



सत्यमेव जयते

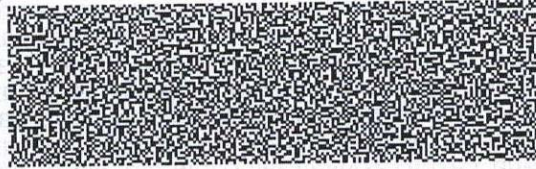
INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA36488683085558U
Certificate Issued Date : 04-Jun-2022 04:46 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0897498172974163U
Purchased by : BUNDL TECHNOLOGIES PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (In any other cases)
Property Description : AMENDMENT AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BUNDL TECHNOLOGIES PRIVATE LIMITED
Second Party : TIMES INTERNET LIMITED
Stamp Duty Paid By : BUNDL TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

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.

Date 1 July 2022

TIMES INTERNET LIMITED

Express Building, 9-10
Bahadurshah Zafar Marg,
New Delhi, 110002, India

BUNDL TECHNOLOGIES PRIVATE LIMITED

No.55 Sy No.8-14, Ground Floor,
I&J Block, Embassy Tech Village,
Outer Ring Road, Devarbisanahalli,
Bangalore Karnataka 560103, India

MR. NIKHIL BAKSHI

W-14, Greater Kailesh Part-2,
New Delhi 110048, India

MR. VIVEK KAPOOR

61-A, Pocket F, Gangotri Apartments, Alaknanda,
New Delhi 110019, India

MR. SAHIL JAIN

S 45, Greater Kailash Part-1,
New Delhi 110048, India

MR. ANKIT MEHROTRA

J 1819, 2nd floor, CR Park,
New Delhi 110019, India

Subject: Amendment to the business transfer agreement dated May 12, 2022 entered into by and amongst Times Internet Limited, Bundl Technologies Private Limited, Mr. Nikhil Bakshi, Mr. Vivek Kapoor, Mr. Sahil Jain and Mr. Ankit Mehrotra, as amended from time to time (“**Business Transfer Agreement**”).

Dear Sirs,

1. We refer to the Business Transfer Agreement. Capitalized terms not defined hereunder shall have the meaning ascribed to such term in the Business Transfer Agreement as amended and supplemented through this Amendment Agreement.
2. The Parties are now desirous to enter into this amendment agreement (“**Amendment Agreement**”) to amend and restate certain terms and provisions of the Business Transfer Agreement, in a manner and to the extent specifically set out herein.
3. Clause 1.1 *inter alia*, sets out the definition of “Swap Shares”, “*Excluded Employees*” and “*Undertaking Assets*”.
4. The Parties now wish to amend and replace the definition of “Swap Shares” with the following:

“**Swap Shares**” means 1,80,11,135 (One Crore Eighty Lakh Eleven Thousand One Hundred and Thirty Five) fully paid-up equity shares of the Buyer having face value of INR 1 (Indian Rupee One)”

5. The Parties now wish to amend and replace the definition of “Excluded Employees” with the following:

“**“Excluded Employee(s)”** means (i) the Employees not being Transferred to the Buyer as set out in Part B of Schedule 2 (List of Excluded Employees as on Execution Date) as on the Execution Date; (ii) such other Employees who have served and/or tendered their notice of resignation and/or whose employment with the Transferor (in relation to the Undertaking) has been terminated as of Closing Date; (iii) Ms. Tanu Mehta, Employee ID: 14550043, Mr. Nagendra Singh Shekhawat, Employee ID 14550560 and Mr. Souryojit Ghosh Employee ID: 14550730; and (iv) such other Employees who have not accepted the terms of the Employee Appointment Letters;”

6. The Parties now wish to amend and replace the definition of “Undertaking Assets” with the following:

“**“Undertaking Assets”** means all assets, rights, title, properties, privileges, goodwill and interests of the Transferor (including the Torqus Assets) in relation to the Business, of any nature whatsoever, whether tangible or intangible, moveable or immovable, wherever located including, without limitation, all Movable Assets, and all other assets, current assets, debtors (including trade debtors) loans and advances advanced, deposits made and investments as of the Closing Date,,,,, ~~as set out under~~ reflected in the Audited Closing Accounts as of the Closing Date, including all cash balances lying to the credit of the Interim Expenses Account as on the Closing Date. An illustrative list of the Undertaking Assets as at December 31, 2021 is set out in Schedule 11 (Illustrative List of Undertaking Assets);”

