

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL44023122620989X
Certificate Issued Date	: 03-Mar-2025 02:19 PM
Account Reference	: IMPACC (IV)/ dl813603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81360330902213017527X
Purchased by	: URBANCLAP TECHNOLOGIES INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: URBANCLAP TECHNOLOGIES INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: URBANCLAP TECHNOLOGIES INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

IN-CL14023122620989X

This stamp paper forms an integral part of the Amendment Agreement dated March 17, 2025, executed by & between Urban Clap Technologies India Limited and its investors.

Statutory Alert:

- 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 Corporation of India. 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.

THIS FIFTH AMENDMENT CUM WAIVER AGREEMENT TO THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED APRIL 22, 2021 (READ WITH THE FIRST AMENDMENT AGREEMENT DATED JUNE 10, 2021, THE SECOND AMENDMENT AGREEMENT DATED FEBRUARY 16, 2022, THE THIRD AMENDMENT AGREEMENT DATED DECEMBER 5, 2023 AND THE FOURTH AMENDMENT AGREEMENT DATED AUGUST 16, 2024) IS MADE ON MARCH 17, 2025 ("EXECUTION DATE") AT NEW DELHI, INDIA ("AMENDMENT AGREEMENT"), BY AND AMONGST:

1. **UrbanClap Technologies India Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at Unit No. 8, Ground Floor, Rectangle 1, D-4 Saket District Centre, New Delhi 110 017, Delhi, 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 successors and permitted assigns);

AND

2. **Elevation Capital V Limited**, a company having its registered office at 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius (hereinafter referred to as "**Elevation**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

3. **Accel India IV (Mauritius) Limited**, a company having its registered office at 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius (hereinafter referred to as "**Accel**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

4. **Bessemer India Capital Holdings II Ltd.**, a limited liability company incorporated under the laws of Mauritius and having its registered office at Apex Group, 6th Floor, Two Tribeca, Tribeca Central, Trainon, 72261, Mauritius (hereinafter referred to as "**BVP**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

5. **VYC11 Limited**, a company incorporated under the laws of the British Virgin Islands and having its registered office at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "**VY1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

6. **VY EM2 Limited**, a company incorporated under the laws of the British Virgin Islands and having its registered office at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "**VY2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

7. **VYC23 Limited**, a company incorporated under the laws of the British Virgin Islands and having its registered office at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "**VY3**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

8. **Dharana Fund L.P.**, a company incorporated under the laws of the Cayman Islands and having its registered office at Trident Trust Company (Cayman) Limited One Capital Place, PO Box 847, Grand Cayman, KY1-1103, Cayman Island (hereinafter referred to as "**Dharana1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

and include its successors and assigns);

AND

18. **Arohi Seed SPC – AROHI SEED SP-1**, a segregate portfolio of Arohi Seed SPC, a segregated portfolio company, incorporated and existing under the laws of the Cayman Islands, and having its registered office at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (hereinafter referred to as “**Arohi**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

19. **THINK INVESTMENTS PCC**, a company incorporated under the laws of Mauritius and having its registered office at 6th Floor, Two Tribeca, Tribeca Central, Trianon 72261, Mauritius (hereinafter referred to as “**Think Investment PCC**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns);

AND

20. Abhiraj Bhal, Varun Khaitan and Raghav Chandra, (each a “**Founder**” and collectively the “**Founders**” hereinafter, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and assigns);

AND

21. The Persons whose names, addresses and other particulars are set out in **Schedule I** of this Amendment Agreement (each an “**Angel Investor**” and collectively the “**Angel Investors**” hereinafter, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, administrators and permitted assigns).

VY1, VY 2 and VY 3 are hereinafter collectively referred to as “**VY**”. Dharana 1 and Dharana 2 are hereinafter collectively referred to as “**Dharana**”. “**SCML**”, “**ABG**” and “**SCOP**” are hereinafter collectively referred to as “**Steadview**”. “**Dragoneer 1**” and “**Dragoneer 2**” are hereinafter collectively referred to as “**Dragoneer**”. “**Elevation**”, “**Accel**”, “**BVP**”, “**VY**”, “**Dharana**”, “**Steadview**”, “**Tiger**”, “**Dragoneer**”, “**Wellington**”, “**Prosus**”, “**Arohi**” and “**Think Investment PCC**” are hereinafter collectively referred to as the “**Investors**” and individually referred to as an “**Investor**”. The Investors, the Angel Investors, the Company and the Founders are hereinafter referred to as the “**Parties**” and individually referred to as a “**Party**”.

WHEREAS:

- A. The Parties have entered into the Amended and Restated Shareholders’ Agreement dated April 22, 2021, which was subsequently amended by amendment agreements dated June 10, 2021, February 16, 2022, December 5, 2023 and August 16, 2024 (“**SHA**”), to set out their mutual rights and obligations as shareholders of the Company.
- B. Pursuant to deeds of adherence dated: (i) May 18, 2021, executed by First Lap LLP; (ii) September 30, 2021, executed by M/s. QED Innovation Labs LLP and M/s. RA Hospitality Holdings Co. Pte. Ltd; (iii) December 29, 2021, executed by Zishaan Mohammed Hayath, Abhinav Sinha and Pooja Rana; (iv) January 24, 2023, executed by Aditya Sharma, Sameer Seth, Pawan Kishor, Armish Sonkar, Amrita Mahale, Shashank Malhotra, Bikiran Goswami, Shailesh Dudhwewala HUF, Gaurav Nigam and Debraj Ghosh; (v) September 6, 2023, executed by M/s. Partner Welfare Trust; (vi) deed of accession dated June 29, 2022, executed by Ireena Vittal; (vii) January 25, 2024, executed by M/s. Elysian Fintech Private Limited, Kalpak Chhajed, Surinder Pal Singh, Amber Maheshwari, Purushottam Modani, Srinivasrao Kalluri and Abhinav Jain; (viii) June 5, 2024, executed by Urban Company ESOP Trust; Dharana Fund L.P (formerly known as VY Dharana EM Technology Fund, LP.) and Dharana UC Limited; (ix) September 21, 2024 executed by Think Investment PCC; (x) December 4, 2024 executed by Arohi Seed SPC – Arohi Seed SP-1; (xi) January 14, 2025 executed by Sanjiv Rangrass; and (xii) January 15, 2025 executed by Sriharsha Majety and Venturesail Through LLP; each such person has acceded to the SHA and agreed to be bound by its terms.
- C. The Company is considering, subject to the receipt of necessary approvals and market conditions, (i) to undertake an initial public offering of its equity shares of face value of ₹ 1 each (“**Equity Shares**”) which will comprise an issuance of Equity Shares by the Company (“**Fresh Issue**”) and an offer for sale of Equity Shares by certain existing Shareholders (“**Offer for Sale**”) and together with the Fresh Issue, the

