



सत्यमेव जयते

INDIA NON JUDICIAL

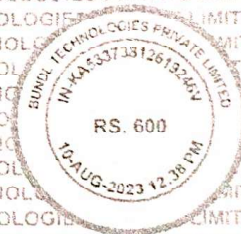
Government of Karnataka

Rs. 600

e-Stamp

**Certificate No.** : IN-KA53373812619246V  
**Certificate Issued Date** : 10-Aug-2023 12:38 PM  
**Account Reference** : NONACC (FI)/ kacrsf108/ INDIRA NAGAR5/ KA-SV  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0878072767472825V  
**Purchased by** : Bundl Technologies Private Limited  
**Description of Document** : Article 5(J) Agreement (In any other cases)  
**Property Description** : Supplementary Agreement  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : Bundl Technologies Private Limited  
**Second Party** : Lynks Logistics Limited  
**Stamp Duty Paid By** : Bundl Technologies Private Limited  
**Stamp Duty Amount(Rs.)** : 600  
 (Six Hundred only)

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**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.

## **SECOND AMENDMENT AGREEMENT TO THE SHARE SUBSCRIPTION AND PURCHASE AGREEMENT**

This second amendment agreement to the share subscription and purchase agreement (“**Second Amendment**”) is entered into on 25 August 2023 at Bengaluru by and amongst:

- (1) **BUNDL TECHNOLOGIES PRIVATE LIMITED**, a private limited company incorporated under the laws of India and having its registered office at No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103 and CIN U74110KA2013PTC096530 and PAN AAFCB7707D, (hereinafter referred to as the “**Bundl**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

- (2) **LYNKS LOGISTICS LIMITED**, a public limited company incorporated under the laws of India and having its registered office at Auras Corporate Centre, 5th Floor No:98-A, Dr. Radhakrishnan Road, Mylapore, Chennai - 600004 and CIN U60200TN2015PLC103367 and PAN AACCL9785E, (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**;

**AND**

- (3) **PERSONS LISTED IN SCHEDULE 1A** (hereinafter referred to as the “**Promoters**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, legal heirs, executors, administrators, and permitted assigns) of the **THIRD PART**;

**AND**

- (4) **PERSONS LISTED IN SCHEDULE 1B** (hereinafter referred to as the “**NR Sellers**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, legal heirs, executors, administrators and permitted assigns) of the **FOURTH PART**;

**AND**

- (5) **MR. SHEKHAR BHENDE** an adult Australian citizen currently residing at 1, Malati, 19, Pushpak Park, ITI Road, Aundh, Pune - 411007 and having PAN BEQPB9648C (hereinafter referred to as “**Shekhar**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his respective successors, legal heirs, executors, administrators and permitted assigns) of the **FIFTH PART**;

**AND**

- (6) **MR. G. RAMANARAYANAN** son of Shri.N.Ganapathy, having his place of residence at Plot No.37-A7, Sangath, 2nd Main Road, MGR Nagar, Chennai – 600 042 and **MR. P.C. VIJAY** son of Mr.P.C.Kumar, having his place of residence at No.401, P No.3, Jayalakshmi Apartment, 8th Street, Nanganallur, Chennai - 600061 (hereinafter collectively referred to as the “**Trustees**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective legal heirs, successors and permitted assigns) representing and acting, in the capacity of trustees on behalf of “**Lynks Shareholders’ Trust**”, a contributory determinate trust

established under the Indian Trusts Act, 1882 pursuant to the Trust Deed dated June 14, 2023, having its registered office at A3, Chandra Vilas Apartment, 3rd Floor, No. 19, 8th cross street, Dr. Radhakrishnan Salai, Mylapore, Chennai — 600 004, of the **SIXTH PART**.

The Promoters, NR Sellers, Lynks Shareholders' Trust, Shekhar, Bundl and the Company are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

## **WHEREAS**

- (A) The Parties have executed a Share Subscription and Purchase Agreement dated 12 July 2023 to be read with (i) letter dated 14 July 2023 issued by Mr. P.R. Venketrama Raja to Bundl, and (ii) deed of accession dated 18 August 2023 executed by and amongst *inter alios* the Trustees (acting in the capacity of trustees for and on behalf of the Lynks Shareholders' Trust) and the Company ("**Agreement**").
- (B) The Parties are desirous of entering into this Second Amendment to further amend the Agreement and record such revised understanding in the manner set out in this Second Amendment.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES, MUTUAL COVENANTS, MUTUAL WARRANTIES SET FORTH HEREINAFTER, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:**

