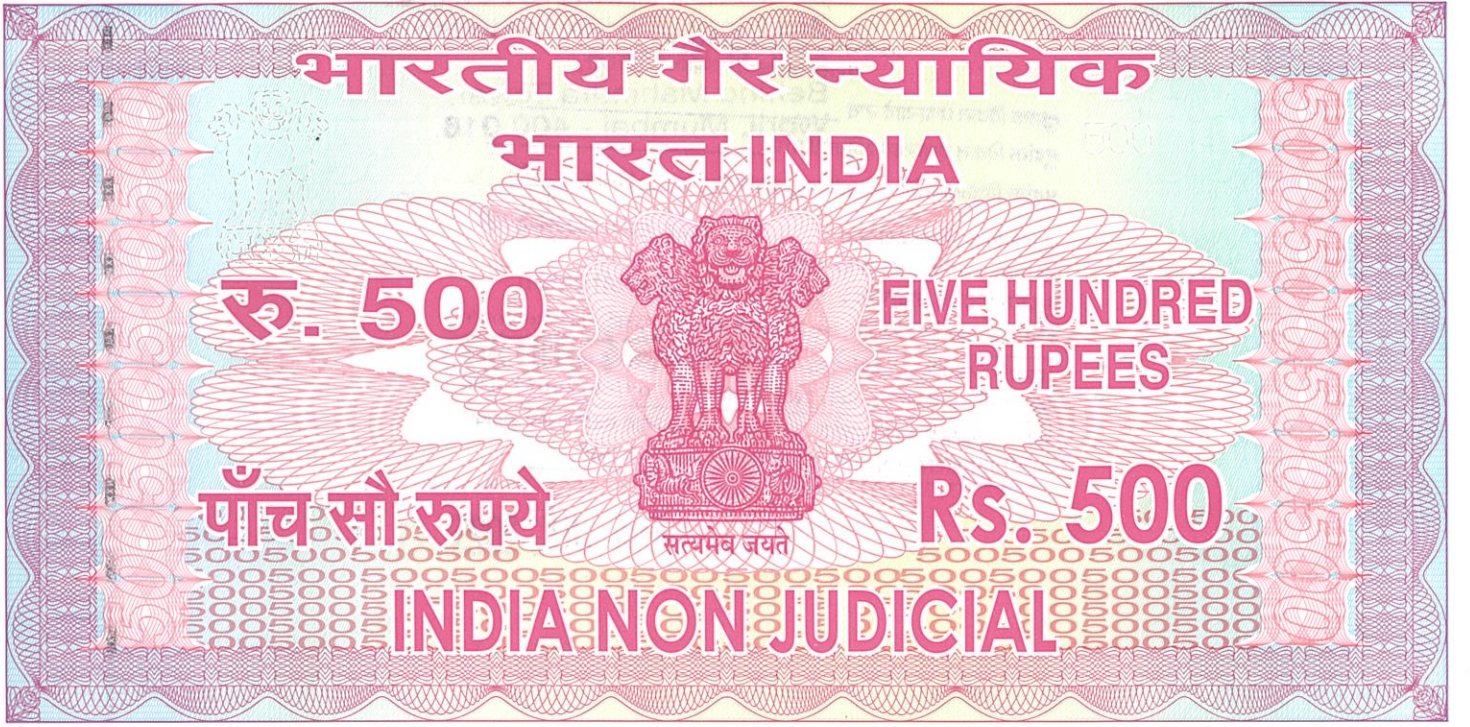


**DATED JULY 05, 2025**

**FIRST AMENDMENT AGREEMENT  
TO  
OFFER AGREEMENT DATED DECEMBER 15, 2024**

**AMONGST  
LAXMI INDIA FINANCE LIMITED  
AND  
PROMOTER SELLING SHAREHOLDERS  
AND  
PROMOTER GROUP SELLING SHAREHOLDERS  
AND  
PL CAPITAL MARKETS PRIVATE LIMITED**



