

INDIA NON JUDICIAL

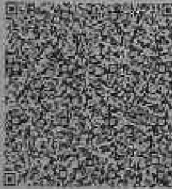
Government of National Capital Territory of Delhi

200

e-Stamp

Certificate No. : IN-DL26672583168308W
Certificate Issued Date : 29-Jul-2024 04:46 PM
Account Reference : IMPACC (IV)/ dl859003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL85900307171455478783W
Purchased by : INTERARCH BUILDING PRODUCTS LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INTERARCH BUILDING PRODUCTS LIMITED
Second Party : AMBIT PRIVATE LIMITED
Stamp Duty Paid By : INTERARCH BUILDING PRODUCTS LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

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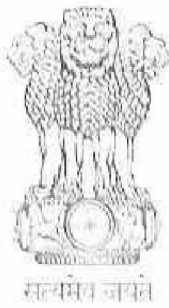


Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED AUGUST 1, 2024 BY AND AMONG INTERARCH BUILDING PRODUCTS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGERS

Delivery Note:

1. The authenticity of this stamp certificate should be verified at www.indiaonline.com or using the India Mobile App or the India Mobile App on the mobile or as available on the website / mobile App version if issued.
2. The stamp certificate is valid only for the purpose of the stamp duty.
3. The stamp certificate is not valid for any other purpose.

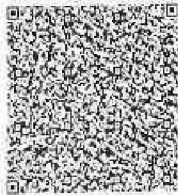


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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL26672993102319W
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Purchased by	: INTERARCH BUILDING PRODUCTS LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INTERARCH BUILDING PRODUCTS LIMITED
Second Party	: AMBIT PRIVATE LIMITED
Stamp Duty Paid By	: INTERARCH BUILDING PRODUCTS LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write in type below in Hindi

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED AUGUST 1, 2024 BY AND AMONG INTERARCH BUILDING PRODUCTS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGERS



AMENDMENT TO THE OFFER AGREEMENT

DATED AUGUST 1, 2024

BY AND AMONG

INTERARCH BUILDING PRODUCTS LIMITED

AND

GAUTAM SURI

AND

ARVIND NANDA

AND

ISHAAN SURI

AND

SHOBHNA SURI

AND

OIH MAURITIUS LIMITED

AND

AMBIT PRIVATE LIMITED

AND

AXIS CAPITAL LIMITED

This **AMENDMENT TO THE OFFER AGREEMENT** (the "**Amendment Agreement**") is entered on this 1st Day of August 2024, at New Delhi **BY AND AMONG**:

- (1) **INTERARCH BUILDING PRODUCTS LIMITED**, a company incorporated under the laws of India and having its registered office at Farm No. 8, Khasara No. 56/23/2, Dera Mandi Road, Mandi Village, Mehrauli, New Delhi, 110 047, India (hereinafter referred to as the "**Company**");
- (2) **GAUTAM SURI**, bearing PAN AAJPS9920L, aged about 71 years, an Indian citizen and resident of F-36, Radhe Mohan Drive, Gadaipur Bandh Road, New Delhi 110 030, India;
- (3) **ARVIND NANDA**, bearing PAN AAAPN2641L, aged about 69 years, an Indian citizen and resident of House No. 8, Deramandi Road, Mandi Mehrauli New Delhi-110 047, India;
- (4) **ISHAAN SURI**, bearing PAN ATWPS6366G, aged about 42 years, an Indian citizen and resident of F-36 Radhe Mohan Drive, Gadaipur Bandh Road, New Delhi 110 030, India;
- (5) **SHOBHNA SURI**, bearing PAN AAJPS9966L, aged about 71 years, an Indian citizen and resident of F-36, Radhe Mohan Drive, Gadaipur Bandh Road, New Delhi 110 030, India;
- (6) **OIH MAURITIUS LIMITED**, a company incorporated under the laws of republic of Mauritius and having its registered office at 3rd Floor, Standard Chartered Tower, Bank Street, 19 Cybercity, Ebene 72201, Mauritius (hereinafter referred to as "**Investor Selling Shareholder**");
- (7) **AMBIT PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at Ambit House 449, Senapati Bapat Marg Lower Parel, Mumbai 400 013 Maharashtra, India (hereinafter referred to as the "**Ambit**"); and
- (8) **AXIS CAPITAL LIMITED**, a company incorporated under the laws of India and having its registered office at 8th Floor, Axis House, C-2 Wadia International Centre, P.B. Marg, Worli, Mumbai 400 025, Maharashtra, India (hereinafter referred to as the "**Axis**").

