5. The Company or its Subsidiaries are not engaged in (a) ‘real estate business’ as defined under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and / or (b) the business of providing any ‘financial services’, including any loan facilitation service and / or (c) (whether through e-commerce, restaurant sales or otherwise) the retail trading of food products manufactured and / or produced in India, including for the purposes of the Foreign Exchange Management Act, 1999 (and the rules and regulations made thereunder) and / or the foreign direct investment policy issued by the Department of Industrial Policy and Promotion, Ministry of Commerce, Government of India.
- 3.6. The Company is entitled to receive 100% foreign direct investment under the automatic route under the extant Foreign Exchange Management Act, 1999 (and the rules and regulations made thereunder) and / or the foreign direct investment policy issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (“Foreign Exchange Laws”). The Company and its Subsidiaries are in compliance with all conditionalities imposed under the Foreign Exchange Laws

4. Share Capital and Shareholding

- 4.1. As on the Execution Date, the authorized share capital and issued, subscribed and paid up capital of the Company is as set out in **Part B of SCHEDULE 4**.
- 4.2. The aggregate number of the subscribed and paid-up Shares as set forth opposite the Company’s Shareholders names in **Part B of SCHEDULE 4** represent all of the subscribed, paid-up and outstanding Shares and other Dilution Instruments of the Company prior to the Closing. The Company has not issued any Shares or Dilution Instruments of any nature whatsoever other than the Shares issued and allotted to the Persons mentioned in **Part B of SCHEDULE 4**.
- 4.3. The aggregate number of the subscribed and paid-up Shares as set forth opposite the Company’s Shareholders names in **Part C of SCHEDULE 4** represent all of the subscribed, paid-up and outstanding Shares and other Dilution Instruments of the Company as of the Closing. The Company has not issued any Shares or Dilution Instruments of any nature whatsoever other than the Shares being issued and allotted to the Persons mentioned in **Part C of SCHEDULE 4** on or before the Closing Date.
- 4.4. All of the issued and outstanding Shares are, and the Investor Securities shall be, when issued and delivered in accordance with the terms of this Agreement, duly authorized, validly issued, fully paid and non-assessable, and free of pre-emptive rights and other Encumbrances other than as set out in the Shareholders Agreement. Upon issue and allotment of the Investor Securities (including the issue of Equity Shares on conversion of the Series K CCPS), the Investor shall have the marketable title to and shall be the sole legal and beneficial owner of such Shares free

from any Encumbrance or Claim or demand of any description whatsoever other than as set out in the Shareholders Agreement.

- 4.5. The Company has not, nor has anyone on its behalf, done, committed or omitted any act, deed, matter or thing whereby the Investor Securities can be forfeited, extinguished or rendered void or voidable.
- 4.6. Neither the entry into, nor compliance with, nor completion under the Transaction Documents is likely to cause the Company to lose the benefit of any right, credit or privilege the Company presently enjoys.
- 4.7. Except as contemplated under the Transaction Documents, there are no outstanding rights, plans, stock options, warrants, calls, conversion rights, re-purchase rights, redemption rights or any contracts, arrangements, requirements or commitments of any character (either oral or written, firm or conditional) obligating the Company or its Subsidiaries to issue, deliver, sell, purchase, re-purchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, re-purchased or otherwise acquired, any Equity Shares or any securities exchangeable for or convertible into the foregoing or obligating the Company or its Subsidiaries to grant, extend or enter into any such contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such securities.
- 4.8. There are no outstanding options, rights of pre-emption, rights of first refusal, redemption rights, conversion rights or stock option, stock purchase, stock appreciation right, phantom stock option scheme or stock incentive schemes in favour of the Directors or employees of the Company or its Subsidiaries other than as set out in the Transaction Documents.
- 4.9. There are no agreements, voting trusts, understandings or commitments to which the Company, its Subsidiaries or any of the Founders is a party in respect of any of the Shares of the Company or its Subsidiaries, or to create, issue or Transfer Shares for the conversions of any loan or borrowing into Equity Shares.
- 4.10. None of the Founders of the Company has transferred the Shares held by him/it in the Company by way of a gift or by any transaction that was less than the fair market value of the Shares as on the date of transaction.
- 4.11. The Company has not bought back, repaid or redeemed or agreed to buy-back, repay or redeem any of its Shares or otherwise reduced or agreed to reduce its share capital or purchased any of its Shares or carried out any transaction having the effect of a buy-back or reduction of capital.
- 4.12. Each allotment and Transfer of Shares has been made in compliance with Applicable Law and all corporate actions required to be performed by the Company under Applicable Law have been performed. The Company has not issued any Shares to residents at a premium to the tax fair market value.
- 4.13. The Company and the Founders are not in breach of and have not received any notice of breach of any of the provisions, representations or warranties set forth in any of the following:
 - (i) the shareholders' agreement dated February 05, 2015 executed by and between the Company, Founders, Accel India, and SAIF;
 - (ii) the subscription agreement dated February 05, 2015 executed by and between the Company, Founders, Accel India, and SAIF;

- (iii) the shareholders' agreement dated May 26, 2015 executed by and between the Company, Founders, Accel India, SAIF, Apoletto and NVP;
- (iv) the subscription agreement dated May 26, 2015 executed by and between the Company, Founders, Accel India, SAIF, Apoletto and NVP;
- (v) the shareholders' agreement dated December 14, 2015 executed by and between the Company, Founders, Accel India, SAIF, Apoletto, NVP, Harmony, and RB;
- (vi) the subscription agreement dated December 14, 2015 executed by and between the Company, Founders, Accel India, SAIF, Apoletto, NVP, Harmony, and RB;
- (vii) the shareholders' agreement dated March 30, 2016 executed by and between the Company, Founders, Accel India, SAIF, Apoletto, NVP, Harmony, and RB;
- (viii) the subscription agreement dated March 30, 2016 executed by and between the Company, Founders, Accel India, Apoletto, and NVP;
- (ix) the shareholders' agreement dated August 26, 2016 executed by and between the Company, Founders, Accel India, Apoletto, NVP, SAIF, Harmony, RB and Bessemer;
- (x) the subscription agreement dated August 26, 2016 executed by and between the Company, Founders, Accel India, Apoletto, NVP, SAIF, and Bessemer;
- (xi) the shareholders' agreement dated May 23, 2017 executed by and between the Company, Founders, Accel India, Apoletto, Bessemer, Harmony, Naspers Ventures B.V, NVP, RB, and SAIF;
- (xii) the subscription agreement dated May 23, 2017 executed by and between the Company, Founders, Bessemer, NVP, SAIF, Accel India, Harmony, and Naspers Ventures B.V.;
- (xiii) the shareholders' agreement dated January 05, 2018 executed by and between the Company, Founders, Accel India, Apoletto, Bessemer, Harmony, Naspers Ventures B.V, Naspers, NVP, RB, and SAIF;
- (xiv) the subscription agreement dated January 05, 2018 executed by and between the Company, Founders, and Naspers;
- (xv) the shareholders' agreement dated January 19, 2018 executed by and between the Company, Founders, Accel India, Apoletto, Bessemer, Harmony, Meituan, Naspers Ventures B.V, Naspers, NVP, RB, and SAIF;
- (xvi) the subscription agreement dated January 05, 2018 executed by and between the Company, Founders, and Meituan;
- (xvii) the shareholders' agreement dated June 08, 2018 executed by and between the Company, Founders, Accel India, Apoletto, Bessemer, Coatue, DST 1, Harmony, Meituan, Naspers Ventures B.V., Naspers, NVP, RB, and SAIF;
- (xviii) the subscription agreement dated June 08, 2018 executed by and between the Company, Founders, Naspers, Coatue, DST 1, and Meituan;

- (xix) the shareholders' agreement dated December 20, 2018 executed by between the Founders, Company, Accel India, DST, Bessemer, Coatue, Harmony, HH BTPL, Meituan, Naspers, NVP, RB, SAIF, Tencent and Wellington;
- (xx) the subscription agreement dated December 20, 2018 executed by and between the Founders, Company, DST, Coatue, Meituan, Naspers, Tencent, HH BTPL, and Wellington;
- (xxi) the shareholders' agreement dated February 11, 2020 executed by between the Company, the Founders, Accel, DST, Bessemer, Coatue, Harmony, HH BTPL, Meituan, Naspers, NVP, RB, SAIF, Tencent, and Wellington;
- (xxii) the subscription agreement dated February 11, 2020 executed by and between the Founders, Company, Naspers, Wellington and Meituan;
- (xxiii) the deeds of accession to the share subscription agreement dated 17 March 2020 executed between Tencent, KIP, Ark 1, Ark 2, MIGF, SVIC 38, SVIC 45, Naspers, Wellington, Meituan, the Founders and the Company;
- (xxiv) the deeds of accession to the shareholders agreement dated 17 March 2020 executed between Tencent, KIP, Ark 1, Ark 2, MIGF, SVIC 38, SVIC 45, Accel India, DST, Bessemer, Coatue, Harmony, HH BTPL, Meituan, Naspers, Naspers Ventures B.V., NVP, RB, SAIF, Wellington, the Founders and the Company;
- (xxv) the deeds of accession to the share subscription agreement dated 13 May 2020 executed between SVIC 34, the Founders and the Company;
- (xxvi) the deeds of accession to the shareholders agreement dated 13 May 2020 executed between SVIC 34, the Founders, the Company;
- (xxvii) the Series I-2 Subscription Agreement;
- (xxviii) the Series I-3 Subscription Agreement;
- (xxix) the Shareholders Agreement;
- (xxx) the Series J Subscription Agreement; and
- (xxxi) the Series J-2 Subscription Agreement

4.14. All the representations and warranties set forth herein in respect of the Investor Securities shall be deemed to be repeated, *mutatis mutandis*, in respect of and upon the issuance of the following Dilution Instruments as adjusted for any capital reorganization including any stock splits, consolidation, sub-division, bonus issuances, capitalization of profits and rights issuances:

- (i) Equity Shares held by the Investor pursuant to conversion of Series A CCPS;
- (ii) Equity Shares held by the Investor pursuant to conversion of Series B CCPS;
- (iii) Equity Shares held by the Investor pursuant to conversion of Series C CCPS;
- (iv) Equity Shares held by the Investor pursuant to conversion of Series D CCPS;

- (v) Equity Shares held by the Investor pursuant to conversion of Series E CCPS;
- (vi) Equity Shares held by the Investor pursuant to conversion of Series F CCPS;
- (vii) Equity Shares held by the Investor pursuant to conversion of Series G CCPS;
- (viii) Equity Shares held by the Investor pursuant to conversion of Series H CCPS;
- (ix) Equity Shares held by the Investor pursuant to conversion of Series I CCPS
- (x) Equity Shares held by the Investor pursuant to conversion of Series I-2 CCPS;
- (xi) Equity Shares held by the Investor pursuant to conversion of Series I-3 CCPS;
- (xii) Equity Shares held by the Investor pursuant to conversion of Series J CCPS;
- (xiii) Equity Shares held by the Investor pursuant to conversion of Series J-2 CCPS; and
- (xiv) any other Shares that may be acquired by the Investor in the Company.

5. Structure

- 5.1. The Company is not the holder or beneficial owner of any shares or other capital in any body corporate (wherever incorporated or not) and does not otherwise Control any Person, whether directly or indirectly, whether through the ownership of securities or through Control over composition of Board or by contract or proxy, or whether alone or in concert with others, other than the entities set out in paragraph 2.5 of this **SCHEDULE 8**.
- 5.2. The securities held by the Company in any other body corporate (whether incorporated or not), have been duly stamped, as applicable and duly and validly issued and the Company has complete right, title and interest to such securities, and can enforce such right, title and interest to such securities in a court of law in India.
- 5.3. The Company is not a member of any partnership, joint venture, consortium, or other unincorporated association, body or undertaking in which it participates or is required to participate with any other Person in any business or investment.
- 5.4. Other than the Articles and the Shareholders Agreement, there is no agreement (oral or written), arrangement, or understanding amongst the Founders or other Shareholders that governs their relationship vis-à-vis each other as Shareholders of the Company, or the Business and Control and management of the Company.
- 5.5. No Founder has any interest, direct or indirect, in any company or business which is or likely to be competitive with the Business of the Company.
- 5.6. The Company does not have any branch, place of business or permanent establishment outside India or has ever had a branch, place of business or permanent establishment outside India.
- 5.7. The Company is not an “investment company” within the meaning of the United States Investment Company Act of 1940, as amended.
- 5.8. The Company is not and has never been a shell company as such term is defined in Rule 12(b)(2) under the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the United States Securities and Exchange Commission thereunder. The Company

is not, nor has it ever been, an issuer identified in Rule 144(i)(1) promulgated under the United States Securities Act of 1933, as amended.

5.9. Venture Capital Qualifying Investment

- (i) No Share or any other security of the Company is listed or traded on any exchange or organized market operating in a foreign jurisdiction.
- (ii) The Company is not borrowing debt or issuing debt obligations in connection with the subscription of the Series K CCPS by the Investor, the proceeds of which are to be subsequently distributed to the Investor in exchange for such subscription of the Investor Securities by the Investor.

6. Solvency

6.1. None of the following has occurred and is subsisting, or threatened, in relation to any of the Founders, the Company or any of its Subsidiaries:

- (i) appointment of an administrator;
- (ii) an application or an order made, proceedings commenced, a resolution passed or proposed in a Notice of meeting or other steps taken for:
 - (a) the winding up, dissolution or administration of the Company or its Subsidiaries; or
 - (b) a Founder, the Company or its Subsidiaries entering into an arrangement, compromise or composition with or assignment of the benefit of its creditors or a class of them;
- (iii) A Founder, the Company or its Subsidiaries:
 - (a) being (or taken to be under applicable legislation) unable to pay its debts, other than as the result of a failure to pay a debt or Claim which is the subject of a good faith dispute with regards to the business of the Company or its Subsidiaries; or
 - (b) stopping or suspending, or threatening to stop or suspend, payment of all or a class of its debts;
- (iv) appointment of a receiver, receiver and manager, administrator and receiver or similar officer to any of the Assets and undertakings of any of the Founders, the Company or its Subsidiaries;
- (v) a Founder, the Company or its Subsidiaries becoming bankrupt or insolvent or making an arrangement with his/its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

6.2. Nothing has occurred and is subsisting, or is threatened in relation to the Founders or any of them, or the Company or its Subsidiaries under Applicable Law of any jurisdiction which has a substantially similar effect to any of the paragraphs referred to in paragraph 6.1 above.

6.3. No Asset in which the Company or any of its Subsidiaries has an interest in, or is currently acquiring an interest in, is liable to a Claim of a trustee in bankruptcy or of a liquidator.

- 6.4. None of the Founders has any outstanding Claim in respect of any of the Assets of the Company or its Subsidiaries.

7. Financial Arrangements

- 7.1. There is no Encumbrance affecting any securities, and/or Assets, including but not limited to tangible, intangible, movable or immovable Assets, of the Company and/or its Subsidiaries.
- 7.2. The Company or any of its Subsidiaries are not potentially liable for the obligations of any Person, nor is any Founder liable for the obligations of the Company or its Subsidiaries.
- 7.3. The Company has not made any representation or given any undertaking to any Person in respect of the obligations or solvency of any other Person or in support of or as an inducement to or otherwise in connection with the provision of financial accommodation, whether or not considered by them to be legally binding.
- 7.4. The Company is not a party to any foreign currency transaction other than in the Ordinary Course of Business and in compliance with Applicable Laws.
- 7.5. The Directors have not given any personal guarantees or indemnifications on behalf of the Company, and vice-versa.
- 7.6. The Company has no outstanding loans from the Founders, Directors and their Affiliates and Relatives or any other Persons.
- 7.7. There is no other Claim, liability or Indebtedness of the Company or its Subsidiaries, whether direct, indirect, contingent, absolute, accrued or otherwise, other than as Disclosed, nor is the Company or its Subsidiaries aware of any condition, fact or circumstance that will create such Claim, obligation, liability or Indebtedness.
- 7.8. The total Indebtedness in respect of all deferred purchase price in respect of property or services and/or any security deposit or other retention amounts pursuant to contracts entered into by the Company is as set out in the Disclosure Schedule.
- 7.9. All the Indebtedness of the Company, if any, has been duly authorized by all necessary corporate actions and consents and the requisite filings / registrations in this regard have been duly complied with.
- 7.10. The Company does not have any liability or obligation (whether present, future or contingent) in respect of the Indebtedness of any other Person.
- 7.11. The Company and its Subsidiaries have not provided or agreed to provide, any loan, credit, or financial assistance to any Person.
- 7.12. None of the amounts invested by the Company are the proceeds of illegal activities obtained by the Company in violation of any applicable anti-money laundering statute, and the rules and regulations thereunder.
- 7.13. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable anti-money laundering statutes of all jurisdictions, including, without limitation, all applicable jurisdiction and U.S. anti-money laundering laws, the rule and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Money**

Laundering Laws”); and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, threatened.

- 7.14. All invoices with respect to its Business operations are raised only in the name of the Company.
- 7.15. The money received by the Company by customers for availing the Company’s services is in Indian Rupees and no other foreign currency.

8. Liabilities

- 8.1. There are no promissory notes, bills of exchange or other negotiable instruments outstanding, which have been drawn, accepted or endorsed by the Company, other than:
- (i) in the Ordinary Course of Business; and
 - (ii) consistent with past business practice.
- 8.2. The Company is in compliance with all applicable regulations, standards and requirements in respect of products and services now being supplied. There has been no waiver of compliance standards with respect to applicable regulations, standards and requirements.
- 8.3. No product or service supplied by the Company has:
- (i) failed to comply with the express or to the best knowledge of the Company, implied terms of the agreement for sale or service or the requirements of any Applicable Law;
 - (ii) failed to comply with the requirements of Applicable Law or the express or to the best knowledge of the Company, implied terms of any agreement to supply the services; or
 - (iii) to the best knowledge of the Company, been supplied in a manner that would entitle the recipient to make a Claim against the Company.
- 8.4. The Company does not have any outstanding Claims relating to liability from any of its customers, and has not received any complaints from any of its customers in relation to quality of the service.
- 8.5. The Company has not received any Notice or order under the any legislation in relation to products or services of the Company.
- 8.6. Other than the receivables and payables set out in the Delivered Financial Statements, there are no other receivables owed to, or payables owed by, the Company.
- 8.7. Neither the Company, nor to its knowledge, any of its Directors, officers, Board (supervisory and management) members or employees have made, directly or indirectly, any payment or promise to pay, or gift or promise to give or authorized such a promise or gift, of any money or anything of value, directly or indirectly, to:
- (i) any official for the purpose of influencing any official act or decision of such official or inducing him or her to use his or her influence to affect any act or decision of a Governmental Authority; or

- (ii) any political party or official thereof or candidate of a political office for the purpose of influencing any official act or decision of such party, official or candidate, to use his or its influence to affect any act or decision of a Governmental Authority; or
- (iii) in the case of both (i) and (ii) above in order to assist the Company or any of its Affiliates to obtain or retain Business for, or direct Business to the Company or to any of its Affiliates, as the case may be. Neither the Company nor any of its directors, officers, Board (supervisory and management) members or employees have paid any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation.

9. Power of Attorney

There is no power of attorney or other authority in force by which a Person is able to bind, either any of the Founders with respect to the Company or, the Company.

10. Contracts and Commitments

- 10.1. All material contracts entered into by the Company are in full force and effect and are valid, have been duly and validly executed by the Company, are enforceable as per their terms against the Company, and are in compliance with all Applicable Laws and regulations.
- 10.2. The Company does not undertake any business other than the Business. The Company does not require any permissions, licenses or registrations under the Payment and Settlement Systems Act, 2007 to carry out any part of its business.
- 10.3. The Company is not a party to any deed, agreement, arrangement or understanding (written or unwritten) in terms of which it is or will be bound to share profits, pay any royalties or waive or abandon any of its rights.
- 10.4. The Company is not a party to any agreement or arrangement that establishes any franchisee arrangement.
- 10.5. There is no contract to which the Company is a party that:
 - (i) is outside the Ordinary Course of Business or is otherwise unusual;
 - (ii) creates Indebtedness;
 - (iii) is incapable of being fulfilled or performed on time, or only with undue or unusual expenditure of money or effort;
 - (iv) provides that the Company or any other Person will act as distributor of goods or services or as agent for another Person;
 - (v) has or is likely to have a Material Adverse Effect on the financial or trading position or prospects of the Company; or
 - (vi) involves or is likely to involve obligations or liabilities which, by reason of their nature or magnitude, should reasonably be made known to any intending investor in the Company.