1. Unless the context requires otherwise, all capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
2. It is hereby agreed that:
  - 2.1. whereas the definition of "Purchase Consideration" in the Agreement set out that the Purchase Consideration would mean the Base Purchase Consideration after any adjustments pursuant to Clause 5.1(e) and (f) of the Agreement to be discharged in the manner set out in the said definition of Purchase Consideration, the relevant amount to now be considered after accounting for adjustments under Clause 5.1(e) and (f) of the Agreement is INR 3,85,53,87,645 (Indian Rupees Three Hundred Eighty Five Crore Fifty Three Lakh Eighty Seven Thousand Six Hundred Forty Five). For the avoidance of doubt, the manner of discharge of the Purchase Consideration as set out in the definition of "Purchase Consideration" and other relevant provisions of the Agreement shall remain unchanged and the Agreed Statement and the Agreed Payroll estimate has been delivered to Bundl *via* e-mails from Shekhar dated 27 July 2023 and 20 August 2023 to Bundl;
  - 2.2. the Purchase Consideration payable to the Sellers (other than the NR Sellers and Shekhar) shall be as set forth in paragraph 1 of **Schedule 2**;
  - 2.3. the Purchase Consideration payable to the NR Sellers after deduction of Withholding Tax shall be as set forth in paragraph 2 of **Schedule 2**;
  - 2.4. the Purchase Consideration paid to Shekhar with respect to Other Sale Shares (purchased by Other Purchasers) shall be as set forth in paragraph 3 of **Schedule 2**;
  - 2.5. Shekhar shall sell 1 (One) Sale Share each to each Other Purchaser (as notified in writing by Bundl pursuant to Clause 12(iii) of the Agreement) i.e. an aggregate of 6 (six) Sale Shares and for an aggregate consideration of INR 12 (Indian Rupees Twelve), and to this extent, references to "Abinav" in so far as used in context of Other Sale Shares shall be deemed to be reference to Shekhar and all references to "Other Sale Shares" shall be construed *mutatis mutandis*;
  - 2.6. the 'Company Fundamental Promoter Cap' shall not include the relevant portion of the Purchase

Consideration paid by the Other Purchasers to Shekhar for purchase of the Other Sale Shares and shall be limited to the aggregate of the Sale Shares Consideration received by the Promoters;

- 2.7. the updated beneficiary position (BENPOS) and the duly certified shareholding pattern of the Company setting out the Share Capital of the Company and the holders thereof on a Fully Diluted Basis as of the Closing Date but immediately prior to Closing, delivered pursuant to Clause 5.4 of the Agreement: (a) shall reflect 100% (One Hundred Percent) shareholding of the Company held by the Promoters, NR Sellers, Trust and Other Purchasers; and (b) the updated beneficiary position (BENPOS) shall be aligned with the duly certified shareholding pattern of the Company on a Fully Diluted Basis as of the Closing Date but immediately prior to Closing (in each case, save and except for the employee stock options to be cancelled on and from the Closing Date and the Equity Equivalents held by Shekhar and Abinav to be cancelled on and from the Closing Date);
- 2.8. the Cash Consideration as set forth in the letter agreement dated 14 July 2023 issued by Mr. P.R. Venketrama Raja to Bundl shall be revised from INR 1,50,00,000 to INR 1,50,55,138.34 and the definition of “Cash Consideration” shall stand amended accordingly;
- 2.9. notwithstanding anything to the contrary in the Agreement, the aggregate Sale Shares Consideration payable to Mr. Anuj Lal (jointly with Ms. Sharmishta Lal) under the Agreement shall stand revised to a fixed amount of INR 1,21,57,771 (Indian Rupees One Crore Twenty One Lakh Fifty Seven Thousand Seven Hundred and Seventy One) (prior to adjustment for any Withholding Taxes);
- 2.10. for the avoidance of doubt, the aggregate Sale Shares Consideration payable to Mr Inder Soni (prior to adjustments for Withholding Taxes) stands at INR 1,22,48,929 (Indian Rupees One Crore Twenty Two Lakhs Forty Eight Thousand Nine Hundred Twenty Nine);
- 2.11. the amount to be infused by Bundl on or prior to the Closing Date further to Clause 7.3 of the Agreement shall stand revised from INR 93,33,333 to INR 1,03,50,594 (Indian Rupees One Crore Three Lakh Fifty Thousand Five Hundred Ninety Four) and shall be used in accordance with the loan agreement dated on or about the Closing Date, executed between the Company and Bundl, and all references to ‘INR 93,33,333’ in the Agreement shall be deemed to be references to ‘INR 1,03,50,594 (Indian Rupees One Crore Three Lakh Fifty Thousand Five Hundred Ninety Four)’;
- 2.12. Clause 7.4(1)(iv) of the Agreement shall stand deleted;
- 2.13. Bundl shall undertake the action set out at Clause 7.4(1)(v) of the Agreement within a period of 15 (fifteen) days from the Closing Date along with the action set out under Clause 7.5 (d) of the Agreement. Accordingly, “Closing” shall exclude the actions set out in Clause 7.4(1)(v) of the Agreement and such actions not having been completed on the Closing Date shall not be construed as “Closing” not having occurred;
- 2.14. Schedule 2F under the Agreement shall stand replaced with **Schedule 3** hereto;
- 2.15. notwithstanding the timelines set out under the Agreement, the CP Satisfaction Notices shall be issued 1 (One) Business Day prior to Closing;
- 2.16. notwithstanding the timelines set out under the Agreement, the Converted Equity Shares and Ramco Equity Shares shall be issued anytime prior to the Closing Date;
- 2.17. the Condition Precedent set out at paragraph 16 of Schedule 4B (*Bundl Conditions Precedent*) of the Agreement shall stand deleted;
- 2.18. the following Condition Precedent shall be added as Paragraph 16 to Schedule 4B (*Bundl Conditions Precedent*):

