



IN-GJ59903836310689X



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ59903836310689X
Certificate Issued Date : 14-Jul-2025 10:27 AM
Account Reference : IMPACC (SV)/ gj13225804/ GULBAI TEKRA/ GU-AH
Unique Doc. Reference : SUBIN-GJGJ1322580426853829937756X
Purchased by : M AND B Engineering Limited
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : Amendment to Offer Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : M AND B Engineering Limited
Second Party : Equirus Capital AND Dam Capital AND others
Stamp Duty Paid By : M AND B Engineering Limited
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO OFFER AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, SELLING SHAREHOLDERS, AND THE BRLMs.



₹500

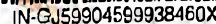


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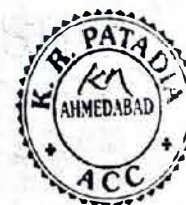
Statutory Alert:

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.



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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

JULY 16, 2025

AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED FEBRUARY 17, 2025

AMONGST

M & B ENGINEERING LIMITED

AND

GIRISHBHAI MANIBHAI PATEL

AND

CHIRAG HASMUKHBHAI PATEL

AND

VIPINBHAI KANTILAL PATEL

AND

BIRVA CHIRAG PATEL

AND

ADITYA VIPINBHAI PATEL

AND

UMABEN GIRISHBHAI PATEL

AND

EQUIRUS CAPITAL PRIVATE LIMITED

AND

DAM CAPITAL ADVISORS LIMITED

This **AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED FEBRUARY 17, 2025** (this “**Amendment Agreement**”) is entered into on July 16, 2025 (“**Effective Date**”) at Mumbai, Maharashtra amongst:

M & B ENGINEERING LIMITED, a company incorporated under the Companies Act, 1956 and having its registered and corporate office at MB House, 51, Chandrodaya Society, Opp. Golden Triangle Stadium Road, Post Navjivan, Ahmedabad – 380 014, 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) for the **FIRST PART**

AND

GIRISHBHAI MANIBHAI PATEL, a citizen of India, 77 years residing at Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mummatpura, Daskroi, Bopal, Ahmedabad, Gujarat – 380 058, India (hereinafter referred to as the “**Girishbhai**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in interest and permitted assigns) for the **SECOND PART**;

AND

CHIRAG HASMUKHBHAI PATEL, a citizen of India, aged 54 years residing at Diya Residence, Behind Karnavati Club, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad, Bopal, Gujarat - 380 058 India (hereinafter referred to as the “**Chirag**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **THIRD PART**;

AND

BIRVA CHIRAG PATEL, a citizen of India, aged 52 years residing at Diya Residence, Behind Karnavati Club, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad 380 058, Bopal, Gujarat, India (hereinafter referred to as the “**Birva**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include her successors-in-interest and permitted assigns) for the **FOURTH PART**;

AND

VIPIN K PATEL, a citizen of India, aged 77 years residing at 2, Nandanvan, Nr. Shaym Vihar, Opp. Silver Square, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat India (hereinafter referred to as the “**Vipinchandra**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **FIFTH PART**;

AND

ADITYA VIPINBHAI PATEL, a citizen of India, aged 40 years residing at 2, Nandanvan, Nr. Shayam Vihar, Opp. Silver Square, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat, India (hereinafter referred to as the “**Aditya**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **SIXTH PART**;

AND

UMABEN GIRISHBHAI PATEL, a citizen of India, aged 73 years residing at Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mummatpura, Daskroi, Bopal, Ahmedabad– 380 058, Gujarat (hereinafter referred to as the “**Umaben**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include her successors-in-interest and permitted assigns) for the **SEVENTH PART**;

AND

EQUIRUS CAPITAL PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its registered office at 12th Floor, C Wing, Marathon Futurex, N M Joshi Marg, Lower Parel 400 013, Mumbai, Maharashtra, India (hereinafter referred to as the “**Equirus**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) for the **EIGHTH PART**;

AND

DAM CAPITAL ADVISORS LIMITED, a company incorporated under the laws of India and whose registered office is situated at PG-1, Ground Floor, Rotunda Building, Dalal Street, Fort, Mumbai 400 001, Maharashtra, India, Mumbai, Maharashtra, India (“**DAM 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); for the **NINTH PART**.