In this Amendment Agreement,

- (i) Ambit and Axis are collectively referred to as the "**Book Running Lead Managers**" or "**BRLMs**" and individually as a "**BRLM**" or "**Book Running Lead Manager**";
- (ii) Gautam Suri, Arvind Nanda and Ishaan Suri are collectively referred to as the "**Promoter Selling Shareholders**" or individually as a "**Promoter Selling Shareholder**";
- (iii) Shobhna Suri is referred to as the "**PG Selling Shareholder**";
- (iv) The Promoter Selling Shareholders and the PG Selling Shareholder are collectively referred to as the "**P&PG Selling Shareholders**" and individually as a "**P&PG Selling Shareholder**";
- (v) The Investor Selling Shareholder and the P&PG Selling Shareholders are collectively referred to as the "**Selling Shareholders**"; and
- (vi) The Company, the Selling Shareholders and the BRLMs are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value of ₹ 10 each (the **"Equity Shares"**) comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 2,000.00 million (the **"Fresh Issue"**) and an offer for sale of up to 4,447,630 Equity Shares by the Selling Shareholders (the **"Offer for Sale"** and together with Fresh Issue, the **"Offer"**), in accordance with the Companies Act, 2013 and the rules made thereunder (the **"Companies Act"**), 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 (*defined below*), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations in accordance with the Applicable Laws by the Company, in consultation with the Book Running Lead Managers (*as defined below*) to the Offer (the **"Offer Price"**). The Offer shall include: an offer (A) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, and (B) outside India and the United States, to investors in "offshore transactions" as defined in, and in reliance on, Regulation S under the U.S. Securities Act of 1933, as amended (the **"U.S. Securities Act"**) (**"Regulation S"**) in each case in compliance with the applicable laws of the jurisdictions where the Offer and sales occur. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*), by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Offer may include a reservation for subscription by eligible employees (the **"Employee Reservation Portion"**). The Company, in consultation with the Book Running Lead Managers, may offer certain discount on the Offer Price to Eligible Employees bidding under the Employee Reservation Portion.
- (B) The board of directors of the Company (the **"Board of Directors"**) pursuant to resolution dated January 15, 2024 have approved and authorized the Offer. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Fresh Issue pursuant to a special resolution dated January 17, 2024.
- (C) Each of the Selling Shareholders has, severally and not jointly, consented to participate in the Offer for Sale in accordance with the terms agreed to in their respective consent letters and certificates and approved and authorized, as applicable, the Offer for Sale of their respective Equity Shares (**"Offered Shares"**), as set out in **Annexure B** of the Offer Agreement. The Investor Selling Shareholder has approved and authorized, its portion of the Offered Shares pursuant to its board resolution dated November 13, 2023. The Board has taken on record the approval for the Offer for Sale by the Selling Shareholders pursuant to its resolution dated March 14, 2024.
- (D) The Company and the Selling Shareholders have appointed the BRLMs to manage the Offer as the book running lead managers and the BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer in terms of the engagement letter dated March 18, 2024 (**"Engagement Letter"**) between the BRLMs, the Company and the Selling Shareholders subject to the terms and conditions set forth thereon.
- (E) Pursuant to the SEBI ICDR Regulations, the Parties have entered into the Offer Agreement dated March 18, 2024 (**"Offer Agreement"**) in relation to the Offer.