- 10.6. No contract, agreement or arrangement or understanding to which the Company and/or any of the Founders is a party restricts the freedom of the Founders or any member thereof, the Company, or that of any of its employees, to engage in any activity or business in any area.
- 10.7. There are no joint venture agreements, technical collaboration agreements, profit sharing agreements, or agreements relating to the options to acquire shares/interest in other companies or the Business.
- 10.8. No party to any contract entered into by the Company, and/or any of the Founders with respect to or involving the Company, is in default, or but for the requirements of Notice or lapse of time or both, would be in default and the default could be reasonably expected to have a Material Adverse Effect.
- 10.9. All security (including any guarantee or indemnity) held by the Company is valid and enforceable by the Company against the grantor in accordance with the terms of the security.
- 10.10. Neither the Company nor the Founders are aware that any party to a contract is likely to or is considering replacing or terminating the contract or to cease using the services supplied by the Company.
- 10.11. There is no contract to which the Company is, or may become, a party which is subject to any relevant public procurement laws in respect of which the Company or the Founders know or suspect that the appropriate procedures and rules have not been or are not being observed.
- 10.12. There is no contract that the Company is a party to that is not on arm's length terms.
- 10.13. All contracts entered into by the Company are adequately stamped as required under Applicable Law.
- 10.14. None of the Founders is a party to any agreement or arrangement with the Company or any third party with respect to the Company that is other than on an arm's length basis.
- 10.15. Neither the Company nor the Founders have 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 under the relevant jurisdiction or in respect of which any filing, registration or notification is required pursuant to Applicable Law (whether or not the same has in fact been made) and which would have a Material Adverse Effect on the Business and the Company.
- 10.16. Neither the Company nor any counter party is in violation of any material term or provision of any mortgage, Indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it is bound.
- 10.17. All the invoices raised by the Company with respect to its Business operations are issued in the name of the Company and all liability arising under any and all invoices shall be assumed by the Company.
- 10.18. All refunds, if any, required to be made to customers or restaurants for excess money received due to cancelled orders (or any other reason), have been processed.
- 10.19. There have been no Claims in excess of INR 2,500,000 (Indian Rupees two point five million), against the Company, alleging any defects in the Company's services. No service performed by

the Company is subject to any guarantee, warranty, or other indemnity beyond the applicable standard terms and conditions.

10.20. The Company does not have any liability (and there is no basis for any Claim against the Company giving rise to any liability) arising out of any injury to individuals or property as a result of the performance of any service by the Company. The Company is not liable for any losses arising out of the quality of the food provided by the restaurants and for violation of the Food Safety and Standards Act, 2006 by the restaurants.

10.21. The Company is in the process of migrating contracts with restaurants and vendors to an online platform.

11. **Employees and PD Partners**

11.1. Except as set forth in the Disclosure Schedule, the Company does not employ any contract labour.

11.2. The Company is in compliance with the Contract Labour (Regulation & Abolition) Act, 1970 with respect to the contract labourers engaged by the Company.

11.3. None of the contract labourers nor the independent contractors engaged through the third party logistic service providers have made any claims of permanency of employment with the Company and there are no circumstances existing which may give rise to any such claims of permanency by the contract labourers or the independent contractors.

11.4. There is not in existence any written or unwritten contract of employment or engagement with a director or an employee of the Company (or any contract for services with any Person) which cannot be terminated by 3 (three) months' Notice or less without giving rise to a Claim for Damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal).

11.5. No amount due to or in respect of any Director or employee or former director or former employee of the Company is in arrears and unpaid other than his current salary or current contract fee for the relevant period as on the Execution Date and as on the Closing Date.

11.6. No Claims for Damages, arrears, Personal injuries or any other amounts have been made, or are threatened to be made, by any employees, officers or Director, against the Company.

11.7. The Company has, in relation to each of its employees and each of its former employees, complied in all material respects with all Applicable Law, regulations, collective agreements, orders, awards and codes of conduct and practice relevant to terms and conditions of service, and to the relations between it and its employees and any trade union, including, without limitation, payments of all statutory liabilities of the Company in a timely manner towards bonus, gratuity, provident fund, insurance, and similar requirements.

11.8. The Company does not have any employee stock option, stock purchase, and stock appreciation right or phantom stock option schemes for its employees, except for the ESOP Plan 2015 (as amended on June 14, 2019) and the ESOP Plan 2021.

11.9. No Director or Key Managerial Personnel of the Company:

(i) is entitled to any committed profit or any committed bonus or share compensation;

- (ii) has been given an un-expired Notice terminating his contract of employment or engagement, as the case may be;
 - (iii) has given Notice of termination of his employment or engagement in such capacity, and to the best of the knowledge, information and belief of the Founders and the Company, no such Person has any current intention of giving such Notice;
 - (iv) is under Notice of dismissal; or
 - (v) has been terminated in circumstances which may give rise to a Claim against the Company in relation to loss of office or termination of employment (including, without limitation, redundancy) or engagement.
- 11.10. There are no investigations (existing or threatened in writing) against the Company by any concerned department/s of labour.
- 11.11. There are no matters as regards industrial relations affecting the Company, which are or have been referred to the concerned departments of labour or any other similar government agency for advice, conciliation or arbitration.
- 11.12. There are no policies, practices, procedures or proposed programmes in relation to redundancy.
- 11.13. There are no payments, loans, or other enhanced benefits, which have been promised to the employees or paid to former employees from the time of incorporation of the Company, where such payments exceed the level of the statutory redundancy payment and there are no details of any compensation calculation formula or selection criteria adopted by the Company in this respect.
- 11.14. There are no employees who belong to any particular trade union or staff associations, which affect employees or any standing elected employee representative who have been provided with information or consulted with in the past.
- 11.15. There are no trade unions recognised by the Company and there are no collective agreements or other arrangements, agreements, understandings or any sole bargaining / collective bargaining arrangements between the Company and trade unions. The Company is not a party to any agreement with any industrial organisation in respect of its employees and their employment or engagement.
- 11.16. There are no existing or potential disputes with former employees.
- 11.17. None of its employees has any outstanding dispute with or Claim against the Company. The Company is not involved in and there are no present circumstances which are likely to give rise to any industrial or trade dispute or any dispute or negotiation regarding a Claim of material importance with any employee, trade union or association of trade unions or organisation or body of employees.
- 11.18. There are no judgments, orders, recommendations or declarations made against the Company by any court, tribunal or arbitrator in any litigation relating to employees or former employees or any employment matter inclusive of but not limited to dismissals made by the Company.

- 11.19. With the exception of any remuneration owing or benefits to be provided to employees in accordance with the normal payment or provision of such benefits or payments weekly or monthly in arrears, there are no sums or benefits, which are outstanding and owing or required to be provided to any employee.
- 11.20. There have not been any matters brought to the attention of the Company by safety representatives, safety committees, health and safety inspectors or employees or personal injury Claims made against the Company from the time of incorporation of the Company.
- 11.21. There have been no instances of the following:
- (i) periods of lay-offs and short-time working;
 - (ii) employees who work under two or more employment contracts;
 - (iii) employees or other individuals providing their services to the Company, but employed by an entity other than the Company;
 - (iv) any arrangement under which any employee has agreed to waive any benefits (whether regarded by the Company as contractual or otherwise);
 - (v) any loans by or guaranteed by the Company or any Founders to the employees;
 - (vi) any compensation or other severance payments agreed to be paid to any former director or employee but which remains unpaid to date;
 - (vii) any violations of confidentiality, non-competition or inventions regarding the agreements between employees and their prior employers.
- 11.22. To the best of Company's knowledge, no employee of the Company is obligated under any contract or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with the use of his or her efforts to promote the interests of the Company or that would conflict with the Business as currently conducted. To the best of Company's knowledge, neither the execution nor delivery of this Agreement, nor the carrying on of the Business by the employees of the Company, nor the conduct of the Business as presently conducted, will, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated.
- 11.23. No employee, officer, Director or Shareholder of the Company or any of such Person's Relative is indebted to the Company, nor is the Company committed to make loans or extend or guarantee credit to any of them other than (i) for payment of salary for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of the Company and (iii) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under any stock option plan approved by the Company's Board of Directors and stock purchase agreements approved by the Company's Board of Directors).
- 11.24. To the best of the Company's and the Founders' knowledge, no employee, officer, director or shareholder of the Company has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except in connection with the ownership of stock in publicly-traded companies.

- 11.25. To the best of the Founders' knowledge and the Company's knowledge, no employee, officer, Director or Shareholder, nor any of their immediate family members, is, directly or indirectly, interested in any contract with the Company (other than such contracts as related to any such Person's ownership of capital stock or other securities of the Company).
- 11.26. The Company is not in violation of any of the extant labour regulations of India with regard to employment of any expatriate employee.
- 11.27. With respect to the PD Partners:
- (i) The PD Partners are employed on a non-exclusive and principal to principal basis;
 - (ii) The PD Partners are not associated with any particular trade union or association;
 - (iii) The Company has (a) not suffered or is not suffering nor, to the best of its knowledge, anticipates any labour strike, lockout, work stoppage or other labour dispute; or (b) no union organization campaign is in progress with respect to any of its PD Partners;
 - (iv) No Claims for Damages, arrears, personal injuries or any other amounts have been made, or to the best knowledge of the Company are threatened to be made, by any of the PD Partners;
 - (v) To the best knowledge of the Company, the PD Partners have the necessary approvals and registrations for providing services to the Company and are not disqualified under Applicable Law from providing the services;
 - (vi) There are no existing or to the best knowledge of the Company threatened disputes with the current or past PD Partners; and
 - (vii) There have been no claims of employment from any of the PD Partners and to the best knowledge of the Company no such claims are threatened to be made.

12. Authorisations for carrying on Business

- 12.1. The Company has obtained all necessary authorisations, consents, licences and registrations as required by Applicable Law to carry on the Business properly. In respect of each such authorisation:
- (i) Other than as Disclosed, all fees, as and when considered final by the relevant Governmental Authority, have been paid;
 - (ii) all conditions have been duly complied with; and
 - (iii) neither any of the Founders nor the Company is aware of any factor that might prejudice its continuance or renewal.
- 12.2. The Company is not subject to any current, pending or potential enforcement proceedings, including criminal prosecutions, administrative proceedings, appeals, statutory enforcement Notices, orders, civil litigation and outstanding insurance Claims involving any environmental or health and safety issues.
- 12.3. Neither the Company nor any of its Subsidiaries is engaged in insurance, banking and financial services, telecommunications, public utility businesses or any other regulated businesses.

- 12.4. The Company is not in violation of any Applicable Law, and no material expenditures are or will be required in order to comply with any Applicable Law.

13. Assets

- 13.1. Each and every asset (including but not limited to tangible, intangible, movable or immovable Assets) used by the Company:
- (i) is reflected in the financial statements of the Company;
 - (ii) is consistent with its age, in good repair and condition;
 - (iii) is in satisfactory working order;
 - (iv) has been properly and regularly maintained and serviced;
 - (v) is not dangerous or unsuitable for the purpose for which it is used;
 - (vi) is capable of doing the work for which it was designed or purchased and will be capable (subject to fair wear and tear) of doing so over the period of time in which it will be written down to a nil value in the accounts of the Business under the Company's current accounting policies;
 - (vii) is not surplus to the requirements of the Business; and
 - (viii) is recorded in the fixed Assets register in respect of the Business.
- 13.2. There are no liens, hypothecation or any other third party or creditor Claims against any of the Assets (including but not limited to tangible, intangible, movable or immovable Assets) of the Company and all the Assets (including but not limited to tangible, intangible, movable or immovable Assets) of the Company are free from all encumbrances or third party or creditor Claims. There is no impairment to the carrying value of the Assets included in the Delivered Financial Statements.
- 13.3. The existing trade receivables, current investments, inventory, loans and advances, which are outstanding at the Closing are recoverable and realisable at the value stated in the Delivered Financial Statements. All inventory consists of a quality and quantity usable and saleable in the Ordinary Course of Business, except for obsolete items and items of below standard quality, all of which have been written off or written down to net realizable value. All inventories not written off have been priced at the lower of cost or market value. The quantities of each type of inventory, whether raw materials, work in process or finished goods, are not excessive in the present circumstances of the Company. All of the inventory of the Company reflected in the Delivered Financial Statements is located at its facilities and all inventory is owned by the Company and is not held (on consignment or otherwise) for or on behalf of any other person. The cash and bank balances are realizable and free from Encumbrances (except for nodal account balances).
- 13.4. The Company is the absolute owner of its proprietary information and there is no infringement of third party Proprietary Rights.

14. Compliance with Legislation and Absence of Litigation

- 14.1. All business being carried on by the Company and Scootsy are of nature in which foreign direct investment of 100% (one hundred per cent) under the automatic route is permitted pursuant to the provisions of the Foreign Exchange Management Act, 1999 and the regulations framed

thereunder. Further, the business carried on by Supr is of nature where foreign direct investment of 100% (one hundred per cent) under the government route is permitted pursuant to the provisions of the Foreign Exchange Management Act, 1999 and the regulations framed thereunder and necessary approvals from Governmental Authority have been procured in this regard.

- 14.2. Neither the Company nor any of the Founders, nor to the best of Company's and Founders' knowledge, any of the Company's officers, agents or employees, has committed or omitted to do any act or thing the commission or omission of which is in contravention of any Applicable Law in respect of the Company, including any legislation.
- 14.3. The Company is in compliance with all the provisions of the Act, the relevant rules and regulations thereunder and the secretarial standards as notified by the Ministry of Corporate Affairs with effect from July 01, 2015 pursuant to Section 118 of the Act, as amended from time to time.
- 14.4. All statutory dues with respect to the Company's employees (including under the Employees' State Insurance Act, 1948 and the Employees' Provident Funds and Miscellaneous Provisions Act, 1952) have been deposited with the appropriate regulatory authorities, along with interest and penalties, as the case may be.
- 14.5. The Company is in compliance with the (a) memorandum of understanding dated June 2, 2020 entered into between the Company and the West Bengal State Beverages Corporation Limited and (b) the order by the Excise Department, Odisha dated May 23, 2020 in respect of the Alcohol Delivery Platform. The Company has all requisite permits and it in compliance with all such permits and Applicable Law in respect of delivery of alcoholic beverages and the Alcohol Delivery Platform.
- 14.6. The Company does not have any Claims or liabilities arising or any actions, investigations, orders from any Governmental Authority with respect to any research, test or business activity undertaken by the Company.
- 14.7. The Company, is not aware of, nor has it received any Notice of any action or investigation or other proceedings of any nature whatsoever, by any Governmental Authority or any other Person which:
 - (i) would restrain, prohibit or otherwise challenge or impede the transactions contemplated by the Transaction Documents; or
 - (ii) would be likely to have a Material Adverse Effect on the Company or the Business; or
 - (iii) is with respect to an alleged or actual violation and/or failure to comply with any Applicable Law; or
 - (iv) is with respect to an alleged or actual violation and/or failure to comply with its constitutional document; or
 - (v) require the Company to take or omit any action.
- 14.8. Neither the Company nor any Person, for whom it may be vicariously liable, is or has been engaged in any prosecution, litigation, arbitration proceedings or administrative or governmental investigation or challenge as plaintiff, defendant, and third party or in any other capacity. There are no such matters pending or, to the best knowledge of the Founders, threatened in respect of

which verbal or written communication has been given or received by or against the Company. There are no facts or disputes which may or might give rise to any such matters.

- 14.9. There is no allegation or complaint or report that the Business has been conducted otherwise than in accordance with Applicable Law.
- 14.10. There are no investigations pending or to the best of Company's knowledge threatened in respect of the Company by any Governmental Authority.
- 14.11. The Company is not subject to any order, waiver, declaration, exemption or Notice granted or issued by any governmental, administrative or regulatory body.
- 14.12. The Company is not involved in any dispute, whether as claimant or defendant, involving more than INR 2,500,000 (Indian Rupees two point five million) individually.
- 14.13. There is no litigation, arbitration, administrative or criminal proceedings, pending, threatened or expected, involving the Company or any past or present directors, officers or employees of the Company where the amount claimed by or against the Company is, or is likely to be, more than INR 2,500,000 (Indian Rupees two point five million) individually, or the proceedings have had or are likely to have a Material Adverse Effect on the Business of the Company.
- 14.14. There is no order or direction of any court, tribunal, governmental or statutory authority made and currently in force against the Company.
- 14.15. No court, tribunal, governmental or statutory authority has issued any judgment, order, injunction, or decree, which has or is likely to have a Material Adverse Effect on the Business and/or Company's Assets.
- 14.16. There is no undertaking in existence given by the Company to any court or governmental agency or other authority.
- 14.17. Neither the Company nor the Founders have committed:
 - (i) any criminal or unlawful act;
 - (ii) any breach of fiduciary obligation under Applicable Law; or
 - (iii) any material breach of contract or statutory duty or any tortious act which could entitle any third party to terminate any contract / agreement to which the Company is a party, or which could have a Material Adverse Effect on the Company or the Business.
- 14.18. The Company is not a "United States real property holding corporation" as defined in Section 897(c)(2) of the Code (a "USRPHC") and has not been a USRPHC during the five-year period ending on the Closing Date.
- 14.19. The Company has adequate systems in place to ensure compliance with Applicable Laws.

15. LPA related representation

- 15.1. **Export.** The Company represents that it does not engage in activities prohibited to persons subject to the jurisdiction of the United States by the United States Trading with the Enemy Act of 1917, as amended, or the United States International Emergency Economic Powers Act of 1977, as amended, or the regulations promulgated under either such Act. The Company further represents that it does not, and is not expected to, conduct operations from or do business directly

or indirectly in or with Cuba, Northern Ireland, Myanmar, Iran, or Sudan and agrees to inform the Investor if this status should change.

- 15.2. **Munitions.** The Company represents that it does not engage in the manufacture, production, acquisition, development, use, or testing of any weapon or explosive device, nuclear or otherwise (collectively “**Munitions**”), and that the transaction(s) contemplated hereby will not facilitate, assist, encourage or induce the Company, or any other person or entity, in the manufacture, production, development, acquisition use or testing of any Munitions. In addition, the Company covenants not to control any Munitions.

16. Governmental Approvals

- 16.1. The Company possesses all mandatory approvals required under Applicable Law for the conduct of or operation of its Business and activities as currently conducted or for ownership of its Assets. The Company is not required to obtain any approvals that are otherwise required for the Business or ownership or operations of its Assets. The Company has performed all its obligations under each approval and is in compliance with all conditions in each such approval. No event has occurred, or condition or state of facts exists which constitutes or, after notice or lapse of time or both, would constitute a breach or default under, or which would allow revocation or termination of, any such approval. Neither the Company nor any Founder has received notice of cancellation, default or dispute concerning or amendment or modification of any such approval. All such approvals as are required to carry on the Business shall subsist after the Closing Date subject to their terms.

17. Insurance

- 17.1. All insurable risks in respect of the Business and Assets of the Company and its Subsidiaries are covered by such insurance policies and the types and amounts of coverage provided therein are (i) usual and customary in the context of the Business and the operations of the Company and its Subsidiaries; and (ii) sufficient so as to comply with the requirement of the governmental approvals, or under Applicable Law or contract, including contracts with customers. There is no Claim by the Company or its Subsidiaries, other than in the Ordinary Course of Business pending under any of such policies.

18. Proprietary Rights

- 18.1. The Company owns all Proprietary Rights, internet domain names, confidential information used by the Company without any Claims or Encumbrances of any manner. All Proprietary Rights (whether created by third party consultants engaged by the Company or any Person) are validly assigned (worldwide and in perpetuity) or registered in the name of the Company. The Company has used all Proprietary Rights assigned to it within 1 (one) year from such assignment.
- 18.2. The Company to its best knowledge does not infringe nor is it alleged that the Company infringes or wrongfully uses any confidential information or Proprietary Rights.
- 18.3. The Company does not carry on Business under any name other than its corporate name.
- 18.4. No one has been licensed, authorized, or permitted by the Company to use a name incorporating all or part of the names of the Company or any Business names.

