



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA45778777867921W
Certificate Issued Date : 21-Oct-2024 11:36 AM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0836454238269768W
Purchased by : Swiggy Limited and Selling Shareholders
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : Second Amendment to the Offer Agreement
Consideration Price (Rs.) : 0
 (Zero)
First Party : Swiggy Limited and Selling Shareholders
Second Party : BRLMs
Stamp Duty Paid By : Swiggy Limited and Selling Shareholders
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO AMONGST THE COMPANY, SELLING SHAREHOLDERS AND BOOK RUNNING LEAD MANAGERS

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.

GOVERNMENT OF KARNATAKA



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INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

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Certificate No. : IN-KA45782358127411W
Certificate Issued Date : 21-Oct-2024 11:37 AM
Account Reference : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0836460903973953W
Purchased by : Swiggy Limited and Selling Shareholders
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : Second Amendment to the Offer Agreement
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First Party : Swiggy Limited and Selling Shareholders
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INDIA NON JUDICIAL

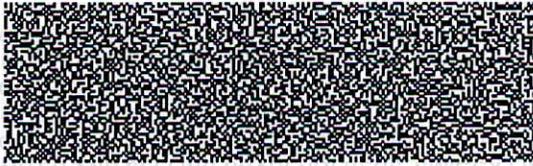
Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA45823728138997W
Certificate Issued Date : 21-Oct-2024 11:49 AM
Account Reference : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0836539786716169W
Purchased by : Swiggy Limited and Selling Shareholders
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : Second Amendment to the Offer Agreement
Consideration Price (Rs.) : 0
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First Party : Swiggy Limited and Selling Shareholders
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DATED OCTOBER 28, 2024

SECOND AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED APRIL 26, 2024

AMONGST

SWIGGY LIMITED

AND

INDIVIDUAL SELLING SHAREHOLDERS (as defined in Annexure A)

AND

CORPORATE SELLING SHAREHOLDERS (as defined in Annexure A)

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

J.P. MORGAN INDIA PRIVATE LIMITED

AND

CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

AND

BOFA SECURITIES INDIA LIMITED

AND

JEFFERIES INDIA PRIVATE LIMITED

AND

ICICI SECURITIES LIMITED

AND

AVENDUS CAPITAL PRIVATE LIMITED



AZB & PARTNERS
ADVOCATES & SOLICITORS

This **SECOND AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED APRIL 26, 2024** is entered into on this 28th day of October, 2024 (“**Second Amendment Agreement**”), amongst:

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

In this Amendment Agreement:

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

WHEREAS:

- (A) Subject to market conditions, receipt of necessary approvals and other material considerations, the Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of face value of ₹ 1 each of the Company (the “**Equity Shares**”), comprising: (A) a fresh issue of Equity Shares by the Company (“**Fresh Issue**”), and (B) an offer for sale of Equity Shares held by the Selling Shareholders, (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”, and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined in such manner as set out in the Offer Agreement and by way of the book building process under the SEBI ICDR Regulations.
- (B) The Company had filed a pre-filed draft red herring prospectus dated April 26, 2024, through the Book Running Lead Managers to the Offer, with SEBI (“**Pre-filed DRHP**”). In furtherance of the Offer, the Parties had executed the offer agreement dated April 26, 2024 read with the amendment to the Offer Agreement dated September 24, 2024 (the “**Offer Agreement**”), whereby the parties to the Offer Agreement agreed to certain terms and conditions for and in connection with the Offer Subsequently, the Parties executed the Amendment Agreement to the Offer Agreement dated September 24, 2024 (“**Amendment Agreement**”) pursuant to a reduction in the number of Equity Shares offered in the Offer for Sale from up to 186,212,871 Equity Shares to up to 185,286,265 Equity Shares and observations dated August 29, 2024 received from SEBI, requiring certain amendments to the provisions of the Offer Agreement in respect of pricing related decisions. After incorporating the comments and observations of the SEBI and the Stock Exchanges, the Company has filed the updated draft red herring prospectus I (“**UDRHP – I**”) and the updated draft red herring prospectus II (“**UDRHP – II**”) with SEBI on September

26, 2024 and October 21, 2024 respectively, and proposes to file the red herring prospectus (“**RHP**”) and the prospectus in accordance with the SEBI ICDR Regulations.

- (C) Time Capital Foodtech Advisors LP (ARK Impact), Ark India Food Tech Private Investment Trust and PR Venketrama Raja, who had earlier consented to participate in the Offer as selling shareholders and had signed and executed the Offer Agreement and the Amendment Agreement, have by way of letters dated October 8, 2024 and October 14, 2024, and October 8, 2024 respectively, informed about their intention and to withdraw from participating in the offer for sale and have accordingly terminated the Offer Agreement and the Amendment Agreement, solely with respect to themselves. Further, MIH India Food Holdings B.V. has decreased the number of its Offered Shares from up to 118,215,233 Equity Shares, to up to 109,096,540 Equity Shares. Accordingly, the number of Equity Shares offered in the Offer for Sale has reduced from up to 185,286,265 Equity Shares to up to 175,087,863 Equity Shares.
- (D) Additionally, on the basis of the observation dated October 15, 2024 received from the SEBI, and pursuant to discussion amongst the Parties, there are certain amendments required to the provisions of the Offer Agreement in respect of sharing of Offer expenses.
- (E) Accordingly, the Parties have agreed to enter into this Second Amendment Agreement to amend certain provisions of the Offer Agreement in relation to the construct on sharing of Offer expenses.