- (F) The Company and the Selling Shareholders have filed a draft red herring prospectus dated March 18, 2024 ("**DRHP**") with the Securities and Exchange Board of India ("**SEBI**") and BSE Limited and National Stock Exchange of India Limited on March 19, 2024 (together the "**Stock Exchanges**").
- (G) SEBI has, pursuant to its letter bearing a reference number SEBI/HO/CFD/RAC-DIL 1/P/OW/2024/21224/1 in connection with the DRHP, required that the Selling Shareholders not be involved in the pricing, allocation and other activities in relation to the Offer in any manner.
- (H) Therefore, the Parties wish to enter into this Amendment Agreement to the Offer Agreement to comply with such requirement.

1. DEFINITIONS AND INTERPRETATION

- 1.1. 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 Offer Documents (as defined under the Offer Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy.
- 1.2. Rules of interpretation set out in Clause 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement, *mutatis mutandis*.
- 1.3. In case of conflict 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. EFFECTIVENESS

This Amendment Agreement shall come into effect from the date of the execution of this Amendment 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.

3. AMENDMENTS TO THE OFFER AGREEMENT

- 3.1. The Parties agree that **Recital A** of the Offer Agreement shall be replaced in its entirety with **Recital A** of this Amendment Agreement.
- 3.2. The parties agree that the following definitions set out in **Clause 1.1** of the Offer Agreement shall be replaced with the below revised definitions:

*"**Anchor Investor Offer Price**" means the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company, in consultation with the BRLMs;"*

- 3.3. The Parties agree that the existing **Clause 2.3** of the Offer Agreement shall be replaced in its entirety with the following:

"2.3. The Bid/Offer Period and any revisions thereof will be decided in accordance with Applicable Laws, by the Company, in consultation with the Book Running Lead Managers. The Price Band, including any revisions, modifications and amendments thereof, the Offer Price, including any revisions, modifications and amendments thereof, shall be decided by the Company, in consultation with the Book Running Lead Managers in accordance with Applicable Laws. The Anchor Investor Bid/Offer Date, Anchor Investor Category, the Anchor Investor Allocation Price and the Anchor Investor Offer Price will be decided by the Company in consultation with the BRLMs. A certified true copy of the relevant resolution passed by the Board of Directors/ IPO Committee of the Company, as applicable, in respect of any such terms, including any revisions thereof, shall be provided by the Company to the BRLMs."

- 3.4. The Parties agree that the existing **Clause 2.5** of the Offer Agreement shall be replaced in its entirety with the following:

"2.5. All allocations and the Basis of Allotment and Allotment (except with respect to Anchor Investors) of the Equity Shares offered and Allotted in the Offer shall be finalized by the Company in consultation with the BRLMs, Registrar to the Offer and the Designated Stock Exchange, in accordance with Applicable Laws. Allocation to Anchor Investors, if any, shall be made on a discretionary basis by the Company, in consultation with the BRLMs, in accordance with Applicable Laws."

- 3.5. The Parties agree that the existing **Clause 2.12** of the Offer Agreement shall be replaced in its entirety with the following:

"2.12. The Parties agree that the actual timing and implementation of the Offer will be subject to the determination of the Company's Board of Directors, in consultation with BRLMs appointed in relation to the Offer, after considering the prevailing market conditions and other relevant factors."

4. MISCELLANEOUS

- 4.1. Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorize the execution and consummation of the Amendment Agreement or have the requisite and proper authorization to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request. Further, this Amendment Agreement constitutes a valid and legal binding agreement with respect to matters stated herein.
- 4.2. The provisions of Clause 14 (Arbitration), Clause 16 (Governing Law and Jurisdiction), Clause 18 (Indemnity and Contribution) and Clause 22.6 (Notice) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 4.3. This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
- 4.4. This Amendment Agreement may be executed by delivery of a portable document format ("PDF") copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy or at any time thereafter upon request; provided, however, that the

failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Amendment Agreement.