“Offer”) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 2013 and the rules notified thereunder, each as amended and other applicable laws, and (ii) proposed listing of the Equity Shares on the BSE Limited and National Stock Exchange of India Limited (“NSE”, and together with BSE Limited, the “Indian Stock Exchanges”). The Parties understand and acknowledge that the Offer is proposed to be undertaken in compliance with the terms and conditions stipulated under the SHA in relation to, and shall accordingly be considered a Qualified IPO, within the meaning of the SHA.

- D. Accordingly, in order to facilitate the Offer and as required under the Applicable Laws, the Parties are entering into this amendment cum waiver agreement (“**Amendment Agreement**”) with the objective of (i) amending certain provisions of the SHA; and (ii) issuing and recording certain waivers in relation to their rights under the SHA. The Parties agree that this Amendment Agreement shall become effective and binding on the Parties on and from the Execution Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. All capitalized terms used but not defined in this Amendment Agreement shall have the same meaning as assigned to them in the SHA.
- 1.2. The provisions of Clause 1.2 of the SHA are deemed to be incorporated herein and shall *mutatis mutandis* apply in interpreting the provisions of this Amendment Agreement.

2. GENERAL

- 2.1. Except to the specific extent stated in this Amendment Agreement, this Amendment Agreement shall modify the SHA only to the limited extent set out herein. All other terms and conditions of the SHA and the rights and obligations of Parties therein shall continue to remain unaffected, valid and binding on the Parties in accordance with the terms of the SHA.
- 2.2. The Parties acknowledge and agree that pursuant to the conversion of the Company into a public company and for the purpose of the Offer, a new set of articles of association (“**New Articles**”) shall be adopted by the Company, *inter-alia* incorporating the terms of the SHA as amended by this Amendment Agreement. The adoption of the New Articles shall be undertaken by the Company as soon as possible after the Execution Date and in any event prior to the filing of the draft red herring prospectus (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”). The New Articles would be divided into two parts of which, the first part shall conform to the requirements and directions provided under the Act, or by SEBI and the Indian Stock Exchanges, as applicable to a public company and shall exclude all Shareholders' rights which are contained in the extant Articles of the Company (hereinafter referred to as “**Part A**”) and the second part shall contain the extant Articles of the Company which shall also include all Shareholders' rights in accordance with the SHA as amended by this Amendment Agreement (hereinafter referred to as “**Part B**”). Part A and Part B, unless the context otherwise requires, co-exist with each other until the date of listing of the Equity Shares of the Company on the Indian Stock Exchanges (“**Listing Date**”). In the event of any inconsistencies between Part A and Part B, the provisions of Part B shall prevail and be applicable until the Listing Date. All articles of Part B shall automatically terminate and shall cease to have any force and effect on and from the Listing Date and the articles of Part A shall continue to be in effect and be in force, without any further corporate action by the Company or by the Shareholders.

3. AMENDMENTS IN RELATION TO THE OFFER

- 3.1. For the purpose of facilitating the Offer, the Parties hereby amend certain provisions of the SHA, with effect from the Execution Date only till the earlier of: (a) commencement of trading of the Equity Shares on the Stock Exchanges pursuant to the Offer; or (b) the IPO Long Stop Date (*defined below*), as follows:

- (i) Clause 5.2A (*Composition and size of the Board*) shall hereby be included as follows:

"In accordance with Applicable Law, the Parties hereby agree that the Company shall undertake to place the following provisions in its Articles of Association for approval in the first general meeting of Shareholders convened after the date of listing of the Equity Shares of the Company on the Indian Stock Exchanges:

- (i) Abhiraj Singh Bhal shall have the right to nominate 1 (One) Director to the Board of the Company so long as he is a promoter of the Company;*
 - (ii) Raghav Chandra shall have the right to nominate 1 (One) Director to the Board of the Company so long as he is a promoter of the Company; and*
 - (iii) Varun Khaitan shall have the right to nominate 1 (One) Director to the Board of the Company so long as he is a promoter of the Company."*
- (ii) Clause 5.3 (Committees of the Board) of the SHA is hereby amended as follows:

"Committees of the Board. The Board may set up such committees ("Board Committees") as the Board may deem fit from time to time. Each Investor Director and at least one Founder Director will be entitled to be appointed as a member of all such Board Committees, subject to Applicable Law. The provisions of Clauses 5.8, 5.9, 5.10, 5.11, 5.12 and 5.14 shall apply mutatis mutandis to meetings of each Board Committee."