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

1. DEFINITIONS

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

2. AMENDMENT

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

“The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of the face value of ₹ 1 each of the Company (the “**Equity Shares**”), comprising: (A) a fresh issue of Equity Shares by the Company aggregating up to ₹ 44,990 million (the “**Fresh Issue**”), and (B) an offer for sale of up to 175,087,863 Equity Shares (“**Offer for Sale**”, and such Equity Shares, “**Offered Shares**”) in aggregate by the Selling Shareholders, details of which are provided in **Annexure A**. The Fresh Issue and the Offer for Sale are collectively referred to as the “**Offer**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**SEBI ICDR Regulations**”) and other Applicable Law (defined below), through the book building process (the “**Book Building**”), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined through the Book Building Process (the “**Offer Price**”). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, (B) outside the United States to investors that are not U.S. persons (as defined under Regulation S (“**Regulation S**”) of the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”)) and not persons acquiring for the account or benefit of U.S. persons in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the U.S. Securities Act, as amended and the applicable laws of the jurisdictions where offers and sales occur; and (C) to investors in the United States, or to or for the account or benefit of, U.S. persons, in each case that are both “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act in transactions exempt from the registration requirements of the U.S. Securities Act and “qualified purchasers” as defined under the U.S. Investment Company Act of 1940 (“**U.S. Investment Company Act**”) in reliance upon Section 3 (c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below) by the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the Applicable Law (including the SEBI ICDR Regulations).”

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

“The board of directors of the Company (the “**Board of Directors**”) has pursuant to resolutions dated April 18, 2024 and August 21, 2024 approved the Offer and pursuant to a resolution dated April 25, 2024, September 24, 2024 and October 28, 2024, taken on record the participation of the Selling Shareholders in the Offer for Sale. Further, the Fresh Issue has been approved by a special resolution adopted pursuant to Section 62 of the Companies Act, 2013 at the meeting of the shareholders of the Company held on April 23, 2024 and October 3, 2024.”

2.3. The following definitions shall be added to Definitions Clause of the Offer Agreement:

“**Big Four Firm**” means any of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) PricewaterhouseCoopers; or (d) EY (formerly, Ernst & Young), or any of their Indian affiliates or associates;

“**Fully Diluted Basis**” means shareholding of a shareholder of the Company calculated on the basis of number of Equity Shares held by such shareholder, including number of Equity Shares arising on account of exercise of all outstanding options under the ESOP Schemes that are vested to such shareholder, if any, divided by the total issued, subscribed and paid-up Equity Shares of the Company and such number of Equity Shares arising on account of exercise of all outstanding options under the ESOP Schemes that are vested.

“**Indemnifying Entity(ies)**” means each Treaty Indemnifying Party and Non-Treaty Indemnifying Party, referred to collectively;

“**Non-Treaty Indemnifying Party**” means such non-resident Corporate Selling Shareholder who, in relation to all or some portion of its Offered Shares in the Offer, does not claim the benefit under Double Taxation Avoidance Agreement executed between India and the country of residence of such non-resident Corporate Selling Shareholder and pays the applicable capital gains tax on the sale of the relevant portion of the Offered Shares in the Offer;

“**Tax(es)**” shall mean (i) tax payable on the sale of the Offered Shares (ii) tax payable in a representative assessee or agent under Sections 160, 161 and 163 of the Income Tax Act, 1961 towards capital gains tax on sale of the Offered Shares under Income Tax Act, 1961 (iii) surcharge, cess levied under the Income Tax Act, 1961 and (iv) any interest, penalty, or fines levied as applicable under the provisions of the Income Tax Act, 1961 on the above paragraphs (i), (ii) or (iii);

“**Tax Authority**” shall mean the Indian Income-tax Department, Department of Revenue, Ministry of Finance, Government of India or any other governmental authority or other authority in India, including without limitation, any court, tribunal or other authority that is competent to impose, administer or collect Tax;

“**Tax Claim**” shall mean a claim raised by the Company on an Indemnifying Entity directly and solely arising as a result of any Tax liability being incurred by the Company in each case, solely and directly in connection with the sale of the relevant Indemnifying Entity’s respective portion of the Offered Shares in the Offer, devolving on the Company pursuant to a Tax Proceeding. In respect of any Tax Claim, the Indemnifying Entities shall be, severally and not jointly, liable under the terms of the Offer Agreement with each Indemnifying Entity being solely liable in respect of the relevant Indemnifying Entity’s respective portion of the Offered Shares in the Offer.

“**Tax Computation Statement**” means a statement to be issued by a Big Four Firm (on a reliance basis and in a mutually agreed form with the Company) computing the Taxes (along with basis/analysis/documents reviewed and calculations thereof) chargeable or leviable on a Non-Treaty Indemnifying Party upon sale of its respective portion of the Offered Shares, and setting out the Taxes applicable and payable by such Non-Treaty Indemnifying Party in respect of such sale;

“**Tax Indemnity Period**” shall mean the period of six financial years from the end of the financial year in which the Offer is consummated, or such period as may be applicable pursuant to any amendment to the applicable law;

“**Tax Liability Cap**” means in respect of a Treaty Indemnifying Party individually, the respective gross proceeds receivable (without any deductions) by such Treaty Indemnifying Party from the Offer in

relation to the sale of its Offered Shares for which benefit under applicable Double Taxation Avoidance Agreement is claimed and in respect of a Non-Treaty Indemnifying Party individually, 0.25 (zero point two five) times the respective Tax (without any deductions) payable by such Non-Treaty Indemnifying Party in relation to its Offered Shares for which benefit under applicable Double Taxation Avoidance Agreement is not claimed;

“**Tax Notice**” means notice or enquiry by Tax Authority issued to the Company with respect to Tax, directly and solely in connection with the sale of the Indemnifying Entity(ies)’ respective portion of the Offered Shares in the Offer;

“**Tax Proceedings**” means suits, recovery proceedings, demands, claims, fines, representative assessee related proceedings, assessment proceedings, tax deduction at source related proceedings, re-assessment proceedings, interest related proceedings, penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level), in each case, directly and solely in connection with Tax on the sale of the Indemnifying Entities (as defined under Clause 22.3) respective portion of the Offered Shares in the Offer; and

“**Treaty Indemnifying Party**” means such non-resident Corporate Selling Shareholder who, in relation to all or some portion of the Offered Shares in the Offer, is desirous of and shall claim the benefit under the Double Taxation Avoidance Treaty executed between India and the country of residence of such non-resident Corporate Selling Shareholder in relation to the sale of the relevant portion of the Offered Shares in the Offer.