- 18.5. The Company owns and is in the possession and control of original copies of all manuals, guides, instruction books and technical documents (including any corrections and updates) required for effective operation of the hardware and software.
- 18.6. The Company has appropriate disaster recovery systems in place in respect of hardware and software used in its Business.
- 18.7. There are no current, pending or to the best of Company's knowledge threatened actions being brought by the Company against the third parties or by any third party against the Company for infringement of Proprietary Rights, passing-off, misuse of confidential information or breach of confidentiality and no such Claims have been settled by giving any undertaking which remains in force.
- 18.8. The Company does not believe it is or will be necessary to use any inventions of any of its employees made prior to their employment by the Company.
- 18.9. No claims have been made or threatened by present employees or ex-employees of the Company under any statutory inventor compensation provision, or like employee compensation provision, in any jurisdiction.
- 18.10. The Company is not in default under any licence, sub licence or assignment granted to it in respect of any Proprietary Rights used in relation to its Business.
- 18.11. Where information of a confidential nature has been developed or acquired by the Company for the purposes of its Business prior to the date hereof, such information (except insofar as it has fallen into the public domain through no fault of the Company) has been kept strictly confidential and has not been disclosed otherwise than subject to an obligation of confidentiality being imposed on the Person to whom the information was disclosed. The Company is not aware of any breach of such confidentiality obligations by any third party.

19. Records and Corporate Matters

- 19.1. All accounts, books, ledgers, and financial and all other records of the Company:
 - (i) have been fully and properly maintained and contain complete and accurate records in all material respects of all the matters required to be entered in them by Applicable Law;
 - (ii) do not contain or reflect any material inaccuracies or discrepancies;
 - (iii) give a true and fair view in all material respects of the trading transactions, state of affairs, results, financial and contractual position and Assets and liabilities of the Company;
 - (iv) have been prepared in accordance with applicable accounting standards in the place of incorporation of the Company; and
 - (v) are in the possession (either by itself or through its registered agent) and unqualified Control of the Company.
- 19.2. Accurate and up to date copies of the Memorandum and Articles or other constituent documents of the Company are in the possession of the Company (either by itself or through its registered agent), and have been provided to the Investor, or its advisers or other representatives.

- 19.3. **Meetings of Board and Shareholders.** The Company has complied with and are complying with all requirements of the Act and the relevant charter documents for validly conducting the meetings of the Board and its members, and have duly reflected the proceedings of the meetings in the respective minutes.
- 19.4. All documents required to be filed with any governmental regulatory body under any Applicable Law have been duly filed, without delay, and without any liability in the event of the delay.
- 19.5. The statutory registers and books including the minute books and register of members of the Company has been properly and accurately maintained in accordance with Applicable Law and written up to date in all respects and contain full and accurate records, including of existing Shareholders (whether legal or beneficial owners) and Directors of the Company, of all resolutions passed by the Directors and the Shareholders of the Company, and all issuances and Transfer of Shares or other securities of the Company.

20. **Taxation**

- 20.1. The accounts contain provisions adequate to cover Taxes for or in respect of the Company and its Subsidiaries for all periods up to the date of execution of this Agreement. No additional or other Taxes are or will be payable (whether on, before or after Closing) by the Company or its Subsidiaries in respect of periods prior to Closing Date.
- 20.2. The Company and its Subsidiaries are not subject to any Tax audit or investigation or Tax claims or liabilities. The Company and its Subsidiaries have no Notice of any Tax disputes or other liabilities of Taxes in respect of which a Claim has been made or Notice has been issued against the Company or its Subsidiaries and to the best knowledge of the Company and its Subsidiaries no circumstances exist which may give rise to such Claims or Notice.
- 20.3. No additional liability for Tax has accrued to the Company or its Subsidiaries otherwise than as a result of trading activities in the Ordinary Course of Business.
- 20.4. The Company and its Subsidiaries have deducted and/or shall deduct all Taxes required to be deducted from any payments made by them and/or in respect of any transactions or actions involving them which have occurred prior to the Closing Date and have duly made all filings and/or shall make filings within the due date required under Applicable Law, if any in relation to such deductions.
- 20.5. There are no material outstanding adjustments for Tax purposes applicable to the Company or its Subsidiaries required as a result of changes in methods of accounting.
- 20.6. All Taxes which have been or deemed to have been assessed or imposed on the Company or its Subsidiaries, or have been required to be withheld from any payment made by the Company or its Subsidiaries to another Person:
- (i) which are due and payable, have been paid by the final date for payment by the Company and its Subsidiaries; and
 - (ii) which are not yet payable but become payable before Closing, are set apart to be paid by the due date.

- 20.7. All particulars given to any taxation authority in connection with or affecting any application for any ruling, consent or clearance on behalf of the Company or its Subsidiaries fully and accurately disclose all facts and circumstances material for the decision of the Taxation authority. Each ruling, consent or clearance is valid and effective. Each transaction for which that ruling, consent or clearance had previously been obtained has been carried into effect in accordance with the terms of the relevant application, ruling, consent or clearance.
- 20.8. All necessary information, Notices, computations and returns have been properly and duly submitted by the Company and its Subsidiaries to each relevant taxation authority in respect of Taxes for or in respect of the Company and its Subsidiaries for all periods up to the Closing Date. There is no ongoing/pending/unresolved correspondence or dispute with any taxation authority in relation to an alleged breach of Applicable Law. Neither any Taxation authority nor any other fiscal authority has at any time carried out or at present conducting any investigation into all or any part of the Business or affairs of the Company and its Subsidiaries. The Company, its Subsidiaries and the Founders are not aware of any reason owing to which any such investigation would be initiated.
- 20.9. The Company and its Subsidiaries maintain and have retained in all material respects for the period required by Applicable Law:
- (i) accurate records of all Assets for Taxation purposes;
 - (ii) without limiting the generality of the foregoing, accurate records of all information relating to those Assets for Taxation purposes; and
 - (iii) all other records that the Company and its Subsidiaries are required to maintain under Applicable Law relating to Taxes.
- 20.10. The Company and its Subsidiaries are not a party to any transaction or arrangement existing at the time of signing of this Agreement, which is not of an arm's length nature or not made in connection with its Business. The Company and its Subsidiaries have maintained all documentation necessary to identify the terms of such transactions.
- 20.11. All stamp duty and other similar Tax payable in respect of every contract, agreement or transactions to which the Company or its Subsidiaries are or have been a party, or by which the Company or its Subsidiaries derive, have derived or will derive a substantial benefit, have been duly paid. No contract or agreement is unstamped or insufficiently stamped. No event has occurred as a result of which any duty has become payable, from which the Company or its Subsidiaries may have obtained relief.
- 20.12. The Company and its Subsidiaries have obtained registration under the Central Goods and Services Tax Act, 2017.
- 20.13. The Company and its Subsidiaries have not made any investments in mutual funds or shares which are capable of earning exempt income. The Company and its Subsidiaries have utilized the term loan amounts for its day to day operations and not for acquiring any asset. Income Computation and Disclosure Standards do not have any impact on computation of taxable income of the Company and its Subsidiaries.
- 20.14. The Company and its Subsidiaries have not entered into nor have they ever been a party to any transaction, scheme or arrangement which was entered into solely with a view to avoid any actual or potential Tax liability.

- 20.15. All reliefs and Tax benefits are validly and properly claimed and are supported with adequate documentation and to the best knowledge of the Company and its Subsidiaries, there are no circumstances in existence which may cause the disallowance in whole or part of any such relief or benefit at any time.

21. Financial Statements

- 21.1. True, correct and complete copies of the audited financial statements for the financial year ended March 31, 2021 and unaudited financial statements for the period ended September 30, 2021 and details of the aggregate contingent liabilities of the Company and its Subsidiaries (whether or not disclosed in such financial statements) have been provided to the Investor (collectively, the “**Delivered Financial Statements**”).

- 21.2. The Delivered Financial Statements have been prepared in accordance with the Applicable Law and applicable accounting standards:

- (i) show a true and fair view in all material respects of the Assets and liabilities and of the state of affairs, financial position and results of the Company;
- (ii) show a true and fair view in all material respects of the profit or loss of the Company;
- (iii) are not affected by any abnormal or extraordinary item;
- (iv) take account of all gains and losses, whether realised or realisable, arising from foreign currency transactions and on translation of foreign currency financial statements;
- (v) include reserves and provisions for taxation that are sufficient to cover all Tax liabilities of the Company;
- (vi) provide for all liabilities for long service leave and annual leave entitlements;
- (vii) provide for all other liabilities (whether quantified, contingent or otherwise) of the Company; and
- (viii) give full particulars in the notes of all contingent liabilities and commitments and any other liabilities which cannot be quantified.

21.3. Trade Debts

- (i) The receivables owing from trade debtors included in the audited accounts owed to the Company have realised or will be realised in the Ordinary Course of Business (but in respect of each debt, no later than 90 (ninety) days after it first arose).
- (ii) Each receivable (other than those due from trade debtors) shown as an asset of the Company in the audited accounts represent *bona fide* sales made in Ordinary Course of Business.
- (iii) The receivables owing from trade debtors owed to the Company at the Closing Date (other than debts included in the audited accounts) will be realised within 90 (ninety) days of the date of invoice.

- (iv) Each receivable (other than those due from trade debtors) shown as an asset of the Company in the Delivered Financial Statements is a valid and subsisting debt and the Company will realise the nominal amount of the debt (and all interest and other charges payable) in accordance with its terms.
 - (v) The receivables (other than those owing from trade debtors) owed to the Company at the Closing Date be realised within 90 (ninety) days of the date of invoice.
 - (vi) No receivable owed to the Company has been written down or written off.
- 21.4. The profits or losses of the Company shown in the accounts have not, to any material extent, resulted from:
- (i) inconsistencies of accounting practices;
 - (ii) the inclusion of abnormal or extraordinary items of income or expenditure;
 - (iii) transactions entered into other than on normal commercial terms; or
 - (iv) any other factors rendering the profits or losses for all or any of those periods abnormally high or low.
- 21.5. Each of the following is true and reflected in the accounts:
- (i) Redundant, obsolete, excessive and slow moving inventories of the Company have been written off or written down to an amount not greater than their net realisable value in the Ordinary Course of Business.
 - (ii) The basis of valuation for inventories as set out in the accounts has remained substantially the same in respect of the commencement and end of each of the accounting periods of the Company from the Company's date of incorporation.
 - (iii) The rate of depreciation applied to each item of property, plant and equipment has been consistently applied over previous accounting periods of the Company.
 - (iv) The value attributed to each fixed asset of the Company does not exceed its current market value.
- 21.6. The Company has not or is not engaged in financing of a type which is not required to be shown or reflected in the audited accounts.
- 21.7. 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 the Delivered Financial Statements in accordance with Applicable Law consistently applied without any changes in accounting policies.
- 21.8. There is no set off arrangement between the Company and any other Person.
- 21.9. All accounts and notes receivable of the Company have arisen from *bona fide* transactions in the Ordinary Course of Business and are payable on ordinary trade terms.
- 21.10. The Company has not borrowed any amounts from any persons other than its members.

- 21.11. All books and records of the Company that are material including statutory registers and books including the minute books and register of members, directors, charges, interested directors financial, corporate, operations, sales, books of accounts, purchase records, list of major clients and service providers/suppliers, and all other documents, files, records, correspondence, financial or otherwise have been properly and accurately kept, written up to date, maintained and updated in all respects and such updated books and records have been delivered or made available to the Investor. All such books and records fairly and correctly set out and disclose the status of affairs, business, practices and financial position of the Company in accordance with the Applicable Laws and all financial matters have been accurately recorded in such books and records. There is no fact which has been concealed or omitted from the books and records, which may, or be reasonably construed to, have a material adverse effect. The statutory registers and books including the minute books and register of members, directors, charges, interested directors and all other registers and books of the Company as prescribed under Applicable Law have been properly and accurately maintained and written up to date in all respects and contain full and accurate records in accordance with Applicable Law.
- 21.12. The Company does not have any obligations or liabilities of any nature or any financial indebtedness or other transaction having the commercial effect of a borrowing (whether accrued, absolute, contingent, secured, unsecured or otherwise), other than as stated in the Delivered Financial Statements.
- 21.13. Except as set forth in the Delivered Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the Ordinary Course of Business subsequent to March 31, 2021; (ii) obligations under contracts and commitments incurred in the Ordinary Course of Business; and (iii) liabilities and obligations of a type or nature not required under the Applicable Law to be reflected in the Delivered Financial Statements. All information having a material impact have been provided for the purpose of due diligence and no material misstatement of financial information, undisclosed liabilities and potential write-offs exists.
- 21.14. Since March 31, 2021
- (a) there has been no material adverse change in the financial position of the Company or its Subsidiaries;
 - (b) the Business of the Company and its Subsidiaries has been carried on in the Ordinary Course of Business;
 - (c) There has not been any Material Adverse Effect or an event of default under any agreement to which the Company or its Subsidiaries are a party, or any change, event, development, condition, circumstance or state of facts that, individually or in the aggregate, was or is likely to be a Material Adverse Effect or an event of default under any agreement to which the Company or its Subsidiaries is a party;
 - (d) The Company and its Subsidiaries have adequately provided for all amounts (including Taxes) that should have been accounted for or reserved by it in accordance with GAAP and IND AS;
 - (e) there are no plans that may affect the carrying value or classification of Assets and liabilities of the Company and its Subsidiaries;

- (f) there has not been any waiver by the Company or its Subsidiaries of a valuable right or of a material debt owed to it;
- (g) no loans have been given by the Company or its Subsidiaries to any Person except for trade credits to its customers in the Ordinary Course of Business;
- (h) there are no events that have occurred or matter been discovered which may require adjustment to the accounts delivered to the Investor; and
- (i) it has not incurred any additional borrowings or incurred any other Indebtedness.

22. Related Party Transactions

- 22.1. The Company, its Subsidiaries, or the Founders with respect to the Company, have no transactions with any Related Party other than on arm's length basis and all transactions entered into by the Company and its Subsidiaries with Related Parties are in compliance with Applicable Laws (including the Act). All past and present commitments, obligations and liabilities pertaining to transactions between the Company, its Subsidiaries and any Founder, officer, director, or any other Related Party are set forth in the Disclosure Schedule. The Company and its Subsidiaries are not indebted, directly or indirectly, to any Related Party, other than in connection with expenses or advances of expenses incurred in the Ordinary Course of Business or employee relocation expenses and for other customary employee benefits made generally available to all employees. No Related Party has any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of the Company's or its Subsidiaries' customers, suppliers, service providers, joint venture partners, or licensees or (ii) financial interest in any material contract with the Company or its Subsidiaries.
- 22.2. There exist no guarantees or other similar commitments given by the Company and its Subsidiaries for the performance of obligations of any of the Founders.

23. Property

- 23.1. The properties set out in the Disclosure Schedule comprise the leasehold premises, used and/or occupied by the Company as on date ("**Properties**").
- 23.2. Other than the Properties, the Company does not own or lease any immovable property.
- 23.3. The Company has a valid freehold or leasehold or licensed interest, as the case may be, in the Properties. The Properties are fully maintained in good repair and are currently used by the Company and no part of any Properties is leased, sub-leased or licensed, as the case may be, to a third party. To the best of the Company's knowledge, there are no circumstances which could adversely affect the present use of the Properties by the Company.
- 23.4. The Properties are not subject of any official complaint or Notice of violation of any applicable zoning, building or other Applicable Law and no such violation is known to exist. To the best of the Company's knowledge, there exist no restrictions of any nature with regard to the use or occupancy, which is likely to preclude or impair the use and occupancy of the Properties, including installations and improvements thereon, for the purpose of existing Business of the Company.
- 23.5. The lease and/or leave and license agreements in respect of the Properties used by the Company are presently in force, adequately stamped and are registered and are valid and binding.

- 23.6. The Company has not received a Notice of termination in relation to the lease and/or leave and license agreements in respect of any of the Properties.
- 23.7. The Properties are not subject to the payment of any outgoings nor is the Company actually or contingently liable to pay any sums in relation to any of the Properties other than the usual rates and taxes, maintenance expenses and, in the case of leaseholds, rent, insurance rent and service charge.

24. Information Technology Matters

- 24.1. The use of the computer systems by the Company and/or the Founders does not infringe the Proprietary Rights of any third party. The Company has exclusive control of the operation of the Company's computer systems and of the storage, processing and retrieval of all data stored on the Company's computer systems and any Proprietary Rights in such data are owned solely by it.
- 24.2. All the records and systems (including but not limited to computer systems) and all data and information relating to the Company are recorded, stored, maintained or operated or otherwise held by the Company and are not wholly or partly dependent on any facilities which are not under the exclusive ownership or control of the Company.
- 24.3. The Company is licensed to use all software necessary to enable it to continue to use its computerised records for the foreseeable future in the same manner in which they have been used prior to the date of this Agreement and does not share any user rights in respect of such software with any other Person.
- 24.4. The Company's information technology systems have not failed and the data which they process has not been corrupted. To the best of Company's knowledge, the Company's information technology systems do not contain viruses, bugs or things which distort their proper functioning, permit unauthorised access or disable them without the consent of the user.
- 24.5. The Company is in compliance with the Information Technology Act, 2000, and the rules framed thereunder ("**IT Act**"). There are no existing or prior claims, enquiries or notices against the Company for violation of the IT Act or the rules and regulations formulated thereunder.

25. Ethical Practices

- 25.1. The Company, its Subsidiaries, their respective employees, agents and their consultants and each other person acting for, or on behalf of, the Company or its Subsidiaries, have complied with the United Kingdom Bribery Act, 2010 (the "**UKBA**"), FCPA, Prevention of Corruption Act, 1988 (the "**PCA**") and all other Applicable Laws regarding illegal payments and gratuities (collectively with the UKBA, PCA and the FCPA referred as the "**Improper Payment Laws**"). The Founders, the Company and its Subsidiaries, are not under investigation with respect to and have not been given notice of, any violation of any Improper Payment Laws applicable to the Business of the Company and its Subsidiaries, as presently conducted or as has been conducted.
- 25.2. Neither the Company nor any of the Company's directors, officers, employees or agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in FCPA), foreign political party or official thereof or candidate for foreign political office for the purpose of (i) influencing any official act or decision of such official, party or candidate, (ii)

inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person.

- 25.3. Neither the Company nor any of its Subsidiaries, officer, director, agent or employee purporting to act on behalf of the Company or any other related party has at any time, directly or indirectly:
- (i) made, provided or paid any unlawful contributions, gifts, entertainment or other unlawful expenses to any candidate for political office, or failed to disclose fully any such contributions in violation of any Applicable Law;
 - (ii) made any payment to any local, state, federal or any other type of governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by Applicable Law (including without limitation, the FCPA, as amended);
 - (iii) made any payment to any agent, employee, officer or director of any entity with which the Company or any other related party does business for the purpose of influencing such agent, employee, officer or director to do business with the Company or any Related Party;
 - (iv) engaged in any transaction, maintained any bank account or used any corporate fund, except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company and/or any other related party;
 - (v) violated any provision of the FCPA, as amended;
 - (vi) violated any provision of the UKBA, as amended;
 - (vii) violated any provision of PCA, as amended; or
 - (viii) made any payment in the nature of criminal bribery or any other unlawful payment.
- 25.4. Neither the Company nor any of its directors, officers, employees or agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation.
- 25.5. Neither the Company, any of its Subsidiaries or to the Company's knowledge, any of its or its Subsidiaries, officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution, or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").
- 25.6. Neither any Group Company nor any Founder has:
- (i) obtained or induced, directly or indirectly, through any person nor will attempt to so obtain or induce the procurement of the investment or any contract, consent, approval, right, interest, privilege or other obligation or benefit related to the investment or a favorable relationship with the Investor or any other entity known by the Company or any Founder to be an affiliate of the Investor through any violation of law or regulation; or
 - (ii) given or agreed to give nor shall give or agree to give to any person, either directly or indirectly, any placement fee, introductory fee, arrangement fee, finder's fee or any other fee, compensation, monetary benefit or any other benefit, gift, commission, gratuity, bribe

or kickback, whether described as a consultation fee or otherwise (“**Fees**”), with the object of obtaining or inducing the procurement of the investment or any contract, right, interest, privilege or other obligation or benefit related to the investment or a favorable relationship with the Investor or any other entity known by the Company or any Founder to be an affiliate of the Investor. For the avoidance of doubt, the following shall not be deemed to be Fees within the meaning of this paragraph 25.6(ii): (a) any payments that are legitimate in the normal course of business between each party hereto pursuant to the Transaction Documents; (b) items or services, including meals, refreshments or entertainment, of an inconsequential or immaterial cost or value; (c) any fees paid to placement agents previously disclosed to the Investor and (d) the regular and customary compensation and benefits received by either party’s employees in the ordinary course of business and consistent with past practice;

with such representation and warranty in this paragraph 25.6 given to, and for the benefit of, the Investor and its Affiliates.

