

August 21, 2026

National Stock Exchange of India Limited
The Listing Department,
Exchange Plaza,
Bandra Kurla Complex,
Mumbai - 400 051

BSE Limited
Department of Corporate Services,
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001

Symbol: URBANCO

Scrip Code: 544515

Sub.: Disclosure under Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 – Submission of Amended and Restated Urban Company ESOP Trust Deed

Dear Sir/ Ma'am,

Pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021, please find enclosed the Amended and Restated Trust Deed of the Urban Company ESOP Trust, in relation to the change in one of the Trustees.

The aforesaid details will also be hosted on the Company's website viz. <https://investorrelations.urbancompany.com/>

This is for your information and record.

Thanking you,

For **Urban Company Limited**
(Formerly *UrbanClap Technologies India Limited* and
UrbanClap Technologies India Private Limited)

Sonali Singh
Company Secretary and Compliance Officer
Membership No.: A26585

Encl - As above

Urban Company Limited
(Formerly known as UrbanClap Technologies India Limited & UrbanClap Technologies India Private Limited)

REGISTERED OFFICE:

Unit No. 8, Ground Floor,
Rectangle 1, D4, Saket District Centre,
New Delhi, 110017, Delhi, India

CORPORATE OFFICE:

7th & 8th Floor, Go Works,
Plot 183, Rajiv Nagar, Udyog Vihar
Phase 1, Sector 20,
Gurgaon - 122016, Haryana, India



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

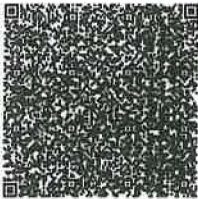
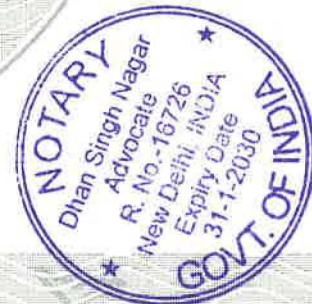
₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No.	: IN-DL65951277453050Y
Certificate Issued Date	: 31-Jul-2026 11:08 AM
Account Reference	: IMPACC (IV)/ dl769203/ DELHI/ DL-SWD
Unique Doc. Reference	: SUBIN-DL76920336535474814928Y
Purchased by	: URBAN COMPANY LIMITED
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: URBAN COMPANY LIMITED
Second Party	: RAKSHIT KAPOOR AND UTKARSH BINDAL
Stamp Duty Paid By	: URBAN COMPANY LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL65951277453050Y

This stamp paper forms an integral part of
Deed of Variation dated 18 August 2026
executed between the Parties.

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.

DEED OF VARIATION

THIS DEED OF VARIATION to the Amended and Restated Trust Deed of the Urban Company ESOP Trust is made at New Delhi on this 18th day of August, 2026 (this **"Deed of Variation"**);

BY AND BETWEEN

Urban Company Limited (*formerly known as UrbanClap Technologies India Private Limited*), a company incorporated under the Companies Act, 2013, having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, New Delhi 110017 (the **"Settlor"** / **"Company"** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns);

Mrs. Neha Mathur, D/o Mr. Rameshwar Dayal Mathur, resident of 81/2 Emilia 4(D2) Vatika City, Sohna Road, Sector 49, Gurgaon 122018 (the **"Trustee 1"**);

Mr. Rakshit Kapoor, S/o Mr. Dinesh Kumar Kapoor, resident of Flat 701 Tower 4 D, Onis Aster Court Premier, Orris Aster Premier Road, Near IRIS Broadway Mall, Sector 85, VTC: IMT Manesar, PO: Imt Manesar, District: Gurgaon, State: Haryana, PIN Code: 122052, (the **"Continuing Trustee"** / **"Trustee 2"**);
AND

Mr. Utkarsh Bindal, S/o Mr. Raj Kumar Gupta, resident of Flat no. 504, Tower B, Navyug CGHS, Sector 43, Gurgaon, Haryana - 122001 (the **"Incoming Trustee"**)