- (iii) Clause 5.12 (Investor Protection Matters and Founders Protection Matters) of the SHA is hereby amended as follows:

"Investors Protection Matters and Founders Protection Matters. Notwithstanding anything contained in this Agreement, in the event any of the Investors Protection Matters or the matters listed in Part B of Schedule 5 ("Founders Protection Matter") is proposed to be discussed at a meeting of the Board or the Board Committee or at a Shareholders' meeting or proposed to be passed by circulation, the same must be included in the agenda of such meeting which is circulated prior to such meeting or the notice accompanying the circular resolution. Notwithstanding anything contained in this Agreement, the Company shall not, directly or indirectly, whether by merger, amalgamation, consolidation or otherwise, take any action relating to any Investors Protection Matter or Founders Protection Matter, including any decision of the Company, any resolution of the Board or a Board Committee whether proposed or passed at a meeting or by circulation and any resolution of the Shareholders, without (in addition to any other vote required by Applicable Law or this Agreement) the prior written consent of: (a) the Majority Qualifying Investors, with respect to any Majority Investors Protection Matters; or (b) the holders of a majority of the then outstanding relevant class of Liquidation Preference Shares which are affected, with respect to any Series Investors Protection Matters pertaining to that class of Liquidation Preference Shares and, to the extent any of the Series Investors Protection Matter pertains to Series F CCPS, each of Dragoneer, Wellington, Prosus and majority of the holders of the Series F CCPS (other than Dragoneer, Wellington and Prosus); or (c) the Qualifying Founders, with respect to any Founders Protection Matters, provided that, no Founders Protection Matters shall apply in connection with: any exercise of the Investors' rights under Clause 13. To the extent a Shareholder gives its written consent in exercise of its rights under this Clause 5.12, such Shareholder shall (and shall cause its nominee Director, if any, to) vote in line with (and not contrary to) its written consent at such meeting where the relevant matter is being voted upon. The Parties agree that the principles set out in this Clause 5.12 are fundamental to the governance of the Company and the Subsidiaries (if any) and each Party undertakes not to commit any act or omission that would violate or prejudice the spirit and intent of this Clause 5.12. In the event any decision and/or resolution is affected without complying with the provisions of this Clause 5.12: (a) such decision or resolution shall not be valid or binding on any Person including the Company; and (b) the Company shall not take any action pursuant to such decision or resolution unless approved in accordance with this Clause 5.12. The Company and the Founders, for so long as they remain employed

with the Company, shall provide all necessary information and material reasonably requested by the Qualifying Investors to enable them to make a decision relating to an Investors Protection Matter. The Founders, for so long as they remain employed with the Company, shall take all actions within their power and control (taking into account their shareholding in the Company and their rights under this Agreement and the Articles), to ensure that Company and the Subsidiaries shall not approve or undertake, and the Company shall ensure that the Subsidiaries do not approve or undertake any matter that constitutes Investors Protection Matter unless approved in the manner provided in this Clause 5.12. Each Investor shall take all actions within its power and control (taking into account shareholding of the relevant Investor and its Affiliates in the Company and their respective rights under this Agreement and the Articles), to ensure that the Company and the Subsidiaries shall not approve or undertake any matter that constitutes Founders Protection Matter unless approved in the manner provided in this Clause 5.12.”

- (iv) Clause 6.1 (*General*) of the SHA is hereby amended as follows:

“**General.** Subject to: (a) Clause 5.12; (b) the valuation protection contained in Paragraph 2 of **Schedule 6**; and (c) Applicable Law, in the event the Company proposes to issue any Dilution Instruments to any Person (a “**Proposed Allottee**”), the Company shall first offer such Dilution Instruments to the Investors, in the manner set out in Clause 6.2. The Company will not be required to comply with the requirements of this Clause 6 in respect of Dilution Instruments offered (a) pursuant to an IPO; (b) pursuant to the ESOP Plan approved with Investors’ Consent up to the limits previously approved; (c) to the Founders pursuant to and in accordance with Clause 6.4; (d) pursuant to conversion of Series A CCPS, Series A1 CCPS, Series B CCPS, Series B1 CCPS, Series C CCPS, Series D CCPS, Series E CCPS or Series F CCPS into Equity Shares; or (e) on account of consolidation or sub-division of Shares into a different number of Shares of the same class (“**Exempted Issuances**”). The Shareholders (except the Investors) hereby agree and undertake that in the event of any further issuance of Dilution Instruments being made under Section 62(1)(a) of the Act, they shall not be entitled to renounce their right to subscribe to any Dilution Instruments in favour of any person except with the consent of the Qualifying Investors.”

- (v) Clauses 6.4 (*Founders Issuance and Entitlement*) of the SHA is hereby deleted in its entirety.

- (vi) Clause 6.6 (*BVP Issuance*) of the SHA is hereby deleted in its entirety.

- (vii) Clause 9.3 (*Exit*) of the SHA is hereby amended as follows:

“All costs relating to the obligations of the Company and the Founders in relation to providing an exit to the Investors under Clause 9 of this Agreement shall, subject to Applicable Law, be borne by the Company, and as agreed in the offer agreement executed among parties in respect of a Qualified IPO.”

- (viii) Clause 10.2(b) (*Qualified IPO*) of the SHA is hereby amended as follows:

“(b) Cost of the Qualified IPO including in relation to any offer for sale will be borne by the Company. In the event Applicable Law does not permit the Company to bear the cost in relation to any offer for sale, the Founders (if participating) and the Investors participating in such offer for sale shall bear such expense as are required by Applicable Law to be borne by them, and as agreed in the offer agreement executed among parties in respect of a Qualified IPO.”

- (ix) Clause 10.2(i) (*Qualified IPO*) of the SHA is hereby amended as follows:

“(i) Subject to the Applicable Law, the Company agrees to indemnify and hold harmless each of the Investors from and against Damages actually suffered or incurred

by the Investors due to any untrue statement of a fact contained in any statement or prospectus relating to any Qualified IPO that is made by the Company, or caused by any omission by the Company to state therein a fact required to be stated therein or necessary to make the statements therein not misleading.”