- 25.7. None of (a) the Company or any of its Subsidiaries or (b) any officer, employee, director, agent, affiliate or person acting on behalf of the Company or any of its Subsidiaries, ((a) and (b) collectively, “**Relevant Person**”) is a Relevant Person that is owned or controlled by a person that is targeted by or the subject to of any sanctions from time to time administered by the Office of Foreign Assets Control of the U.S. Department of Treasury (“**OFAC**”), or by the U.S. Department of State or by Her Majesty’s Treasury or any sanctions imposed by the European Union (including under Council Regulation (EC) No. 194/2008), the United Nations Security Council or any other relevant governmental entity and any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, as amended or the Iran Sanctions Act, as amended (collectively, the “**Sanctions**”).

26. **Environment Matters**

- 26.1. The Company has complied and is in compliance with all applicable environmental laws and has obtained and is in compliance with all applicable environmental permits. No notice of violation, notification of liability or request for information has been received by the Company, and no litigation is pending or to the knowledge of the Company or the Founders threatened by any Person involving the Company relating to or arising out of any environmental law. No order has been issued, no penalty or fine has been assessed involving the Company relating to or arising out of any environmental law.
- 26.2. Neither the Company nor to the knowledge of the Company or the Founders any other Person has caused or taken any action that could reasonably be expected to result in any liability or obligation relating to (a) the environmental conditions at, on, above, under, or about any Properties or assets currently or formerly owned, leased, operated or used by the Company or any predecessors in interest, or (b) the past or present use, management, handling, transport, treatment, generation, storage, disposal, release or threatened release of hazardous substances.
- 26.3. No construction or capital expenditure is required in respect of the properties and assets of the Company in order to comply with any environmental law.
- 26.4. The projections and forecasts in the business plan and the budget make full provision for the costs of compliance by the group with all environmental law of which the Founders or the Company are aware (including any environmental law which the Founders or the Company

know is scheduled to come into force during the period covered by the business plan and the budget).

- 26.5. So far as the Founders and Company are aware, each Group Company has complied with, and continues to comply with, environmental law.

27. Independent Warranties

For avoidance of doubt, the foregoing Warranties shall be separate and independent, and save as expressly provided shall not be limited by reference to any other Clause or anything in this Agreement or its Annexures or Schedules.

SCHEDULE 9: LIMITATION ON LIABILITY

1. Limitations on Quantum

The liability of the Indemnifying Party in respect of any Claim:

- 1.1 shall not arise unless and until the amount of a single Claim, or series of closely related claims (i.e., claims pertaining to the same or comparable closely related subject matter or claims which have the same cause of action) exceed(s) USD 300,000 (in which case the liability of the Indemnifying Party shall be limited to the excess over USD 300,000;
- 1.2 shall not arise unless and until the amount of all Claims for which it would, in the absence of this provision, be liable exceeds 1% (One percent) of the total amount received by the Company pursuant to issuance of Series K CCPS as per this Agreement, in which case the liability of the Indemnifying Party shall be the full amount of all such Claims; and
- 1.3 shall not (when aggregated with the amount of all other Claims and including all legal and other professional fees and expenses payable by the Indemnifying Party in respect of all such Claims), save for Claims in connection with or arising out of any fraud, gross negligence or wilful misconduct by the Company, exceed the Subscription Amount.

2. Time Limits

The Indemnifying Party shall not be liable in respect of any Claim unless written notice containing all such details available with the Investor, as may be necessary for the assessment of such Claim by the Indemnifying Party, is given by or on behalf of the Indemnified Party to the Indemnifying Party:

- 2.1 in the case of a Claim under this Agreement (other than the Tax Warranties and Fundamental Warranties), by no later than 30 (thirty) months from the Closing Date;
- 2.2 in the case of a Claim under the Tax Warranties, by no later than 7 (seven) years from the Closing Date.

The Indemnifying Party shall be liable in respect of any Claim under the Fundamental Warranties regardless of when the Claim is brought.

3. Taxation

The Indemnifying Party shall not be liable for any Claim to the extent that:

- 3.1 the Claim arises or is increased as a result of any change in the rates of Taxation, any imposition of Taxation or any change in the practice of the relevant Governmental Authority, in each case announced or becoming effective (whether or not retrospectively) on or after the Closing Date; or
- 3.2 the Claim arises as a result of any changes made after the Closing Date in the accounting bases, policies, practices or treatment of the Company undertaken in accordance with Applicable Laws.

4. Allowances, Provisions or Reserves

The Indemnifying Party shall not be liable for any Claim to the extent that allowance, provision or reserve has been made in the Delivered Financial Statements for the matter giving rise to such Claim.

5. Contingent Liability

The Indemnifying Party shall not be liable for any Claim based upon a liability which is contingent unless and until such contingent liability becomes an actual liability.

6. Retrospective Legislation

The Indemnifying Party shall not be liable for any Claim to the extent that the liability arises or is increased as a result of any legislation not in force as on the Closing Date.

7. Voluntary Acts or Omissions

The Indemnifying Party shall not be liable for any Claim arising directly as a result of any voluntary act or omission of an Indemnified Party after the Execution Date or a breach of this Agreement or any Transaction Document by the Indemnified Party in any manner whatsoever. Where any Claim is increased as a result of any voluntary act or omission of an Indemnified Party after the Execution Date or a breach of this Agreement or any Transaction Document by the Indemnified Party, the Indemnifying Party shall not be liable to the extent of such increase.

8. Duty to Mitigate

The Indemnified Party shall exercise commercially reasonable efforts to mitigate, if possible, any loss or damage which it may suffer as a result of any event or circumstance giving rise to a Claim.

9. Loss Otherwise Compensated

The Indemnifying Party shall not be liable for any Claim to the extent that:

- 9.1 the matter giving rise to such Claim has been made good or is otherwise compensated for without loss to the Indemnified Party; or
- 9.2 the Claim is recovered by the Indemnified Party under any insurance policy.

10. No Double Recovery

- 10.1 The Indemnifying Party shall not be liable in respect of any Claim if and to the extent that the loss in respect of such Claim has been recovered by the Indemnified Party under another Claim made pursuant to this Agreement.
- 10.2 The Indemnified Party shall not be entitled to recover more than once in respect of the same Claim, provided that the foregoing shall not apply to different Claims arising from the same matter.

Signature Pages Follow

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

For Invesco Developing Markets Fund through OFI Global China Fund LLC

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For Invesco Emerging Markets Equity Fund, LP

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For Invesco Emerging Markets Equity Trust

Aroon Balani

Name: Aroon Balani

Title: Vice President

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

For and on behalf of ALPHA WAVE VENTURES II, LP

By: ALPHA WAVE VENTURES GP, LTD, its general partner



Name: Scott Carpenter

Title: Authorized Signatory

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

For Baron Emerging Markets Fund



Patrick Patalino (Jan 3, 2022 07:19 EST)

Name: Patrick M. Patalino

Title: General Counsel

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

For Kotak Pre-IPO Opportunities Fund



Name: Dhiraj Rajendran

Title: Authorised Signatories



Name: Esha Harkisandas

Title: Authorised Signatory

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

For MOTILAL OSWAL FINANCIAL SERVICES LIMITED



Name: **SHALIBHADRA SHAH**

Title: GROUP CFO

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

For NAVIN HARIPRASAD AGARWAL

A handwritten signature in black ink, appearing to read 'Navin Agarwal', written over a horizontal line.

Name: NAVIN HARIPRASAD AGARWAL

Title: INDIVIDUAL INVESTOR

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

For Ghisallo Master Fund LP

A handwritten signature in black ink, appearing to read "M Germino", is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Michael Germino

Title: Authorized Signatory

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

For Axis Growth Avenue AIF-I

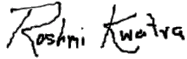
DEVENDRA Digitally signed
by DEVENDRA
NARAYAN NARAYAN
GHALSASHI
GHALSASHI Date: 2021.12.27
17:42:08 +05'30'

Name: Devendra Ghalsashi

Title: Head Operations

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

For Sixteenth Street Asian GEMS Fund



Name: Rashmi Kwatra

Title: Director

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

For Dovetail Global Fund PCC – Cell 15

A handwritten signature in black ink that reads "Mishakh Doshi". The signature is written in a cursive style and is positioned above a horizontal line.

Name: Mishakh Doshi

Title: Director

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

For Segantii India (Mauritius)

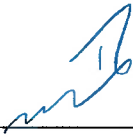


Name: Sweeteebye Balloo

Title: Director

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

For INQ Holding LLC



Name: AHMED ALI AL HAMMADI

Title: DIRECTOR

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

For Lathe Investment Pte Ltd

DocuSigned by:
Dominic Soon Keng Yew
B6C4A1B63510491...

Name: Dominic Soon Keng Yew

Title: Director

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

For MIH India Food Holdings B.V.

Roger Rabalais

Name: Roger Rabalais

Title: Authorised Signatory

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

For **IIFL MONOPOLISTIC MARKET INTERMEDIARIES FUND**



Name: Chetan Naik

Title: Fund Manager

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

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



Name: Chetan Naik

Title: Fund Manager

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

For Time Capital Foodtech Advisors LP



Name: Jungsoo Kim

Title: Director, Inception Capital Management
(GP to Time Capital Foodtech Advisors LP)

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

For Bundl Technologies Private Limited

M. Sri Harsha



Name: SRIHARSHA MAJETY

Title: DIRECTOR

ANNEXURE A: DISCLOSURE SCHEDULE

The Company makes the following specific disclosures constituting exceptions to the Warranties set out in **SCHEDULE** 8 of this Agreement (other than with respect to Fundamental Warranties).

These disclosures are made by reference to the Warranties in respect of which the disclosure is made. Each disclosure made hereunder shall qualify and be an exception to the particular Warranty against which such disclosure has been made under this Disclosure Schedule. Unless otherwise defined, all capitalized terms used in this Annexure shall have the same meaning assigned to them in this Agreement.

The information disclosed in this Disclosure Schedule is effective as of the Execution Date and may be replaced by an updated Disclosure Schedule as per Clause 6.4 of the Agreement. Such an update shall be incorporated herein by reference as Annexure A to this Agreement. In the event this Disclosure Schedule is not amended, modified or updated by new disclosures prior to the Closing Date (but after the Execution Date), then this Disclosure Schedule shall be deemed to be the updated Disclosure Schedule and be effective as of the Closing Date.

Paragr aph of Schedu le 8	Disclosure
4.2, 4.3, 4.8, 11.8	<p>As on date of execution of the Agreement, the Company has an approved ESOP pool of 10,46,23,878 (Ten crore forty six lakh twenty three thousand eight hundred seventy eight) Equity Shares under the ESOP 2015 Plan and 4,25,48,370 (Four crore twenty five lakh forty eight thousand three hundred seventy) Equity Shares under the ESOP 2021 Plan (after accounting for the Bonus Issue undertaken by the Company) accounting for 4.84% and 1.97% of the share capital of the Company, on a Fully Diluted Basis as on the Execution Date.</p> <p>As of November 30, 2021, of the ESOP 2015 Plan allocation, 69,122.75 were active grants (i.e., options granted and not cancelled or exercised) and under the ESOP 2021 Plan, there were 17,961 active grants (which amount to 9,68,40,972.75 and 2,51,63,361 Equity Shares adjusted for the Bonus Issue).</p> <p>As on the Execution Date, Sriharsha Majety has been granted a right to subscribe to 80,87,973 Equity Shares (after all adjustments pursuant to the Bonus Issue), pursuant to the conditions laid down in the Clause 16 of the Shareholders' Agreement. When subscribed, this shall constitute 0.38% of the share capital of the Company, on a Fully Diluted Basis as on the Execution Date.</p>
7.1, 7.7, 13.3	<p>The Company has availed credit facilities from banks/financial institutions and against the same certain Encumbrances have been created on the Assets of the Company, the details of which are as follows:</p> <p>(a) The Company has availed overdraft facility from HDFC Bank up to a limit of INR 19,50,00,000 (Rupees Nineteen crores and fifty lakhs only) against which lien has been created on fixed deposit of approximately INR 20,14,00,000 (Rupees twenty crores fourteen lakhs only) held by the Company;</p>

(b) The Company has availed overdraft facility from HDFC Bank up to a limit of INR 13,50,00,000 (Rupees Thirteen crores and fifty lakhs only) against which lien has been created on mutual fund investments of even value held by the Company;

(c) The Company has availed overdraft facility from ICICI Bank up to a limit of INR 19,00,70,000 (Rupees nineteen crores seventy thousand only) against which lien has been created on fixed deposits valued to INR 21,09,23,351 (Rupees Twenty crores nine lakh twenty three thousand three hundred and fifty one) held by the Company; and

(d) The Company has availed a credit facility from Standard Chartered Bank of up to INR 1,00,000 (Rupees one lakh only) against which lien has been created on fixed deposits of value INR 1,00,000 (Rupees one lakh only).

The Company has also provided bank guarantees in favour of certain third parties against which certain fixed deposits have been placed under liens by the issuing banks:

Bank	Party	Amount (INR)	FD Lien (INR)
HDFC	Havas Media India Private Limited	5,00,00,000	5,00,00,000
HDFC	Havas Media India Private Limited	10,00,00,000	10,00,00,000
ICICI	Gujarat Cooperative Milk Marketing Federation Limited (“Amul”)	25,00,000	25,00,000
HDFC	Max Hypermarket India Private Limited	5,00,000	5,00,000

7.2, 7.5 The Founders and the Company have provided indemnities to all or some of SAIF Partners India V Limited, Accel India IV (Mauritius) Limited, Norwest Venture Partners VII-A-Mauritius, Apoletto Asia Limited, Harmony Partners (Mauritius) Ltd., RB Investments Pte Ltd., Bessemer India Capital Holdings II Limited., Naspers Ventures B.V., MIH India Food Holdings B.V. Inspired Elite Investments Limited, DST Euroasia V B.V., Coatue PE Asia XI LLC, DST Investments Asia I Ltd., Tencent Cloud Europe B.V., HH BTPL Holdings II Pte. Ltd., Hadley Harbor Master Investors (Cayman) II L.P., Ark India Food-Tech Private Investment Trust, Ark India Innovation Capital Private Investment Trust, KIP Re-Up Fund, MACM India Growth Fund, SVIC No.38 New Technology Business Investment L.L.P., SVIC No.45 New Technology Business Investment L.L.P., SVIC No.34 New Technology Business Investment L.L.P., SVF-II Songbird (DE) LLC, as relevant, under the share subscription agreements dated February 05, 2015, May 26, 2015, December 14, 2015, March 30, 2016, August 26, 2016, May 23, 2017, January 05, 2018 January 19, 2018, June 08, 2018, December 20, 2018, February 11, 2020 (and deeds of accession and adherence to such agreement dated March 17, 2020 and May 13, 2020) and April 21, 2021. Further, no indemnities have been triggered or invoked by the counter-party under the foregoing agreements as on the Execution Date.

7.8, 23.1	The Company has paid approximately INR 56,74,57,210 (Rupees fifty six crores seventy four lakh fifty seven thousand two hundred and ten) as at September 30, 2021, as security deposit to third parties / individuals, for the premises taken on lease or leave and license basis by it at different locations listed under the 'List of Properties' enumerated in Exhibit I herein.
7.14	Pursuant to the Company's business model, the participant restaurants/merchants raise invoices directly with the customers who place orders on the Swiggy website or mobile app. The Company, in turn, raises invoices on the participant restaurants/merchants, in order to collect the fees payable to it by the participant restaurants/merchants.
8.4	The Company receives non-material complaints related to the service provided by it from the users of platforms operated by it in each case not exceeding INR 5,00,000 (Rupees Five Lakhs only). Such complaints are received either directly by the Company's customer care team or are posted on its social media pages.
9	Mr. Abhishek Kumar is authorised by the Company to execute and file court documents in relation to the conduct of litigations by the Company across India, involving claim amounts greater than INR 20,00,000 individually. Mr. Satyavrat Sarma is authorised by the Company to execute and file court documents in relation to the conduct of consumer litigation matters across India by the Company.
11.1	The Company sources personnel on a contract basis from CIEL HR Services Private Limited, Kochar Infotech Limited and Quess Corp Limited. Please note that the total number of such personnel shall be approximately 1,021 in number, which is within the prescribed limits under the Company's Approvals with respect to engaging contract labour.
11.27	The Indian Federation of App-based Transport Workers has filed a Public Interest Litigation (PIL) before the Indian Supreme Court seeking, <i>inter alia</i> , for the Indian legislature to pass laws requiring "gig workers" to be classified as "unorganized workers" under the ambit of the Unorganised Workers' Social Welfare Security Act, 2008, entitling them certain social security benefits reserved for unorganised workers in the captioned legislation. The Supreme Court has taken cognizance of the PIL and has directed for notices to be issued to the State and other respondents for providing their submissions, if any. In case of an adverse ruling, the Company anticipates claims for employment benefits or regularisation from the PD Partners going forward.
10.19, 10.20, 14.7 (iii), 14.8, 14.10, 14.12	<p>The summary of ongoing litigations is provided below and note that the aggregate estimated liability with respect to below litigations of the Company is INR 9,32,54,996.</p> <ol style="list-style-type: none"> <u>Company Vs. Gramin Restaurant:</u> Recovery suit against Gramin Restaurant preferred before the City Civil & Sessions Judge at Bangalore for recovery of Rs.3,24,960/- (Rupees Three Lakh Twenty Four Thousand Nine Hundred Sixty Only) along with 18% interest p.a. (a) Current status: Listed for orders (b) Amount involved in proceedings: Rs.3,24,960/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible. <u>Company Vs. ESARES:</u> Private complaint report and proceedings under Section 138 of the Negotiable Instruments Act against ESARES for failure to refund deposit as per the lease deed and make payment due to bounced cheques, respectively. (a) Current status: Issuance of nonailable warrant against accused (b) Amount involved in proceedings: Rs.72,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.

<p>3. <u>Company Vs. Chandu Kumar:</u> Private complaint report and proceedings under Section 138 of the Negotiable Instruments Act against Chandu Kumar for failure to honour the cheques issued by him to us. (a) Current status: Listed for evidence (b) Amount involved in proceedings: Rs.1,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>4. <u>Company Vs. Rishu Srivastav:</u> Under Section 138 of the Negotiable Instruments Act against Rishu Srivastav for failure to honour the cheques issued by her to us. (a) Current status: Issuance of non-bailable warrant against accused (b) amount involved in proceedings: Rs. 21,345/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>5. <u>State Vs. Deepak Kumar Verma:</u> Certain delivery partners vandalised a restaurant named 'Delhi-19', in Delhi. The restaurant owner has initiated a criminal case against these persons and the Company has been made one of the parties in this case. (a) Current status: Framing of charges. (b) Amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>6. <u>Kannav Madnani Vs. State & Ors.:</u> Kannav Madnani being aggrieved by the order dated 13.12.2018 in the matter of State Vs. Deepak Kumar Verma. Wherein, Deepak Kumar Verma has filed a criminal revision petition before High Court of Delhi at Delhi where the Company has been made as party, as the delivery partner assaulted the victim. (a) Current status: Directions for revision of order dated 13.12.2018. (b) Amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): NA.</p> <p>7. <u>Company Vs. Regional Provident Fund Commissioner:</u> Provident Fund commissioner has ordered that special allowance, convenience and medical should be considered along with the basic wage for arriving at the provident fund contribution hence ordered to remit INR 1,75,81,007 through online unified portal. The Company has filed an appeal against the said order. (a) Current status: Objections filed by respondents. Listed for arguments on interim application. (b) Amount involved in proceedings: Rs. 1,75,81,007/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>8. <u>[Deleted]</u></p> <p>9. <u>Vidya Thakur v. Company and others</u> : It's a property dispute between the Plaintiff's family and they filed a civil suit for declaration and the Company made as party because plaintiff wanted to lease out the property to the Company . There is no prayer or cause of action against the Company. (a) Current status: Ex-parte evidence (b) Amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>10. <u>Kevin Chandra Kant Patel Vs Company:</u> This complaint is filed by a delivery partner praying for reinstatement. (a) Current status: For rejoinder (b) amount involved in proceedings: Rs.10,000/- (c) the Company's assessment of the</p>
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	<p>likelihood of success of the litigation (Probable/ Possible /Remote): Not assessable at this stage.</p> <p>11. <u>M/S Sagar Ratna Restaurants Pvt Ltd Vs M/S Quick Services International:</u> Plaintiff alleged breach of franchisee agreement along with the non-payment of franchisee commission. The plaintiff is calling upon the Company to delist the partner from our platform. (a) Current status: Disposed off. (b) amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>12. <u>Nagaraj Vs. Shivaraju. C:</u> Delivery partner's family filed a case under Motor Vehicles Act, 1988 for his death claim and Company has been stated as a witness in the case and is required to file the supporting documents with respect to his payout details. (a) Current status: Filed the necessary documents as directed by Court (b) amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>13. <u>Sujeet Saini Vs. Company:</u> The present complaint is filed by a delivery partner in relation to his pay-outs being less than minimum wages. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>14. <u>Anil Kumar Vs. Company:</u> Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>15. <u>Pankaj Kumar Vs. Company:</u> Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>16. <u>Sushant Kumar Vs. Company:</u> Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>17. <u>Akhil Raikwar Vs. Company:</u> Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p>
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18. **Nazim Khan Vs. Company:** Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/ (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
19. **Pankaj Meharban Vs. Company:** Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act. (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
20. **Ankur Sharma Vs. Company:** Labour complaint filed by a delivery partner for recovery of an amount of Rs 3,00,000 in terms of Minimum Wages Act (a) Current status: Arguments on issues and evidences (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
21. **Insta Restaurant Pvt Ltd. Vs. Company:** Insta Restaurants Private Limited has initiated arbitration and has filed claim against the Company inter alia alleging that arbitrary, mala fide, unilateral and pre-meditated termination of Addendum dated January 18, 2019 to the MOU dated 29th May, 2018. Insta Restaurants has also alleged non-payment of outstanding dues. (a) Current status: Filing of objection to the statement of claim. (b) amount involved in proceedings: 3,94,72,808 (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
22. **[Deleted]**
23. **Vijay Shymarao Ghate Vs Company:** Plaintiff is seeking recovery of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: Right of filing written statement stuck off; application to be filed (b) amount involved in proceedings: Rs. 59,64,750/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
24. **Ms Neetu Sharma Vs Company:** Plaintiff is seeking recovery of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: Written statement filed (b) amount involved in proceedings: Rs. 11,23,711/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
25. **Nisha Rana Vs Company:** Plaintiff is seeking injunction against defendant restraining them not to take remove assets from suit property and recovery of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: For plaintiff's evidence (b) amount involved in proceedings: Rs. 9,21,476/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.