2.4. In Clauses 2.10, 2.11, and 12.15(vii) of the Offer Agreement, the reference to “post-Offer shareholding of MIH to not more than 24.9%”, shall be read to mean “post-Offer shareholding of MIH to not more than 24.9% (on a Fully Diluted Basis)”.

2.5. Clause 21.2 of the Offer Agreement shall be replaced in its entirety with the following:

“Other than (i) listing fees, which shall be borne by the Company; and (ii) audit fees of the Statutory Auditors and expenses for any corporate advertisements, i.e. any corporate advertisements consistent with past practices of the Company, and not related to the Offer, which shall be borne solely by the Company; and (iii) fees and expenses for the legal counsel to the Selling Shareholders, if any, which shall be solely borne by the respective Selling Shareholders, all costs, charges, fees and expenses in respect of the Offer shall be shared amongst the Company and each of the Selling Shareholders on a pro rata basis, in proportion to the Equity Shares issued and allotted by the Company in the Fresh Issue and the Offered Shares sold by the Selling Shareholders in the Offer for Sale (“**Proportion**”). It is further clarified that the Company shall provide requisite supporting documents and other details to the Selling Shareholders to support the Selling Shareholders’ claims for expense deduction while filing their respective tax returns and shall cooperate in sharing any information required by the Selling Shareholders during their respective tax assessments. Upon completion of the Offer, any payments made by the Company, if any, in relation to the Offer expenses on behalf of any of the Selling Shareholders shall be reimbursed by such Selling Shareholder to the Company from the proceeds lying to the credit of the public offer account/monitoring agency account, for any documented expenses incurred by the Company on behalf of such Selling Shareholder. In the event of withdrawal or abandonment of the Offer or if the Offer is not successful or consummated, all costs and expenses (including all applicable taxes) with respect to the Offer which may have accrued up to the date of such postponement, withdrawal, abandonment or failure shall be shared amongst the Company and each of the Selling Shareholders on a pro rata basis, in proportion to the number of Equity Shares proposed to be issued and Allotted by the Company through the Fresh Issue and the respective portion of the Offered Shares proposed to be transferred by each of the Selling Shareholders in the Offer for Sale.”

2.6. Clause 22.2 of the Offer Agreement shall be replaced in its entirety with the following:

“The Company and the Selling Shareholders shall pay, to the extent applicable and as provided in the Fee Letters, the BRLMs for any goods and service tax and any other applicable tax imposed by any Governmental Authority (the “**Identified Taxes**”) that may be applicable to their respective fees, commissions and expenses mentioned in their respective Fee Letters, in proportion to the number of Equity Shares issued and/or transferred by each of the Company and the Selling Shareholders in the Offer, respectively. All payments by the Company and the Selling Shareholders, as applicable, are subject

to deduction on account of any withholding taxes under the Income Tax Act, 1961, applicable in connection with the fees payable, provided that the Company and / or the Selling Shareholders shall immediately after the date of this Agreement, and in any event within the time prescribed under Applicable Law, after any deduction of tax, furnish to each BRLM an original tax deducted at source (“TDS”) certificate in respect of any withholding tax. For the avoidance of doubt, it is clarified that the Selling Shareholders shall be exclusively responsible for the payment and remittance of withholding tax that may be applicable, in proportion to the number of Equity Shares transferred by the respective Selling Shareholder in the Offer, on the fees, commissions and expenses mentioned in the Fee Letters. If any Identified Taxes (other than income tax) shall be due, or if the Company shall be required by Applicable Law to make any deduction or withholding on account of Identified Taxes in relation to the fees, commission and expenses mentioned in the Fee Letters, then the Company shall within reasonable time deliver to the BRLMs all tax receipts evidencing payment of Identified Taxes so deducted or withheld. The Company shall within reasonable time pay (or in compliance with all applicable laws, procure payment of), any fees, stamp duties, registration or other taxes and duties, including, interest and penalties, payable on, or in connection with, the Offer, in accordance with the cash escrow and sponsor bank agreement that will be executed between the Parties in respect of the Offer.”

2.7. After Clause 22.2 of the Offer Agreement, the following Clause 22.2A is hereby inserted:

“22.2A Tax Indemnity

22.2A.1 Each Indemnifying Entity shall, subject to Tax Liability Cap, as applicable, severally and not jointly, indemnify and hold harmless the Company for any liability incurred by the Company arising directly and solely in connection with the sale of the relevant Indemnifying Entity’s respective portion of the Offered Shares in the Offer due to any Tax Claim issued following the commencement of Tax Proceedings (including late payment charges, legal fees/ representation cost for any litigations arising out of such demand) made by any Tax Authority (at the first instance at which such demand is made), in the following manner:

- (a) The Company shall promptly, and in any event within 7 (seven) Working Days of receiving a Tax Notice, or such shorter period, as may be required, in case the number of days within which a response to the Tax Notice is sought is prescribed therein, provide a copy of the Tax Notice to the relevant Indemnifying Entity along with any other document or correspondence received from the Tax Authority in respect of any such Tax Proceedings. The failure of, or any delay by, the Company to provide such Tax Notice within the time period set out herein shall not relieve the relevant Indemnifying Entity of any indemnification responsibility hereunder, save to the extent any such failure or delay prejudices the relevant Indemnifying Entity’s ability to prosecute, defend or appeal the Tax Proceeding and/ or Tax Claim.
- (b) The relevant Indemnifying Entity shall have the right but not the obligation to assume control of the preparation, prosecution, defence or conduct of any Tax Proceeding, of which decision, they which they will notify the Company within 7 (seven) Working Days from the date of the receipt of the Tax Notice from the Company. The Company shall provide all reasonable assistance and information relating to the Tax Proceeding, as available with the Indemnified Parties, and reasonable assistance to the relevant Indemnifying Entity to dispute, appeal, compromise, defend, remedy or mitigate the Tax Proceeding to the extent such assistance and information is required by the Indemnifying Entity in connection with such Tax Proceeding;
- (c) In the event that the relevant Indemnifying Entity notifies the Company in writing that they do not elect to assume control of the preparation, prosecution, defence or conduct of any Tax Proceeding or fail to notify the Company within the aforesaid period of 7 (seven) Working Days, the Company shall assume control of the defence. It is clarified that in case a legal counsel is required to be appointed by the Company, cost of such legal counsel (reasonably incurred by Company) will be borne by the relevant Indemnifying Entity.

22.2A.2 The obligation of the Indemnifying Entities under Clause 22.3 shall remain in full force and effect during the Tax Indemnity Period, provided that if any Tax Claim against the relevant Indemnifying Entity (pursuant to a Tax Proceeding) has been initiated before the expiry of the Tax Indemnity Period,

then the obligations of the relevant Indemnifying Entity solely in respect of the said Tax Proceeding matter shall survive till (and automatically stand extended till) the date of a final non-appealable determination of such Tax Proceedings and the Tax Indemnity Period shall automatically stand extended till the date of a final non-appealable determination of such Tax Proceedings. It is clarified that the Company shall not in assuming control of the defence, enter into any settlement under such Tax Claims or in Tax Proceedings without the consent of the relevant Indemnifying Entity.

22.2A.3 Notwithstanding anything set out in this Agreement, all demands by any Tax Authority in respect of any Tax Proceedings for any interim payments, deposits, stay deposits, withholding payments or issuance of security/bank guarantees, whether interim or otherwise, shall be borne by the relevant Indemnifying Entity (the Company hereby agrees and undertakes that to the extent it directly or indirectly receives any refund(s) from any Tax Authority, or any such amounts are otherwise settled with the Tax Authority, in respect of any of the foregoing, Company shall promptly notify the relevant Indemnifying Entity and on request remit such refund (including interest if any) received or settled to the relevant Indemnifying Entity) who shall pay/ deposit/ issue guarantees of such amount with the concerned Tax Authority promptly, and in any case, within the time and in the manner specified by such Tax Authority, such that Company's financial outlay is zero, i.e. the Company incurs no out-of-pocket expenses.

22.2A.4 The Tax Liability Cap in relation to each Non-Treaty Indemnifying Party is conditional upon due receipt of the following by the Company from such Non-Treaty Indemnifying Party:

(1) Tax Computation Statement;

(2) A certified true copy of the Tax payment challan, provided such challan is provided by Public Offer Account Bank to the relevant Indemnifying Entity in accordance with the Cash Escrow and Sponsor Bank Agreement, evidencing payment of the Taxes in relation to sale of its portion of Offered Shares by such Non-Treaty Indemnifying Party;

(3) Copy of acknowledgment evidencing filing of income tax return disclosing the income from Sale of the Non-Treaty Indemnifying Party's portion of Offered Shares as capital gains within a period of 10 (ten) days from the date of filing of such return (to be filed within applicable due date for such returns); and

(4) Within 30 (thirty) days from the date on which, the Non-Treaty Indemnifying Party has filed its income tax return in respect of the Financial Year ending March 31, 2025, the Non-Treaty Indemnifying Party, a certificate from a chartered accountant in the format prescribed in Annexure C to this agreement.

Provided that the documents listed in Clause 22.2A.4 shall not be applicable to any Treaty Indemnifying Party solely in respect of such portion of its Offered Shares for which such Treaty Indemnifying Party shall claim Double Taxation Avoidance Agreement executed between India and the country of residence of such Treaty Indemnifying Party.”

2.8. Clause 22.3 of the Offer Agreement shall be renumbered as Clause 22.4 and shall be replaced in its entirety with the following:

“The Selling Shareholders, severally and not jointly, acknowledge that the calculation and payment of STT in relation to sale of the Offered Shares in the Offer for Sale is the obligation of such Selling Shareholder and not of the BRLMs, and any deposit of such tax by the BRLMs (in the manner to be set out in the Cash Escrow and Sponsor Bank Agreement to be entered into for this purpose) is only a procedural requirement as per applicable taxation laws, and that the BRLMs shall neither derive any economic benefits from the transaction relating to the payment of STT nor be liable for obligations of the Selling Shareholders in this regard. For the sake of clarity, the BRLMs shall be responsible only for onward depositing of STT to the respective Governmental Authority at prescribed rates under Applicable Laws and no stamp, transfer, issuance, documentary, registration, or other taxes or duties and no capital gains, income, withholding or other taxes are payable by the BRLMs in connection with the sale and delivery of the Offered Shares. The Selling Shareholders undertake that in the event of any future Proceeding or litigation by the Indian revenue authorities against the BRLMs relating to payment of STT, capital gains taxes and withholding taxes, in relation to the Offered Shares in the Offer for Sale, the Selling Shareholders shall furnish all necessary reports, documents, papers or information as may be required by the BRLMs to provide independent submissions for themselves or their respective Affiliates, in any ongoing or future litigation or arbitration and/or investigation by any regulatory, judicial, quasi-