*“the Restated Articles shall be in agreed form between Bundl and the Promoters”;*

- 2.19. Mr. M. Anantha Babu and Arunachalam Veerappan shall be deemed to be deleted from Schedule 7A (*ESOP Employees*) of the Agreement and such employees shall be deemed to be ESOP Ex-employees and an aggregate amount equivalent to INR 3,18,718 (Indian Rupees Three Lakh Eighteen Thousand Seven Hundred and Eighteen) shall be paid to them by the Company on or before 30 September 2023 in lieu of surrender of their employee stock options and the Agreement shall be deemed to be amended consequentially;
- 2.20. Mr. Balamurugan C shall be deemed to be deleted from Schedule 7B (*ESOP Ex-employees*) of the Agreement and such employee shall be deemed to be an ESOP Employee and the Agreement shall be deemed to be amended consequentially;
- 2.21. Mr. Manish Gupta (Chief Business Officer) shall be deemed to be deleted from Schedule 7A (*ESOP Employees*) of the Agreement and Mr. Gaurav Sharma, Mr. Nitin Kumar Sharma, Mr. Sumit Verma shall be deemed to be deleted from Schedule 7B (*ESOP Ex-employees*) of the Agreement and the Agreement shall be deemed to be amended consequentially;
- 2.22. with respect to Mr. Inder Soni (being a NR Seller), ‘Closing’ may occur by 10 September 2023 (or such other later date as Mr. Inder Soni and Bundl may agree), and not simultaneously with such other Sellers, and Long Stop Date in respect of Mr. Inder Soni (being a NR Seller) shall be construed *mutatis mutandis*. Accordingly: (a) ‘Closing Date’ with respect to the Sellers (other than Mr. Inder Soni) will be deemed to be the date on which ‘Closing’ under the Agreement takes place in respect of such Sellers (other than Mr. Inder Soni); and (b) ‘Closing Date’ with respect to Mr. Inder Soni will be deemed to be the date on which ‘Closing’ under the Agreement takes place in respect of Mr. Inder Soni and all references to ‘Closing’ and ‘Closing Date’ under the Agreement shall be construed and interpreted accordingly. It is further agreed that an amount of INR 4,605 (Indian Rupees Four Thousand Six Hundred and Five) of Withholding Tax, withheld and deposited by Bundl towards Withholding Tax in respect of the relevant portion of the Purchase Consideration paid to Mr. Inder Soni, shall be separately reimbursed by Mr. Inder Soni to Bundl;
- 2.23. in addition to the Sellers’ Representations and Warranties set out in Schedule 3A (*Sellers’ Representations and Warranties*) of the Agreement, Mr. Anuj Lal (in respect of and on behalf of himself) represents and warrants to Bundl as of the Execution Date that the following representations and warranties are true, correct and not misleading as of the Execution Date and such representations and warranties are deemed to form part of Sellers’ Representations and Warranties set out in Schedule 3A (*Sellers’ Representations and Warranties*) of the Agreement, in respect of Mr. Anuj Lal:
  - (a) the total taxable income of Mr. Anuj Lal as per the Income Tax Act for the Financial Year ending 31 March 2024 shall not exceed INR 1,00,00,000 (Indian Rupees One Crore);
  - (b) Mr. Anuj Lal shall file his income Tax return in India with Tax authorities for Financial Year ending 31 March 2024 within the time period allowed for such filing under the Income Tax Act;
  - (c) the cost of acquisition of 75,00,000 of the Sale Shares held by him amounting to INR 75,00,000 (Indian Rupees Seventy Five Lakhs) has been incurred and paid solely by Mr. Anuj Lal out of his individual bank account;
  - (d) Mr. Anuj Lal shall offer to tax the entire gains arising on transfer of 75,00,000 Sale Shares to Bundl under the head “Capital gains” in his income Tax return for Financial Year ending 31 March 2024;
  - (e) the following documents provided by Mr. Anuj Lal in accordance with Paragraph 2.21 of