- (x) The Schedule 7 Part A 3 (a), Part B 3 (a), Part C 3 (a), Part D 3 (a), Part E 3 (a), Part F 3 (a), Part G 3 (a) and Part H 3 (a), of the SHA is amended as follows:

Schedule 7 Part A 3 (a)

“The holders of the Series A CCPS may convert the Series A CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the updated draft red herring prospectus (“UDRHP”) within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part A of this Schedule 7 and other terms and conditions of the Shareholders’ Agreement. In the event the conversion of Series A CCPS entitles the holder of Series A CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number”

Schedule 7 Part B 3 (a)

“The holders of the Series A1 CCPS may convert the Series A1 CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part B of this Schedule 7 and other terms and conditions of the Shareholders’ Agreement. In the event the conversion of Series A1 CCPS entitles the holder of Series A1 CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number”

Schedule 7 Part C 3 (a)

“The holders of the Series B CCPS may convert the Series B CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part C of this Schedule 7 and other terms and conditions of the Shareholders’ Agreement. In the event the conversion of Series B CCPS entitles the holder of Series B CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number”

Schedule 7 Part D 3 (a)

“The holders of the Series B1 CCPS may convert the Series B1 CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10

(Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part D of this Schedule 7 and other terms and conditions of the Shareholders' Agreement. In the event the conversion of Series B ICCPS entitles the holder of Series B1 CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number"

Schedule 7 Part E 3 (a)

"The holders of the Series C CCPS may convert the Series C CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part E of this Schedule 7 and other terms and conditions of the Shareholders' Agreement. In the event the conversion of Series C CCPS entitles the holder of Series C CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number"

Schedule 7 Part F 3 (a)

"The holders of the Series D CCPS may convert the Series D CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part F of this Schedule 7 and other terms and conditions of the Shareholders' Agreement. In the event the conversion of Series D CCPS entitles the holder of Series D CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number"

Schedule 7 Part G 3 (a)

"The holders of the Series E CCPS may convert the Series E CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10 (Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part G of this Schedule 7 and other terms and conditions of the Shareholders' Agreement. In the event the conversion of Series E CCPS entitles the holder of Series E CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number"

Schedule 7 Part H 3 (a)

"The holders of the Series F CCPS may convert the Series F CCPS in whole or part into Equity Shares at any time earlier of (i) in connection with the Qualified IPO, post receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company with SEBI and the Indian stock exchanges or such later date as may be permitted under Applicable Law and the Company shall file the UDRHP within 10

(Ten) Business Days of such conversion or such other date as may be mutually agreed between the Parties; or (ii) 19 (Nineteen) years from the date of issuance of the same subject to the adjustments provided in Paragraph 4, Paragraph 5 and Paragraph 6 of Part H of this Schedule 7 and other terms and conditions of the Shareholders' Agreement. In the event the conversion of Series F CCPS entitles the holder of Series F CCPS to any fraction of an Equity Share, then such fraction shall be rounded up to the nearest whole number"

- (xi) Clause 17.13(b) (*Alteration of articles of association*) of the SHA is hereby amended as follows:

"(b) For the purpose of this Clause 17.13, the term 'Investors' means Elevation, Accel, BVP, VY, Steadview, Tiger, Dragoneer, Wellington, Prosus, Think Investment PCC, Arohi and includes any Person: (a) who holds Series A CCPS, Series A1 CCPS, Series B CCPS, Series B1 CCPS, Series C CCPS, Series D CCPS, Series E CCPS and Series F CCPS and is a member of the Company; or (b) prior written consent of who/which is required for carrying out any amendments to the Articles and/or the Company's memorandum pursuant to a written agreement among such Person, the Company, the Founders, Elevation, Accel, BVP, VY, Steadview, Tiger, Dragoneer, Prosus and Wellington; or (c) to whom either Elevation, Accel, BVP, VY, Steadview, Tiger, Dragoneer, Prosus or Wellington Transfer the Series A CCPS, Series A1 CCPS, Series B CCPS, Series B1 CCPS, Series C CCPS, Series D CCPS, Series E CCPS or Series F CCPS held by them in accordance with the terms of this Agreement."

- (xii) Clause 18.5 (*Termination on IPO*) of the SHA is hereby amended as follows:

"Termination on IPO. This Agreement and all the rights and obligations of the Parties under this Agreement shall terminate upon listing of the Equity Shares in accordance with the terms of this Agreement."

- (xiii) Clause 18.6 (*Survival*) of the SHA is hereby amended as follows:

"Survival. The provisions of Clause 5.2A (Composition and size of the Board), Clause 5.6(b) (Non-Executive Status and Indemnification), Clause 17.6 (Confidentiality), Clause 18.6 (Survival), Clause 19 (Miscellaneous) shall survive the termination of this Agreement subject to Applicable Law."

- (xiv) Clause 19.12 (*Entire Agreement*) of the SHA is hereby amended as follows:

"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. In the event of a conflict amongst the Transaction Documents, the provisions of this Agreement shall govern and supersede all other documents. In the event of conflict between this Agreement and the Articles, the Articles shall be amended to reflect the understanding set out in this Agreement. On and with effect from Series F Closing, all shareholders' agreements executed between the Parties, including, the Existing SHA is hereby superseded. Such supersession shall not affect accrued rights and obligations arising under such agreements prior to such supersession."

- (xv) The definition of "*Qualified IPO*" under Schedule 3 (*Definitions*) of the SHA is hereby amended as follows:

"Qualified IPO" means: (a) closing of public offering of Shares or other securities of the Company (including depository receipts) in compliance with Clause 10 on either the National Stock Exchange of India, or the Bombay Stock Exchange Limited in India, or the New York Stock Exchange, NASDAQ, the London Stock Exchange or any other Stock Exchange elsewhere in the world that is acceptable to the Majority Qualifying

Investors and the size of the Offer, including the Offer for Sale portion as included in the DRHP which is acceptable to the Majority Qualifying Investors; or (b) merger of the Company with or acquisition of the Company by a special purpose acquisition vehicle whose securities are listed on the New York Stock Exchange, NASDAQ or any other Stock Exchange elsewhere in the world that is acceptable to the Majority Qualifying Investors, pursuant to which the Shareholders hold listed securities of such special purpose acquisition vehicle, on terms and conditions as acceptable to and approved by the Majority Qualifying Investors.”