महाराष्ट्र MAHARASHTRA

● 2025 ●

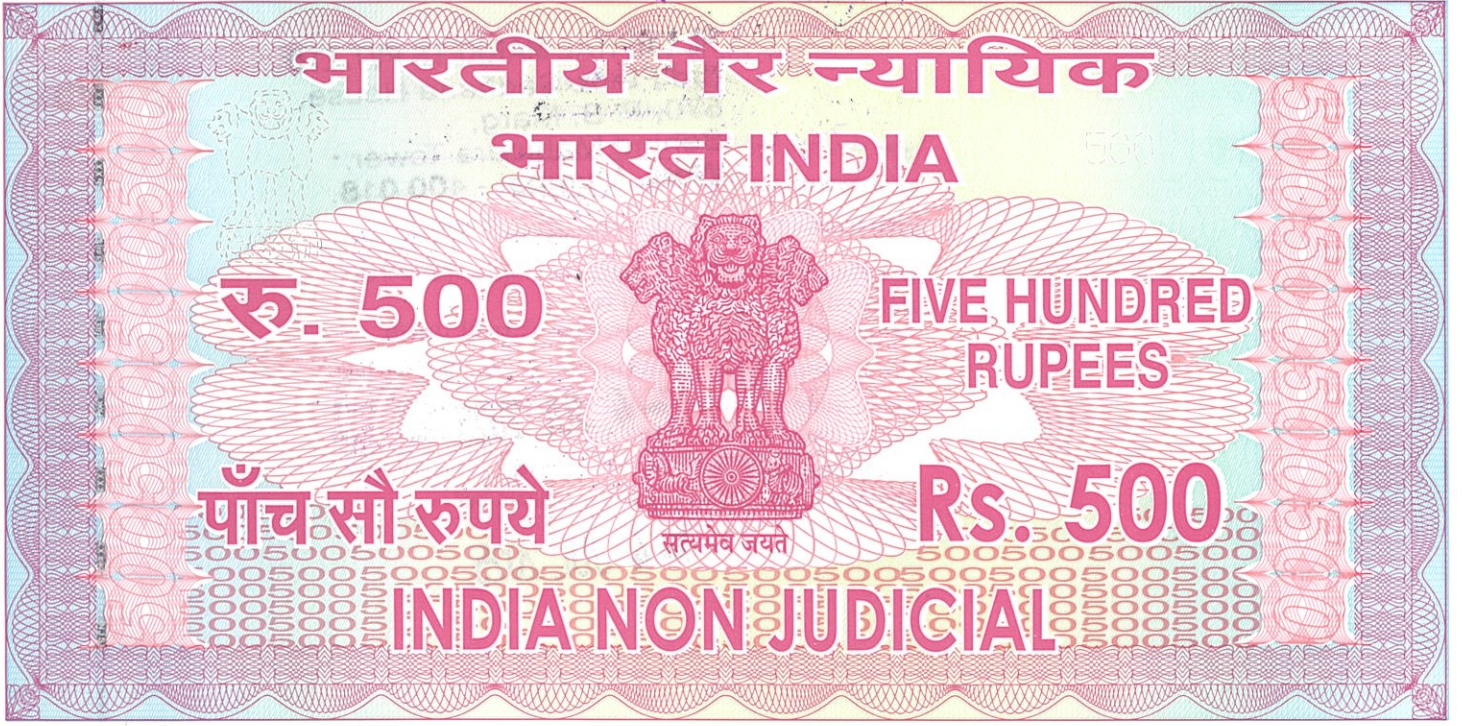
DZ 716882

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. 6000090  
- 1 JUL 2025  
सक्षम अधिकारी

श्री. विनायक जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF  
AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED IN  
TO BETWEEN LAXMI INDIA FINANCE LIMITED, PL CAPITAL  
MARKET PVT LIMITED, PROMOTER, SELLING SHAREHOLDERS  
AND THE PROMOTER GROUP SELLING SHARE HOLDERS