this Second Amendment and the information contained therein are true, accurate and complete: (i) acknowledgement of income Tax return filed with Tax authorities for the Financial Year ending 31 March 2023; (ii) computation of total income for the Financial Year ending 31 March 2023; (iii) the latest Form 26AS for the Financial Year ending 31 March 2024; and (iv) income Tax return filed with Tax authorities for the Financial Year ending 31 March 2023; and

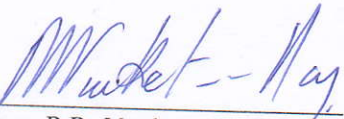
(f) the following documents provided by Mr. Anuj Lal in accordance with Paragraph 2.21 of this Second Amendment and the information contained therein are true, accurate and complete: (i) income Tax return filed by Mr. Anuj Lal in India with Tax authorities for the Financial Year ending 31 March 2024; and (ii) a certificate in Form 26A (in accordance with section 201 of Income Tax Act read with Rule 31ACB of the Income-Tax Rules 1962) and certificate in Annexure A to Form 26A issued by a practicing chartered accountant confirming that appropriate taxes have been paid on income arising to Mr. Anuj Lal on transfer of 75,00,000 Sale Shares by him;

- 2.24. Mr. Anuj Lal shall have provided a copy of the following documents to Bundl 1 (One) Business Day prior to Closing: (a) acknowledgement of income Tax return filed with Tax authorities for the Financial Year ending 31 March 2023; (b) computation of total income for the Financial Year ending 31 March 2023; (c) the latest Form 26AS for the Financial Year ending 31 March 2024; and (d) income Tax return filed with Tax authorities for the Financial Year ending 31 March 2023, and the foregoing action shall be deemed to form part of the Conditions Precedent set out in Schedule 4A (*Seller and Company Conditions Precedent*) of the Agreement; and
- 2.25. Within 10 (Ten) days from the date of filing of income Tax return of Mr. Anuj Lal for the Financial Year ending 31 March 2024, Mr. Anuj Lal shall provide a copy of the following documents to Bundl: (a) income Tax return filed by Mr. Anuj Lal in India with Tax authorities for the Financial Year ending 31 March 2024; and (b) a certificate in Form 26A (in accordance with section 201 of Income Tax Act read with Rule 31ACB of the Income-Tax Rules 1962) and certificate in Annexure A to Form 26A issued by a practicing chartered accountant confirming that appropriate taxes have been paid on income arising to Mr. Anuj Lal on transfer of 75,00,000 of the Sale Shares held by him.
3. Any reference to the Agreement shall include a reference to the Agreement with the amendment set out in this Second Amendment, and this Second Amendment, together with the Agreement, shall be read and construed as one document. In the event of conflict between the terms of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall prevail only in relation to contents of the Second Amendment.
4. The Parties have agreed to extend necessary cooperation and assistance, and do all acts and things required, to ensure that: (a) the Agreement in read with the amendment set out in this Second Amendment and the Parties continues to have the benefit of such rights and entitlements under this letter, and (b) the Parties shall effectively implement the spirit and intent of this Second Amendment.
5. The provisions of 11 (*Termination*), Clause 13 (*Amendment*), 14 (*Severability*), 15 (*Waiver*), 17 (*Further Assurances*), 18 (*Independent Rights*), 19 (*Agreement in Counterparts*), Clause 22 (*Governing Law and Jurisdiction*) and Clause 23 (*Dispute Resolution*) of the Agreement shall apply *mutatis mutandis* to this Second Amendment.

[Signature Pages Follow.]