4. WAIVERS

- 4.1. For the limited purpose of and solely to the extent that they relate to facilitating the Offer for Sale or the Fresh Issue, as applicable, the relevant Parties, hereby agree to waive certain of their respective rights and certain requirements under the SHA, with effect from the Execution Date only till the earlier of (a) commencement of trading of the Equity Shares on the Stock Exchanges pursuant to the Offer; or (b) the IPO Long Stop Date (*defined below*), as follows:
- (i) The rights of respective Shareholders under Clause 3.1 (*Reports and Information*), Clause 3.2 and Clause 3.4 (*Inspection Rights*) of the SHA shall be subject to Applicable Law, including the SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended, to the extent applicable.
 - (ii) Each of Elevation and Accel waive their respective right to nominate a Director to the Board of the Company under Clause 5.2 (a) and Clause 5.2 (b) of the SHA, respectively for purposes of the Offer and the corresponding requirement under Clause 5.9 (*Quorum*) of the SHA to include a Director nominated by each of Elevation and Accel is also waived. Further, BVP holds less than 8 % of the total paid up share capital of the Company and accordingly does not have a right to nominate a Director on the Board of the Company as on the date of this Amendment Agreement. Accordingly, references to the “Investor Directors” or an “Investor Director” in the SHA shall not include any Elevation Director, Accel Director or BVP Director. Further, no consent on a shorter notice period shall be required from any of Elevation, Accel or BVP in respect of any shorter notice period for convening a meeting of the Board of the Company.
 - (iii) Each Investor waives their right to appoint an observer to the Board and Board Committees under Clause 5.4 (*Observer*) of the SHA solely for the purpose of the IPO, subject to the provisions of Applicable Law.
 - (iv) The Parties waive their right of first offer under Clause 6.1 (*Further Issue of Shares and Pre-Emptive Right*) in relation to the issue of Dilutive Instruments, pursuant to the Fresh Issue and the corresponding procedure for effecting the issue of Dilutive Instruments under Clause 6.2 (*Procedure*) of the SHA , in each case, in relation to the Fresh Issue and right of issuance of alternate instruments under Clause 6.3 (*Alternate Instruments*) of the SHA. Further, the provisions under Clause 5.12 (*Investors Protection Matters and Founders Protection Matters*) and Schedule 6 (*Broad Based Weighted Average Valuation Protection*) in relation to the issue of Dilutive Instruments, pursuant to the Fresh Issue are also waived.
 - (v) The Parties waive the requirement under Clause 7.4 (*Deed of Adherence*) of the SHA, to the extent that a Deed of Adherence shall not be required to be executed by any person to whom Equity Shares are being transferred solely pursuant to the Offer for Sale.
 - (vi) The relevant Shareholders waive their right of first refusal under Clause 8.1 (*Right of First Refusal*) and the corresponding procedure for effecting the Right of First Refusal under Clause 8.2 (*Procedure*) of the SHA, solely in respect of the Equity Shares being transferred by the selling shareholders in the Offer for Sale.

- (vii) The relevant Investors waive their right of co-sale under Clause 8.3 (*Co-sale Right of the Investors*) of the SHA, and correspondingly under Clause 8.5 (*Fresh Compliance*) of the SHA, solely in respect of the Equity Shares being transferred by the selling shareholders in the Offer for Sale.
- (viii) The Parties hereby acknowledge that it will not be possible to determine whether a person to whom Equity Shares are proposed to be transferred pursuant to the Offer for Sale is a 'Competitor' under the SHA. Accordingly, the Parties waive the requirement under Clause 8.4 (*Transfers to Competitors*) of the SHA, to the extent that the restriction on Transfer of Equity Shares to Competitors shall not be applicable solely in respect of the Equity Shares being transferred by the selling shareholders in the Offer for Sale.
- (ix) It is hereby acknowledged that the Majority Qualifying Investors have waived the requirement for their consent under Clause 10.2 (h) of the SHA, to appoint advisors/consultants solely in relation to the Offer.
- (x) The Investors hereby waive their Drag Along Right under Clause 13 (*Drag Along Rights*) of the SHA, in respect of the Equity Shares being transferred by such Investors solely in the Offer for Sale.
- (xi) The Parties hereby acknowledge that pursuant to the requirements of Applicable Law, the terms of the SHA as amended by this Amendment Agreement are required to be included in the offer documents for the Offer, and the SHA as amended by this Amendment Agreement is required to be included in the list of material contracts in respect of the Offer, and further made available for public from the date of the Red Herring Prospectus until the bid/Offer closing date. Accordingly, the Parties waive the provisions of Clause 17.6 (*Confidentiality*) and the requirement to provide prior written notice and an opportunity to review contents and provide comments to the Shareholders, solely to the extent that disclosure of key terms of the SHA as amended by this Amendment Agreement is required in the offer documents for purposes of the Offer, and the SHA as amended by this Amendment Agreement is made available as a material contract for inspection in respect of the Offer, as required under Applicable Law.

4.2. The waivers under Clause 4.1 of this Amendment Agreement:

- (i) have been provided subject to the terms set out herein;
- (ii) are limited specifically to the matters set forth in this Amendment Agreement, and the Parties providing such waivers reserve all their rights in respect of all matters not specifically set forth in this Amendment Agreement; and
- (iii) other than specifically set forth in this Amendment Agreement, do not prejudice, limit or otherwise reduce any rights, entitlements and/ or interests granted to the Parties providing such waivers in, or exercisable by them under the SHA.