26. **Privanka Raghav Vs Company:** Plaintiff is seeking injunction against defendant restraining them not to take remove assets from suit property and recovery of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: Written statement Filed (b) amount involved in proceedings: Rs. 10,39,485/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
27. **Amit Vs Company:** Customer alleges non delivery of food ordered on Swiggy Platform and failure of refund. (a) Current status: For final arguments (b) amount involved in proceedings: Rs. 37,774/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
28. **Abhijit Das Vs. Haldiram Prabhuji & Ors.:** Complaint filed in case relating to difference between the maximum retail price of the product ordered and the price catalogued by the merchant on the platform. (a) Current status: Hearing date is yet to be provided by the forum as mediation between the parties is closed. Report is sent back to concerned consumer forum. Awaiting notice from the concerned consumer forum (b) amount involved in proceedings: Rs. 10,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
29. **N.S Srivatsa Vs Company:** Delivery partner assaulted and abused the customer, Since the food was ordered through Swiggy app and delivered by delivery partner that is the reason company made as party to the case (a) Current status: Presentation of evidence and written arguments are ongoing (b) amount involved in proceedings: Rs. 7,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.
30. **Abhishek Garg v. Company:** Allegation of goods and service tax being wrongly charged on maximum retail price. (a) Current status: For final arguments (b) amount involved in proceedings: Rs. 50,004.5/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
31. **Gurpreet Singh v. Company:** Allegation is that customer/complainant received non-veg food instead of veg. Hence consumer complaint. (a) Current status: For final arguments (b) amount involved in proceedings: Rs. 1,00,400/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
32. **Company v. The Union of India & Ors, WP 4467/2021:** The Company has filed a writ petition under Article 226 of the Constitution of India against the coercive action taken/ to be taken by the respondents whereby the Company has been forced to deposit tax under the threat of arrest without issuance of show cause notice under Section 73/ 74 of the CGST/KGST Act, 2017. It should also be noted that the Company deposited an amount of INR 27.51 crores with the GST authorities under protest in the aforementioned matter. The Company challenged the constitutional validity of section 16(2)(c) of the CGST/KGST Act, 2017. (a) Current status: Interim orders have been passed (b) amount involved in proceedings: NA (c) the

	<p>Company's assessment of the likelihood of success of the litigation (Probable/Possible /Remote): Probable.</p> <p>33. <u>Vibhour Sharma v. Company:</u> Allegations are that Customer/Complainant received rotten food. Hence complaint. (a) Current status: For written statements (b) amount involved in proceedings: Rs. 72,343/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>34. <u>Vikas Garg v. Company:</u> Customer/ complainant alleged non delivery of the food. (a) Current status: Filing of evidence (b) amount involved in proceedings: Rs. 2,10,090/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>35. <u>M Murali Kumar Reddy Vs. Company:</u> Customer alleged wrong calculation of GST. (a) Current status: For filing of evidence (b) amount involved in proceedings: Rs. 30,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>36. <u>Suresh Chandra Srivastava v. Company:</u> Allegation is that customer/complainant received nonveg instead of veg. Hence consumer complaint. (a) Current status: Filing of evidence (b) amount involved in proceedings: Rs. 3,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>37. <u>Sanpreet v. Company:</u> Customer alleges receiving of rotten food. Hence consumer complaint. (a) Current status: For final arguments (b) amount involved in proceedings: Rs. 2,33,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>38. <u>Atul Dixit v. Company:</u> Customer alleged delivery of nonveg food instead of veg food. (a) Current status: For written arguments (b) amount involved in proceedings: Rs. 14,40,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>39. <u>Pankaj Munday v. Company:</u> Allegations are that food was spilled at the time of delivery and delivery partner was under the influence of liquor. (a) Current status: Counterparty evidence (b) amount involved in proceedings: Rs. 50,620/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>40. <u>Kajal Vs Flames and Ors.:</u> Allegations are charging of packaging charges over the ordered product. (a) Current status: For written arguments (b) amount involved in proceedings: Unquantified (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible</p> <p>41. <u>Mayank Agarwal Vs Rebel Foods & Ors.:</u> Customer alleged delivery of nonveg food instead of veg food. (a) Current status: Written Statement filed (b) amount</p>
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	<p>involved in proceedings: Rs. 10,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>42. <u>Puranchandra Dalai Vs Company:</u> Customer alleged that one of the food items was missing from the ordered items. (a) Current status: Written statement filed (b) amount involved in proceedings: Rs. 49,800/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>43. <u>Mohit Gupta Vs Company:</u> Customer allegations are that customer was charged with cancellation fees and cancellation of order without his consent. (a) Current status: For evidence (b) amount involved in proceedings: Rs. 31,144/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>44. <u>Daipayan Lodh Vs Company:</u> Allegation are that the customer was charged with packaging charges by the Company. However, packaging charges were charged by the restaurant. (a) Current status: Written statement filed. (b) amount involved in proceedings: Nil (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible</p> <p>45. <u>Jignesh Vs. Company:</u> Customer allegations are that customer was charged with cancellation fees and cancellation of order without his consent. (a) Current status: For written arguments (b) amount involved in proceedings: Rs. 1,10,308/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>46. <u>Shruti Baheti Vs. Company:</u> Customer alleged delivery of nonveg food instead of veg food by a restaurant partner. (a) Current status: The opposite party is due to file its written statement before the District Consumer Forum, Hyderabad (b) amount involved in proceedings: Rs. 15,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>47. <u>Madhav Sharma Vs. Shangz & Anr.:</u> Customer alleged delivery of nonveg food instead of veg food. (a) Current status: Written Statement filed (b) amount involved in proceedings: Rs. 4,50,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>48. <u>Vaibhav Raj Vs. Company:</u> Customer filed the consumer complaint since he had issue with the quality of food provided by a restaurant partner. (a) Current status: For filing of written statements (b) amount involved in proceedings: Rs. 3,50,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p> <p>49. <u>Ashima Jain Vs. Company:</u> Customer alleged delivery of nonveg food instead of veg food. (a) Current status: For filing of written statement (b) amount involved in proceedings: Rs. 1,05,500/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.</p>
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50. **Divya Goel Vs. Company:** Customer complaint in relation to deficiency of services. (a) Current status: For filing of written statement (b) amount involved in proceedings: Rs. 10,357/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
51. **Aman Agarwal Vs. Company:** Plaintiff is seeking recovery of rent which allegedly has not been paid by the Company as per the agreed terms of the contract and possession of the demised property. (a) Current status: For filing of written statement (b) amount involved in proceedings: Rs. 24,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
52. **Harsukh Dhirjilal Vs. Company:** Plaintiff is seeking recovery of arrears of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: For settlement between parties (b) amount involved in proceedings: Rs. 14,76,367/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
53. **Raman Sethi Vs. Company and anr:** Plaintiff is seeking recovery of arrears of rent which allegedly has not been paid by the Company as per the agreed terms of the contract. (a) Current status: For appearance (b) amount involved in proceedings: Rs. 74,75,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Possible.
54. **Kapoor & Sons Vs. Company:** Plaintiff is seeking recovery of arrears of rent which allegedly has not been paid by the Company as per the agreed terms of the contract and possession of the demised property. (a) Current status: Mediation Proceedings (b) amount involved in proceedings: Rs. 44,24,680/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.
55. **Purvi Mathur Vs. Company:** Customer complaint in relation to deficiency of services. (a) Current status: Complainant evidence (b) amount involved in proceedings: Rs. 2,21,176/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.
56. **Shanti Nagarajan Vs. Company:** Customer complaint in relation to deficiency of services. (a) Current status: Issue Notice/Directions (b) amount involved in proceedings: Rs.10,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.

	<p>57. <u>Vishal Gupta Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Filing of vakalatnama (b) amount involved in proceedings: Rs. 4,50,737/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>58. <u>J Madhavan Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Filing of vakalatnama (b) amount involved in proceedings: Rs. 1,00,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>59. <u>Shruti Sharma Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Filing of vakalatnama (b) amount involved in proceedings: Rs. 15,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>60. <u>Yogesh Pawar Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Filing of vakalatnama (b) amount involved in proceedings: Rs. 20,464/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>61. <u>Sonu Sharma Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Filing of vakalatnama (b) amount involved in proceedings: 1,95,000/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>62. <u>NRAI Vs. Zomato.</u> The National Restaurant Association of India ("NRAI" / "Informant"), a restaurant industry business association in India headquartered in Delhi and representing more than 5 Lakh restaurants, filed an information ("Information") before the Competition Commission of India ("CCI") under Section 19(1)(a) of the Competition Act, 2002 ("Competition Act"), against Bundl Technologies Private Limited ("Swiggy") and Zomato Limited ("Zomato", Swiggy and Zomato are together referred to as "OPs"), alleging certain anticompetitive practices against the Ops. The Company anticipates high likelihood of success and no material disruption to business even in case of an adverse order. (a) Current status: Filing of reply (b) amount involved in proceedings: NA (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p> <p>63. <u>Suraj Chand Vs. Company:</u> Consumer complaint in relation to deficiency of services. (a) Current status: Evidence (b) amount involved in proceedings: Rs. 1,00,650/- (c) the Company's assessment of the likelihood of success of the litigation (Probable/ Possible /Remote): Probable.</p>
18.1,	The Company has filed the following applications for registration of trademarks that are

	pending registration:																																	
	<table border="1"> <thead> <tr> <th>Application No.</th> <th>Classes</th> <th>Applied for</th> <th>Status</th> </tr> </thead> <tbody> <tr> <td>3547458</td> <td>29</td> <td rowspan="4">  </td> <td>Opposed</td> </tr> <tr> <td>3547459</td> <td>30</td> <td>Opposed</td> </tr> <tr> <td>3547460</td> <td>32</td> <td>Opposed</td> </tr> <tr> <td>3547461</td> <td>43</td> <td>Opposed*</td> </tr> <tr> <td>4492050</td> <td>35</td> <td>SWIGGY GENIE (Word Mark)</td> <td>Accepted and advertised</td> </tr> <tr> <td>4492052</td> <td>39</td> <td>SWIGGY GENIE (Word Mark)</td> <td>Accepted</td> </tr> <tr> <td>4492053</td> <td>38</td> <td>SWIGGY GENIE (Word Mark)</td> <td>Accepted and advertised</td> </tr> <tr> <td>816505</td> <td>NA</td> <td>SWIGGY (Word Mark) (Well Known Mark Application)</td> <td>Application is under process</td> </tr> </tbody> </table>	Application No.	Classes	Applied for	Status	3547458	29		Opposed	3547459	30	Opposed	3547460	32	Opposed	3547461	43	Opposed*	4492050	35	SWIGGY GENIE (Word Mark)	Accepted and advertised	4492052	39	SWIGGY GENIE (Word Mark)	Accepted	4492053	38	SWIGGY GENIE (Word Mark)	Accepted and advertised	816505	NA	SWIGGY (Word Mark) (Well Known Mark Application)	Application is under process
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	* Please note that the same was opposed and in terms of proceedings, pleadings have been completed and the matter is pending for hearing.																																	
18.3	The Company operates under the brand name “Swiggy”, its subsidiaries Scootsy operates under the name “Scootsy” and Supr operates under the name “Supr Daily”. The Company operates certain business verticals and product offerings under brand names that do not use the “Swiggy” mark or are composite brands including the “Swiggy” mark. These include the various cloud kitchens operated by the Company (i.e., “Bowl Company”, “48-East” and “Homely”) as well business offerings such as “Swiggy Instamart”, “Swiggy Genie”, “Swiggy Meat Stores”, “Swiggy Health Hub”, “Swiggy Gourmet” and “Swiggy One”.																																	
18.4	Participant restaurants are authorized to use the brand name “Swiggy” for advertising purposes. The “pick-up and delivery partners” of the Company are also authorized to wear shirts and carry bags bearing the “Swiggy” logo on them.																																	
14.4	<p>There have been instances of delayed payments amounting to less than INR 2,00,000 (Rupees Two Lakhs) towards statutory dues under Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 as on date of this Disclosure Letter (as provided below), and the Company has not received any Claims from the affected employees and the appropriate regulatory authorities in this regard.</p> <table border="1"> <thead> <tr> <th>Nature</th> <th>Amount (INR)</th> </tr> </thead> <tbody> <tr> <td>Provident Fund (PF)</td> <td>1,69,180*</td> </tr> <tr> <td>Grand Total</td> <td>1,69,180</td> </tr> </tbody> </table> <p>* <i>Note: Please note that the delayed payments with respect to Provident Fund is due to incorrect Aadhar credentials shared by the employees during their registration with provident fund authorities.</i></p>	Nature	Amount (INR)	Provident Fund (PF)	1,69,180*	Grand Total	1,69,180																											
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Provident Fund (PF)	1,69,180*																																	
Grand Total	1,69,180																																	
21.2(i)	The Company is in the process of collecting receivables (to the extent not already written																																	

	off/ provided for in the books of accounts) amounting to not more than INR 170,00,00,000 (Indian Rupees One hundred and seventy crore) as on September 30, 2021 as enumerated in Exhibit II herein.
21.2(vii))	The Company has provided for all liabilities in the Delivered Financial Statements, except for the contingent liabilities set out in (a) items 1, 2, 3, 4, 7, 10, 13 to 31, 33 to 39, 41 to 43, 45 to 61 and 63 of cell #10 of this Annexure A, and (b) the last cell of this Annexure A, which are not required to be recorded in the Delivered Financial Statements based on the applicable accounting standards.
22.1	(i) There are outstanding intercorporate deposit balances of INR 471,90,00,000 (Indian Rupees Four Hundred Seventy One Crore Ninety Lakh) and INR 385,90,00,000 (Indian Rupees Three Hundred Eighty Five Crore Ninety Lakh) owed by Supr and Scootsy respectively to the Company. (ii) Company has provided fixed deposit liens for overdraft facilities availed by Scootsy for an amount of INR 20,00,00,000 (Indian Rupees Twenty Crore) (in favour of Yes Bank) and INR 5,00,00,000 (Indian Rupees Five Crore) (in favour of HDFC Bank).
24.2	The Swiggy Platform stores some data with the cloud platform of Amazon Web Services provided by Amazon Web Services, Inc., which may store this data on their servers located outside of India in a manner compliant with Applicable Law. Amazon Web Services has security measures in place to protect the loss, misuse and alteration of the information, details of which are available at https://aws.amazon.com/ . The privacy policy adopted by Amazon Web Services are detailed in https://aws.amazon.com/privacy .
14.6, 14.8, 20.2, 20.8	<ol style="list-style-type: none"> 1. Appeal to the CIT(A) has been filed against the order u/s 143(3) of the Income-tax Act, 1961 passed by the AO with respect to AY 2017-18. Also, notice u/s 274 r.w.s. 270A has been received; for which a letter has been filed to keep it in abeyance till the disposal of appeal. The order issued by the AO disallowed expenditure of INR 11,00,63,347 on cancellation charges paid to restaurants on account of non-deduction of tax and being capital in nature. 2. Appeal to the CIT(A) has been filed against the order u/s 143(3) of the Income-tax Act, 1961 passed by the AO with respect to AY 2018-19. Also, notice u/s 274 r.w.s. 270A has been received; for which a letter has been filed to keep it in abeyance till the disposal of appeal. The order issued by the AO disallowed expenditure of INR 6,76,93,559/- claimed on invoices issued by one of the vendor alleging it to be bogus. Also, expenditure of INR 26,73,48,378/- on cancellation charges paid to restaurants on account of non-deduction of tax and being capital in nature. 3. Notice dated 26th June, 2021 was issued by DCIT for scrutiny assessment under section 143(2) of on-going assessment proceedings for AY 2020-21. Basic details have been asked which have been furnished with the authorities. 4. Notice dated 24th November 2021 was issued by DCIT, TDS for verification of deduction of tax appropriately on the expenses of cancellation loss paid to the merchants and supply of manpower. Appropriate responses have been filed with the authorities. 5. Notice was issued by State tax officer, Jaipur, RGST for search, seizure and summons u/s 70 of the RGST Act, 2017 against which as on date Order has been passed by Joint

Commissioner (State tax) Anti-evasion, Rajasthan, Circle-1, Jaipur. Appeal has been filed by the Company with first Appellate Authority and hearing is awaited in the appeal process. The tax exposure (excluding interest and penalty) is INR 11,06,10,000 (Indian Rupees Eleven Crore Six Lakh Ten Thousand). Interest and penalty exposure is INR 4,08,90,000 (Indian Rupees Four Crore Eight Lakh Ninety Thousand)

6. Show cause notice issued by State tax officer, Ranchi, JGST under section 71(1) of JGST Act, 2018 with respect to difference in tax collected at source reported and net GST liability discharged. Response has been filed by the Company and opportunity of hearing is awaited. The Tax exposure (excluding interest and penalty) should be INR 24,68,253 (Indian Rupees Twenty Four Lakh Sixty Eight Thousand Two Hundred Fifty Three). Interest and Penalty exposure should be INR 6,41,433 (Indian Rupees Six Lakh Forty One Thousand Four Hundred Thirty Three). The manner of computation of the alleged computation of TCS is incorrect and the notice of default shall stand revised to NIL once the errors are resolved by the Officer.
7. Notice was issued by State tax officer, Flying Squad, Gujarat, GGST and summons with respect to difference in TCS reported and net GST liability discharged u/s 70(1) of GGST Act, 2018 with respect to difference in TCS reported and net GST liability discharged. has been passed by with respect to difference in TCS reported and net GST liability discharged. The Company has filed an appeal with first Appellate Authority and hearing is awaited. The tax exposure (excluding interest and penalty) is INR 10,30,000 (Indian Rupees Ten Lakh Thirty Thousand). Interest and penalty exposure is INR 5,70,000 (Indian Rupees Five Lakh Seventy Thousand).
8. Search, seizure and summons was issued by Director General GST, Intelligence, Hyderabad u/s 70 of CGST Act,2017, wherein, summons was issued to the employees of Swiggy for collation of information with respect to the input tax credit claimed by the Company on the invoices raised by one of its vendors. There shall be no tax exposure, since the Company has made the payment to the extent of tax sought to be demanded. However, there is an interest exposure @18% p.a. on the amount of tax paid (i.e. INR 27,51,45,529/-) by the Company as aforesaid. Further, a penalty of up to INR. 27,51,45,529/- may be levied on the Company.