7. The Parties further wish to clarify and amend the manner in which certain terms and provisions are construed in the Business Transfer Agreement, in a manner as set out below and such amendments shall form part of Clause 1.2 (*Interpretation*):

- a. Any reference to the term ‘Closing Date’ in the definitions of ‘Audited Closing Accounts’, ‘Closing Management Accounts’, ‘Excluded Employee’, ‘Unaccounted Revenues’, ‘Unapproved Undertaking Expenditure’, ‘Excluded Liability’, ‘Undertaking Liabilities’, Clause 4.1.1(t), ‘Actual Cash and Cash Equivalents’, ‘Actual Debt’ and Clause 6.7(ii) to Clause 6.7(iv), shall be deemed to mean 11:59:59 PM the day immediately preceding the Closing Date;

8. The Parties now wish to amend and replace Clause 6.2 (b) (ii) with the following clause:

*transfer the Undertaking to the Buyer by undertaking all actions required in this regard, including the following: (1) transfer to the Buyer, the Movable Assets, wherever located by physical or constructive delivery of possession thereof along with the Asset Delivery Note, evidencing delivery of such Movable Asset; (2) perform necessary actions in connection with transfer of the Transferred Employees in the manner more particularly described in Clause **Error! Reference source not found.** (Employees) below and deliver to the Buyer, duly executed copies of counter-signed copies of the Employee Appointment Letters; (3) deliver to the Buyer, all: (a) material Undertaking Records and (b) Undertaking Records specifically requested by the Buyer, which shall include the overall restaurant database with relevant finance/know your customer details (including bank account, GSTIN and PAN) of each restaurant partner as of the Closing Date and PAN, education certificates and bank account details for all Transferred Employees, in each case to the extent available with the Transferor, provided however and notwithstanding anything to the contrary contained in this Agreement but subject to Clause 8.1, the Transferor shall, on and from the Closing Date, be entitled to retain the entire cash balance in the Interim Expenses Account as on the Closing Date (“**Interim Cash Balance**”) in trust for the Buyer and shall use the Interim Cash Balance to settle any Undertaking Liabilities on behalf of and as per the instructions of the Buyer for a period of 15 (fifteen) Business Days from the Closing Date or such other extended*

period as may be requested by the Buyer in writing, post expiry of which, the remaining Interim Cash Balance shall be transferred to the Buyer; and

9. The Parties now wish to amend and replace Clause 8.1 and Clause 8.2(a) with the following clauses:

Clause 8.1

*“**Liabilities Post Closing.** Without prejudice to the right of the Indemnified Parties to seek indemnity for any Losses suffered or incurred as a result of or relating to one or more Indemnification Events pursuant to Clause 11 (Indemnification) and the corresponding liability of the Indemnifying Party, and the terms of this Agreement, all Undertaking Liabilities, outgoings or payables of any nature whatsoever, in each case, arising in relation to the period on and from the Closing Date and pertaining to the Undertaking, including any contingent liabilities in relation to the Undertaking and all costs relating to the Transferred Employees incurred on and from the Closing Date, shall be to the account of the Buyer, and the Buyer shall solely be liable and responsible for the effective discharge of such liabilities, outgoings and payables in all respects including payables pursuant to Undertaking Contracts on and from the Closing Date. Notwithstanding the foregoing, it is clarified that Excluded Liabilities shall, whether pertaining to the period prior to the Closing or thereafter, at all times be to the account of the Transferor, and the Transferor shall solely be liable and responsible for the effective discharge of such liabilities in all respects.”*

Clause 8.2(a)