5. TERMINATION

5.1. The Parties agree that this Amendment Agreement shall stand automatically terminated and all amendments and waivers provided under this Amendment Agreement, as applicable will cease to be effective and the rights and obligations of the Parties under the SHA (as existing prior to the execution of this Amendment Agreement), other than Clauses 3.1(iii) to 3.1(vi) and Clause 3.1(xi) of this Amendment Agreement will be automatically reinstated in entirety without any further acts of the Parties, and without any liabilities or obligations whatsoever, upon the earlier of the following dates or any such date as may be mutually agreed to in writing between the Parties ("**IPO Long Stop Date**"):

- (i) if the listing of the Equity Shares of the Company on the Stock Exchanges pursuant to the Qualified IPO has not occurred within 90 days from the date of conversion of outstanding CCPS; or

- (ii) if the listing of the Equity Shares of the Company on the Stock Exchanges is not completed within 18 (Eighteen) months from the date of filing the pre-filed DRHP with SEBI in the case of a confidential filing in relation to the Offer, or if the listing of the Equity Shares of the Company on the Stock Exchanges is not completed within 15 (Fifteen) months from the date of filing the DRHP otherwise in relation to the Offer; or
 - (iii) the date on which the Board or a committee thereof, by way of a resolution passed at its meeting, decide not to undertake the Offer and/or withdraw any offer document filed with SEBI.
- 5.2. For the avoidance of doubt, the termination under Clause 5.1 is in relation to the amendments, waivers under this Amendment Agreement only, and is distinct from the termination of the SHA (including this Amendment Agreement) under Clause 2 of this Amendment Agreement.
- 5.3. With respect to any Party, this Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Equity Shares or securities in the Company, subject to surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.

6. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants, severally and not jointly to the other Parties, with respect to itself, that:

- (a) it has the power and authority to execute, deliver and perform this Amendment Agreement, consummate the transactions contemplated herein and is not prohibited from entering into this Amendment Agreement;
- (b) its execution of this Amendment Agreement has been duly authorized and upon execution and delivery by itself and the other Parties, will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms;
- (c) its execution and delivery of this Amendment Agreement and the promises, agreements or undertakings under this Amendment Agreement do not violate any Applicable Law or agreements or any other instruments which it has executed; and
- (d) its execution and delivery of this Amendment Agreement and the promises, agreements or undertakings of such Party under this Amendment Agreement do not violate or contravene the provisions of or constitute a default under any documents, contracts, which are applicable to it.

7. MISCELLANEOUS

- 7.1. The provisions of Clause 19 (*Miscellaneous*) and Schedule 3 (*Definitions*) of the SHA, to the extent not otherwise specified herein, are deemed to be incorporated herein by way of reference and shall apply *mutatis mutandis* to this Amendment Agreement.
- 7.2. Each Party severally agrees to promptly take all necessary steps and perform all necessary actions, as may be required, including an amendment to the SHA, the Articles and the New Articles to give effect to this Amendment Agreement, including convening meetings of the Board and Shareholders, as the case may require in accordance with Applicable Law. To the extent any specific actions or provisions cannot be reversed to status quo ante, the Parties will mutually engage in good faith discussions to ensure that, to the extent permissible under Applicable Law, all of the rights and privileges of the Parties are reinstated to the position they would have been without such actions or provisions.
- 7.3. If any term or provision of this Amendment Agreement is deemed invalid or unenforceable, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 7.4. This Amendment Agreement shall not be modified or waived, except as otherwise agreed previously in writing and executed by all Parties to this Amendment Agreement.

- 7.5. This Amendment Agreement shall be read in conjunction with the SHA. In the event of any ambiguity or discrepancy between the provisions of this Amendment Agreement and the SHA, and till the time this Amendment Agreement is effective, the provisions of this Amendment Agreement shall prevail.
- 7.6. This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person. In the event any of the Parties delivers a .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in .pdf format.

Schedule I

<i>Name of the Angel Investor</i>	<i>Particulars</i>
Prashant Malik	Address: Plot No. 48, 4 th and 5 th Floor, Near HUDA City Center Metro Station, Sector 44, Gurgaon, Haryana 122 001 Email: pmalik@gmail.com Phone: 012 4442 0900
Ratan N. Tata	Address: 169B-171, Halekai, Lower Colaba Road, Colaba, Mumbai 400 005 Email: rnt@tata.com Phone: +91 22 6665 7180
Vamsi Krishna Duvvuri	Address: 3411, Skygardens Za'abeel, DIFC, Dubai Email: vamsi@vycapital.com Phone: +971 5698 15874
Mekin Maheshwari	Address: C-713, Raheja Residency, 3rd Block, Koramangala, Bengaluru, Pincode- 560034, Karnataka, India Email: mekin.m@gmail.com
First Lap LLP	Address: B-1/11, DLF Phase 1, Sikanderpur Ghosi (68), Gurgaon 122002 Email: info@firstlap.co
RA Hospitality Holdings Co. Pte. Ltd	Address: 4 Battery Road, #25-01, Bank of China Building, Singapore 049908 Email: gaurav@scalepartners.com
QED Innovation Labs LLP	Address: 404, Uphar 2 Chs Ltd, Plot No.5, Bhd Sanjeeva Enclave, 7 Bungalows, Near Juhu Circle, Mumbai, Maharashtra, 400061, India Email: qedinnovationlabsllp@gmail.com
Zishaan Mohammed Hayath	Address: Villa No.15, Adarsh Palm Retreat, Outer Ring Road, Bellandur Post, Bhoganahalli Village, Bangalore - 560103, Karnataka Email: zishaan@gmail.com
Abhinav Sinha	Address: Villa Z, #76, Tatyam Villas, Sohna Road, Sector 48, Gurgaon 122018, Haryana Email: abhinavsinha.17@gmail.com
Pooja Rana	Address: 603, Tower 2b, Sumer Trinity Towers, New Prabhadevi Road, Prabhadevi Mumbai -400 025 Email: Poojarj2012@gmail.com
Aditya Sharma	Address: 49 Star Apartments, Sector 9, Rohini, Delhi 110 085