In this Agreement,

- (i) Equirus and DAM Capital are collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**” or “**Managers**”;
- (ii) Girishbhai, Chirag, Birva, Vipin, and Aditya are collectively be referred to as the “**Promoter Selling Shareholders**”;
- (iii) Umaben is referred to as the “**Promoter Group Selling Shareholder**”;
- (iv) The “**Promoter Selling Shareholders**” and the “**Promoter Group Selling Shareholder**” are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and
- (v) 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 equity shares of face value ₹ 10 each of the Company (“**Equity Shares**”) comprising a fresh issue of such number of Equity Shares aggregating up to ₹ 2,750.00 million by the Company (“**Fresh Issue**”) and an offer for sale of up to such number Equity Shares aggregating up to ₹ 3,750.00 million (“**Offered Shares**”) by the Selling Shareholders (and such offer for sale, the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), through the book building method (“**Book Building**”), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”), at such price as may be determined or discovered through the book building process (the “**Book Building**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations and as agreed to by the Company, in consultation with the Book Running Lead Managers to the Offer, (the “**Offer Price**”) in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Laws (as defined below). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer includes an offer outside the United States to institutional investors in “offshore transactions” as defined in and in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and in accordance with the applicable laws 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 (as defined in the Offer Documents) by the Company, in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer may include a reservation of Equity Shares for subscription by Eligible Employees not exceeding 5% of the post-Offer paid-up Equity Share capital of the Company (the “**Employee Reservation Portion**”). The Company, in consultation with the BRLMs, may offer a discount on the Offer Price to Eligible Employees bidding in the Employee Reservation Portion.

- A. The board of directors of the Company (the “**Board of Directors**” or “**Board**”), pursuant to its resolution January 18, 2025 in accordance with the applicable provisions of the Companies Act, has approved and authorized the Offer. Further, pursuant to relevant provisions of the Companies

Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company at an extra-ordinary general meeting on February 12, 2025.

- B. The Company, and the Selling Shareholders have appointed the BRLMs to manage the Offer. The BRLMs have accepted the engagement in terms of the fee letter dated September 17, 2024. (the “**Fee Letter**”), subject to the terms and conditions set out in the Fee Letter.
- C. The Company had filed the draft red herring prospectus dated February 17, 2025 (the “**DRHP**”) in relation to the Offer with the Securities and Exchange Board of India (“**SEBI**”) and National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**”) (hereinafter, collectively referred to as the “**Stock Exchanges**”) in connection with the Offer in accordance with the SEBI ICDR Regulations.
- D. One of the erstwhile promoter selling shareholders of the Company, Leenaben Vipinbhai Patel, offering such number of Equity Shares jointly held with Vipin, aggregating up to ₹134.75 million, passed away on March 19, 2025.
- E. Accordingly, in terms of Clause 19.1 of the offer agreement dated February 17, 2025 (the “**Offer Agreement**”) the Parties wish to enter into this Amendment Agreement to record the above.

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

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, as the context requires.
- 1.2 Rules of interpretation set out in Clause 1.1 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. Amendments to the Offer Agreement

- 2.1 The existing recital to the Offer Agreement shall be substituted with the following, with immediate effect:

“M & B ENGINEERING LIMITED, a company incorporated under the Companies Act, 1956 and having its registered and corporate office at MB House, 51, Chandrodya Society, Opp. Golden Triangle Stadium Road, Post Navjivan, Ahmedabad – 380 014, 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) for the **FIRST PART**

AND

GIRISHBHAI MANIBHAI PATEL, a citizen of India, 77 years residing at Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mumatpura, Daskroi, Bopal, Ahmedabad, Gujarat – 380 058, India (hereinafter referred to as the “**Girishbhai**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in interest and permitted assigns) for the **SECOND PART**;

AND

CHIRAG HASMUKHBHAI PATEL, a citizen of India, aged 54 years residing at Diya Residence, Behind Karnavati Club, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad, Bopal, Gujarat - 380 058 India (hereinafter referred to as the “**Chirag**”, which

expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **THIRD PART**;

AND

BIRVA CHIRAG PATEL, a citizen of India, aged 52 years residing at Diya Residence, Behind **Karnavati Club**, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad 380 058, Bopal, Gujarat, India (hereinafter referred to as the “**Birva**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include her successors-in-interest and permitted assigns) for the **FOURTH PART**;

AND

VIPIN K PATEL, a citizen of India, aged 77 years residing at 2, Nandanvan, Nr. Shaym Vihar, Opp. **Silver Square**, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat India (hereinafter referred to as the “**Vipinchandra**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **FIFTH PART**;

AND

ADITYA VIPINBHAI PATEL, a citizen of India, aged 40 years residing at 2, Nandanvan, Nr. Shayam Vihar, Opp. Silver Square, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat, India (hereinafter referred to as the “**Aditya**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his successors-in-interest and permitted assigns) for the **SIXTH PART**;

AND

UMABEN GIRISHBHAI PATEL, a citizen of India, aged 73 years residing at Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mummatpura, Daskroi, Bopal, Ahmedabad– 380 058, Gujarat (hereinafter referred to as the “**Umaben**”, which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include her successors-in-interest and permitted assigns) for the **SEVENTH PART**;

AND

EQUIRUS CAPITAL PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its registered office at 12th Floor, C Wing, Marathon Futurex, NM Joshi Marg, Lower Parel 400 013, Mumbai, Maharashtra, India (hereinafter referred to as the “**Equirus**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) for the **EIGHTH PART**;

AND

DAM CAPITAL ADVISORS LIMITED, a company incorporated under the laws of India and whose registered office is situated at PG-1, Ground Floor, Rotunda Building, Dalal Street, Fort, Mumbai 400 001, Maharashtra, India, Mumbai, Maharashtra, India (“**DAM 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); for the **NINTH PART**.