*This Clause 8.2 (Wrong Pocket Assets) shall apply for any Undertaking Assets which are held by the Transferor (a “**Retained Asset**”), and any Excluded Asset held by the Buyer, in each case, on and from, the Closing Date.*

10. The Parties now wish to amend and replace Clause 15.14 with the following:

*The Parties shall co-operate and perform all such acts and execute all documents as may be reasonably necessary to give effect to the transactions contemplated under this Agreement. If any of the Parties receive any written confirmation of compliance with their obligations under this Agreement, from any third party (including in the form of confirmation of full and final settlement of any monetary payments which shall also include settlements received by the Transferor pursuant to paragraph (f) of Schedule 13), such Party shall if so requested in writing by any other Party (“**Requesting Party**”), provided however that such Requesting Party has received a written claim from such third party, forward a copy of such confirmation of compliance (including in the form of confirmation of full and final settlement of any monetary payments) to the other Parties.*

11. **Schedule 19** sets out the Share Capital of the Buyer (on a Fully Diluted Basis) on the Closing Date, after issuance of the Swap Shares to the Transferor as per the terms of the Business Transfer Agreement.
12. The Parties now wish to replace **Schedule 19** with **Annexure A** of this Amendment Agreement.
13. The name of Mr. Souryojit Ghosh shall stand deleted from **Part C** of **Schedule 2**.
14. The Parties now wish to replace Part C of **Schedule 3** with **Annexure B** of this Amendment Agreement.
15. The Parties now wish to replace Part D of **Schedule 3** with **Annexure C** of this Amendment Agreement.

16. Paragraph 2.2 of **Schedule 6** sets out a Fundamental Warranty with respect to powers of attorney granted in relation to the Undertaking. The Parties now wish to amend and replace Paragraph 2.2 of **Schedule 6**, in a manner as follows:

“Save and except for power of attorney dated 23 February 2022 executed by the Transferor in favour of “Intll Advocare” with respect to appointment of the aforesaid firm to act as agent of the Transferor in connection with matters relating to trademarks forming part of the Undertaking Intellectual Property, the Transferor has not executed any other specific power of attorney or any letter of authority in respect of the Undertaking or any part thereof, in favour of any Person.”

17. **Schedule 13** of the Business Transfer Agreement, sets out the Transferor Conditions Subsequent.

18. The Parties now wish to amend and replace Paragraph (f) of **Schedule 13**, in a manner as follows:

“Within 45 (Forty Five) calendar days from the Closing Date, the Transferor shall have settled in full all Equity Entitlements owed to all Persons other than Transferred Employees.”

19. The Parties now wish to amend and replace Paragraph (h) of **Schedule 13**, in a manner as follows:

“All payments to be made to Mr. Anil Arvind Patil and Mr Suneet Saleel Kulkarni shall have been fully and finally settled and releases shall have been obtained from each of them in this regard, on or prior to 20 August 2022.”

20. Clause 11.7 of the Business Transfer Agreement sets out various limitations on Indemnifying Parties’ obligations to indemnify, defend and hold harmless the Indemnified Parties pursuant to any Indemnification Claim.

21. The Parties now wish to add a new sub-clause 11.7.10 which shall state as follows:

*“Notwithstanding what is set out elsewhere in this Agreement, the Transferor shall not be liable for payment of amounts set out in the attachment titled “Cap Table Dineout - 30th June” Sheet “Employee Details” to the email titled “Shadow ESOP Details for Transferred Employees” dated “30th June 2022” issued by “Abhishek Agarwal” to “Kamlesh Rao” (“**Identified Amounts**”), to the Transferred Employees details of whom are set out in such attachment (“**Identified Persons**”) which are to be paid to the relevant Identified Persons as per the terms of the relevant Employment Agreements. Accordingly, notwithstanding what is set out elsewhere in this Agreement, it is clarified that the Indemnifying Parties shall not be liable to indemnify, defend or hold harmless the Indemnified Parties for any claim by an Identified Person, in relation to non-payment of Identified Amounts (including under Schedule 13).”*

22. The Parties confirm and acknowledge that this Agreement shall amend, and form part of the Business Transfer Agreement, with effect from the date hereof, and all references to “this Agreement” in the Business Transfer Agreement shall then be to the Business Transfer Agreement, as amended from time to time, including by this Agreement.