	Email: adi.sharma@gmail.com
M/s. Partner Welfare Trust	Address: 7 th Floor, Plot no. 183, Goworks Towers, Udyog Vihar, Phase 2, Sector 20, Gurgaon 122016 Email: trusteeship@orbisfinancial.in
Sameer Seth	Address: A-7, Ground Floor, Geetanjali Enclave, Delhi – 110 017 Email: sameer.seth@hungerinc.in Phone: +91 98117 22222
Pawan Kishor	Address: 9L, Pocket 2, MIG Mayur Vihar Phase -3, Delhi -110 096 Email: pawan.kishor@gmail.com Phone: +91 97115 43807
Amish Sonkar	Address: 11, Street No. 4, Ibrahim Ganj, Hamidia Road, Bhopal, Madhya Pradesh - 462001 Email: rmishs1986@gmail.com Phone: +91 98731 99766
Amrita Mahale	Address: A-701, 7 th Floor, Akruti Nova Sai Wadi, Andheri (E), Mumbai – 400069 Email: amrita.mahale@gmail.com Phone: +91 98190 13542
Shahshank Malhotra	Address: C-104 Reliaable Acacia Apt, 7 Main, 5 Cross, Iblur, Bangalore- 560103 Email: malhotrarulz@gmail.com Phone: +91 95828 67388
Bikiran Goswami	Address: 5 Newbridge Ave Burlington MA 01803 4316 Email: bikiran.goswami@gmail.com Phone: +1650 644 6855
Shailesh Dudhwewala HUF	Address: 45A, Buroshibtala, Main Road, Genia 4A, Behala, Kolkata - 700038, West Bengal Email: shailesh.dudhwewala@gmail.com Phone: +91 98300 44159
Gaurav Nigam	Address: 745 Ridgewood RD, Millburn, NJ 07041-1814 Email: gaurav.nigam87@gmail.com Phone: +157 4904 3807
Debraj Ghosh	Address: 321 W78TH ST APT 9B New York, NY 10 024 Email: debraj@.gmail.com Phone: +191 77425326
Ireena Vittal	Address: A1, 1202, World Spa East, Sector 30/41, Gurugram-122001 Email: vittalireena@gmail.com Phone: +91 8800090178

Elysian Fintech Private Limited	Address: Flat No. A-1-2303, Atlantis Plot -05, Sector 11, Ghansoli, Navi Mumbai, Thane, Maharashtra 400701 Email: Ishank.kumar@gmail.com Phone: +91 9833715870
Kalpak Chhajed	Address: Flat No 1804, Ajmera Treon, B Wing, Bhakti Park, Wadala East Mumbai, Mumbai City Maharashtra - 400037 Email: Kalpakchhajed@gmail.com Phone: +91 9769950536
Surinder Pal Singh	Address: A-9, New India Apartments, Sector 9, Rohini, Delhi 110085 Email: arpit@vycapital.com Phone: +91 312666016
Amber Maheshwari	Address: MSH 1606, IIM New Campus, Vastrapur, Ahmedabad, Gujarat, 380015 Email: amber.maheshwari@gmail.com Phone: +91 98254 63661
Purushottam Modani	Address: B-203, Trendset Valley View Apartment, Road No. 6, Banjara Hills, Khairatabad, Hyderabad, Telangana, 500 034 Email: pmodani@gmail.com Phone: +91 6000 6378
Srinivasrao Kalluri	Address: Flat No. 301, Tirumala Heights Apartments, Siripuram, Visakhapatnam (Urban), Visakhapatnam, Andhra University, Andhra Pradesh, 530 003 Email: srkalluri@hotmail.com Phone: +91 99892 44126
Abhinav Jain	Address: Flat No. 13, Ajanta CHS, 385 Chimbai Road, Bandra West, Mumbai, Maharashtra 400050 Email: abnavjain@gmail.com Phone: +91 98338 06825
Sriharsha Majety	Address: 2142 Learning to Fly, 17 th cross, 29 th Main Road, off, Outer Ring Rd, JP Nagar 7 th Phase, Bengaluru, Karnataka 560 078 Email: neetha.joy@gmail.com Phone: +91 70223 81267
Venturesail Through LLP	Address: 1 st Floor, D-46, Greater Kailash Enclave-II, New Delhi -110 048 Email: Prateek@sailthruventures.com Phone: +91 98998 61232
Sanjiv Rangrass	Address: LCG 0504A, The Laburnum Complex, Phase 1, Sushant Lok Block A, Sector 28, Chakarpur (74), Gurgaon, Haryana 122002 Email: srangrass@gmail.com Phone: +91 98310 55105

[Signature pages to be included in respect of Parties]

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

FOR AND ON BEHALF OF URBANCLAP TECHNOLOGIES INDIA LIMITED



Name: Abhiraj Singh Bhal

Designation: Managing Director, CEO

This signature page forms an integral part of the Amendment Agreement.

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

For Abhiraj Singh Bhal, Founder

Abhiraj Bhal

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

For **Varun Khaitan**



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

For **Raghav Chandra**



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

FOR AND ON BEHALF OF Dharana Fund, L.P.



Name: George Bashforth

Designation: Director

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF DharanaUC Limited



Name: Alvin Bhawanie

Designation: Director

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF VYC11 Limited

Katja Lake

Name: Katja Lake

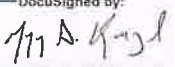
Designation: Authorized Signatory

This signature page forms an integral part of the Amendment Agreement.

