



IN-GJ90214128194263W



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

₹700

00770037003700

Certificate No.	:	IN-GJ90214128194263W
Certificate Issued Date	:	25-Oct-2024 05:33 PM
Account Reference	:	IMPACC (CS)/ gj13336919/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1333691995143689639928W
Purchased by	:	MAMATA MACHINERY LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	SUPPLEMENTARY REGISTRAR AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MAMATA MACHINERY LIMITED
Second Party	:	LINK INTIME INDIA PRIVATE LIMITED
Stamp Duty Paid By	:	MAMATA MACHINERY LIMITED
Stamp Duty Amount(Rs.)	:	700 (Seven Hundred only)



₹700

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**HF 0021091610**

**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.

**DATED DECEMBER 02, 2024**

**FIRST AMENDMENT TO THE REGISTRAR AGREEMENT**

**AMONGST**

**MAMATA MACHINERY LIMITED**

**AND**

**THE SELLING SHAREHOLDERS (AS MENTIONED IN APPENDIX A)**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**

This **FIRST AMENDMENT TO THE REGISTRAR AGREEMENT** (the “**Amendment Agreement**”) is entered into on **DECEMBER 02, 2024** at Ahmedabad, Gujarat India amongst:

**MAMATA MACHINERY LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Survey No. 423/P. Sarkhej - Bavla Road, N.H. No. 8A, Sanand, Moraiya, Ahmedabad 382213, Gujarat, 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, of the **FIRST PART**;

**AND**

**THE PERSONS MENTIONED IN APPENDIX A** (the “**Selling Shareholders**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators, successors and permitted assigns) of the **SECOND PART**;

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1<sup>st</sup> Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai – 400083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**;

The parties mentioned in Appendix A shall be collectively referred to as the “**Selling Shareholders**” and individually as “**Selling Shareholder**”. The Company, the Selling Shareholders and the Registrar are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

- (A) The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of the Company (the “**Equity Shares**”), of an offer for sale of Equity Shares by the Selling Shareholders (“**Offered Shares**”), and such offer for sale, (the “**Offer for Sale**”). The Offer for Sale is referred to as the “**Offer**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act, 2013 along with the relevant rules framed thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws, through the book building process (the “**Book Building**”), as prescribed in Schedule XIII of the SEBI ICDR Regulations and other Applicable Laws including the UPI Circulars (as defined hereinafter) in terms of which the Offer is being made, by the Company and the Selling Shareholders, in consultation with the Book Running Lead Manager to the Offer. The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and (ii) outside the United States in “offshore transactions” (as defined in Regulation S) in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below), in accordance with the SEBI ICDR Regulations.
- (B) The Company in consultation with the Book Running Lead Managers, being Beeline Capital Advisors Private Limited, has decided that it may allocate a portion of the Offer for allocation to Eligible Employees, on a proportionate basis provided that such portion shall not exceed 5% of the post-Offer equity share capital of the Company (“**Employee Reservation Portion**”). The Employee Reservation Portion, if undertaken, shall be at the price to be decided by our Company and Selling Shareholders in consultation with the BRLM and which shall be announced at least two Working Days prior to the Bid/Offer Opening Date.
- (C) Accordingly, the Parties are desirous of amending certain provisions of the Registrar Agreement and have agreed to enter into this Amendment Agreement.

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

## 1. EFFECTIVENESS OF AGREEMENT

- 1.1. This Amendment Agreement shall be effective upon the Execution Date. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement.

## 2. AMENDMENT TO THE REGISTRAR AGREEMENT

- 2.1. The recital of the Registrar Agreement shall be amended and replaced with the following, with immediate effect:

The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of the Company (the “**Equity Shares**”), of an offer for sale of Equity Shares by the Selling Shareholders (“**Offered Shares**”), and such offer for sale, (the “**Offer for Sale**”). The Offer for Sale is referred to as the “**Offer**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act, 2013 along with the relevant rules framed thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws, through the book building process (the “**Book Building**”), as prescribed in Schedule XIII of the SEBI ICDR Regulations and other Applicable Laws including the UPI Circulars (as defined hereinafter) in terms of which the Offer is being made, by the Company and the Selling Shareholders, in consultation with the Book Running Lead Manager to the Offer. The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and (ii) outside the United States in “offshore transactions” (as defined in Regulation S) in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below), in accordance with the SEBI ICDR Regulations. The Company, in consultation with the Book Running Lead Manager, may also allocate a portion of the Offer for allocation to Eligible Employees, on a proportionate basis provided that such portion shall not exceed 5% of the post-Offer equity share capital of the Company (“Employee Reservation Portion”). The Employee Reservation Portion, if undertaken, shall be at the price to be decided by our Company and Selling Shareholders in consultation with the BRLM and which shall be announced at least two Working Days prior to the Bid/Offer Opening Date.