In this Agreement,

- (i) Equirus and DAM Capital are collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**” or “**Managers**”;
- (ii) Girishbhai, Chirag, Birva, Vipin, and Aditya are collectively be referred to as the “**Promoter Selling Shareholders**”;
- (iii) Umaben is referred to as the “**Promoter Group Selling Shareholder**”;

- (iv) The “**Promoter Selling Shareholders**” and the “**Promoter Group Selling Shareholder**” are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and
- (v) the Company, the Selling Shareholders and the BRLMs are collectively referred to as the “**Parties**” and individually as a “**Party**”.”

2.2 Clause 1 (Definitions and Interpretation) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement, except as set out specifically herein, provided that:

“**Agreement**” shall mean this agreement entered into between the Parties as of the date hereof, and shall include reference to any amendments thereto;

2.3 Clause C of the Offer Agreement is shall be substituted with the following, with immediate effect:

“The Selling Shareholders have consented to participate in the Offer for Sale by way of their consent letters, for the respective number of shares offered by them, as indicated below:

S No.	Name of the selling shareholders	Number of Equity Shares offers	Date of consent letter
1.	Girishbhai Manibhai Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 1,533.50 million	February 12, 2025
2.	Chirag Hasmukhbhai Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 1,302.50 million	February 12, 2025
3.	Vipinbhai Kantilal Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 187.50 million	July 14, 2025
4.	Birva Chirag Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 385.00 million	February 12, 2025
5.	Aditya Vipinbhai Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 187.50 million	July 14, 2025
6.	Umaben Girishbhai Patel	Up to [●] Equity Shares of face value of ₹ 10 each aggregating up to ₹ 154.00 million	February 12, 2025

2.4 Clause D of the Offer Agreement is shall be substituted with the following, with immediate effect:

“The Board of Directors has taken on record the approval for the respective portion of the Offered Shares by the Selling Shareholders pursuant to a resolution dated July 14, 2025”

2.5 Clause 19.6 (Miscellaneous) of the Offer Agreement shall be substituted with the following, with immediate effect:

“Any notice between the Parties hereto relating to Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by electronic mail transmission to:

If to the Company:

M & B Engineering Limited
MB House, 51, Chandrodaya Society,
Stadium Road, Post Navjivan,
Ahmedabad 380 014, Gujarat, India
Email: compliance@mbel.in

Contact Person: Palak Dilipbhai Parekh - Company Secretary & Compliance Officer

If to the Promoter Selling Shareholders:

Girishbhai Manibhai Patel

Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mummatpura, Daskroi, Bopal, Ahmedabad, Gujarat – 380 058, India

Chirag Hasmukhbhai Patel

Diya Residence, Behind Karnavati Club, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad, Bopal, Gujarat - 380 058, India

Birva Chirag Patel

Diya Residence, Behind Karnavati Club, Opp. Spring Valley Gate-2, Mummatpura, Daskroi, Ahmedabad 380 058, Bopal, Gujarat, India

Vipin K Patel

2, Nandanvan, Nr. Shaym Vihar, Opp. Silver Square, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat India

Aditya Vipinbhai Patel

2, Nandanvan, Nr. Shayam Vihar, Opp. Silver Square, Thaltej – Shilaj Road – Thaltej, Ahmedabad 380 059, Gujarat, India

If to the Promoter Group Selling Shareholders:

Umaben Girishbhai Patel

Nisarg, Opp. Ace Tennis Club, B/h Karnavati Club, Mummatpura, Daskroi, Bopal, Ahmedabad–380 058, Gujarat, India

If to the BRLMs:

Equirus Capital Private Limited

12th Floor, C Wing, Marathon Futurex
N M Joshi Marg, Lower Parel
Mumbai – 400 013
Maharashtra, India.

Telephone: +91 22 4332 0700

E-mail: mb.ipo@equirus.com

Attention: Ankesh Jain

Designation: Associate Director

Telephone: +91 22 4332 0700

DAM Capital Advisors Limited

Altimus 2202: Level 22,
Pandukar Budhkar Marg,
Worli, Mumbai 400 018,
Maharashtra, India

Telephone: +91 22 4202 2500

E-mail: sonal@damcapital.in

Attention: Mrs. Sonal Katariya

Designation: Company Secretary and Compliance Officer”

3 MISCELLANEOUS

3.1 Understanding

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 hereof and be enforceable between the Parties hereof, for the term and duration contemplated therein, in accordance with the terms thereof.