Disclosures of the Company's subsidiary "***Scootsy Logistics Private Limited***"

9. Appeal to the CIT(A) has been filed against the order u/s 143(3) of the Income-tax Act, 1961 passed by the AO with respect to AY 2017-18. Also, notice u/s 274 r.w.s. 270A has been received; for which a letter has been filed by Scootsy to keep it in abeyance till the disposal of appeal. The order issued by the AO disallowed certain expenditure and added to the total income the SDN deposited during the demonetization period on the want of explanation and documentation. The total addition to income is INR 19,61,79,573/-.
10. Appeal to the CIT(A) has been filed against the order u/s 143(3) of the Income-tax Act, 1961 passed by the AO with respect to AY 2018-19. Also, notice u/s 274 r.w.s. 270A has been received; for which a letter has been filed by Scootsy to keep it in abeyance till the disposal of appeal. The order issued by the AO disallowed certain

	expenditure of INR 3,89,17,483/- towards Provident Fund payment, operating and logistics expenditure, incubation fees and added to the total income.
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Exhibit I

Sr.no	City	LOB	Address	SD Amount
1	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-PID No273/17/4C/17/9A,17/9B,17/9C, 4th & Ground floor, Begur Hobli,Roopena Agrahara,Bangalore-560068	1,45,75,000
2	Gurgaon	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Plot No 60, Sector 18,Opp Police Station ,Gurgaon ,Haryana -122015	9,00,000
3	Mumbai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 218-A, 2nd Floor, Unit No A-1, Shah & Nahar Industrial Estate, Sitaram Jadhav Road, Lower Parel, Mumbai - 400013	3,90,000
4	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 6,A V S Compound,80 Ft Road,Egipura ,Bangalore-560 047	18,00,000
5	Dehli	Marketplace	BUNDL TECHNOLOGIES PVT LTD-5B/3,First Floor,Tilak Nagar,New Delhi-110018	2,70,000
6	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-3M-407,PID No.84-138-3M-407,3rd Main Road,East NGEF Layout,Kasturi Nagar,Bangalore- 560 043	6,60,000
7	Chandigarh	Marketplace	BUNDL TECHNOLOGIES PVT LTD-SCO NO 154-155,Top(4th) Floor,Sector 17C,Chandigarh	10,20,000
8	Chennai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-99-112, 2nd floor Industrial Estate, Greeta Tech Park, Ground floor, Perungudi, Chennai - 92	5,10,000
9	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-N0 415, 2nd floor 1St Block, R T Nagar, Bangalore- 560032	6,60,000
10	Coimbatore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 523/3,524/2,Udayampalyam Road,Sowripalayam Village,Peelamedu,Coimbatore-641 028	10,72,500
11	Cochin	Marketplace	BUNDL TECHNOLOGIES PVT LTD-67/9256,3rd Floor,TKM Park,Convent Junction,Market Road,Ernakulam,Kochi-682011	11,89,500
12	Lucknow	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Plot No TC-58V & 59V,Eldeco Corporate Chamber III,Vibhuti Khand,Gomti Nagar,Lucknow,Uttar Pradesh - 226010	12,24,000
13	Vishakapatnam	Marketplace	BUNDL TECHNOLOGIES PVT LTD-SuiteNo 102&103,HNO 9-17-27/1,CBM Compound,VIP Road,Vishakapatnam-530003	15,40,000
14	Mumbai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-F Wing ,Third Floor,Plot No 29,32,36,37 ,Sector 30 A,Near Sanpada Railway Station,Sanpada,Navi Mumbai 400705	18,90,000
15	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-673/A,Survey No 5/2,Annapoorneshwari Complex,Thubarahalli Village,Varthur Hobli,Bangalore	15,00,000
16	Jaipur	Marketplace	BUNDL TECHNOLOGIES PVT LTD-C 212,213,The solitaire,4th Floor,Gautam Marg,Vaishali Nagar, 302021	7,20,000
17	Surath	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 109,1st Floor,Regent Square,Adajan Village,Choryasi Taluk,Surat District,Gujarat	4,23,360
18	Indore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 805,806,807,808,8th Floor,Metro Towers,PU4,Plot no B-2,Scheme No 54,Indore-452001	7,25,184

19	Dehradun	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Unit No 1,Ground Floor,Plot No 21,SIDCUL IT Park, Shasthradhara Road,Dehradun,Uttarakhand - 248001	2,04,600
20	Guwahati	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Adityam,6th Floor,G S Road,Barthakur Mill Road,Lachit Nagar,Guwahati-781 007	9,75,000
21	vijayavada	Marketplace	BUNDL TECHNOLOGIES PVT LTD-D No 40-9-44,Fourth & Fifth Floor,Vasayya Nagar,Nirmala Convent Road,Patamata,Vijayawada,Krishna Dist,AP	14,40,000
22	Mumbai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Unit No G/1,Ground Floor,32 Corporate Avenue,Plot No 32,Mahal Industrial Estate,Near Papar Box House,Gundavali,Off Mahakali Caves Road,Andheri E ,Mumbai-400 093	18,24,000
23	Mumbai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Unit No 1/A,First Floor,32 corporate avenue,Plot No 32,Mahal Industrial Estate,Near Papar Box House,Gundavali,Off Mahakali Caves Road,Andheri E ,Mumbai-400 093	14,27,850
24	Thrissur	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Door No:21/349/27, second floor, Civil Line Road,West Fort,Thrissur,680004	2,00,000
25	Kanpur	Marketplace	BUNDL TECHNOLOGIES PVT LTD-1st Floor, 17/9-A, Mall Road, Kanpur - 208001	2,58,000
26	Mangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Ground Floor, 878, Kadri Village, Mangaore Taluk, Mangalore City	9,00,000
27	Bhubaneswar	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Ground Floor, Behera Sahi, nayapalli (Opposite NABARD), Regiona, Bhubaneswar - 751012, Odisha	8,00,000
28	Goa	Marketplace	BUNDL TECHNOLOGIES PVT LTD-114 & 115, Chidvilas Colony, Taleigoa Tiswadi Taluk, Goa - 403001	7,02,000
29	Trivendrum	Marketplace	BUNDL TECHNOLOGIES PVT LTD-TC2/3240, Fourth Floor ED heights , Opposite Bishop house Pattom Trivandrum Pincode 695004	9,00,000
30	Chennai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 4,4th Floor,Kuppu Arcade,Venkat Narayana Road,T Nagar,Chennai,Tamil Nadu-600 017	17,82,000
31	Rajkot	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 601-605,6th Floor,Sudarshan Commercial Complex,Lambada Chowk,Near Shastri Maidan,Rajkot ,Gujarat- 360001	4,22,400
32	Amritsar	Marketplace	BUNDL TECHNOLOGIES PVT LTD-105, 2nd Floor, Lawrence Road, Amritsar	2,29,500
33	Corporate	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Embassy tech village,Devarabisanahalli,varthur Hobli,Bellandur	24,82,49,040
34	Mumbai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Shop no 1,2,3,5, 6 and 7, Ground floor, Municipal market plot no 134/F/1, Akurli Village, Kandivali East - 400101	9,60,000
35	Gorakhpur	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Shop no. A-01, A-02, A-03, Lower Ground Floor, City Centre, Arya Nagar Road, Tehsil Sadar, Buxipur, Gorakhpur - 273001	2,19,300
36	Chennai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Plot No:1, Sastha Nagar Annexe, Inner Ring Road, korattur, Chennai	9,58,800
37	Margao	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Shop No 211, 2nd Floor, Lake Plaza, Opp Nehru Stadium, Fatorda, Margao Pin 403602	87,000
38	Coimbatore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Second floor No.12 to 14 Krishnasamy Mudaliar Road RS Puram Coimbatore Town Tamil Nadu 641002	4,59,000
39	Pune	Marketplace	BUNDL TECHNOLOGIES PVT LTD-4th Floor, CTS No. 2687 B, Bhamburda, Shivajinagar, Pune - 411005	76,38,000
40	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-#610, 10th C Main -Jayanagar 4th Block - Bangalore -5600412	9,30,000

41	Hyderabad	Marketplace	BUNDL TECHNOLOGIES PVT LTD-1-10-74/A/F, 1ST Floor, Om Chambers, Dwarakadas colony, Ward block no 1, Begumpet,Secunderabad 500016, Telangana state	12,00,000
42	Delhi	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Unit 401-404, Plot no. 21, Metroplex Mall, Laxmi Nagar, New Delhi - 110092	4,83,030
43	Delhi	Marketplace	BUNDL TECHNOLOGIES PVT LTD-First Floor, Building No.16 & 17 Ahluwalia Chambers,L.S.C.,Pushp Vihar, Magangir,New Delhi-110062	9,24,375
44	Hyderabad	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Plot No 131, 1st Floor, Dwaraka Icon, Kavuri Hills, Guttala begumpet, Hyderabad-500033	71,40,000
45	Hyderabad	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Wework rajapushpa summit,Nanakramguda rd,Financial district,manikonda, hyderabad,Telangana,500032	5,54,400
46	Noida	Marketplace	BUNDL TECHNOLOGIES PVT LTD-A-29, Sector 57, Noida - 201301	1,50,000
47	Ahmedabad	Marketplace	BUNDL TECHNOLOGIES PVT LTD-205-206, 2nd floor, Abhishree Adroit, Nr. Mansi Circle, Judges Bungalow Road, Bodakdev, Ahmedabad - 3800015	7,62,648
48	Secunderabad	Marketplace	BUNDL TECHNOLOGIES PVT LTD-#1-2-166 to 193, 1st floor, Bhuvana Towers, SD Road, Kalasiguda, Secunderabad, Hyderabad , 500003	3,30,000
49	Kolkata	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Bashundhara Society, 1st Floor, 26 Sarat Bose Road Kolkata Pin 700020	1,89,000
50	Kolkata	Marketplace	BUNDL TECHNOLOGIES PVT LTD-1 Swami Vivekananda Road Next to Titan Showroom, Near Diamond Plaza Mall, Jessore Road, Kolkata Pin 700074	4,98,000
51	Agartala	Marketplace	BUNDL TECHNOLOGIES PVT LTD-530-E, Durga Bari Road, Adjacent to Durga Bari Temple, Above Canara Bank, Palace Compound, Agartala, Tripura West Pin 799001	3,20,000
52	Ambala	Marketplace	BUNDL TECHNOLOGIES PVT LTD-1315/1, Block No.7, B R Complex, Jain Nagar, Amabala City - 134003	1,39,500
53	Ludhiana	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Ground Floor, Madhok Complex, Ferozpur Road, Ludhiana - 141001	2,24,400
54	Varanasi	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Arihant Complex, 4th Floor, Premised No. D64/127 CH, Sigra, Varanasi - 221010	4,00,000
55	Agra	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Unit A, 4th Floor, Padam BusinessPark, Agra	2,88,600
56	Tiruppur	Marketplace	BUNDL TECHNOLOGIES PVT LTD-4/47B1,,Collectrate opposite Road,Collegepudur,Tiruppur.	3,57,000
57	Porvorim	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Jayden Enclave, Plot No 213, Sr. No 77/1, 1st Floor, Near RG Hospital, Porvorim North Goa Pin 403521	1,29,000
58	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-#85, 2nd Floor, 15th Main Rd, Jooganahalli Gramatana, Rajajinagar, Bangalore 560010	4,58,800
59	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-# 77, 1st Floor, SWAMY VIVEKANANDA ROAD, WARD No- 81-ULSOOR, BANGALORE 560008	3,20,000
60	Kurnool	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Shop No 1& 2, UCON PLAZA,3rd Floor, Park road,Gandhi Nagar Kurnool 51800	1,50,000
61	Shillong	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Barik, Shillong - 793001Meghalaya	2,40,000
62	Delhi	Marketplace	BUNDL TECHNOLOGIES PVT LTD-No 334 Jagriti Enclav shankarpur	3,37,500

63	Delhi	Marketplace	BUNDL TECHNOLOGIES PVT LTD-Bundl Technologies Pvt.Ltd., 1st Floor Plot No. 23, Block 1E, Jhandewalan Extension New Delhi-110055	3,37,500
64	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-#1795/A, 1st Floor, 14th Main, Kumaraswamy Layout, 1st Stage, Bangalore- 560078	2,40,000
65	Chennai	Marketplace	BUNDL TECHNOLOGIES PVT LTD-R A PURAM, 38, Tamil Nadu, Chennai, GROUND FLOOR	21,60,000
66	Bangalore	Marketplace	BUNDL TECHNOLOGIES PVT LTD-#1-B, H.L.Katha, No 565/44, Bhattarahalli Village, Bidarahalli Hobli, Bangalore	3,00,000
67	Vijayawada	Marketplace	BUNDL TECHNOLOGIES PVT LTD-32-2-16A, Rama Rao Road Opp : Act Complex, Post Office, 4th Floor, SRINIVASA COMPLEX Mogalrajpuram, Vijayawada - 510002	4,20,000
68	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-88/1 sarjapur Road, Jakkasandra village, Bangalore south ward no 66, madiwala, Bangalore	16,73,000
69	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Munnekolala, Vature hobli, Bangalore East taluk, Bangalore	6,60,000
70	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-BUNDL TECHNOLOGIES PVT LTD, 2nd floor, No.135/14, 15th cross, 3rd phase, J.P.nagar, Bangalore - 560078, Karnataka,	4,88,592
71	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No84/2,Bellandur village , varthur hobli,bangalore east taluka, Bangalore	11,28,420
72	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 539/1, PID No. 539/120- A3 situated at 1 Situated at Sy.152/A, Hoodi Village, K.R. Puram, Hobli, White Field Bangalore- East Taluk, Bangalore- 560066	5,58,000
73	Kolkata	PB	BUNDL TECHNOLOGIES PVT LTD-Plot no: XI-16, Block EP&GP,Sector 5,Salt Lake City,P.S Electrctronics Complex, Kolkata-700091	7,23,456
74	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-14th E cross, Sarakki, J P Nagar, 1st Phase, Bangalore -560078	5,82,000
75	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No.91/1, Unit No 1, First Floor, Space Versova, CV Raman Nagar, Kaggadaspura Road, Banglore-560093.	13,19,700
76	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-45A, Begumpur, Malviyanagar, New Delhi - 110017	14,99,850
77	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Sri Maruthi Areade, Bellandur Grama, Green Glen Layout, Bangalore-560102	18,60,000
78	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-PLOT NO. 159, BLOCK-D , SECTOR 7, PHASE 1, NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY,GAUTAM BUDH NAGAR, NOIDA, Delhi.	9,60,000
79	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-C/o. Hno: 7-1-621/260-A & B, SR Nagar, Hyderabad	28,13,400
80	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-NO: 85/3,King book manufacturers,Thanisandra,Bangalore-560077(Ground Floor)	44,00,000
81	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-42/P3/c1&C2, Kudlu Gate, Muneshawara Layout, Haralakunte Village, Kudlu, Banglore-560068	15,00,000
82	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-NO 8, SITUATED AT SECTOR -7, ROHINI EAST METRO STATION,DELHI PIN-110085	15,75,000
83	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Unnathi Arcade,Municipal No. 5/111, 1 st Main Road(Rajkumar Road), 1 st Block, Ward 14, RajajiNagar, Bangalore	5,40,000
84	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-8th Floor, Eros Corporate Tower, Nehru Place, New Delhi - 110019	7,74,938

85	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-NO. 524, HK ARCADE,HRBR LAYOUT, 2 ND BLOCK, 5 TH MAIN, RINGROAD, KALYAN NAGAR, BANGALORE-560043,	12,60,000
86	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-RAJ ARCADE,5AC 906, 1 st Block, HRBR Layout, BMP Ward No 88, Bangalore	12,90,000
87	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-BEARINGUnit-1 Door No. 02-092/2/B/8& 10, Pipeline Road Hyderabad-50054	7,60,000
88	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-Ground & First floor,Padmalatha Heights,Plot no:1,Puppalaguda,Gandipet(Mdl),Rangareddy(Dt),Telangana	15,90,000
89	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-Saroor Nagar, under GHMC L.B.Nagar Circle, Ranga Reddy, Hyderabad	11,89,464
90	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-S.Y No: 47/11 Doddathogur Village, Opp Velankani Tech Park Gate No. 4, Next to SJR Equinox, Electronic City, Hosur Road,Bangalore-560100 (second floor)	28,40,000
91	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-SURVEY NO. 108/1, DOOR NO. NO.4-12/A, 3rd Floor,KOSETTY TOWERS" TARANAGAR, LINGAMPALLY, HYDERABAD PIN 500019(4th floor)	22,31,928
92	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-No:60,survey no:735,IDA phase II,Kukatpally village, Balanagar,medchal malkajiri district , Hyderabad.	6,45,000
93	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-M.C.H.No.8-2-293/82/L/283-A, on Plot No.283-A, "Mantris" of Sri Venkateshwara Co-operative Housing Society Limited, Road No.12, Banjarahills, Hyderabad, Telangana State,	9,61,200
94	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No.28/1,SLN HVP Aster,Hoodi Village, KR Puram Hobli, Bangalore East Taluk, Bangalore-560048	8,40,000
95	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-1st floor,Hills colony,Hyder nagar,Nizampet,Malkajiri,Telangana	18,30,000
96	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-H.No. 1-10-316,Signature square, Situated At Bapuji Nagar, New Bowenpally, Secunderabad, Telangana State,	22,83,000
97	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-Plot No.478-A,Shop Site No.464, in Survey No.99-2, A1A1B in M.P.M.P.268/73,Madipakkam Village, Alandur 154, Saidapet Taluk, Chengalpet Jilla,	8,88,000
98	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-No.6/69, New No.5/5 and situated at Valluvar Street, Ramapuram, Chennai-600089,	11,20,000
99	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-No.3/33, Plot No.59, Survey No.415/1,USPM TOWERS,Velachery main road, Medavakkam, Chennai-600100	6,40,000
100	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-H.No. 2-91/68/P.V/5, of "Park View" on Plot No.5, Opposite Botanical Garden, Gachibowli Road, Kondapur, Ranga Reddy District-500032,	9,60,000
101	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-Door No.4A, in Survey Number 151/2C4A,Camp Road, Selaiyur Village, Tambaram Taluk, Kancheepuram ,District, Chennai-600073	9,75,000
102	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-'GRD West Gate' situated at Site No. 2822, Khatha No. 2916/2822, Sahakara Nagar, Yelahanka Hobli, Bangalore -560092(Ground floor),	16,23,361
103	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 1178, 5 th Main Road, HSR Layout Sector 7, Bangalore – 560102.	12,60,000
104	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No: 16 & 17, kodigehalli main road, near chairmans club, survey no: 2/1,&15/2,kothihosahalli village, yelahanka hodi,Bangalore-560092	6,40,800
105	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-K.R tower,Chrompet, chennai,(Ground Floor)	4,60,000
106	Kolkata	PB	BUNDL TECHNOLOGIES PVT LTD- Premises No. 1433, Survey Park, Kolkata- 700072,	20,20,000

107	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-Abdul Subhan G, Door No-1,Chinnasamy Raja Street, Agaram, Chennai-600082	15,37,000
108	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-No. 4887 of Okkiyam Thoraipakkam Village Old Mahabalipuram Road, Thoraipakkam, Chennai -600 097	14,80,000
109	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-Plot No. 152B,Ram Nagar, situated at Mugappair Village, Ambattur Taluk, Thiruvallur District, Chennai	16,49,500
110	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 212/A situated at Domlur Layout, 2nd Stage,60 feet Road,Indiranagar, Banagalore	18,00,000
111	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 158/2B1,Vigan Nagar Main Road, Bengaluru -560 075	17,68,500
112	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No.7F, DoddaNekkundi industrial area, K.R puram,Bangalore	36,38,400
113	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-1541/7, Block No.29,Mylapore Village, Mylapore-Triplicane Taluk, Chennai	15,00,000
114	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-694, 15th Cross, JP Nagar 2 nd Phase, Bangalore 5600 078,(ground floor)	43,53,000
115	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-Plot no :4-33, HIG, APHB Colony, Gachibowli, Opp: DLF, Hyderabad(2400 sq ft)	9,00,000
116	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-No-495-496, Ganesh Nagar-II,Shakarapur,Delhi-110092	16,75,000
117	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-RS No: 342/16,block no :11, Peters Road,triplicane Village, Royepattah,Chennai-600014	24,74,730
118	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 50/2. T.C. Palya, Old Madras Road, Bhattarahalli, K.R. Puram, Bengaluru -560 036	21,60,000
119	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Skylark Palazzo' bearing No. 98, Airport, Corporation Ward, Airport Road, Muruges Palya, Bengaluru	26,22,000
120	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No 416/285/c ideal homes Layout Rajajinagar	11,18,700
121	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-T.S no:43/2 Door No: 52, Rangarajapuram main road,Kodambakam, Chennai-600024	16,00,000
122	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-Mythri nagar coloney, Block-2, Madinaguda village,Serilingampally,Rangareddy dst. Hyderabad telangana	18,94,110
123	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-7/263, Sundar Vihar, SO West Delhi, Delhi - 110087	7,12,500
124	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Survey No. 21/1,Silver Springs,Munnekolala Village, Varthur Hobli,Bangalore East Taluk, Bangalore,	12,48,000
125	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-VSP Icon -road no:12 , Banjara hills Hyderabad	22,65,000
126	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 23/1,Bannerghatta Road, Arekere Village, Begur Hobli, Bangalore	29,87,700
127	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-No.197 / 1 (197/1A-2 Patta No-1950), Thandeshwaran main road,Velacchery Village, mambalam-Guindy Taluk, Chennai	14,20,000
128	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-Plot.No.2036,Door No.4,H.Block,15th Main Road,Anna Nagar West,Chennai-40	37,84,500

