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INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

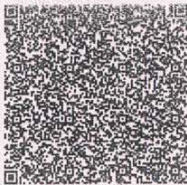
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| Certificate No. | : IN-GJ90214769552236W |
| Certificate Issued Date | : 25-Oct-2024 05:33 PM |
| Account Reference | : IMPACC (CS)/ gj13336919/ GULBAI TEKRA/ GJ-AH |
| Unique Doc. Reference | : SUBIN-GJGJ1333691995138856412780W |
| Purchased by | : MAMATA MACHINERY LIMITED |
| Description of Document | : Article 5(h) Agreement (not otherwise provided for) |
| Description | : SUPPLEMENTARY OFFER AGREEMENT |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : MAMATA MACHINERY LIMITED |
| Second Party | : BEELINE CAPITAL ADVISORS PRIVATE LIMITED |
| Stamp Duty Paid By | : MAMATA MACHINERY LIMITED |
| Stamp Duty Amount(Rs.) | : 700 (Seven Hundred only) |



₹700



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using a-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 OFFER AGREEMENT

AMONGST

MAMATA MACHINERY LIMITED

AND

MAHENDRA PATEL

AND

NAYANA PATEL

AND

BHAGVATI PATEL

AND

MAMATA GROUP CORPORATE SERVICES LLP

AND

MAMATA MANAGEMENT SERVICES LLP

AND

BEE LINE CAPITAL ADVISORS PRIVATE LIMITED

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

MAMATA MACHINERY LIMITED, a public limited company incorporated under the laws of India and having its registered office Survey No. 423/P, Sarkhej-Bavla Road, N.H No. 8A, Moraiya, Sanand, Ahmedabad, Gujarat – 382 213, India (the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

MAHENDRA PATEL, a citizen of India, aged 75 years having PAN AALPP5256G and residing at 12/A, Kairavi Bungalows, Nr. Sarthi Hotel, Vastrapur Road, Bodakdev, Ahmedabad 380054, Gujarat, India (hereinafter referred to as “**Promoter Selling Shareholder 1**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors in interest and permitted assigns”);

AND

NAYANA PATEL, a citizen of India, aged 71 years having PAN AALPP5404A and residing at 12/A, Kairvi Bungalows, Nr. Sarthi Hotel, Vastrapur Road, Bodakdev, Ahmedabad – 380054, Gujarat, India (hereinafter referred to as “**Promoter Selling Shareholder 2**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors in interest and permitted assigns”);

AND

BHAGVATI PATEL, a citizen of India, aged 67 years having PAN AFEP4226L and residing at 100, Surdhara Bungalows, Opp. Doordarshan Tower, Thaltej, Ahmedabad – 380052, Gujarat, India (hereinafter referred to as “**Promoter Selling Shareholder 3**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her successors in interest and permitted assigns”);

AND

MAMATA GROUP CORPORATE SERVICES LLP, a Limited Liability Partnership (“**LLP**”) registered under the laws of India, having PAN ABOFM8496R and having its registered office at Survey No. 423/P, Sarkhej Bavla Road, Moraiya, Taluka Sanand, Ahmedabad – 382213, Gujarat, India (hereinafter referred to as “**Promoter Selling Shareholder 4**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors in interest and permitted assigns”);

AND

MAMATA MANAGEMENT SERVICES LLP, a Limited Liability Partnership (“**LLP**”) registered under the laws of India, having PAN ABCFM4449G and having its registered office at 53, Madhuban, Near Madalpur Underbridge, Ellis Bridge, Ahmedabad, Gujarat – 380 006, India (hereinafter referred to as “**Promoter Selling Shareholder 5**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her successors in interest and permitted assigns”);

AND

BEELINE CAPITAL ADVISORS PRIVATE LIMITED, a company incorporated under the laws of India and having its registered office at B 1311-1314 Thirteenth Floor Shilp Corporate Park Rajpath Rangoli Road Thaltej Ahmedabad Gujarat 380054 India. (“**Beeline Capital**”, which expression shall,

unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

WHEREAS:

- (A) The Company and the Selling Shareholders are proposing to undertake an initial public offering of the equity shares of the Company (“Equity Shares”), comprising of an offer for sale of up to 7,382,340 Equity Shares (“Offered Shares”) by the Selling Shareholders (the “Offer for Sale” or the “Offer”), in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “SEBI ICDR Regulations”), and other applicable laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations by the Company in consultation with the BRLM (the “Offer Price”). 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 to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis by the Company, in accordance with the SEBI ICDR Regulations.
- (B) The Company in consultation with the Book Running Lead Managers, being Beeline Capital, 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 Offer 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 Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.

2. AMENDMENT TO THE OFFER AGREEMENT

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

The Company and the Selling Shareholders are proposing to undertake an initial public offering of the equity shares of the Company (“**Equity Shares**”), comprising of an offer for sale of up to 7,382,340 Equity Shares (“**Offered Shares**”) by the Selling Shareholders (the “**Offer for Sale**” or the “**Offer**”), in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), and other applicable laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations by the Company in consultation with the BRLM (the “**Offer Price**”). 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 to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis by the Company, 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 Offer Agreement shall apply mutatis mutandis to this Amendment Agreement, as if set out specifically herein, provided that:

“Agreement” shall mean the Offer 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 Offer 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 Offer Agreement, shall constitute the entire agreement between the Parties regarding the subject matter of the Offer Agreement and all terms and conditions of the Offer 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 Offer 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 Offer Agreement. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by the Amendment Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH OF THE SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER

IN WITNESS WHEREOF, this Offer 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

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

For and on behalf of BEELINE CAPITAL ADVISORS PRIVATE LIMITED

Beeline Capital Advisors Private Limited

Nikhil Shah

Director/Authorised Signatory

Authorised signatory
Name: Nikhil Shah
Designation: Director



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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 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, EACH OF THE SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER

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 Nayana Patel

Nayana. M. Patel,

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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 Bhagvati Patel

Bhagvati Patel

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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 Mamata Group Corporate Services LLP



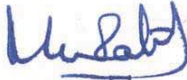
Authorised signatory
Name: Mahendra Patel
Designation: Designated Partner



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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 Mamata Management Services LLP



Authorised signatory
Name: Mahendra Patel
Designation: Designated Partner