**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by

  
Name: P.R. Venketrama Raja

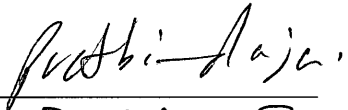
*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alios, the Promoters and Bundl Technologies Private Limited.]*





**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
**Rajapalayam Mills Limited** duly represented  
through its authorised representative



Name: P.V. Abinav Ramasebbsamaniam Raja

Designation: Authorised Representative

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of **The Ramco Cements Limited** duly represented through its authorised representative



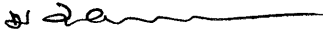
Name: A.V. Dharmakrishnan

Designation: Authorised Representative

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
**Ramco Industrial and Technology Services  
Limited** duly represented through its authorised  
representative



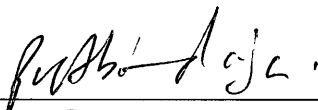
Name: A.V. Dasrao Krishnan

Designation: Authorised Representative

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
**Ramco Industries Limited** duly represented  
through its authorised representative

  
Name: P.V. Abhiram Ramasubramaniam Raja  
Designation: Authorised Representative

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
**Lynks Logistics Limited** duly represented  
through its authorised representative



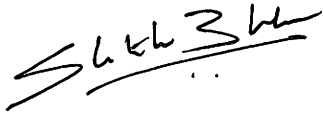
Name: **SHEKHAR BHENDE**

Designation: Authorised Representative

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by

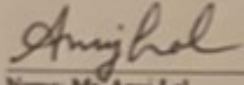
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Name: Shekhar Rajan Bhende

*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alios, the Promoters and Bundl Technologies Private Limited.]*

IN WITNESS WHEREOF the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by

  
Name: Mr. Anuj Lal

*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alia, the Promoters and Bandi Technologies Private Limited.]*

**IN WITNESS WHEREOF** the Parties hereto have executed this **Second Amendment Agreement** to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by



Name: Mrs. Sharmishta Niranthari Lal

*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alios, the Promoters and Bundl Technologies Private Limited.]*



**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by

A handwritten signature in blue ink that reads "Inder Soni". The signature is written in a cursive style with a horizontal line underneath the name.

Name: Mr. Inder Soni

*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alios, the Promoters and Bundl Technologies Private Limited.]*

**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered by the within named **Mr. P.C. Vijay acting for and on behalf of the Trust**



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Name: Mr. P.C. Vijay

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**IN WITNESS WHEREOF** the Parties hereto have executed this Second Amendment Agreement to the Share Subscription and Purchase Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
**Bundl Technologies Private Limited** duly  
represented through its authorised  
representative



---

Name: Rahul Bothra

Designation: Authorised Representative

*[This page is the signature page to, and forms an integral part of, the Second Amendment Agreement to the Share Subscription and Purchase Agreement executed between, inter alios, the Promoters and Bundl Technologies Private Limited.]*

## SCHEDULE 1A

### DETAILS OF PROMOTERS

1. **Mr. P.R. Venketrama Raja**, an adult Indian citizen currently residing at 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 and having PAN AAYPV5127H.
2. **Mr. P.V. Abinav Ramasubramaniam Raja**, an adult Indian citizen currently residing at 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 and having PAN AYJPA8248F.
3. **The Ramco Cements Limited**, a public limited company incorporated under the laws of India and having its registered office at "Ramamandiram", Virudhunagar District, Rajapalayam, Tamil Nadu - 626117 and CIN L26941TN1957PLC003566 and PAN AABCM8375L.
4. **Ramco Industries Limited**, a public limited company incorporated under the laws of India and having its registered office at 47, PSK Nagar, Rajapalayam NA, Virudhunagar District, Tamil Nadu - 626108 and CIN L26943TN1965PLC005297 and PAN AAACR5284J.
5. **Ramco Industrial and Technology Services Limited**, a private limited company incorporated under the laws of India and having its registered office at 47, P.S.K. Nagarrajapalayam, Virudhunagar, Tamil Nadu - 626117 and CIN U74999TN2002PLC048773 and PAN AAACO8508Q.
6. **Rajapalayam Mills Limited**, a public limited company incorporated under the laws of India and having its registered office at Rajapalayam Mills Premises, Post Box No. 1, P.A.C. Ramaswamy Road NA, Rajapaliyam, Tamil Nadu - 626117 and CIN L17111TN1936PLC002298 and PAN AAACR8897.

## **SCHEDULE 1B**

### **DETAILS OF NR SELLERS**

1. **Mr. Anuj Lal** and **Mrs. Sharmishta Niranthari Lal**, each an adult citizen of United Kingdom and person of Indian origin currently residing at 46 Coronation Road West, #03-03 ASTRID MEADOWS, Singapore 269262, respectively, having PAN ACWPL6018R and ADAPL6035B, respectively.
2. **Mr. Inder Soni**, an adult citizen of the United States and person of Indian origin currently residing at 9A Canal Street, Westport, Ct 06880 USA, respectively, having PAN BVEPS8311N.

