





**AMENDED OFFER AGREEMENT DATED SEPTEMBER 26, 2024**

**TO THE OFFER AGREEMENT DATED MARCH 30, 2024**

**BY AND AMONGST**

**DEEPAK BUILDERS & ENGINEERS INDIA LIMITED**

**AND**

**DEEPAK KUMAR SINGHAL**

**AND**

**SUNITA SINGAL**

**AND**

**FEDEX SECURITIES PRIVATE LIMITED**

This Amendment Agreement to the Offer Agreement date March 30, 2024 (the “**Amended Offer Agreement**”) is made at Ludhiana on September 26, 2024 by and among:

**Deepak Builders & Engineers India Limited**, a public limited company incorporated under Companies Act 2013 and having its registered office at Ahluwalia Chambers, 1<sup>st</sup> floor, Plot No. 16 & 17, Local Shopping Centre, Madangir, near Pushpa Bhawan, South Delhi, New Delhi – 110 062, India (the “**Company**”, or “**Issuer 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**

**Deepak Kumar Singal** a citizen of India, aged 67 years residing at House No. 629 – DV Sector, B Aggar Nagar, Rajguru Nagar, Ludhiana -141 012, Punjab, India (hereinafter referred to as “**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**

**Sunita Singal** a citizen of India, aged 64 years residing at House No. 629 – DV Sector, B Aggar Nagar, Rajguru Nagar, Ludhiana -141 012, Punjab, India (hereinafter referred to as “**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**

**FEDEX SECURITIES PRIVATE LIMITED**, a company incorporated under Companies Act 1956 and having its registered office at 3rd Floor, B Wing, Jay Chambers, Dayaldas Road, Vile Parle East, Mumbai - 400057 (“**Fedex**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

In this Agreement, (i) Fedex is referred to as “**Book Running Lead Manager**” or “**BRLM**”, (ii) **Selling Shareholder 1, and Selling Shareholder 2** is referred to as the “**Promoter Selling Shareholder**”/ “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and (iii) the Company, the Selling Shareholders and the BRLM are collectively referred to as “**Parties**” and individually as “**Party**”.

## **WHEREAS**

1. The Company is proposing for the initial public offering of its equity shares of face value of ₹10 each of the Company (“**Equity Shares**”), comprising: (A) a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”), and (B) an offer for sale of its Equity Shares (“**Offered Shares**”) by the Selling Shareholders (the “**Offer for Sale**” and together with the Fresh Issue, “**Offer**”), in accordance with the Companies Act, 2013 as amended, including any rules, regulations, clarifications and modifications thereto (“**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, at such price as may be determined through the book building process as prescribed in Schedule XIII under the SEBI ICDR Regulations by the Company in consultation with the BRLM (the “**Offer Price**”);
2. In this regard, the size of the Offer i.e. 14,400,000 equity shares of face value of ₹10 each of the Company, comprising of a Fresh Issue of 12,000,000 Equity Shares by the Company and Offer for Sale of up to 2,400,000 Equity Shares by the Selling Shareholders was approved by the board of directors of the Company, pursuant to its resolution dated February 9, 2024 and by the shareholders of the Company pursuant to a special resolution dated March 12, 2024;
3. Pursuant to the SEBI ICDR Regulations, the Company, BRLM and the Selling Shareholder has entered into the Offer Agreement dated March 30, 2024, to record the terms and conditions stated therein;

4. The Company had filed the Draft Red Herring Prospectus dated April 9, 2024 (“**DRHP**”) read with Addendum to the DRHP dated May 29, 2024 with Securities and Exchange Board of India (the “**SEBI**”) in accordance with the SEBI ICDR Regulations.
5. Subsequently, the Company in consultation with the BRLM and the Selling Shareholders through its IPO Committee meeting dated September 26, 2024 decided to amend the size of the Offer in accordance with the Applicable Law.
6. Therefore, the parties in term of clause 20.1 of the Offer Agreement wishes to record the amendment to the Offer Agreement by way of this Amended Offer Agreement.

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

1. **INTERPRETATION**

All capitalized terms used in this Amended Offer 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 applicable). In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.