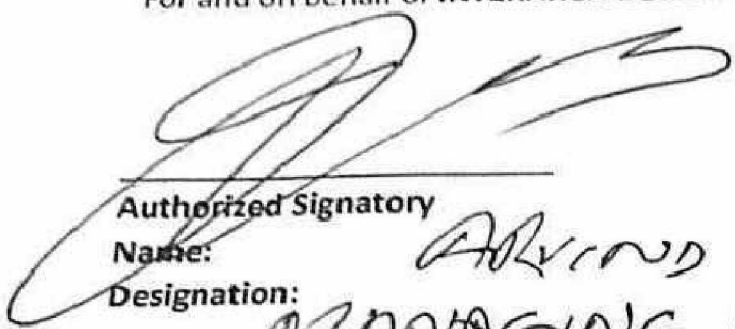
- 4.5. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by 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.
- 4.6. If any provision or any portion of a provision of this Amendment Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement or the Engagement Letter, 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. The Parties shall 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 with the benefits of the invalid or unenforceable provision.
- 4.7. 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 the Parties, provided that if the number of Equity Shares offered for sale by the Selling Shareholders changes between Draft Red Herring Prospectus and Red Herring Prospectus, references in this Amendment Agreement to the number of Equity Shares proposed to be sold by the Selling Shareholders shall be deemed to have been revised on the execution by the Selling Shareholders of an updated authorization/consent letter and countersigned by the Company, specifying the revised number of Equity Shares.

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND BOOK RUNNING LEAD MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

For and on behalf of INTERARCH BUILDING PRODUCTS LIMITED



Authorized Signatory

Name:

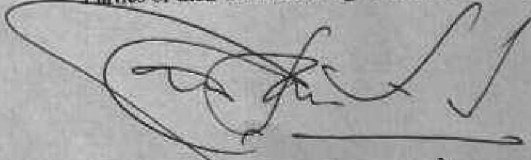
ARVIND VANDA

Designation:

MANAGING DIRECTOR

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TO THE OFFER AGREEMENT ENTERED INTO BY AND BETWEEN THE
COMPANY, SELLING SHAREHOLDERS AND BOOK RUNNING LEAD
MANAGERS.**

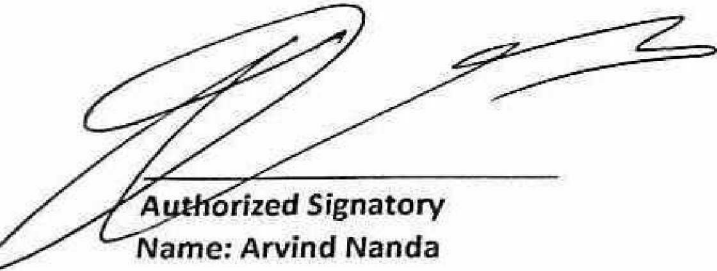
IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the
Parties or their authorised signatories on the day and year first above written.

A handwritten signature in black ink, appearing to read 'Gautam Suri', is written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping tail.

Authorized Signatory
Name: Gautam Suri

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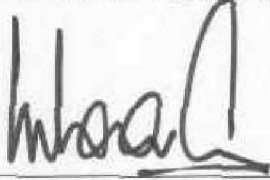
A handwritten signature in black ink, appearing to be 'Arvind Nanda', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the beginning and a long, sweeping tail that extends to the right.

Authorized Signatory

Name: Arvind Nanda

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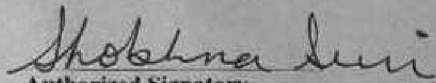
A handwritten signature in black ink, appearing to read 'Ishaan Suri', written over a horizontal line.

Authorized Signatory

Name: Ishaan Suri

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MANAGERS.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the
Parties or their authorised signatories on the day and year first above written.

A handwritten signature in cursive script, appearing to read "Shobhna Suri".

Authorized Signatory
Name: Shobhna Suri

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For and on behalf of OIH MAURITIUS LIMITED



Authorized Signatory

Name: Michael Callse

Designation: Director

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For and on behalf of **AMBIT PRIVATE LIMITED**

11



Authorized Signatory


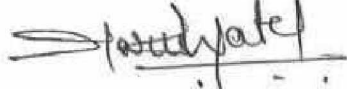
Name: Praveen Sangal

Designation: Director

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IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

For and on behalf of **AXIS CAPITAL LIMITED**



Authorised Signatory
Name: Harish Patel
Designation: AVP