## SCHEDULE 2

1. The final Purchase Consideration payable to the Sellers (other than the NR Sellers and Shekhar) is as follows:

Seller	Sale Shares (Equity Shares of the Company)	Cash Consideration (in INR)	Relevant Consideration Shares (Series K1 CCPS of Bundl)	Balance Cash Consideration (compensation for any Fractional Shares) (in INR)
Mr. P.R. Venketrama Raja	87,29,489	1,50,55,138	-	-
	74,57,06,214	-	35,93,671	255
Mr. P.V. Abinav Ramasubramaniam Raja	14,02,207		6,757	161
Rajapalayam Mills Limited	12,15,40,789	-	5,85,723	199
Ramco Industrial and Technology Services Limited	1,88,39,215	-	90,789	16
Ramco Industries Limited	45,56,35,662	-	21,95,777	210
The Ramco Cements Limited	49,95,16,202	-	24,07,244	209
Mr. G. Ramanarayanan and Mr. P.C. Vijay representing and acting, in the capacity of trustees of Lynks Shareholders' Trust	36,99,65,214	-	17,82,918	237

2. The final Purchase Consideration payable to the NR Sellers after deducting Withholding Taxes is as follows:

NR Seller	Sale Shares (Equity Shares of the Company)	Cash Consideration (in INR)	Relevant Consideration Shares (Series K1 CCPS of Bundl)	Balance Cash Consideration (compensation for any Fractional Shares) (in INR)
Mr. Inder Soni	74,016	1,07,618.23	-	-
Mr. Inder Soni	<i>70,28,363 (of which 32,78,363 Sale Shares are held on a non-repatriable basis and 37,50,000 Sale Shares are held</i>	-	28,555	48

	<i>on a repatriable basis)</i>			
Mr. Anuj Lal and Mrs. Sharmishta Niranthari Lal	75,00,000	-	30,266	Nil

3. The aggregate final Purchase Consideration payable to the Shekhar with respect to Other Sale Shares purchased by Other Purchasers is INR 12 (Indian Rupees Twelve).

### SCHEDULE 3

### SHARE CAPITAL OF BUNDL IMMEDIATELY FOLLOWING CLOSING

Name of Shareholder	Equity Shares	ESOP	Series A CCPS	Series B CCPS	Series C CCPS	Series D CCPS	Series E CCPS	Series F CCPS	Series G CCPS	Series H CCPS	Series I CCPS	Series I2 CCPS	Series J CCPS	Series J-2 CCPS	Series I-3 CCPS	Series K CCPS	Series K1 CCPS	Bonus CCPS (unconverted)	Bonus CCPS	Total Shares on (FDB)	Percentage
<b>Bonus Ratio</b>																		1400	1400		
<b>Conversion Ratio</b>	1	NA	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1401	1376	1	1	1.6		
<b>Founders</b>	103,394	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,176,600	85,575,000	196,199,994	8.54%
Sriharsha Majety	61,125	See note 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,575,000	136,981,125	5.96%
Lakshmi Nandan Reddy Obul	24,087	See note 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33,721,800	-	33,745,887	1.47%
Rahul Jaimini	18,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,454,800	-	25,472,982	1.11%
<b>ESOP</b>	-	183,459,624	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	183,459,624	7.98%
ESOP 2015	-	148,787,115	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	148,787,115	6.48%
ESOP 2021	-	34,672,509	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	34,672,509	1.51%
<b>Investors</b>	24,483,719	-	61,340	84,345	111,766	29,793	102,956	80,280	118,843	247,714	47,637	133,357	100,238	123,411	-	95,361	10,721,700	1,911,000	-	1,907,926,835	83.04%
Elevation Partner V Ltd.	1,401,000	-	8,415	22,021	26,572	1,997	7,723	-	-	-	-	-	-	-	-	-	-	-	-	94,886,928	4.13%
Accel India IV (Mauritius) Ltd.	1,000	-	22,928	16,840	25,955	1,853	6,435	-	-	-	-	-	-	-	-	-	-	1,400,000	-	105,090,411	4.57%
Norwest Venture Partners VII-A (Mauritius)	14,010	-	-	19,669	30,815	1,734	6,435	-	-	-	-	-	-	-	-	-	-	-	-	82,186,863	3.58%
Apoletto Asia Ltd.	10	-	-	6,633	8,515	377	-	-	-	-	-	-	-	-	-	-	-	14,000	-	21,764,535	0.95%
Harmony Partners (Mauritius) Ltd.	14,010	-	-	-	4,120	-	1,609	-	-	-	-	-	-	-	-	-	-	-	-	8,040,339	0.35%
RB Investments Pte. Ltd.	14,010	-	-	-	4,351	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,109,761	0.27%
MIH India Food Holdings B.V.	947,076	-	18,688	12,180	7,477	18,795	80,754	48,174	40,464	150,179	30,170	47,071	34,413	-	-	3,859	-	-	-	690,456,425	30.05%
Inspired Elite Investments Limited	-	-	720	393	172	220	-	32,106	12,645	11,923	3,606	-	-	-	-	-	-	-	-	86,560,785	3.77%
DST EuroAsia V B.V.	10	-	2,305	1,259	552	701	-	-	40,454	6,197	-	-	-	-	-	-	-	14,000	-	72,120,678	3.14%
DST Asia VI	10	-	-	-	-	-	-	-	-	9,432	-	-	-	-	-	-	-	14,000	-	13,228,242	0.58%
Coatue PE Asia XI LLC	10	-	1,441	787	345	438	-	-	25,280	7,278	-	-	-	-	-	-	-	14,000	-	49,846,179	2.17%
Tencent Cloud Europe B.V.	-	-	4,402	2,935	1,860	2,366	-	-	-	40,342	6,034	-	-	-	-	-	-	-	-	81,172,539	3.53%
HH BTPL Holdings II Pte. Ltd.	-	-	1,570	1,046	664	844	-	-	-	14,384	-	-	-	-	-	-	-	-	-	25,929,708	1.13%