129	Gurgaon	PB	BUNDL TECHNOLOGIES PVT LTD-FF11, 12, 12A, 12B, 1st Floor, GOLD SOUK COMMERCIAL COMPLEX, BLOCK -C, SUSHANT LOK Ph -1, GURGAON , HARYANA	6,84,000
130	Chennai	PB	BUNDL TECHNOLOGIES PVT LTD-DOOR NO. 240 (OLD NO.135), LLOYDS ROAD, GOPALAPURAM, CHENNAI- 600 086.	14,00,000
131	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-P-817,AYYAPA SOCIETY,100 FEET ROAD, MADHAPUR	15,03,780
132	Gurgaon	PB	BUNDL TECHNOLOGIES PVT LTD-Plot no. 559, Udyog Vihar Ph-5, Gurugram, Haryana	2,02,500
133	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-CRM PLAZA NO8,1st A Main Rd, Yelahanka Satellite Town, Yelahanka New Town,Bengaluru, Karnataka 560064,	2,70,000
134	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-3/1 and 4/2, kodipalya,Dasanapura hobali,Banglore	27,60,000
135	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-Khasra No. 72/15, Village Ghevra, Delhi - 110081	80,000
136	Gurgaon	PB	BUNDL TECHNOLOGIES PVT LTD-Prop. No. 220/13, Subhash Nagar, Old Railway Road, Gurgaon Haryana 122017, Gurgaon, Haryana, 122017	67,500
137	NCR	PB	BUNDL TECHNOLOGIES PVT LTD-D-45, Sec 10, Noida, Gautam Buddha Nagar, Uttar Pradesh 201301 , Gautam Buddha Nagar, 201301	1,65,000
138	NCR	PB	BUNDL TECHNOLOGIES PVT LTD-CS 03, Gyan Khand, Indirapuram, Ghaziabad, Uttar Pradesh 201014 , Ghaziabad, 201014	1,44,000
139	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-H.No. 3-4-802/1, Ground Floor, Mahatee Niketan Apartments H.No. 3-4-802/1,, Barkatpura, Hyderabad-500027, Telangana State, Hyderabad, Telangana,	3,00,000
140	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-Khasra No. 185/150/2/1 and 185/150/2/2 situated at Village Garhi, Jharia Maria, Sant Nagar, New Delhi-110065, Delhi, Delhi, 110065	1,95,000
141	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Second Floor,No. 2019, BBMP Khatha No.1309/1309/2019, situated at HIG in 3 rd phase, 'B' Sector, 3 rd Cross,Yelahanka New Town Bengaluru 560064	4,50,000
142	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Site Nos.44,45& 46,PID No. 1492/30/3/1, situated at Vinayaka Nagar 2nd Cross Opposed Bbmp Office,Kudlu Gate, Bengaluru 671124, Karnataka,	3,00,000
143	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Municipal No. 161/1, PID No. 6/33/161/1-2and PID No. 6/33/161/1-3 situated at 1'1 Main Road, Seshadripuram Bengaluru-560020,	3,60,000
144	Hyderabad	PB	BUNDL TECHNOLOGIES PVT LTD-H.No. 16-11-762 & 16-11-762 / B & C, 1st Floor, Vijetha Golden Empire, of Plot No.10, in Sy.No. 69, Situated at Main Road, Dilsukhnagar, Hyderabad, Telangana State, HYDERABAD, Telangana, 500060	3,00,000
145	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-NPC towers , 7/10/7,Yelenahalli Village,Begur Hobli, Bangalore south taluka-560068 BANGALORE, Karnataka, 560068	2,76,000
146	NCR	PB	BUNDL TECHNOLOGIES PVT LTD-Shop No 144, Huda Market, Huda Colony, Sector 46, Gurugram, Haryana 122022 , Gurugram, Haryana, 122022	2,40,000

147	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Site Nos. 354/156/155 and 355/156/155, Doddathoguru Village, Begur Hobli, Bengaluru South Taluk, Bengaluru, Karnataka,	3,21,000
148	NCR	PB	BUNDL TECHNOLOGIES PVT LTD-1st Floor, A 20, G. T. KARNAL ROAD, AZADPUR, DELHI, North Delhi, Delhi, 110033, DELHI, Delhi, 110033	1,40,000
149	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 9/4 (Old) New Site No.4, carved out of Sy. No. 425/1 situated at Kalkere Village, K.R. Puram Hobli, Bengaluru East, Ward No. 26- Ramamuthynagar Bengaluru ,	3,60,000
150	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Site no 23(old no 18),1st main road,Ganesh Block, BBMP Ward No 12, Bangalore_560086 BANGALORE, Karnataka, 560086	6,00,000
151	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-1st Floor of the building constructed in Sy. No.26/5 situated at Konanakunte Village, Uttarahalli Hobli, Bengaluru South Taluk, currently under the limits of BBMP Ward No.197, Vasanthapura Banaglore	60,000
152	NCR	PB	BUNDL TECHNOLOGIES PVT LTD-Khasra No. 26/33, 45/7, Situated at village Tikri Kalan, Ghevra, New Delhi - 110041 , Delhi, Delhi, 110041	3,00,000
153	Delhi	PB	BUNDL TECHNOLOGIES PVT LTD-KH No. 71/15, VILLAGE GHEVRA, DELHI, Delhi, Delhi, 110081	3,45,000
154	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-Snowman Logistics, no.54, old madras road, Virgonagar Post, Bangalore : 560049,Bangalore, Karnataka, 560049	8,91,000
155	Bangalore	PB	BUNDL TECHNOLOGIES PVT LTD-No. 2235, Vykurta, 4th Main 4th Cross, RPC Layout,Bangalore	70,000
156	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.5AC714,PID No-88-250-5AC-714, BBMP Ward No.88, Hennur Road , Banaswadi Road Extension, 1block, Bangalore-560043.	9,67,200
157	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.754, New Khata No.753, Old NO.692, Tubarahalli, Varthur Hobli, Bangalore	10,08,000
158	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Flat no. 307, Van Goghs Garden, Kasturba Cross Road, Shanthalanagar, Ashok nagar, Opp British Council, Bangalore - 560001	7,50,000
159	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-1701, No 3661, Raj Lake View Appartment, 29th Main, NS Palya, BTM 2nd stage, Bengaluru	5,56,800
160	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-flat 101, 1st floor, raj meridian appartments behind ganapathy temple, 5th block, koramangala	4,03,200
161	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.368,4th Cross JP Nagar,	10,44,000
162	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No. 66, 4th cross, Indira nagar, 2nd stage, Bangalore North, Bangalore - 560038	7,50,000
163	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-OM Chambers, 1st Floor, Site no.2/4, corporation no3, Devasandra Village, BEL Road, Bangalore.	9,37,200
164	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-#14/A, 2nd cross, Near Arekere Mico Layout, Govinda Reddy Layout, Bangalore South, Bannerghatta Road, Bangalore - 560076	3,60,000
165	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.31, BBMP Bearing No.121/5, Kothanur Village, Uttarahalli Hobli, Bangalore-560078.	7,50,000
166	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-Mezzanine Floor, Gold Souk Mall, Opp. Sector 44, Gurgaon	4,41,211

167	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-1st Floor, MBR Plaza, Kasavanahalli Main Road, Valliyamma Layout, Kasavanahalli, Karnataka 560035	9,79,200
168	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Shop 15 & 16, GF Centenary Building, 3rd Main Road, Albert Victoria Road, New Tharunget, Chamarajpet, Bangalore-560018	9,60,000
169	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-1st Floor,AVA court, Sohna Road, Gurgaon	4,56,450
170	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-RZ-L-23, UGF, KHASRA NO. 84/22, MAHAVEER ENCLAVE, PALAM, DELHI-110045	8,00,000
171	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-bearing Site No. 7 in Property No. 172/4, Bommanahalli CMC Katha No. 596/1, presently coming under BBMP Bangalore vide Katha No. 814/733/596/596/1, Bilekahali Village, Begur Hobli, Bangalore South Taluk	9,00,000
172	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Site no #1114, 3rd Cross, Sector -3, HSR Layout, Bangalore, BBMP Property No. 1325/1114, Bangalore South Taluk	16,20,000
173	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-1st Floor, Tulip Mall, Sector 46, Noida (Above HDFC Bank)	5,04,216
174	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-Khasara No 525 Malvir nagar corner market Delhi	8,28,000
175	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-A-57 Rajori garden Delhi 110027	6,30,000
176	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-B - 50 B, KALKA JI, NEW DELHI-110049	5,10,000
177	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Shop A 205, 2nd floor,Nerul Railway station complex,Nerul E ,Navi Mumbai 400706	21,00,000
178	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-Dimple Wine Office, Shabaaya Vihaang Garden, Ground Floor G-3, Samta Nagar, Pokhran Road No.1, Thane West 400606.	20,70,000
179	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-"Sai Sadan Enclave", H.No. 23-28/2, Jyothi Nagar Colony, Ramachandrapuram, Sangareddy District, Telangana State - 500032	10,22,400
180	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-1, Kailash Enclave, Pitampura, Delhi	8,48,000
181	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-606, DE ELMAS, 6" FLOOR, SONAWALA CROSS ROAD. 2, GOREGAON (EAST), MUMBAI -400 063	19,39,860
182	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-N0 5 ,Ground floor,3rd Main road,sarvamangalam nagar,chitlapakam, chennai - 600064	5,13,000
183	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-H.No. 1-24-414/2NR, of Plot No.2, in Sy No. 280 & 281, "Light House", Situated at Laxmi Nagar, Venkatapuram, Alwal. Ranga Reddy Dist, Telangana State - 500015.	4,04,706
184	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-BBMP Katha No. 37/8, Survey No. 8 situated at Jakkur Plantation Village, Yelahanka Hobli, Bangalore North Taluk, BBMP Ward No. 07, Bangalore -560 029	9,30,000
185	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-No.AA-132 and 134, New Door Nos.18 & 20,First floor, Shanthi Colony, IV Avenue, Chennai – 600 040	15,95,520
186	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-First floor,SVR Developers,No: 173,Mount ponamalee high road,porur,chennai : 600116.	6,00,000
187	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-Door No.1,Ground floor,Plot No.2, Block No. 29 Sterling Road, Nungambakkam	13,94,820
188	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-H.No. 45/3RT, M.C.H. No. 7-1-621/ 108, Sanjeev Reddy Nagar, Opp: Community Hall, Hyderabad, Telangana State - 500038	9,32,880

189	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.2, Khatha No. 270/7/11/1-2, situated at Kowdenahalli @ Ramamurthy Nagar Village, K.R. Puram Hobli, currently within the limits of BBMP Ward No. 26-Ramamurthy Nagar, Bengaluru	8,58,000
190	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-"Elite Spaces", H.No. 3-29/3/32, Plot No.3 & 32, Sy.No. 461, Lakshmi Narasimha Swamy Nagar, Anjali Garden Road, Puppalaguda, Gandipet Mandal, Ranga Reddy Dist, Telangana State - 500089	6,51,000
191	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-Elite Spaces", H.No. 3-29/3/32, Plot No.3 & 32, Sy.No. 461, Lakshmi Narasimha Swamy Nagar, Anjali Garden Road, Puppalaguda, Gandipet Mandal, Ranga Reddy Dist, Telangana State - 500089	2,79,000
192	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-A-10, UG, PRIYADARSHANI VIHAR, DELHI-110092	3,50,000
193	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-107A Vinay Bhavya Complex, 159A CST Road,Kalina ,Santacruz East.Mumbai 400098	24,26,730
194	Gurgaon	IM	BUNDL TECHNOLOGIES PVT LTD-IDEA COSMIC, BLOCK C2, PALAM VIHAR, GURGAON	3,11,550
195	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-41,National House,Saki Vihar Road,Chandivali Junction,Powai,Mumbai-400072	14,40,000
196	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Plot Nos. 151, 152 and 153 having Katha Nos. 643/656/672/152 and 644/673/153 situated at Bellandur Village, Varthur Hobli, currently under BBMP Ward No. 150- Bellandur, Bengaluru	13,65,000
197	0	IM	BUNDL TECHNOLOGIES PVT LTD-10-4-227/2/G Pavan Plaza Karmanghat , Saroor Nagar	8,09,856
198	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-UPPER GROUND FLOOR, SURAJ MAL VIHAR, C-289, Delhi,	2,25,000
199	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-Surajmal Vihar, Laxmi Nagar, C 228, Delhi, East De	2,25,000
200	Tiruvallur	IM	BUNDL TECHNOLOGIES PVT LTD-NO-51 A KAVARAI STREET,ATHIPET,AMBATTUR,TIRUVALLUR	4,80,000
201	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-Hi Line Park, 1 St Floor, Office Number 101 to 108 Near Ramwadi Octri Naka,Vadgaonsheri, Pune	19,20,000
202	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-Aakash multispeciality clinic,No:94,Perumalkoil 1st street,Teachers colony,kotturpuram,Chennai-85.	7,20,000
203	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-501,COMMERCE HOUSE ,140, N.M.ROAD,FORT,MUMBAI 23	24,19,560
204	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Pune, Sadashiv pet, 2145, Pune, Maharashtra, 4110	12,23,664
205	Hydrabad	IM	BUNDL TECHNOLOGIES PVT LTD-No 70 film nagar Jubli hills hyderabad-500096	11,34,552
206	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-D-1, Viola Soc., Near Mai Mangeshkar Hospital, Mum	10,61,592
207	NCR	IM	BUNDL TECHNOLOGIES PVT LTD-GROUND FLOOR, C-1/6, C 1 BLOCK, JANAK PURI, West,, C 1 BLOCK, JANAK PURI, West Delhi, Delhi, 110058	3,90,000
208	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-C-2/7, Janak Puri, Janakpuri B-1, West Delhi, Delh	3,90,000
209	Gurgaon	IM	BUNDL TECHNOLOGIES PVT LTD-C-303 A, Sushant Lok Ph1, Gurgaon 122009	9,80,000
210	Hydrabad	IM	BUNDL TECHNOLOGIES PVT LTD-Uda colony saroor nagar rangareddy dist telangana	11,56,680

211	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-11-5-199, Bhavani Nagar, Moosapet, Hyderabad 50001	10,27,854
212	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No 5, 15th main road, opp police quarters, vasanthr, Bengaluru (Bangalore) Urban, Karnataka, 560052	14,05,560
213	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-NO 651, NARAYANAPPA GARDAN, WHITEFIELD	9,67,200
214	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Sy no.8/1, PID No. 809/754/1/8/3, Kothanur Village	11,36,070
215	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Ground Floor, No 27, Main Rd, GD Park Extension, Rd, GD Park Extension, Vyalikaval, Banglore 560003	9,71,200
216	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-2nd floor, S 247, Panchsheel park, New Delhi, Soutnchsheel park, New Delhi, South Delhi Delhi 110017	6,45,000
217	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Site No.1, PID No. 1492/30/3/1, Kodichikkanahalli,Begur Hobli, Bangalore	7,14,900
218	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-215, 100ft ring road, Banashankari 3rd stage, Beng	12,48,000
219	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-8th block jayanagar Ground Floor, bangalore	63,308
220	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-VAITY WADI, NEAR ANANDRAJ IND. ESTATE, OFF SONAPUR	14,70,000
221	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-B 40, Vinobha Kunj, Sector 9, Rohini Delhi 110085	8,40,000
222	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-47/21 EVR salai,periyamet,chennai -	8,40,000
223	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-NO 1038/1 , 240/7, MARS MEADOWS APTS, 60 FEET MAIN IN ROAD, VINAYAKA NAGAR BEHIND RR NAGAR BANGALORE	11,55,000
224	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-PATTATHU BUSINESS PLAZA, KALINA CST ROAD, SANTACRU	26,12,610
225	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-381, B-3, Paschim Vihar, West Delhi 110063	1,65,000
226	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-B 40 Paschim Vihar West Delhi 110036	1,65,000
227	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-B-3/381, Paschim Vihar Delhi 110063	1,65,000
228	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-381 B3, Paschim Vihar, Delhi 110063	1,65,000
229	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-E 113, Okhla Industrial Estat, Ph 3, Delhi 110020	1,12,509
230	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-ANNAPURNA LINK PREMISES SOCIETY, KHAR WEST, PLOT N AMAJ, 71	8,58,000
231	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-1st floor, 1425/497, HRBR 1st stage, 4th block, He	9,29,520
232	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-DREAM QUEEN SOCIETY, SANTACRUZ WEST, V.P. ROAD, BE AMAJ, 71, Mumbai Suburban, Maharashtra, 71, 400054	8,58,000

233	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-S no.131/1, Padmavilas Building E Baner Pashan Lin	17,57,880
234	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Office no 202 Royal Tranquil, S. No 6, Kokane Chow	11,97,456
235	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-Shop NO 3 & 4, on Ground Floor A Wing, Kate puram Pune	15,78,720
236	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-27, SISI colony, nsc bose road, ulagaram , Chennai	6,30,000
237	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Sudarshan Bunglow, Pisawali Shilfata Road, Kalyan	11,36,880
238	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-0(79) SRP kovil st, Agaram, peravallur, perambur,	6,00,000
239	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-E - 115, OKHLA INDUSTRIAL ESTATE, NEW DELHI, West	1,11,384
240	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-4, Chandrashil Appartment, off Ghole Road, Shivaji	17,01,000
241	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-29/28, Amar Baug, Pune Solhapur Road, Hadapsar, Pu	7,99,200
242	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-LORDS APARTMENT, ROAD NO 6 TPS 4, BANDRA WEST, 51/	9,45,000
243	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-DELPHI CONDOMINIUM, NARGIS DUTT ROAD, BANDRA WEST,	9,45,000
244	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-1 -10-46, STREET NO 2, ASHOKNAGAR, Hyderabad, Tela	8,22,600
245	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-H.No.5-112/85, Sumitra Nagar, Kukatpally, Hyderaba	5,11,875
246	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-AS Rao Nagar, Hyderabad 500062	7,58,250
247	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-5-112/85, Sumitra Nagar, Kukatpally, TS India 5000	75,833
248	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-5-112, Sumitra Nagar, Kukatpally 500072, Hyderabad	1,70,625
249	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-Basera 46/25, PCNDA, Nigdi, Pune 411044	9,56,880
250	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-BHAIRAAV SRUSHTI, A - 150FEET ROAD, BHYANDER WEST,	13,62,960
251	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-DOOR NO. 28, GA, CENOTAPH COURT, CENOTAPH, CHENNAI	5,70,000
252	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-DDA BUILDING, NEHRU PLACE, NEW DELHI, G-9, Delhi,	6,82,000
253	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-RNA Park View, Opp. Gandhi Maidan, Chembur, 204, M	7,51,995
254	Jaipur	IM	BUNDL TECHNOLOGIES PVT LTD-Rukmani Heights, 1st Floor, 415 & 415 A,Surya Nagar,Ridhi Sidhi Chauraha Gopalpura Bypass,Jaipur-302018 Jaipur, Rajasthan, 302018	7,56,000