23. The Parties further confirm and acknowledge that the Business Transfer Agreement shall, with effect from the date hereof, stand amended and varied only to the extent as set out in this Agreement. All other terms and conditions as envisaged in the Business Transfer Agreement shall remain unchanged and shall continue to be valid and binding on the Parties. In the event of a conflict between the terms of this Agreement and the provisions of the Business Transfer Agreement.

24. In case of any inconsistency or conflict between the Business Transfer Agreement and this Amendment Agreement, the Parties shall construe the Business Transfer Agreement and this

Amendment Agreement in a manner so as to give effect to the revised understanding between the Parties as set forth under this Amendment Agreement and solely to the extent set out herein, this Amendment Agreement shall prevail over the Business Transfer Agreement. In case any consequential changes are required to the Business Transfer Agreement in accordance with this Amendment Agreement, then the Business Transfer Agreement shall be construed and read in conjunction with this Amendment Agreement so as to give effect to the understanding of the Parties contained herein. All references in the Business Transfer Agreement to the phrase “herein” or the “Agreement” or similar terms shall refer to the Business Transfer Agreement as amended by this Amendment Agreement.

25. Each Party hereby represents and warrants to the other Parties that:
 - a. such Party has the capacity, full power and authority to enter into this Amendment Agreement;
 - b. this Amendment Agreement has been duly authorized and executed by such Party and constitutes a valid and legally binding obligation, enforceable in accordance with its terms and does not conflict with the constitutional documents of the Party (where applicable); and
 - c. such Party has obtained all required authorizations, if any, to enter into, and comply with its obligations under this Amendment Agreement.
26. This Amendment Agreement shall become effective on and from the Execution Date and shall be co-terminus with the Business Transfer Agreement in accordance with Clause 12 (*Term and Termination*) thereto.
27. The provisions of Clause 1 (*Definitions and Interpretation*), Clause 12 (*Term and Termination*), Clause 13 (*Governing Law and Dispute Resolution*), Clause 14 (*Notices*) and Clause 15 (*Miscellaneous*) of the Business Transfer Agreement shall apply *mutatis mutandis* to this letter and are deemed to be incorporated herein by reference.
28. Kindly confirm your acceptance to the terms of this Agreement by affixing your signature below.

[Signature pages annexed separately]

ANNEXURE A

Name of Shareholder	Equity Shares	ESOP	MSOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Bonus CCPS (unconverted)	Bonus CCPS	Total Shares on (FDB)	Percentage
Bonus Ratio																		1400	1400		
Conversion Ratio	1	NA	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1376	1	1.6		
Founders	1,03,394	-	15,029	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,91,76,600	8,55,75,000	21,72,55,623	9.51%
Sriharsha Majety	61,125	-	5,773	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,55,75,000	14,50,69,098	6.35%
Lakshmi Nandan Reddy Obul	24,087	-	9,256	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,37,21,800	-	4,67,13,543	2.04%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,54,54,800	-	2,54,72,982	1.11%
ESOP	-	16,05,53,199	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	16,05,53,199	7.03%
ESOP 2015	-	12,35,68,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,35,68,200	5.41%
ESOP 2021	-	3,69,84,999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,69,84,999	1.62%
Investors	2,44,83,719	-	-	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	-	95,361	19,11,000	-	1,89,72,05,135	83.03%
Elevation Partner V Ltd.	14,01,000	-	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	-	-	-	-	-	-	-	9,48,86,928	4.15%
Accel India IV (Mauritius) Ltd.	1,000	-	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	-	-	-	-	-	14,00,000	-	10,50,90,411	4.60%
Norwest Venture Partners VII-A (Mauritius)	14,010	-	-	-	19,669	30,815	1,734	6,435	-	-	-	-	-	-	-	-	-	-	-	8,21,86,863	3.60%
Apoletto Asia Ltd.	10	-	-	-	6,633	8,515	377	-	-	-	-	-	-	-	-	-	-	14,000	-	2,17,64,535	0.95%