judicial, administrative and/or supervisory authority and defray any costs and expenses that may be incurred by the BRLMs in this regard. Such STT shall be deducted based on a certificate issued by an independent peer reviewed chartered accountant appointed by the Selling Shareholders and provided to the BRLMs and the BRLMs shall have no liability towards determination of the quantum of STT to be paid in any manner whatsoever. The Selling Shareholders hereby agree that the BRLMs shall not be liable in any manner whatsoever to the Selling Shareholders for any failure or delay in the payment of the whole or any part of any amount due as STT in relation to the Offer, except as may be agreed under the cash escrow and sponsor bank agreement, once executed. Each of the Selling Shareholders acknowledge and agreed that the applicable taxes, if any, payable under Applicable Law in relation to the Offer shall be paid by such Selling Shareholders in accordance with Applicable Law or in accordance with the cash escrow and sponsor bank agreement, once executed, and that the BRLMs shall not otherwise be responsible for the payment of the taxes by the Selling Shareholders in relation to their respective portion of the Offer for Sale. Each Selling Shareholder confirms to the Company that the returns in respect of such Tax shall be filed within the mandatory timelines as per Applicable Law.”

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

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
Corporate Selling Shareholders					
1.	Accel India IV (Mauritius) Limited	Up to 10,572,706 Equity Shares	April 8, 2024 read with September 10, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Tel: +230 401 2300 Fax: 230 401 2301 E-mail: rzamboldi@accel.com Attention: Director Copy to: Richard Zamboldi
2.	Alpha Wave Ventures, LP	Up to 5,573,473 Equity Shares	April 23, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Alpha Wave Ventures, LP, Maples and Calder, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands Attention: Ms. Cathy Weist Email: cweist@alphawaveglobal.com and notices.awvii@alphawaveglobal.com With copies (which shall not constitute notice and shall necessarily include copies by email to) Address: Alpha Wave Global LP, 667 Madison Avenue, 19th Floor, New York, USA, 10065, USA Email: cweist@alphawaveglobal.com
3.	Apoletto Asia Ltd	Up to 1,696,504 Equity Shares	April 24, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address: 6 th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					<p>E-mail: DST@apexfs.group Attention: Board of directors</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
4.	Baron Emerging Markets Fund	Up to 1,241,816 Equity Shares	April 25, 2024	April 25, 2024	<p>Address: 767 Fifth Avenue, 49th Floor, New York, NY 10153 E-mail: ppatalino@baroncapitalgroup.com; ktreglia@baroncapitalgroup.com Attention: Legal Department</p>
5.	Coatue PE Asia XI LLC	Up to 3,885,413 Equity Shares	April 15, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA</p> <p>Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57th Street, 25th Floor New York, NY 10019 USA Email: zfeingold@coatue.com Tel: +1-212-715-5160 Attention: Zachary Feingold</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons:</p> <p>Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623</p>

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					<p>Email: yrana@goodwinlaw, akrishnan@goodwinlaw.com</p>
6.	DST Asia VI	Up to 1,031,116 Equity Shares	April 24, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	<p>Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius</p> <p>Tel: +44 20 73181180</p> <p>E-mail: DST@apexfs.group</p> <p>Attention: Board of directors</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
7.	DST EuroAsia V B.V	Up to 5,621,668 Equity Shares	April 22, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands</p> <p>Tel: +44 20 73181180</p> <p>E-mail: mpessel@dsteuroasiav.nl, hzunnebeld@dsteuroasiav.nl</p> <p>Attention: Marc Pessel; Hans Zunnebeld</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
8.	Elevation Capital V Limited	Up to 7,396,253 Equity Shares	March 7, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	<p>Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius</p>

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Email: elevationcapital.operations@apexfs.group Attention: Directors Phone: +230 467 3000
9.	Goldman Sachs Asia Strategic Pte. Ltd	Up to 134,868 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
10.	Harmony Partners (Mauritius) Ltd.	Up to 626,729 Equity Shares	April 18, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius-CST2@jtcgroup.com Attention: To the Board of Directors
11.	HH BTPL Holdings II Pte. Ltd.	Up to 2,021,171 Equity Shares	April 10, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 12 Marina View, #11-01 Asia Square Tower 2, Singapore (018961) Attention: Jennifer Neo With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
12.	Inspired Elite Investments Limited	Up to 6,747,246 Equity Shares	October 21, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Tel: +86 15901650624 E-mail: scd.swiggy@meituan.com Attention: Zhu Wenqian
13.	Lynks Shareholders' Trust	Up to 138,975 Equity Shares	March 18, 2024	April 25, 2024, August 19, 2024 and October 27, 2024	Address: A3, Chandra Vilas Apartments, 3rd Floor, No.19, 8th Cross Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Email: vijaypc@ramcocements.co.in Attention: Mr. G.Ramanarayanan and P.C. Vijay
14.	MIH India Food Holdings B.V.	Up to 109,096,540 Equity Shares	April 24, 2024	April 25, 2024 and October 28, 2024	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com
15.	Norwest Venture Partners VII-A-Mauritius	Up to 6,406,307 Equity Shares	April 18, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Attention: The Board of Directors Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: Dilshaad.Rajabalee@apexfs.group Cc: bhui@nvp.com Phone: +230 467 3000 Facsimile: +230 467 4000
16.	Tencent Cloud Europe B.V.	Up to 6,327,243 Equity Shares	March 7, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					<p>Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.com</p> <p>with a copy to: Address: Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email: legalnotice@tencent.com</p>
17.	Times Internet Limited	Up to 1,123,320 Equity Shares	March 14, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016 E-mail: mahesh.gupta@timesinternet.in, investornotices@timesinternet.in., thejaswi.Kolla@timesgroup.com Attention: Mr. Mahesh Gupta, Vice President, Finance</p>
18.	West Street Global Growth Partners (Singapore) Pte. Ltd.	Up to 698,477 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary</p> <p>Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727</p>
19.	West Street Global Growth Partners Emp (Singapore) Pte. Ltd.	Up to 65,196 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg</p>