Hadley Harbor Master Investors (Cayman) II L.P.	45	-	871	582	368	468	-	-	-	7,979	302	302	-	-	-	-	-	63,000	-	15,294,717	0.67%
Ark India Food-Tech Private Investment Trust	1,401	-	-	-	-	-	-	-	-	-	2,759	-	-	-	-	-	-	-	-	3,866,760	0.17%
Ark India Innovation Private Capital Investment Trust	1,401	-	-	-	-	-	-	-	-	-	256	-	-	-	-	-	-	-	-	360,057	0.02%
KIP Re-Up Fund	10	-	-	-	-	-	-	-	-	-	1,498	-	-	-	-	-	-	14,000	-	2,112,708	0.09%
MACM India Growth Fund	1	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	-	1,400	-	844,803	0.04%
SVIC No.38 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	-	-	-	1,267,905	0.06%
SVIC No.45 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	904	-	-	-	-	-	-	-	-	1,267,905	0.06%
SVIC No.34 New Technology Business Investment L.L.P.	1,401	-	-	-	-	-	-	-	-	-	602	-	-	-	-	-	-	-	-	844,803	0.04%
INQ Holding LLC	-	-	-	-	-	-	-	-	-	-	-	30,170	13,714	-	-	3,067	-	-	-	65,701,676	2.86%
Alpha Wave Ventures, LP	0	-	-	-	-	-	-	-	-	-	-	18,102	13,714	-	-	0	-	0	-	44,574,216	1.94%
Alpha Wave Ventures II, LP	269	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19,296	-	376,600	-	26,928,165	1.17%
Accel Leaders 3 Holdings (Mauritius) Ltd	-	-	-	-	-	-	-	-	-	-	-	13,576	8,228	-	-	-	-	-	-	30,547,404	1.33%
Amansa Investments Ltd	-	-	-	-	-	-	-	-	-	-	-	9,051	5,485	-	-	-	-	-	-	20,364,936	0.89%
Lathe Investment Pte. Ltd.	-	-	-	-	-	-	-	-	-	-	-	15,085	-	-	-	1,054	-	-	-	22,584,389	0.98%
TIMF Holdings	-	-	-	-	-	-	-	-	-	-	-	-	6,857	-	-	-	-	-	-	9,606,657	0.42%
Think India Opportunities Master Fund L.P.	-	-	-	-	-	-	-	-	-	-	-	-	1,371	-	-	-	-	-	-	1,920,771	0.08%
CGH AMSIA S.à r.l. (R.C.S. Luxembourg : B184.756)	-	-	-	-	-	-	-	-	-	-	-	-	8,228	-	-	-	-	-	-	11,527,428	0.50%
Goldman Sachs Asia Strategic Pte. Ltd	-	-	-	-	-	-	-	-	-	-	-	-	1,235	-	-	-	-	-	-	1,730,235	0.08%
West Street Global Growth Partners (Singapore) PTE. LTD.	-	-	-	-	-	-	-	-	-	-	-	-	6,396	-	-	-	-	-	-	8,960,796	0.39%
West Street Global Growth Partners Emp (Singapore) PTE. LTD.	-	-	-	-	-	-	-	-	-	-	-	-	597	-	-	-	-	-	-	836,397	0.04%
SVF II Songbird (DE) LLC	14,010	-	-	-	-	-	-	-	-	-	-	-	-	123,411	-	-	-	-	-	172,912,821	7.53%
Invesco Developing Markets Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,844	-	-	-	39,689,344	1.73%
Invesco Emerging Markets Equity Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,325	-	-	-	1,823,200	0.08%