महाराष्ट्र MAHARASHTRA

● 2025 ●

DZ 716883

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क्र. ८००००९०  
- 1 JUL 2025  
सक्षम अधिकारी

श्री. विनायक जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF  
AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED IN  
TO BETWEEN LAXMI INDIA FINANCE LIMITED, PL CAPITAL  
MARKET PVT LIMITED, PROMOTER, SELLING SHAREHOLDERS  
AND THE PROMOTER GROUP SELLING SHAREHOLDERS.

## FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED DECEMBER 15, 2024

This First Amendment Agreement to the Offer Agreement dated December 15, 2024 (hereinafter referred to as the “**Amendment Agreement**”) is entered into on this 5<sup>TH</sup> day of July, 2025 between:

- (1) **LAXMI INDIA FINANCE LIMITED**, a public company within the meaning of the Companies Act, 2013 having CIN: U65929RJ1996PTC073074 and its registered office at 2 DFL, Gopinath Marg MI Road, Jaipur-302001, Rajasthan, India (hereinafter referred to as the “**Company**” or “**Issuer**”, 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**;
- (2) **DEEPAK BAID**, a citizen of India, aged 44 years residing at B-114 A, Dayanand Marg, Near Water Tank, Tilak Nagar, Jawahar Nagar, Jaipur, Rajasthan – 302004, India and holding PAN: AEQPB5538J (hereinafter collectively referred to as the “**Promoter Selling Shareholder 1**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;
- (3) **ANEESHA BAID**, a citizen of India, aged 42 years residing at B-114 A, Dayanand Marg, Near Water Tank, Tilak Nagar, Jawahar Nagar, Jaipur, Rajasthan – 302004, India. and holding PAN: AAXPM4028M (hereinafter collectively referred to as the “**Promoter Selling Shareholder 2**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**;
- (4) **PREM DEVI BAID**, a citizen of India, aged 74 years residing at B-114 A, Tej Kunj, Dayanand Marg, Tilak Nagar, Jawahar Nagar, Jaipur, Rajasthan – 302004, India. and holding PAN: ACGPB5002R (hereinafter collectively referred to as the “**Promoter Selling Shareholder 3**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **FOURTH PART**;
- (5) **DEEPAK HITECH MOTORS PRIVATE LIMITED**, a private company within the meaning of the Companies Act, 2013 having CIN: U74110RJ2011PTC036029 and its registered office at 21, Gopinath Marg, Jalupura Crossing, M.I. Road, Jaipur, Rajasthan, India – 302001 (hereinafter collectively referred to as the “**Promoter Selling Shareholder 4**” 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 **FIFTH PART**;
- (6) **PREM DEALERS PRIVATE LIMITED**, a private company within the meaning of the Companies Act, 2013 having CIN: U51909WB2005PTC106329 and its registered office at 33, Chitta Ranjan Avenue, 9th Floor, Room No.- 908A, Bowbazar (Kolkata), Kolkata, Kolkata, West Bengal, India, 700012 (hereinafter collectively referred to as the “**Promoter Selling Shareholder 5**” 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 **SIXTH PART**;
- (7) **PREETI CHOPRA**, a citizen of India, aged 52 years residing at 29 Chakraberia Lane L.R.Sarani, Circus Avenue Kolkata, West Bengal-700020 and holding PAN: ACSPC7127N (hereinafter collectively referred to as the “**Promoter Group Selling Shareholder 1**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **SEVENTH PART**;
- (8) **RASHMI GIRIA**, a citizen of India, aged 49 years residing at 10/12, Girias, Kumarakrupa Road, opp Chitrakala Parishad, Chabaria Layout, Bangalore North, Bangalore G.P, Karnataka-560001 and holding PAN: AFDPG4344M (hereinafter collectively referred to as the “**Promoter Group Selling Shareholder 2**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **EIGHTH PART**;
- (9) **PL CAPITAL MARKETS PRIVATE LIMITED**, a private company within the meaning of the Companies Act, 2013 having CIN: U65190MH2007PTC169741 and its registered office at 3<sup>RD</sup> Floor, Sadhana House, 570 P. B. Marg, Worli, Mumbai, Maharashtra - 400018, India (hereinafter referred to as “**Book Running Lead Manager**” or “**Manager**” or “**BRLM**” or “**Lead Manager**”, 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 **LAST PART**.