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
Individual Selling Shareholders					
20.	Lakshmi Nandan Reddy Obul	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Tel: + 91 9972423094 E-mail: nandan@swiggy.in Attention: Lakshmi Nandan Reddy Obul
21.	Rahul Jaimini	Up to 1,163,830 Equity Shares	Not applicable	April 25, 2024, September 24, 2024 and October 27, 2024	Address: B2202, Mahindra Windchimes, Bannerghatta Main Road, Near Arekere Lake, Bangalore 560076 Tel: +91 8861748842 E-mail: rahul.jaimini@gmail.com
22.	Samina Hamied	Up to 27,520 Equity Shares	Not applicable	April 25, 2024	Address: 401/402, RK Sadan 63 Sir Pochkhanwala Road, Mumbai - 400025, Maharashtra, India Tel: 9820557094 E-mail: Samina@cipla.com
23.	Sriharsha Majety	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh Tel: + 91 9849181777 E-mail: harsha@swiggy.in Attention: Sriharsha Majety

2.10. The following Annexure C shall be included in the offer Agreement:

“Certificate of Chartered Accountant for certifying the furnishing of return of income, payment of tax etc. by the (‘Seller’)

I/The *hereby confirm that I/we* have examined the relevant accounts, documents and records of..... (name and address of the Seller with [Permanent Account Number or Aadhaar Number]) for the period.....and hereby certify the following:

(i) The following sum was credited to the account of (Seller)

<i>Nature of payment</i>	<i>Date of payment or credit</i>	<i>Amount paid or credited</i>	<i>Amount of advance tax paid</i>	<i>Date of tax paid, if any</i>

(ii) The Seller, has furnished his return of income for the assessment year.....relevant to the payment referred to in (i) above. The details of return of income filed by the Seller are as under—

<i>Date of filing return</i>	<i>Mode of filing i.e. whether e-filed or paper return</i>	<i>Acknowledgement number of return filed</i>	<i>If paper return— designation and address of the Assessing Officer</i>	<i>Amount of total taxable income as per return filed</i>	<i>Tax due on the income declared in the return</i>	<i>Details of tax paid</i>

(iii) The Seller has taken into account the sum referred to in (i) for computing his taxable income in return of income filed by him, the details of which are as under:—

<i>Receipt of Income referred in (i) above</i>	<i>Head of Income under which the receipt is accounted for</i>	<i>Gross receipt under the head of income under which the receipt is accounted for</i>	<i>Amount of taxable income under the head of income under which the receipt is accounted for</i>

(iv) It has been ensured that the information furnished is true and correct in all respects and no relevant information has been concealed or withheld

(v) Neither I, nor any of my partners, is a director, partner or an employee of the above mentioned entities or its associated concerns

I fully understand that any statement made in this certificate, if proved incorrect or false, will render me/us liable for any penal or other consequences as may be prescribed in law or is otherwise warranted

Place

.....

Date

(Signature and Stamp/Seal of the Signatory)

Accountant

Name of the Signatory

.....

Full Address

.....

Membership No.

.....”

3. MISCELLANEOUS

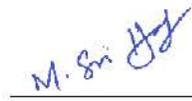
- 3.1. Each Party to this Second Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Second Amendment Agreement and that this Second Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.
- 3.2. The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

[Signature pages follow]

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

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

For and on behalf of **SWIGGY LIMITED**



Authorized Signatory

Name: Sriharsha Majety

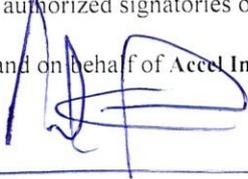
Designation: Managing Director & Group CEO

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

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

For and on behalf of Accel India IV (Mauritius) Ltd.

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by several loops and a horizontal stroke.

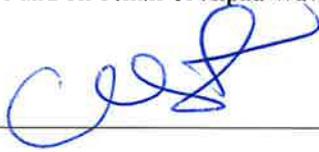
Authorized Signatory
Name: Aslam Koomar
Designation: Director

[Remainder of the page intentionally left blank]

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

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

For and on behalf of **Alpha Wave Ventures, LP**



Authorized Signatory

Name: Cathy Weist

Designation: Authorized Signatory

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

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

For and on behalf of **Apoletto Asia Ltd.**



Authorized Signatory
Name: Varsha Okil
Designation: Director

[Remainder of the page intentionally left blank]

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

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

For and on behalf of **Baron Emerging Markets Fund**



Authorized Signatory

Name: Patrick M. Patalino

Designation: General Counsel

[Remainder of the page intentionally left blank]

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

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

For and on behalf of **Coatue PE Asia XI LLC**



Authorized Signatory

Name: Zachary Feingold

Designation: Authorized Signatory

[Remainder of the page intentionally left blank]

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

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

For and on behalf of **DST Asia VI**



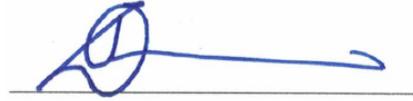
Authorized Signatory
Name: Varsha Okil
Designation: Director

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

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

For and on behalf of **DST EuroAsia V B.V.**

A handwritten signature in blue ink, consisting of a stylized initial 'D' followed by a long horizontal stroke that ends in a small hook. The signature is written above a thin horizontal line.