Invesco Emerging Markets Equity Fund, LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	704	-	-	-	968,704	0.04%
Baron Emerging Markets Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,578	-	-	-	15,931,328	0.69%
Motilal Oswal Financial Services Limited	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,030	-	-	-	2,793,280	0.12%
Navin Agarwal (Motilal Oswal)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,016	-	-	-	1,398,016	0.06%
Kotak Pre-IPO Opportunities Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,061	-	-	-	5,587,936	0.24%
Axis Growth Avenue AIF – I	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	-	4,247,712	0.18%
Sixteenth Street Asian GEMS Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	-	4,247,712	0.18%
Ghisallo Master Fund LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,087	-	-	-	4,247,712	0.18%
Dovetail Global Fund PCC (Smile Group)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,071	-	-	-	1,473,696	0.06%
Segantii India (Mauritius)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,316	-	-	-	3,186,816	0.14%
Time Capital Foodtech Advisors LP (ARK Impact)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	803	-	-	-	1,104,928	0.05%
IIFL Special Opportunities Fund – Series 8[1]	4,060,098	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,045	-	-	-	8,250,018	0.36%
IIFL Monopolistic Market Intermediaries Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,031	-	-	-	2,794,656	0.12%
Times Internet Limited	18,011,135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	18,011,135	0.78%
Ramco Cements Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,407,244	-	-	2,407,244	0.10%
Ramco Industries Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,195,777	-	-	2,195,777	0.10%
Ramco Industrial and Technology Services Ltd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90,789	-	-	90,789	0.00%
Rajapalayam Mills (Ramco Group)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	585,723	-	-	585,723	0.03%
P.V. Abinav Ramasubramaniam Raja (Ramco Group)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,757	-	-	6,757	0.00%
P.R.Venketrama Raja (Ramco Group)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,593,671	-	-	3,593,671	0.16%
Anuj Lal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,266	-	-	30,266	0.00%
Inder Soni	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,555	-	-	28,555	0.00%
Lynks Shareholders' Trust	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,782,918	-	-	1,782,918	0.08%
<b>Other Shareholders</b>	<b>1,986,726</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	7,996,800	-	9,983,526	0.43%
Mauryan First	494,553	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	494,553	0.02%
Kamalapat Ratanchand Chopra	53,238	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53,238	0.00%
Volrado Venture Partners Fund II	1,257	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,759,800	-	1,761,057	0.08%

Sachin R Tendulkar & Anjali S Tendulkar	211,551		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	211,551	0.01%
Sushma Anand Jain	847,000		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	847,000	0.04%
Anurag Bagaria (Related Party to Sushma Anand Jain)	605		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	605	0.00%
Samina Hamied	353,052		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	353,052	0.02%
Swiggy Liquidity Trust	4,455		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,237,000	-	6,241,455	0.27%
Qed Innovation Labs LLP	21,015		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	21,015	0.00%
<b>TOTAL</b>	<b>26,573,839</b>	<b>183,459,624</b>	<b>61,340</b>	<b>84,345</b>	<b>111,766</b>	<b>29,793</b>	<b>102,956</b>	<b>80,280</b>	<b>118,843</b>	<b>247,714</b>	<b>47,637</b>	<b>133,357</b>	<b>100,238</b>	<b>123,411</b>	<b>-</b>	<b>95,361</b>	<b>10,721,700</b>	<b>69,084,400</b>	<b>85,575,000</b>	<b>2,297,569,979</b>	<b>100%</b>

Note 1: Fully diluted shareholding of founders including ESOP				
Founder	Alloted shares on an as converted basis	ESOP reserve	Total fully diluted shares	Total fully diluted shareholding
Sriharsha Majety	136,981,125	7,761,924	144,743,049	6.30%
Lakshmi Nandan Reddy Obul	33,745,887	14,083,236	47,829,123	2.08%

The Share Capital of Bundl set out in this Schedule 2F is subject to the following qualifications:

- any expansion in Bundl's employee stock options pool;
- any further issue of share capital by Bundl at a per share price at or above the per share price at which Relevant Consideration Shares are being issued to the Sellers;
- any transfer of Shares between Bundl's shareholders;
- any conversion of compulsorily convertible preference shares or employee stock options of Bundl into equity shares of Bundl;
- any buyback of Shares or reduction of employee stock options pool by Bundl.