In this Agreement:

- (i) the Company, the Book Running Lead Manager and the Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively, referred to as the “**Parties**”.

**WHEREAS:**

- A. The Parties have entered into an Offer Agreement dated December 15, 2024 (“**Offer Agreement**”) in connection with the Offer.
- B. The Company has filed the Draft Red Herring Prospectus dated December 15, 2024 (“**Draft Red Herring Prospectus**” or “**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”) for review and comments and BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”, and together with **BSE**, the “**Stock Exchanges**”), (as defined below) in connection with the Offer. After incorporating the comments and observations of the SEBI, the Company proposes to file a red herring prospectus (“**Red Herring Prospectus**” or “**RHP**”) with the Registrar of Companies, Jaipur at Rajasthan (the “**RoC**” or the “**Registrar of Companies**”) and will file the prospectus (“**Prospectus**”) with the RoC, SEBI and the Stock Exchanges in accordance with Companies Act and the SEBI ICDR Regulations. In addition, the Company has received in-principle approvals from the BSE and NSE, each dated February 14, 2025.
- C. The Parties are desirous of carrying out certain amendments to the Offer Agreement and have entered into these presents to record the terms and conditions as contained hereinafter.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties do hereby agree as follows:

**1. DEFINITIONS, EFFECTIVENESS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement or the DRHP, as the case may be.
- (b) Rules of interpretation set out in Clause 1(B) of the Offer Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Offer Agreement. 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. The Offer Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to 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. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.

- (d) If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each of the Parties will use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties the benefits of the invalid or unenforceable provision.
- (e) This Amendment Agreement shall come into effect and be binding on and from the Execution Date, until such time as the Offer Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (f) In case of conflict or inconsistency between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## 2. AMENDMENTS

- 2.1. The following definitions appearing under Clause 1 (*Definitions*) of the Offer Agreement shall be, and hereby are, substituted in their entirety with the following:

*“**Agreement**” means the Offer Agreement dated December 15, 2024 as amended from time to time.”*

*“**Offer Documents**” means collectively, the DRHP, the RHP, the Bid cum Application Form and the accompanying Abridged Prospectus, the Preliminary Offering Memorandum, the Prospectus, the Final Offering Memorandum and the pricing supplement, including all supplements, corrections, amendments and corrigenda thereto.”*

*“**Supplemental Offer Materials**” means any “written communication” (as defined in Rule 405 under the U.S. Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that may constitute an offer to sell or a solicitation of an offer to buy the Equity Shares, including, but not limited to, any publicity or road show materials relating to the Equity Shares other than the Preliminary Offering Memorandum (including its relevant pricing supplement) or the Final Offering Memorandum.”*

- 2.2. The following definitions shall be inserted alphabetically under Clause 1 (*Definitions*) of the Offer Agreement:

*“**International Wrap**” shall mean the final international wrap with respect to the Offer dated the date of, and attached to, the Prospectus to be used for offers and sales to persons outside India containing, among other things, international distribution, solicitation and transfer restrictions and other information, together with all supplements, corrections, amendment and corrigenda thereto.”*

*“**Final Offering Memorandum**” means the offering memorandum with respect to the Offer consisting of the Prospectus and the International Wrap for offer and sale to persons/entities that are outside India, including all supplements, corrections, amendments and corrigenda thereto.”*