The Settlor, the Trustee 1, the Trustee 2 and the Incoming Trustee are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- A. The Settlor had established the Urban Company ESOP Trust (the **"Trust"**) pursuant to a Trust Deed dated 9 October 2023, as amended and restated by the Amended and Restated Trust Deed dated 9 March 2026 (the **"Trust Deed"**), for the administration and implementation of the Employee Stock Option Scheme 2015 of the Company. A copy of the Trust Deed was filed with BSE Limited and the National Stock Exchange of India Limited (collectively, the **"Stock Exchanges"**) pursuant to Regulation 3(3) of the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021 (the **"SBEB Regulations"**).
- B. Under the Trust Deed, Ms. Neha Mathur is Trustee 1 and the Managing Trustee and Mr. Rakshit Kapoor is Trustee 2 of the Trust (hereinafter collectively referred to as the **"Trustees"**).
- C. Ms. Neha Mathur has resigned from the services of the Company vide letter dated 10 July 2026 and will be relieved from the services of the Company with effect from the close of business hours on 31



August 2026. In terms of Clause 7.4.2 of the Trust Deed, she shall accordingly cease to hold office as Trustee and Managing Trustee of the Trust.

- D.** In terms of Clauses 7.4.2 and 7.7 of the Trust Deed and the resolutions passed in writing dated 13 August 2026, the Trustees are desirous of appointing the Incoming Trustee as a Trustee of the Trust in place of Ms. Neha Mathur/Trustee 1 w.e.f. 31 August 2026, so as to maintain the requirement of minimum two (2) Trustees under Clause 7.1 of the Trust Deed, by way of this Deed of Variation.
- E.** The Incoming Trustee has consented to act as a Trustee of the Trust, subject to the eligibility requirements of the Trust Deed and the SEBI SBEB Regulations.

NOW THEREFORE, THIS DEED OF VARIATION WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

All capitalised terms used but not defined in this Deed of Variation shall have the meaning ascribed to them in the Trust Deed, unless specified otherwise. This Deed of Variation is supplemental to, and shall be read and construed as forming an integral part of, the Trust Deed.

2. CESSATION OF TRUSTEE 1

With effect from the close of business hours on 31 August 2026 ("**Effective Date**"), Ms. Neha Mathur shall cease to hold office as Trustee 1 and as Managing Trustee of the Trust and shall stand discharged from her obligations under the Trust Deed, save that the indemnity available to her under Clause 4.2 of the Trust Deed shall survive in respect of the period during which she held office as a Trustee.

3. APPOINTMENT OF THE INCOMING TRUSTEE

Mr. Utkarsh Bindal is appointed as Trustee in her place and hereby accepts office, with all the powers and duties of a Trustee under the Trust deed, and all references in the Trust Deed to "Trustee 1" shall be read as references to Mr. Utkarsh Bindal.

4. AMENDMENTS

Clause 7.5.5 of the Trust Deed shall be deleted in its entirety and shall be substituted with the following:

"7.5.5 The Trustees shall have the power to (but shall not be obliged to) appoint one or more of the Trustees amongst themselves as a Managing Trustee(s) and delegate to such Managing Trustee(s) such of their powers as the Trustees may deem appropriate. The Trustees of this Trust shall be responsible for execution and signing of any document on behalf of the Trust."



5. MISCELLANEOUS

5.1 Save as expressly amended by this Deed of Variation, all provisions of the Trust Deed shall remain unchanged and continue in full force and effect. This Deed of Variation shall be read together with and construed as forming an integral part of the Trust Deed. In the event of any inconsistency or conflict between the provisions of this Deed of Variation and the Trust Deed, in respect of the subject matters hereof, the provisions of this Deed of Variation shall prevail to the extent of such inconsistency.

5.2 This Deed of Variation shall be governed by the laws of India, and any dispute arising out of or in connection herewith shall be subject to the jurisdiction at Gurugram, Haryana, India, in accordance with Clause 7.8 of the Trust Deed.

IN WITNESS WHEREOF the Parties have executed this Deed of Variation the date first written above.

For and on behalf of the Settlor



Name: Mr. Abhay Krishna Mathur

Title: CFO



Trustee 1 (Mrs. Neha Mathur)

ATTESTED

NOTARY PUBLIC
NEW DELHI, (INDIA)

21 AUG 2026



Trustee 2 (Mr. Rakshit Kapoor)



Incoming Trustee (Mr. Utkarsh Bindal)