Harmony Partners (Mauritius) Ltd.	14,010	-	-	-	-	4,120	-	1,609	-	-	-	-	-	-	-	-	-	-	-	80,40,339	0.35%
RB Investments Pte. Ltd.	14,010	-	-	-	-	4,351	-	-	-	-	-	-	-	-	-	-	-	-	-	61,09,761	0.27%
MIH India Food Holdings B.V.	9,47,076	-	-	18,688	12,180	7,477	18,795	80,754	48,174	40,464	1,50,179	30,170	47,071	34,413	-	-	3,859	-	-	69,04,56,425	30.22%
Inspired Elite Investments Limited	-	-	-	720	393	172	220	-	32,106	12,645	11,923	3,606	-	-	-	-	-	-	-	8,65,60,785	3.79%
DST EuroAsia V B.V.	10	-	-	2,305	1,259	552	701	-	-	40,454	6,197	-	-	-	-	-	-	14,000	-	7,21,20,678	3.16%
DST Asia VI	10	-	-	-	-	-	-	-	-	-	9,432	-	-	-	-	-	-	14,000	-	1,32,28,242	0.58%
Coatue PE Asia XI LLC	10	-	-	1,441	787	345	438	-	-	25,280	7,278	-	-	-	-	-	-	14,000	-	4,98,46,179	2.18%
Tencent Cloud Europe B.V.	-	-	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	-	-	-	-	-	-	-	8,11,72,539	3.55%
HH BTPL Holdings II Pte. Ltd.	-	-	-	1,570	1,046	664	844	-	-	-	14,384	-	-	-	-	-	-	-	-	2,59,29,708	1.13%
Hadley Harbor Master Investors (Cayman) II L.P.	45	-	-	871	582	368	468	-	-	-	7,979	302	302	-	-	-	-	63,000	-	1,52,94,717	0.67%
Ark India Food-Tech Private Investment Trust	1,401	-	-	-	-	-	-	-	-	-	-	2,759	-	-	-	-	-	-	-	38,66,760	0.17%
Ark India Innovation Capital Private Investment Trust	1,401	-	-	-	-	-	-	-	-	-	-	256	-	-	-	-	-	-	-	3,60,057	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	-	1,498	-	-	-	-	-	14,000	-	21,12,708	0.09%
MACM India	1	-	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	1,400	-	8,44,803	0.04%

Growth Fund																						
SVIC No.38 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	-	-	-	12,67,905	0.06%
SVIC No.45 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	-	-	-	12,67,905	0.06%
SVIC No.34 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	-	-	-	8,44,803	0.04%
INQ Holding LLC	-	-	-	-	-	-	-	-	-	-	-	-	30,170	13,714	-	-	3,067	-	-	-	6,57,01,676	2.88%
Alpha Wave Ventures, LP	0	-	-	-	-	-	-	-	-	-	-	-	18,102	13,714	-	-	0	0	-	-	4,45,74,216	1.95%
Alpha Wave Ventures II, LP	269	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19,296	3,76,600	-	-	2,69,28,165	1.18%
Accel Leaders 3 Holdings (Mauritius) Ltd	-	-	-	-	-	-	-	-	-	-	-	-	13,576	8,228	-	-	-	-	-	-	3,05,47,404	1.34%
Amansa Investments Ltd	-	-	-	-	-	-	-	-	-	-	-	-	9,051	5,485	-	-	-	-	-	-	2,03,64,936	0.89%
Lathe Investment Pte. Ltd.	-	-	-	-	-	-	-	-	-	-	-	-	15,085	-	-	-	1,054	-	-	-	2,25,84,389	0.99%
TIMF Holdings	-	-	-	-	-	-	-	-	-	-	-	-	-	6,857	-	-	-	-	-	-	96,06,657	0.42%
Think India Opportunities Master Fund L.P.	-	-	-	-	-	-	-	-	-	-	-	-	-	1,371	-	-	-	-	-	-	19,20,771	0.08%
CGH AMSIA S.à r.l. (R.C.S. Luxembourg	-	-	-	-	-	-	-	-	-	-	-	-	-	8,228	-	-	-	-	-	-	1,15,27,428	0.50%