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

**FOR AND ON BEHALF OF WELLINGTON HADLEY HARBOR AIV MASTER INVESTORS
(CAYMAN) III, LTD**

BY: WELLINGTON MANAGEMENT COMPANY LLP, AS INVESTMENT ADVISOR

DocuSigned by:

1ACF0B29EACB409...

Authorised Signatory

Name: Gregory S. Konzal

Designation: Managing Director and Counsel

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF VYC 23 Limited



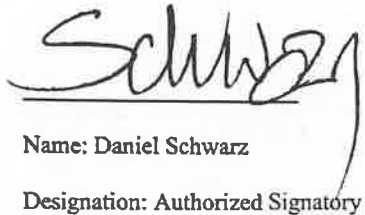
Name: Alvin Bhawanie

Designation: Authorized Signatory

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF VY EM2 Limited

A handwritten signature in black ink, appearing to read 'Schwarz', is written over a horizontal line. The signature is stylized with a large 'S' and a long, sweeping tail.


Name: Daniel Schwarz

Designation: Authorized Signatory

This signature page forms an integral part of the Amendment Agreement.

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

AROHI SEED SPC (acting on behalf and for the account of AROHI SEED SP-1)



Name: Shekar Chandrashekar

Designation: Director

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF Internet Fund V Pte. Ltd

Deep Varma

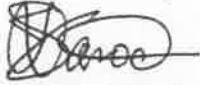
Name: Deep Varma

Designation: Director

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF Elevation Capital V Limited

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

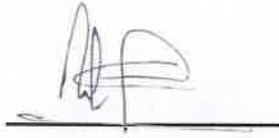
Name: **Jihane Muhamodsaroar**

Designation: **Director**

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF Accel India IV (Mauritius) Limited

A handwritten signature in black ink, appearing to be 'Aslam Koomar', is written over a horizontal line.


Name: Aslam Koomar

Designation: Director

This signature page forms an integral part of the Amendment Agreement.

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

For and on behalf of Bessemer India Capital Holdings II Ltd.



Name: Khalil Peerboeus
Designation: Director

This signature page forms an integral part of the Amendment cum waiver agreement entered by and between UrbanClap Technologies Limited, Elevation Capital V Limited, Accel India IV (Mauritius) Limited, Bessemer India Capital Holdings II Ltd., VYC11 Limited, VY EM2 Limited, VYC23 Limited, Dharana Fund L.P., Dharana UC Limited, Steadview Capital Mauritius Limited, ABG Capital, Steadview Capital Opportunities PCC Cell 0221-009, Internet Fund V Pte. Limited, DF International Partners II, LLC, DF International Partners V, LLC, Wellington Hadley Harbor AIV Master Investors (Cayman) III, Ltd, Naspers Ventures B.V., Arohi Seed SPC – Arohi Seed SP-1, Think Investments PCC, Abhiraj Bhal, Varun Khaitan, Raghav Chandra and The Persons whose names, addresses and other particulars are set out in Schedule I of this Amendment Agreement

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

FOR AND ON BEHALF OF Think Investments PCC



Name: Jennifer Kim

Designation: Authorized Signatory

This signature page forms an integral part of the Amendment Agreement.

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

FOR AND ON BEHALF OF M/s. Partner Welfare Trust



Name: Neha Mathur

Designation: Trustee, M/s. Partner Welfare Trust

This signature page forms an integral part of the Amendment Agreement.

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

For Vamsi Krishna Duvvuri

Abhiraj Bhal

Abhiraj Bhal (on behalf of Vamsi Krishna Duvvuri)

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

For **Mekin Maheshwari**

Abhiraj Bhal

Abhiraj Bhal (on behalf of Mekin Maheshwari)

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

For **Prashant Malik**

Abhiraj Bhal

Abhiraj Bhal (on behalf of Prashant Malik)

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

For and on behalf of Debraj Ghosh

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Gaurav Nigam

A handwritten signature in blue ink, reading "Abhiraj Bhal", is written over a horizontal line.

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Shailesh Dudhwewala HUF

A handwritten signature in blue ink, reading 'Abhiraj Bhal', is written over a horizontal line.

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Bikiran Goswami

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Shashank Malhotra

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Amrita Mahale

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Amish Sonkar

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Pawan Kishor

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Sameer Seth

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Aditya Sharma

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Zishaan Mohammed Hayath


Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Pooja Rana



Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of Abhinav Sinha

Abhiraj Bhal

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of M/s. RA Hospitality Holdings Co. Pte. Ltd

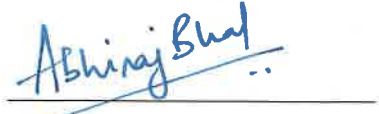
A handwritten signature in blue ink, reading "Abhiraj Bhal", is written over a horizontal line.

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of First Lap LLP

A handwritten signature in blue ink, reading "Abhiraj Bhal", is written over a horizontal line.

Name: Abhiraj Singh Bhal

Designation: CEO

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

For and on behalf of **Debraj Ghosh**

Abhinav Bhui

This signature page forms an integral part of the Amendment Agreement

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

For and on behalf of Elysian Fintech Private Limited

Akhil Bhat

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

For and on behalf of Kalpak Chhajad

Abhinav Chhajad

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

For and on behalf of **Surinder Pal Singh**

Aswini Shah

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For and on behalf of Ambar Maheshwari

Ashwini Bhal

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For and on behalf of **Purushottam Modani**

ABhinav Bhat

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For and on behalf of Srinivasrao Kalluri

Abhinav Bhal

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For and on behalf of **Abhinav Jain**



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

For and on behalf of **Ireena Vittal**

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

This signature page forms an integral part of the Amendment Agreement

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

For and on behalf of M/s. QED Innovation Labs LLP

A handwritten signature in blue ink, reading "Abhiraj Singh Bhal", is written over a horizontal line.

Name: Abhiraj Singh Bhal

Designation: CEO