- 2.2. Section 1 (Definitions and Interpretation) of the Registrar Agreement shall apply mutatis mutandis to this Amendment Agreement, as if set out specifically herein, provided that:

*“Agreement” shall mean the Registrar Agreement as amended by this Amendment Agreement.*

## 3. MISCELLANEOUS

- 3.1. Each Party, severally and not jointly, hereby represents and warrants to the other Party that this Amendment Agreement constitutes a valid and binding obligation of such Party enforceable against it, in accordance with the terms hereof and under applicable law, and the execution, delivery and performance of this Amendment Agreement does not contravene, violate, or constitute a default of, or require any consent or notice under, any provision of any agreement or other instrument to which it is a party or by which it is or may be bound or under applicable law. The Company hereby represents and warrants that the Offer, is in compliance with the Companies Act, SEBI ICDR Regulations and other applicable laws.
- 3.2. This Amendment Agreement will be binding on and shall inure to the benefit of the Parties. Save as agreed in this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue to remain in full force and effect and binding on the Parties. This Amendment Agreement, read along with the Registrar Agreement, shall constitute the entire agreement between the Parties regarding the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding the subject matter contained herein. No changes or additions to, or modifications of, this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.

- 3.3. Any term or provision of this Amendment Agreement that is invalid or unenforceable 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.
- 3.4. Other than as provided in this Amendment Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Amendment Agreement and any provision of this Amendment Agreement shall not be enforceable by a person that is not a party to this Amendment Agreement.
- 3.5. If any of the Parties request any other Party to deliver documents or information relating to the Offer via electronic transmissions or delivery of such documents or any information is required by Applicable Law to be made via electronic transmissions, such Party acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. Subject to compliance by the Parties with Applicable Law relating to data privacy and protection, to the extent that any documents or information relating to the Offer are transmitted electronically by any Party, the other Parties hereby release the first Party from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.
- 3.6. This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Notwithstanding anything to the contrary contained in this Clause 3.7, this Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page.
- 3.7. The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Registrar Agreement. Unless the context otherwise requires, any reference to the Registrar Agreement shall be construed to mean the Registrar Agreement as amended by the Amendment Agreement.

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**APPENDIX A**

**A. Selling Shareholders**

1. Mahendra Patel
2. Nayana Patel
3. Bhagvati Patel
4. Mamata Group Corporate Services LLP
5. Mamata Management Services LLP

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

**IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**For and on behalf of MAMATA MACHINERY LIMITED**



\_\_\_\_\_  
**Authorised signatory**  
**Name: Mahendra Patel**  
**Designation: Chairman & Managing Director**



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**Signed by Mahendra Patel**



A handwritten signature in blue ink, appearing to read 'Mahendra Patel', is written above a horizontal line.



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

**IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**Signed by Mamata Group Corporate Services LLP**



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**Authorized Signatory**  
**Name: Mahendra Patel**  
**Designation: Designated Partner**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

**IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**Signed by Mamata Management Services LLP**



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**Authorized Signatory**  
**Name: Mahendra Patel**  
**Designation: Designated Partner**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

**IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**Signed by Nayana Patel**

Nayana.M. Patel

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, REGISTRAR AND EACH OF THE EACH OF THE SELLING SHAREHOLDERS**

**IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year hereinabove written:

**Signed by Bhagvati Patel**

B. C. Patel

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE REGISTRAR AND EACH OF THE SELLING SHAREHOLDERS AND**

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

**Signed by LINK INTIME INDIA PRIVATE LIMITED**



**Authorised Signatory**

**Name: Dhawal Adalja**

**Designation: Vice President – Primary Market**