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 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.

3.2 Ratification and Confirmation

This Amendment Agreement shall come into effect on and from the Effective Date. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement. Except as expressly amended herein, all terms, covenants, and conditions of the Offer Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Offer Agreement, other than the terms amended by this Amendment Agreement, shall apply *mutatis mutandis* to this Amendment Agreement in the manner set forth in 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. 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.

3.3 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 the Republic of India and subject to Clause 3.4 of this Amendment Agreement, the courts of Ahmedabad, India shall have sole and exclusive jurisdiction in all matters out of the arbitration proceedings arising pursuant to this Amendment Agreement.

3.4 Arbitration

Any Dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with the Clause 12 (*Arbitration*) of the Offer Agreement.

3.5 Severability

If any provision or any portion of a provision of this Amendment Agreement or the Fee Letter is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the Agreement or the Fee Letter, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties will 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.

3.6 Counterparts

This Amendment Agreement may be executed in one or more counterparts / originals including counterparts / originals transmitted by electronic mail each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one and the same document.

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This signature page forms an integral part of the Amendment Agreement executed amongst M & B Engineering Limited and Girishbhai Manibhai Patel and Chirag Hasmukhbhai Patel and Birva Chirag Patel and Vipinbhai Kantilal Patel and Aditya Vipinbhai Patel and Umaben Girishbhai Patel and Equirus Capital Private Limited and Dam Capital Advisors Limited

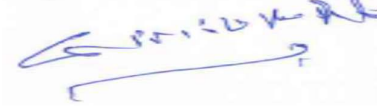
For and on behalf of **M & B Engineering Limited**



Name: Chirag Hasmukhbhai Patel
Designation: Joint Managing Director

This signature page forms an integral part of the Amendment Agreement executed amongst M & B Engineering Limited and Girishbhai Manibhai Patel and Chirag Hasmukhbhai Patel and Birva Chirag Patel and Vipinbhai Kantilal Patel and Aditya Vipinbhai Patel and Umaben Girishbhai Patel and Equirus Capital Private Limited and Dam Capital Advisors Limited

For **Girishbhai Manibhai Patel**



Name: **Girishbhai Manibhai Patel**

Designation: Promoter Selling Shareholder

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For **Chirag Hasmukhbhai Patel**



Name: **Chirag Hasmukhbhai Patel**
Designation: Promoter Selling Shareholder

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For **Birva Chirag Patel**



Name: *Birva Chirag Patel*

Designation: Promoter Selling Shareholder

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For **Vipinbhai Kantilal Patel**



Name: **Vipinbhai Kantilal Patel**

Designation: Promoter Selling Shareholder

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For **Aditya Vipinbhai Patel**



Name: **Aditya Vipinbhai Patel**

Designation: Promoter Selling Shareholder

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For **Umaben Girishbhai Patel**

A handwritten signature in black ink, appearing to read "U-G Patel", is written over a light blue rectangular background.

Name: **Umaben Girishbhai Patel**

Designation: Promoter Group Selling Shareholder

This signature page forms an integral part of the Amendment Agreement executed amongst M & B Engineering Limited and Girishbhai Manibhai Patel and Chirag Hasmukhbhai Patel and Birva Chirag Patel and Vipinbhai Kantilal Patel and Aditya Vipinbhai Patel and Umaben Girishbhai Patel and Equirus Capital Private Limited and Dam Capital Advisors Limited

For and on behalf of **Equirus Capital Private Limited**

A handwritten signature in black ink, appearing to read 'Venkatraghavan S.', is written over a circular purple ink stamp. The stamp contains the text 'EQUIRUS CAPITAL PVT. LTD.' around the top edge and 'MUMBAI' in the center, with a small star at the bottom.

Name: Venkatraghavan S.

Designation: Managing Director & Head - ECM

Date: July 17, 2025

This signature page forms an integral part of the Amendment Agreement executed amongst M & B Engineering Limited and Girishbhai Manibhai Patel and Chirag Hasmukhbhai Patel and Birva Chirag Patel and Vipinbhai Kantilal Patel and Aditya Vipinbhai Patel and Umaben Girishbhai Patel and Equirus Capital Private Limited and Dam Capital Advisors Limited

For and on behalf of **Dam Capital Advisors Limited**

A handwritten signature in blue ink, appearing to read 'Sharma', is written over a horizontal line. To the right of the signature is a circular blue stamp. The stamp contains the text 'Dam Capital Advisors Limited' around the perimeter and a small star in the center.

Name: Chandresh Sharma

Designation: SVP – Corporate Finance