Ratanchand Chopra																					
Volrado Venture Partners Fund II	1,257		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,59,800	-	17,61,057	0.08%
Sachin R Tendulkar & Anjali S Tendulkar	2,11,551		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,11,551	0.01%
Sushma Anand Jain	8,47,605		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8,47,605	0.04%
Samina Hamied	3,53,052		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,53,052	0.02%
Swiggy Liquidity Trust	4,455		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	62,37,000	-	62,41,455	0.27%
Qed Innovation Labs LLP	21,015		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,015	0.00%
TOTAL	2,65,73,839	16,05,53,199	15,029	61,340	84,345	1,11,766	29,793	1,02,956	80,280	1,18,843	2,47,714	47,637	1,33,357	1,00,238	1,23,411	-	95,361	6,90,84,400	8,55,75,000	2,28,49,97,483	100%

Notes:

1. 11,578 Series K CCPS yet to be issued to Sumeru has not been included in the above workings
2. Assumes no further dilution on account of expansion of ESOP pool
3. Assumes no secondary transfers of shares by shareholders
4. 1,029 MSOP units of Nandan are temporarily placed in the ESOP pool pending final structuring. If structured alternatively, these units will be removed from the ESOP pool and allocated back to the MSOP head

ANNEXURE B

#	Agreements	Effective Date	Termination Date	Nature of business
1.	Ienergizer IT Services Private Limited	26.06.2017	31.12.2023	Call centre and back-end support services
2.	Qwiksilver Solutions Private Limited (Now Pine Labs Private Limited)	28.09.2016	Perpetual unless terminated by either Party	Semi closed wallet Services
3.	Juspay Technologies Private Limited	28.04.2021	perpetual unless terminated by either Party	Payment Gateway services
4.	PayU Payments Private Limited	14.07.2015	perpetual unless terminated by either Party	Payment Gateway services
5.	Phonepay Private Limited	18.11.2017	perpetual unless terminated by either Party	Payment Gateway services
6.	HDFC Bank Limited	01.10.2020	30.09.2023	Joint Campaigns, Marketing and Promotions
7.	Amazon Pay (India) Private Limited	30.10.2019	perpetual unless terminated by either Party	Payment Gateway services
8.	Dreamplug Technologies Private Limited (CRED)	15.04.2021	15.04.2022	Run Promotional activities on Dineout Platform, PG
9.	United Spirits Limited (Diageo)	01.10.2021	30.09.2022	Sponsorship
10.	One 97 Communications Limited (Paytm Wallet)	07.09.2015	perpetual unless terminated	PG Agreement
11.	GaragePreneurs Internet Private Limited (Slice)	01.02.2022	01.02.2023	API Agreement
12.	Razorpay Software Private Limited	26.06.2019	15.06.2023	PG Agreement
13.	Wasteland Entertainment Private Limited	12.08.2020	perpetual	Ticketing Platform
14.	Bundl Technologies Private Limited	26.12.2021	25.03.2022 (Quarterly renewable)	Providing Software services related to POS
15.	ShadowFax Technologies Private Limited	11.07.2020	perpetual unless terminated by either Party	API for Delivery of Restaurant Product
16.	UrbanPiper Technology Private Limited	19.11.2020	19.11.2022	Software-as-a-Service (SAAS) platform
17.	Magiclance App Services Private Limited	30.09.2021	30.11.2022	Software Licensing and Services
18.	C E Infosystems Limited (Map my India)	18.02.2022	18.02.2025	API Agreement
19.	Big Tree Entertainment Private Limited	28.08.2020	Perpetual unless terminated	Ticket Booking/ Event Management Services
20.	Team Computers Private Limited	01.06.2021	Perpetual unless terminated	Google Cloud Services