255	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-No:187,51st street,TVs colony,Annanagar,Tiruvallur	10,70,960
256	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-"Ventat Plaza", First Floor, H.No. 12-5-35/A/1&2,	12,74,280
257	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Shop no 9,Mahajan Galli Shaikh Memon Street, Zaver,Shaikh Memon Street, Zaveri bazar Mumbai 400002	16,14,600
258	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Building -05 I&J Block Embassy Tech Village, Barhir, Holo, Devarabeesanahalli, Outer Ring Road, Bangalore - 560103, Bangalore, Karnataka, 560103	12,00,000
259	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No.33/1, Doddakannelli Village, Carmelram Post, Sarjapura	17,93,752
260	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-New no:8,old no.28,Flat no:14,Veekay Manor APT,Gop	8,10,000
261	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-96/52,Bharathi nagar main road,Zeemain pallavaram,	6,00,000
262	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-First Floor, Site 51, 2nd Main, Industrial Town, Rajaji Nagar, Bengaluru 560010	6,17,280
263	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No 70 1st Main Amarajothi layout RMV layout Bangalore-560094	9,00,180
264	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-Petrol Pump, Sector 26, Vashi, Plot No. 10, Thane,	7,51,995
265	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-1034 Shukarwar peth Tilak Road Pune	25,11,000
266	Kolkata	IM	BUNDL TECHNOLOGIES PVT LTD-64/1/35B Khudiram Bose Sarani, Belagachia, Kolkata	5,10,000
267	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-NEW NO:6/122,OLD/NO:1/82B,MARIAMMAN KOIL STREET,IY	5,40,000
268	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-NEW NO:23,OLD NO:6/4,MINT SUBBRAYAN STREET,OLD WAS	8,40,000
269	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-NEW NO:6/122,OLD NO:1/82B,MARIAMMAN KOIL STREET,AY	5,40,000
270	Kolkata	IM	BUNDL TECHNOLOGIES PVT LTD-Ground Floor, 176 & 178, R.S. No. 116, Tegharia, J.L. No. 9, Ward No: 7, Rajarhat, Kolkata 700157	13,20,000
271	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-GHMC No: 9-4-86/182 & 183, Salarjung Colony, Tolichowki Hyderabad	13,56,000
272	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-No. 212/A situated at Domlur Stage, 2nd stage, Ban	14,68,620
273	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Neeladri road Electronic city Bangalore	16,82,358
274	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-2nd Floor, No. 89/1 Munekolala Village, Varthur Hobli, Bangalore - 560037	6,67,875
275	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-X26,HAUZ KHAS, NEW DELHI-16	2,25,000
276	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-X26, HAUZ KHAS NEW DELHI	3,37,500

277	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-X26, HAUZ KHAS, NEW DELHI	1,12,500
278	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-No.2,Thiruvalluvar Salai, Kumarannagar, Sholingan	7,35,000
279	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-H.No. 8-3-231/A/44 & 45, Sri Krishna Nagar, Yousuf	12,20,562
280	Hyderabad	IM	BUNDL TECHNOLOGIES PVT LTD-"Eswara Home', H.No. 4-3-164, Plot No. 84 (Part),	8,36,808
281	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-BDA Site No. 85, bearing PID No. 67-3-85, situated at Koramangala Industrial Layout, 5th Block Koramangala, Bengaluru presently under the limits of BBMP Ward No. 67	16,21,800
282	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-sanjay nagar Bangalore	13,39,650
283	Delhi	IM	BUNDL TECHNOLOGIES PVT LTD-CENTRAL DELHI, FERROZESHAH ROAD, 26, Central Delhi,	2,37,099
284	Kolkata	IM	BUNDL TECHNOLOGIES PVT LTD-Office at 6D, Neelamber 28-B, Shakespeare Sarani,	15,96,000
285	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Chamrajpet Bangalore	12,20,400
286	Bangalore	IM	BUNDL TECHNOLOGIES PVT LTD-Ground floor, Site No. 352, PID No. 16-1-352, West Chord Road Layout, 3rd Stage, 4th Block, Shakti Ganapati nagar, Basaveshwara Nagara, Bangalore - 560079	9,85,608
287	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-HAJI MOOSA PATRAWALA INDUTRIAL ESTATE, DR. E. MOSE	31,08,000
288	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-SATYAM APARTMENT, M.G.ROAD OPP. TELEPHONE EXCHANGE	20,25,840
289	Pune	IM	BUNDL TECHNOLOGIES PVT LTD-29/28, Amar Baug, Pune Solhapur Road, Hadapsar,	35,77,110
290	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-gitaneel arcade, hill rd, bandra mumbai, 10, Mumba	21,15,000
291	Bhopal	IM	BUNDL TECHNOLOGIES PVT LTD-20/12, Yas[hwant Niwas Road, Behind Central Bank	6,18,912
292	Bhopal	IM	BUNDL TECHNOLOGIES PVT LTD-27, Gravity Mall, Mechanic Nagar Extension, Bhamor Vijay Nagar, Indore, Madhya Pradesh- 452010	5,44,824
293	Indore	IM	BUNDL TECHNOLOGIES PVT LTD-27, Gravity Mal, Mechanic Nagar Extension, Bhamor,hamor, Vijay Nagar, Indore, Madhya Pradesh -452010	5,44,824
294	Gurugram	IM	BUNDL TECHNOLOGIES PVT LTD-5th floor Arcade gurugram haryana	2,03,940
295	Haryana	IM	BUNDL TECHNOLOGIES PVT LTD-Haryana	8,10,000
296	Chennai	IM	BUNDL TECHNOLOGIES PVT LTD-Purgudia - Chennai	8,28,000
297	Mumbai	IM	BUNDL TECHNOLOGIES PVT LTD-AL PRIDE, LBS ROAD, MULUND (W), mumbail	5,58,000
298	Haryana	IM	BUNDL TECHNOLOGIES PVT LTD-Karol Bagh new delhi	8,98,500

Total	56,74,57, 210
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Exhibit II

Particulars	Receivable Amount
3M India Ltd	45,468
3PL	17,62,03,124
Ab INBev India LTD.	5,593
ACCELYST SOLUTIONS PRIVATE LIMITED	65,000
ADANI WILMAR LIMITED	59,000
ADGLOBAL360 INDIA PRIVATE LIMITED	3,84,132
ADITYA BIRLA SUN LIFE MUTUAL FUND	1,10,729
ADOMANTRA DIGITAL INDIA PVT LTD	1,44,971
Advantage Club	1,40,880
ADYAR ANANDA BHAVAN SWEETS INDIA PRIVATE LIMITED	13,95,834
Aelius Entertainment and Hospitality LLP	4,259
AEPROCUREX SOURCING PRIVATE LIMITED	12,980
Airtel	7,92,040
Akshayakalpa Farms and Foods Pvt Ltd	2,21,888
Alimento Agro Foods Pvt Ltd	67,149
Amazon	1,78,03,778
American Express Bank	41,61,472
AMISHI CONSUMER TECHNOLOGIES PRIVATE LIMITED	42,296
AMPLE FOODS PVT. LTD.	5,23,137
ANANDA FOODS & BEVERAGES	10,620
Anheuser busch INBEV India LTD.	28,145
APB	86,04,124
APP	50,951
Apsara Ice Creams LLP	9,26,083
ARTHIMPACT FINSERVE PRIVATE LIMITED	86,187
AU Bank	12,999
Axis Bank	9,82,06,820
Azure Hospitality Private Limited	-
BACARDI INDIA PRIVATE LIMITED	3,10,255
Bain	4,06,400
Bajoria Foods Pvt. Ltd.	17,390
Bangaru Traders	32,802
Barbeque_Nation_Hospitality_Pvt_Ltd	27,03,546
Barista	-
BESTING COMMUNICATIONS LLP	1,77,570
BIKAJI FOODS INTERNATIONAL LIMITED	2,71,407
Bikanervala Foods Pvt Ltd	51,251
Boca Foods and Beverages Pvt. Ltd.	2,454
Body Cupid Cosmetics Pvt Ltd	7,96,500
Borges India Pvt. Ltd.	3,99,047
Bounce	4,58,040
Britannia Industries Limited	52,885
Brittania	6,81,920

BUENO GIG GROWTH TECHNOLOGIES PRIVATE LIMITED	2,63,457
Burger King	29,35,38,941
CabDost Private Limited	12,503
Capital Foods Private Ltd	1,27,383
CDM	8,78,800
Charcoal Eats	-
Cipla Health Limited	31,81,784
CITI Bank	67,62,574
CITYMAX HOTELS INDIA PRIVATE LIMITED	63,208
Clearprise Technologies Pvt Ltd	1,41,600
Coca-Cola / VAS	2,40,000
Coffee_Day_Global_Ltd	2,307
Colgate-Palmolive (India) Ltd	3,19,537
Commerce IQ	7,24,000
CONNAUGHT PLAZA RESTAURANTS PRIVATE LIMITED	38,77,501
CONSUMER LINKS MARKETING PRIVATE LIMITED	3,44,560
Control Alt Foods Pvt. Ltd.	6,080
Convonix Systems Pvt. Ltd	13,22,156
CRED	6,14,718
Credence	25,76,100
CROWN BEERS INDIA PRIVATE LIMITED	3,79,628
Curefit Healthcare Pvt Ltd	70,800
CUREFOODS_INDIA_PRIVATE_LIMITED	12,70,486
Curry Saga	7,286
Delightful Gourmet Pvt Ltd	77,059
Deluxe_Caterers_Pvt_Ltd	-
Dentsu Webchutney Private limited	4,72,000
Devyani_International_Pvt._Ltd	32,11,229
Dhani	40,950
DIGIKREDIT FINANCE PRIVATE LIMITED	1,39,055
Dlecta Foods Pvt. Ltd.	1,45,116
Dr Oetker India Pvt Ltd	29,957
DROPKAFFE_FOOD_AND_BEVERAGES_PRIVATE_LIMITED	25,56,003
Drums Food International Pvt Ltd	10,93,349
Dvara Money Private Limited	84,000
Edata Ventures Pvt Ltd	58,949
Emami Limited	29,990
Excelus Foodbev Private Limited	37,640
Fin care	2,34,740
FITSHIT HEALTH SOLUTION PVT LTD	2,07,569
Foodvista_India_Pvt_Ltd	45,62,828
Forbidden Foods Pvt Ltd	1,699
Foxtrot Beverages Private Limited	34,357
Freecharge	2,82,632
GAMESKRAFT TECHNOLOGIES PRIVATE LIMITED	64,127
GARAGEPRENEURS INTERNET PRIVATE LIMITED	36,98,448

Gelato_Italiano	71,678
General Mills	88,492
GO TRY MARKETING PRIVATE LIMITED	2,36,000
GODDARD TECHNICAL SOLUTIONS PRIVATE LIMITED	2,54,066
Godrej Tyson Foods Ltd	37,627
GRAVISS FOODS PRIVATE LIMITED	25,87,196
Green Light Foods Private Limited	1,10,083
Groupm Media India Pvt Ltd	35,31,875
Haldiram Nagpur	20,611
Happilo	2,04,652
Happy Jars Pvt. Ltd.	51,290
Hardcastle_Restaurants_Pvt_Ltd	2,21,35,786
HATSUN AGRO PRODUCT LIMITED	7,26,396
HDFC Bank	11,99,21,169
Healthfyme Track Screen Campaign	2,58,240
Healthline Pvt. Ltd	68,759
Hector Beverages Pvt Ltd	1,90,037
Hershey India Private Limited	5,13,875
HIMESH FOODS PRIVATE LIMITED	5,50,733
HINDUSTAN UNILEVER LIMITED	5,33,26,452
Honasa Consumer Pvt Ltd	87,006
HSBC Bank	75,750
Huawei	3,99,500
Hyperspace - A division of Dentsu communications India Pvt Ltd	1,41,600
ICICI	22,99,17,118
iD Fresh Food (India) Private Limited	14,35,009
ImmaculateBites Pvt. Ltd.	1,49,289
Impresario Entertainment & Hospitality Pvt. Ltd	-
INDIFI TECHNOLOGIES PRIVATE LIMITED	32,38,327
Indo Nissin Foods Pvt Ltd	68,166
Indusind Bank	74,56,064
INFINITI SERVICES	58,563
Inmobi	1,59,000
Innerchef	-
Innovative Foods Limited	1,24,145
Interactive Avenues Pvt Ltd.	2,97,549
ISTORE DIRECT TRADING PRIVATE LIMITED	17,700
ITC	6,56,187
Jsm_Corporation_Pvt_Ltd	22,809
Jubilant Foodworks Limited	10,31,18,819
Junglee Games Track Screen Campaign	1,18,000
JUST PAY	63,70,779
Kamaths Ourtimes Icecreams Pvt. Ltd.	16,48,080
KELLOGG INDIA PRIVATE LIMITED	4,63,200
KFC INDIA MARKETING PRIVATE LIMITED	76,70,000
KLF Nirmal Industries Pvt Ltd	26,619

Kohinoor Speciality Foods India Private Limited	65,114
Kotak Bank	16,05,651
Kottaram Agro Foods Pvt Ltd	52,059
Krispy Kreme	-
Lartisan Breads Pvt Ltd	73,342
Lazy pay	2,81,07,862
Liquii Beverages Private Limited	1,18,115
Lite Bite Pvt Ltd	-
Little Italy Foods Pvt Ltd	-
Logicserve Digital Pvt Ltd	2,36,000
London Dairy	59,747
LSC Enterprises pvt. ltd.	1,66,845
Lupin	1,36,000
MAHESH BABU THOTA	1,15,586
Maiyas Foods & Beverages Pvt Ltd	20,611
Marico Ltd	1,39,569
Marriott_Hotels	85,137
Mars International India Pvt Ltd	4,24,618
McCain Foods India Pvt Ltd	3,13,026
MEDIAEDGE CIA INDIA PRIVATE LIMITED	49,08,399
Merhaki Foods & Nutrition Private Limited	71,680
MIMANSA INDUSTRIES PRIVATE LIMITED	1,62,293
Mira Integrated Marketing Services	4,27,500
Mobikwik	32,63,493
MONDELEZ INDIA FOODS PRIVATE LIMITED	29,01,111
Mountain_Trail_Foods_Pvt_Ltd	13,17,965
MTR Foods	22,500
MUDDY PUDDLE FOODS PRIVATE LIMITED	65,799
MUNCHBOX FROZEN BOTTLES TAMILNADU LLP	53,185
Munchbox Frozen Foods Private Limited	3,69,303
MUNCHBOX MUMBAI LLP	31,755
Nanda Group Pvt Ltd	40,876
NANDO'S KARNATAKA RESTAURANTS PRIVATE LIMITED	10,27,967
Natural_Ice_Cream	4,410
Naturell (India) Pvt. Ltd.	1,28,274
Nestlé India Ltd	39,486
Netflix	1,66,178
Nineroot Technologies Private Limited	878
Novopay	5,68,364
Observe AI	2,24,500
OLIVE BAR & KITCHEN PRIVATE LIMITED	2,08,225
Onesta	-
Online Reputation Management Private Limited	22,000
Oriental Cuisines Pvt Ltd	-
Origami Cellulo Private Limited	2,40,523
Orion Nutritionals Private Limited	52,539

Pallete_Foods_Pvt_Ltd	12,581
Panchrochak Next LLP	648
Paradise_Food_Court_Pvt_Ltd	38,78,822
Paytm First Games Private Limited	5,70,03,357
PayU	3,67,00,469
Pepsi	54,54,900
PepsiCo India Beverages	4,03,785
PEPSICO INDIA HOLDINGS PRIVATE LIMITED	1,10,92,000
Perfetti	52
Perfetti Van Melle India Pvt Ltd	1,75,777
Phonepe	3,65,97,868
Pisces_Eservice_Pvt_Ltd	28,62,009
PNB	48,753
Poncho_Hospitality_Pvt_Ltd	-
Popcorn & Co.	83,167
Popular Essentials	4,24,580
Positive Food Ventures Pvt. Ltd.	18,177
PREMIER SALES PROMOTIONS PVT LTD - Big City	11,80,000
Radio Head Brands Pvt Ltd	78,304
Rakyan Beverages Private Limited	1,97,385
Ravi Foods Pvt. Ltd.	68,422
Razorpay	2,82,20,957
RB Health and Home	7,71,368
Ready Roti India Pvt. Ltd.	20,548
Rebel_Foods_Pvt_Ltd	2,28,79,794
Recorn Foods Pvt Ltd	8,102
Red Bull	3,84,960
Red Bull India Pvt Ltd	1,32,366
Reliance	4,01,186
Reprise Media India Private Limited	47,00,914
RK HERBALS	46,808
Royal Dry Fruits	1,76,080
SAINATH ENTERPRISES	20,135
SAMOSAS PARTY FOODS PRIVATE LIMITED	14,175
SamosaParty Foods Pvt Ltd	23,670
Samsung R&D Bangalore	16,28,171
SBI	42,23,651
SC Johnson	45,408
Sense Digital Media Pvt Ltd	14,73,706
SHAMANTHAKA ENTERPRISES	75,511
SHANKER HERBAL CARE	2,500
ShareChat	37,57,000
SHRIJRG FOOD PRODUCTS PVT LTD	1,01,989
SIVA TRADERS	92,098
SLEEPY OWL COFFEE PVT. LTD.	39,138
SND	4,04,26,302

Sodexo	2,26,56,297
Sonata	13,34,400
Sproutlife Foods Pvt Ltd	27,940
Starbucks	17,26,999
STORYSIDE INDIA LLP	5,90,000
Sumadhura Infracon Pvt Ltd	1,51,000
Sunshine Teahouse Private Limited	-
Super Milk Products Pvt Ltd	4,12,649
Supr Infotech Solutions Private Limited	2,26,063
SVB	1,53,000
Switz International Pvt. Ltd.	1,72,843
SWMABHAN COMMERCE PRIVATE LIMITED	54,026
TABLEZ_Pvt_Ltd	-
Tangy Turmeric Pvt Ltd	40,009
Tata Cha	-
TATA SMARTFOODZ LIMITED	1,40,219
Technology Mindz	6,67,106
The Brand Window	40,68,795
The Hershey Company Pvt. Ltd.	2,50,000
The Himalaya Drug Company	3,01,084
TIMES INTERNET LIMITED	2,69,35,466
TLG India Private Limited (Nestlé India Ltd)	3,147
To Be Healthy Foods Pvt Ltd.	49,682
Tong Garden Foods India Pvt Ltd	1,03,867
TTK Healthcare	28,607
Unacademy	29,47,500
Unicharm India Pvt. Ltd.	51,778
Unilever	9,60,000
United Biscuits Pvt Ltd	9,964
United Breweries Limited	2,73,264
United Spirits Limited	5,07,438
UPI	78,85,467
USV PRIVATE LIMITED	1,44,289
Vahdam Teas Private Limited	43,940
VEEBA FOOD SERVICES PVT LTD	2,23,181
Vertoz Advertising Limited	6,49,800
VISA Worldwide Pte Ltd	6,14,765
Visage Lines Personal Care Pvt. Ltd	62,934
VITEZA ENTERPRISES PRIVATE LIMITED	23,600
Vouchagram	77,28,000
Walko QSR Co. Pvt. Ltd.	15,96,293
Wellversed	1,05,676
Wingreens Farms Pvt Ltd.	52,153
Wings Events	3,70,900
Wipro Enterprises (P) Ltd	81,334
Wow_Momo_Foods_Pvt_Ltd	47,999

XOXO	15,12,210
YES Bank	8,44,900
YUM RESTAURANTS MARKETING PRIVATE LIMITED	1,41,72,913
Zea Maize Pvt Ltd	1,43,560
ZED LIFESTYLE PRIVATE LIMITED	24,048
Others	5,14,49,555
5 Spice	1,01,781
Adiga's	1,79,834
Big Bowl Chinese	1,70,409
Cafe Nandini	1,83,820
Chaitanya Paranthas	3,24,932
Chefkraft	1,06,449
ChineseStory	2,13,973
Ciclo Life	2,08,376
Cinnamon N Nutmeg	1,39,178
Dum Matka	1,42,610
French Loaf	2,08,780
Hot Chappathies	1,19,922
Hotel Safari	1,08,490
JR Jana Veg Restaurant	2,93,949
Kadalu Coastal Cuisine	7,83,501
KS Bakers	1,16,209
Kulcha Kulture	1,37,813
Leon Grill	3,31,171
Loiee Mithai & Rasoi	1,14,384
Mealstory Homely Meals	1,22,026
Regal China	1,47,376
Rice Bowl	2,69,016
Sharief Bhai	1,09,508
Shokeen Rolls	2,50,956
Taj Mughalai	16,43,967
The Bake Factory	1,17,255
The Desi Dhaba - Pure Veg	1,62,497
The Jalsa- By Nanumal Bhojraaj	1,07,120
The Roll Pod!	1,04,558
Vasista Sri Lakshmi	1,63,049
Vasudev Adigas	2,91,310

Total

1,69,29,43,482