Authorized Signatory
Name: Despoina Zinonos
Designation: Director A

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

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

For and on behalf of Elevation Capital V Limited

A handwritten signature in blue ink, appearing to be "Jihane Muhamodsaroar", written over a horizontal line.

Authorized Signatory

Name: **Jihane Muhamodsaroar**

Designation: Director

[Remainder of the page intentionally left blank]

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

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

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



Authorized Signatory
Name: Tan Ching Chek
Designation: Director

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

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

For and on behalf of **Harmony Partners (Mauritius) Ltd.**



Authorized Signatory

Name: Manogaran Thamothisram
Designation: Authorised Signatory

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

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

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



Authorized Signatory

Name: Jennifer Neo

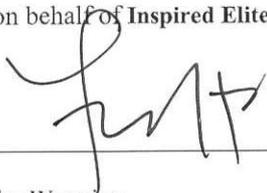
Designation: Authorized Signatory

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

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

For and on behalf of **Inspired Elite Investments Limited**

A handwritten signature in black ink, appearing to be 'Zhu Wenqian', written over a horizontal line.

Name: Zhu Wenqian

Designation: Authorized Signatory

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

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

For and on behalf of Lynks Shareholders' Trust



Authorized Signatory
Name: P.C. VIJAY
Designation: TRUSTEE

[Remainder of the page intentionally left blank]

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

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

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



Authorized Signatory

Name: *Paul Peake*

Designation: *Director*

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

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



Authorized Signatory
Name: Kristee Bhurtun-Jokhoo
Designation: Director

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

For and on behalf of **Tencent Cloud Europe B.V.**



Authorized Signatory
Name: Lin Mei
Designation: Director

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

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

For and on behalf of **Times Internet Limited**



Name: Mr. Mahesh Chand Gupta
Designation: Vice-President (Finance)

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

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

For and on behalf of **Times Internet Limited**



Name: Mr. Ashish Khude
(As the duly constituted power of attorney holder for the Times Internet Limited)

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

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



Authorized Signatory
Name: Tan Ching Chek
Designation: Director

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

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

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



Authorized Signatory
Name: Tan Ching Chek
Designation: Director

[Remainder of the page intentionally left blank]

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

For and on behalf of **Lakshmi Nandan Reddy Obul**



[Remainder of the page intentionally left blank]

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

For and on behalf of **Rahul Jaimini**



Authorized Signatory
Name: Rahul Jaimini
Designation: Shareholder

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

Samina Hamied

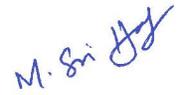
Name: **SAMINA HAMIED**
Designation: (Shareholder)

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

For and on behalf of Sriharsha Majety

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

Authorized Signatory

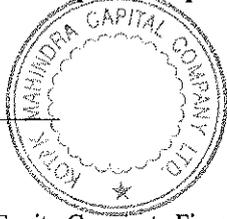
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IN WITNESS WHEREOF, this Second Amendment to the Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **Kotak Mahindra Capital Company Limited**

Vk Bandekar



Authorized Signatory

Name: Vishal Bandekar

Designation: Managing Director – Equity Corporate Finance

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

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



Authorized Signatory
Name: Satish Arcot
Designation: Executive Director

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

For and on behalf of **Citigroup Global Markets India Private Limited**



Authorized Signatory

Name: Pankaj Jain

Designation: Managing Director

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

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



Name: **Debasish Purohit**
Designation: **Managing Director**

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

For and on behalf of **Jefferies India Private Limited**



A handwritten signature in blue ink, consisting of a large loop on the left and several horizontal strokes extending to the right. The signature is written over a horizontal line.

Name: Jibi Jacob

Designation: Managing Director, Head of India Equity Capital Markets

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

For and on behalf of **ICICI Securities Limited**

Handwritten signature of Gaurav Mittal in blue ink.

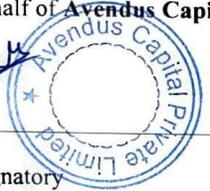
Name: Gaurav Mittal
Designation: AVP

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

For and on behalf of **Avendus Capital Private Limited**

Authorized Signatory
Name: **SAKSHI F. SAWA**
Designation: **VP**

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ANNEXURE A – DETAILS OF SELLING SHAREHOLDERS

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
<i>Corporate Selling Shareholders</i>					
1.	Accel India IV (Mauritius) Limited	Up to 10,572,706 Equity Shares	April 8, 2024 read with September 10, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	<p>Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius Tel: +230 401 2300 Fax: 230 401 2301 E-mail: rzamboldi@accel.com Attention: Director Copy to: Richard Zamboldi</p>
2.	Alpha Wave Ventures, LP	Up to 5,573,473 Equity Shares	April 23, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	<p>Address: Alpha Wave Ventures, LP, Maples and Calder, PO Box 309, Uglan House, Grand Cayman KY1-1104, Cayman Islands Attention: Ms. Cathy Weist Email: cweist@alphawaveglobal.com and notices.awvii@alphawaveglobal.com</p> <p>With copies (which shall not constitute notice and shall necessarily include copies by email to) Address: Alpha Wave Global LP, 667 Madison Avenue, 19th Floor, New York, USA, 10065, USA Email: cweist@alphawaveglobal.com</p>
3.	Apoletto Asia Ltd	Up to 1,696,504 Equity Shares	April 24, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	<p>Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623</p>