*“**Preliminary Offering Memorandum**” means the preliminary offering memorandum with respect to the Offer consisting of the RHP and the Preliminary International Wrap to be used for offer and sale to persons/entities that are outside India, including all supplements, corrections, amendments and corrigenda thereto.”*

- 2.3. In Clauses 4.1(xi), 4.1(xii), 4.1(xiii), 4.1(xiv), 4.1(xv), 4.1(xvii), 4.1(xviii), 4.1(xix), 4.1(xx), 4.1(xxiv), 4.1(xxx), 4.1(xxxi), 4.1(xli), 4.1(lxvi), Clause 7.1(i), Clause 7.5 and Clause 8.5 of the

Offer Agreement, the expression "*the RHP*" wherever appearing shall be, and hereby is, substituted with the following:

*"the Preliminary Offering Memorandum, the RHP, the Final Offering Memorandum"*

- 2.4. The following clause shall be inserted under Clause 4.1 (*Representations, warranties and undertakings of the Company and the Promoter Selling Shareholders*) of the Offer Agreement:

*"(lxxii) the Company, its Affiliates, the Selling Shareholders and any person acting on its or their behalf shall comply with the selling restrictions as set forth in Preliminary Offering Memorandum and the Offering Memorandum in the section titled "Selling Restrictions";"*

### **3. MISCELLANEOUS**

- 3.1. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- 3.2. 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 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. In the event any of the Parties delivers a facsimile copy or .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or .pdf format signature page, or at any time thereafter upon request. Provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in .pdf format or the execution of this Amendment Agreement.

### **4. GOVERNING LAW**

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

*[The remainder of this page has been intentionally left blank]*



*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed and delivered for the within name Company  
**LAXMI INDIA FINANCE LIMITED**

By the hand of



Authorized Signatory

Name: *Souvabh Mishra*

Designation: *Company Secretary & Chief Compliance Officer*

*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*



*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed by the within named **Promoter Selling Shareholders**



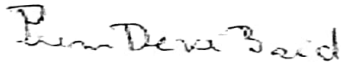
---

**Deepak Baid**  
**Promoter Selling Shareholder 1**



---

**Aneesha Baid**  
**Promoter Selling Shareholder 2**



---

**Prem Devi Baid**  
**Promoter Selling Shareholder 3**

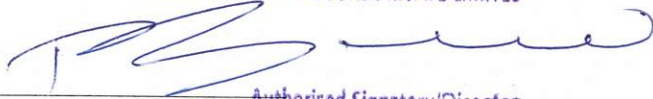
*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed and delivered for the within name **Promoter Selling Shareholder 4**  
**DEEPAK HITECH MOTORS PRIVATE LIMITED**

By the hand of

DEEPAK HITECH MOTORS PRIVATE LIMITED



Authorized Signatory

Authorised Signatory/Director

Name: **Deepak Baird**  
Designation: **Director**

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

*This signature page forms an integral part of the Offer Agreement dated December 15, 2024 executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed and delivered for the within name **Promoter Selling Shareholder 5**  
**PREM DEALERS PRIVATE LIMITED**

By the hand of **PREM DEALERS PRIVATE LIMITED**

  
Authorized Signatory/Director

Authorized Signatory

Name: *Nanag Ram Kumhar*  
Designation: *Director*

*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed by the within named **Promoter Group Selling Shareholder 1**

P. Chopra

**Preeti Chopra**

*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*



*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed by the within named **Promoter Group Selling Shareholder 2**

  
Rashmi Giria

*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*

*This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed among Laxmi India Finance Limited ("the Company"), the Selling Shareholders and the Book Running Lead Manager*

Signed and delivered for the within name Book Running Lead Manager  
**PL CAPITAL MARKETS PRIVATE LIMITED**

By the hand of

  
Authorized Signatory



Name: Uday Patil

Designation: Executive Director

*[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]*