ANNEXURE C

1.	Theobroma Foods Private Limited	05.10.2021	31.03.2022	Providing Software services related to POS
1.	Absolute Barbeque Private Limited (Hyderabad)	01.10.2021	30.04.2022	Providing Software services related to POS
2.	Bundl Technologies Private Limited	26.12.2021	25.03.2022 (Quarterly renewable)	Providing Software services related to POS
3.	Thalappakatti Hotels Private Limited	01.07.2021	30.09.2021	Providing Software services related to POS
4.	The Chocolate Room India Private Limited	14.08.2018	14.08.2019	Commission on Do Pay Transactions
5.	Prachi Enterprises	19.04.2019	19.04.2020	Commission on Do Pay Transactions
6.	Wow Momo Foods Private Limited	13.09.2019	perpetual unless terminated by either Party	Commission on Do Pay Transactions
7.	Wokenstove Foodworks Private Limited	11.08.2018	11.08.2019	Commission on Do Pay Transactions
8.	Boojee Café	17.08.2018	17.08.2019	Commission on Do Pay Transactions
9.	Fork Arkventures	18.08.2018	18.08.2019	Commission on Do Pay Transactions
10.	ShadowFax Technologies Private Limited	11.07.2020	perpetual unless terminated by either Party	API for Delivery of Restaurant Product
11.	Hot Curries	10.12.2021	10.12.2022	Providing Software services related to POS

12.	UrbanPiper Technology Private Limited	19.11.2020	19.11.2022	Software-as-a-Service (SaaS) platform
13.	Magiclance App Services Private Limited	30.09.2021	30.11.2022	Software Licensing And Services
14.	Balaji Developers (Nau Se Barah (9/12))	09.11.2020	Perpetual unless terminated by either Party	Commission on Do Pay Transactions
15.	Bolly Boom India Private Limited	01.02.2022	31.07.2022	Steppinout Event based agreement
16.	C E Infosytems Limited (Map My India)	18.02.2022	18.02.2025	API Agreement
17.	Big Tree Entertainment Private Limited: commission	28.08.2020	Perpetual unless terminated	Ticket Booking/Event Management Services
18.	Team Computers Private Limited	01.06.2021	Perpetual unless terminated	Google Cloud Services
19.	National Payments Corporation of India	28.03.2020	26.03.2023	Marketing and promotion agreement
20.	Times Prime	16.12. 2020	Perpetual unless terminated	Arrangement for the bundled sale of Dineout Passport subscriptions along with Times Prime Subscriptions.
21.	Entertainment Networks (India) Limited	01.09.2021	31.09.2021	Arrangements for the promotion of the Business on the Radio Mirchi platform in Hyderabad, in consideration for (i) status of Radio Mirchi as entertainment partner along with use of logo; (ii) gift passes for contest winners; and (iii) hosting rights.
22.	Times OOH	28.12. 2020	Perpetual unless terminated	Arrangement for provision of marketing services by Times OOH to the Undertaking, at places such as airports, metro lines etc. Such services are provided for a discount, made available by Times OOH to group companies.
23.	Gamma Gaana Limited	03.03.2022	03.06.2022	Arrangement for the provision of live streaming services in relation to events organized by the Undertaking through the SteppinOut platform.

Signed and delivered for and behalf of
BUNDL TECHNOLOGIES PRIVATE LIMITED

M. Sri [Signature]

By: Sriharsha Majety
Title: Director

Signed and delivered for and behalf of
TIMES INTERNET LIMITED



By: Sahil Vohra
Title: Authorized Signatory

Signed by
SAHIL JAIN



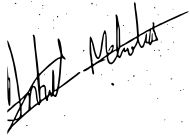
A handwritten signature in black ink, appearing to read 'Sahil Jain', written over a horizontal line.

Signed by
NIKHIL BAKSHI



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

Signed by
ANKIT MEHROTRA

A handwritten signature in black ink, appearing to read 'Ankit Mehrotra', is written over a horizontal line. The signature is slanted and includes a large, stylized initial 'A'.

Signed by
VIVEK KAPOOR



Signature Page to the Amendment Agreement