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
4.	Baron Emerging Markets Fund	Up to 1,241,816 Equity Shares	April 25, 2024	April 25, 2024	Address: 767 Fifth Avenue, 49th Floor, New York, NY 10153 E-mail: ppatalino@baroncapitalgroup.com; ktreglia@baroncapitalgroup.com Attention: Legal Department
5.	Coatue PE Asia XI LLC	Up to 3,885,413 Equity Shares	April 15, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Registered Address: 251 Little Falls Drive, Wilmington, Delaware 19808, USA Correspondence Address: c/o Coatue Management, L.L.C. 9 West 57 th Street, 25 th Floor New York, NY 10019 USA Email: zfeingold@coatue.com Tel: +1-212-715-5160 Attention: Zachary Feingold With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw, akrishnan@goodwinlaw.com
6.	DST Asia VI	Up to 1,031,116 Equity Shares	April 24, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address: 6 th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Tel: +44 20 73181180 E-mail: DST@apexfs.group Attention: Board of directors With a copy (which shall not constitute notice and shall necessarily include a

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
7.	DST EuroAsia V B.V	Up to 5,621,668 Equity Shares	April 22, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands Tel: +44 20 73181180 E-mail: mpessel@dsteuroasiav.nl, hzunnebeld@dsteuroasiav.nl Attention: Marc Pessel; Hans Zunnebeld With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
8.	Elevation Capital V Limited	Up to 7,396,253 Equity Shares	March 7, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: elevationcapital.operations@apexfs.group Attention: Directors Phone: +230 467 3000
9.	Goldman Sachs Asia Strategic Pte. Ltd	Up to 134,868 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
10.	Harmony Partners (Mauritius) Ltd.	Up to 626,729 Equity Shares	April 18, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Address C/o: JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius Email: Mauritius-CST2@jtcgroup.com Attention: To the Board of Directors
11.	HH BTPL Holdings II Pte. Ltd.	Up to 2,021,171 Equity Shares	April 10, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 12 Marina View, #11-01 Asia Square Tower 2, Singapore (018961) Attention: Jennifer Neo With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: Attention: Yash A. Rana and Abhishek Krishnan Address: Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 Email: yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
12.	Inspired Elite Investments Limited	Up to 6,747,246 Equity Shares	October 21, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Block B, Hengjiweiye Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China Tel: +86 15901650624 E-mail: scd.swiggy@meituan.com Attention: Zhu Wenqian
13.	Lynks Shareholders' Trust	Up to 138,975 Equity Shares	March 18, 2024	April 25, 2024, August 19, 2024 and October 27, 2024	Address: A3, Chandra Vilas Apartments, 3rd Floor, No.19, 8th Cross Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Email: vijaypc@ramcocements.co.in

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
					Attention: Mr. G.Ramanarayanan and P.C. Vijay
14.	MIH India Food Holdings B.V.	Up to 109,096,540 Equity Shares	April 24, 2024	April 25, 2024 and October 28, 2024	Address: 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands Attention: Roger Rabalais Email: roger.rabalais@prosus.com Copy to: Attention: Ashutosh Sharma / Paul Peake Email: asharma@prosus.com / paul.peake@prosus.com
15.	Norwest Venture Partners VII-A-Mauritius	Up to 6,406,307 Equity Shares	April 18, 2024	April 25, 2024, September 24, 2024 and October 25, 2024	Attention: The Board of Directors Address: 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius Email: Dilshaad.Rajabalee@apexfs.group Cc: bhui@nvp.com Phone: +230 467 3000 Facsimile: +230 467 4000
16.	Tencent Cloud Europe B.V.	Up to 6,327,243 Equity Shares	March 7, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054 Attention: Mergers and Acquisitions Department Email: PD_Support@tencent.com with a copy to: Address: Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong Attention: Compliance and Transactions Department Email: legalnotice@tencent.com
17.	Times Internet Limited	Up to 1,123,320 Equity Shares	March 14, 2024	April 25, 2024, September 24, 2024	Address: Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20,

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
				and October 27, 2024	Gurugram, Haryana 122016 E-mail: mahesh.gupta@timesinternet.in, investornotices@timesinternet.in., thejaswi.Kolla@timesgroup.com Attention: Mr. Mahesh Gupta, Vice President, Finance
18.	West Street Global Growth Partners (Singapore) Pte. Ltd.	Up to 698,477 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
19.	West Street Global Growth Partners Emp (Singapore) Pte. Ltd.	Up to 65,196 Equity Shares	April 15, 2024 read with April 25, 2024	April 25, 2024, September 24, 2024 and October 27, 2024	Address: 1 Raffles Link #07-01 One Raffles Link, Singapore 039393 Fax: +65 6235 3178 E-mail: tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg Attention: Director / Company Secretary Copy to: Wilson Wu Email: Wilson.wu@gs.com Address: Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China Tel: 852 2978-0727
Individual Selling Shareholders					

Sl. No.	Name	Number of Offered Shares	Date of corporate action / board resolution / authorisation letter	Date of corporate consent letter	Notice details
20.	Lakshmi Nandan Reddy Obul	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Tel: + 91 9972423094 E-mail: nandan@swiggy.in Attention: Lakshmi Nandan Reddy Obul
21.	Rahul Jaimini	Up to 1,163,830 Equity Shares	Not applicable	April 25, 2024, September 24, 2024 and October 27, 2024	Address: B2202, Mahindra Windchimes, Bannerghatta Main Road, Near Arekere Lake, Bangalore 560076 Tel: +91 8861748842 E-mail: rahul.jaimini@gmail.com
22.	Samina Hamied	Up to 27,520 Equity Shares	Not applicable	April 25, 2024	Address: 401/402, RK Sadan 63 Sir Pochkhanwala Road, Mumbai - 400025, Maharashtra, India Tel: 9820557094 E-mail: Samina@cipla.com
23.	Sriharsha Majety	Up to 1,745,746 Equity Shares	Not applicable	April 25, 2024	Address: D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh Tel: + 91 9849181777 E-mail: harsha@swiggy.in Attention: Sriharsha Majety