The Offer Agreement, as amended by the Amended Offer Agreement, shall stand modified to the extent stated in this Amended Offer Agreement. The terms and conditions of this Amended Offer Agreement shall be read and interpreted in conjunction with those of the Offer Agreement, as amended by the Amended Offer Agreement. The rules of interpretation set out in Section 1 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amended Offer Agreement, *mutatis mutandis*.

In case of conflict between the provisions of this Amended Offer Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amended Offer Agreement shall prevail.

All references to the Offer Agreement after the date of this Amended Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall refer to the Offer Agreement, as amended by this Amended Offer Agreement.

Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Offer Agreement, as amended by this Amended Offer Agreement.

## 2. AMENDMENT

**The Parties agree that the total size of the Offer constituting the Fresh Issue and the Offer for Sale stands amended as follows:**

*With respect to the total number of equity shares to be offered under the Fresh Issue and Offer for Sale, the Offer Size (in term so number of Equity shares to be offered under the Fresh Issue and Offer for Sale) has been reduced to 12,810,000 Equity Shares comprising a fresh issue of up to 10,700,000 Equity Shares and an offer for sale of up to 2,110,000 Equity Shares by the selling shareholders, comprising up to 1,920,000 Equity Shares by Selling Shareholder 1 and up to 190,000 Equity Shares by Selling Shareholder 2 from 14,400,000 Equity Shares comprising a fresh issue of up to 12,000,000 Equity Shares and an offer for sale of up to 2,400,000 Equity Shares by the selling shareholders, comprising up to 2,160,000 Equity Shares by Selling Shareholder 1 and up to 240,000 Equity shares by Selling Shareholder 2.*

## MISCELLANEOUS

Each Party, severally and not jointly and with respect to only itself, represents that this Amended Offer Agreement has been duly authorized, executed and delivered by, and is a valid and legally binding obligation of, such Party and enforceable against it in accordance with its terms.

This Agreement may be executed in separate 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.

This Amended Offer Agreement may be executed by delivery of a facsimile copy or 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 Amended Offer 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.

If any provision or any portion of a provision of this Amended Offer Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amended Offer 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.

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDED OFFER AGREEMENT EXECUTED AMONGST DEEPAK BUILDERS & ENGINEERS INDIA LIMITED, DEEPAK KUMAR SINGAL AND SUNITA SINGAL AND THE BOOK RUNNING LEAD MANAGER

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

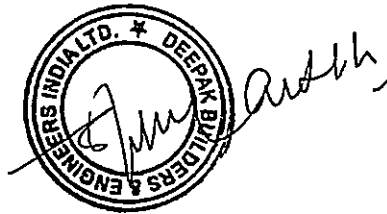
SIGNED by, for and on behalf of DEEPAK BUILDERS & ENGINEERS LIMITED



Authorised Signatory

Name: Deepak Kumar Singal


Designation: Managing Director



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDED OFFER AGREEMENT EXECUTED AMONGST DEEPAK BUILDERS & ENGINEERS INDIA LIMITED, DEEPAK KUMAR SINGAL AND SUNITA SINGAL AND THE BOOK RUNNING LEAD MANAGER**

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

**SIGNED** by, for and on behalf of **DEEPAK KUMAR SINGAL**

A handwritten signature in black ink, appearing to read 'Deepak Singal', is written over a horizontal line.

**Deepak Kumar Singal**

**Selling Shareholder 1**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDED OFFER AGREEMENT EXECUTED AMONGST DEEPAK BUILDERS & ENGINEERS INDIA LIMITED, DEEPAK KUMAR SINGAL AND SUNITA SINGAL AND THE BOOK RUNNING LEAD MANAGER**

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

**SIGNED** by, for and on behalf of **SUNITA SINGAL**

*Sunita Singal*

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**Sunita Singal**

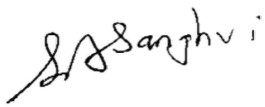

**Selling Shareholder 2**



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDED OFFER AGREEMENT EXECUTED AMONGST DEEPAK BUILDERS & ENGINEERS INDIA LIMITED, DEEPAK KUMAR SINGAL AND SUNITA SINGAL AND THE BOOK RUNNING LEAD MANAGER**

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

**SIGNED** by, for and on behalf of **BOOK RUNNING LEAD MANAGER**

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**Authorised Signatory**

**Name: Saipan Sanghvi**

**Designation: AVP**