

পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

P 935114

This stamp paper forms an unitegral part of amendment to the Registrar Agreement dated Tuly 28,2025 entered unito by and among Regaal Resources Limited, Selling Shareholders and HUFG Intime India Perivate Limited (formerly Link Intime India Perivate Limited Limited).

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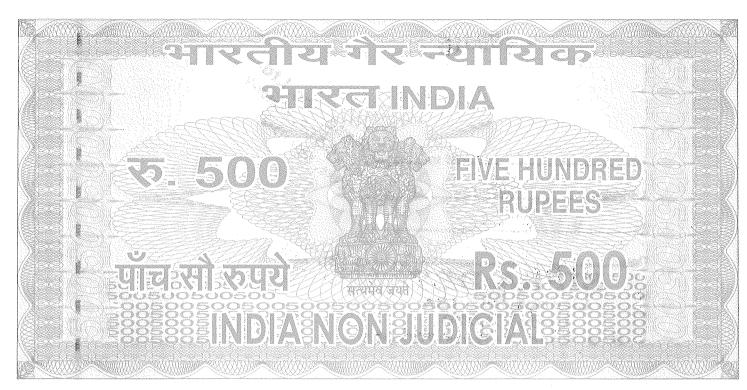


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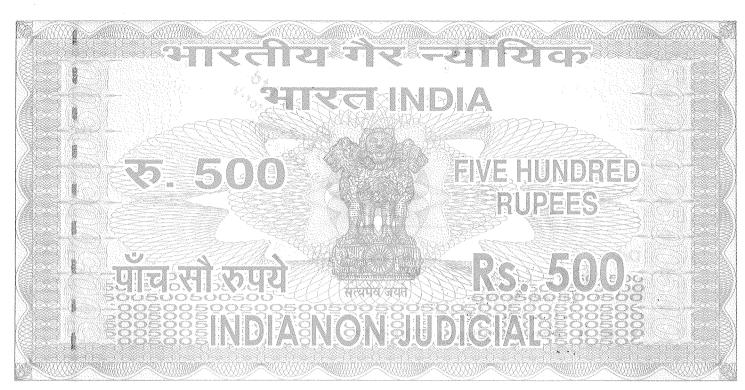


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P 935117

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# AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT DATED JULY 28, 2025

**AMONGST** 

**REGAAL RESOURCES LIMITED** 

AND

THE PERSONS SET OUT AT ANNEXURE A (COLLECTIVELY 'SELLING SHAREHOLDERS')

AND

MUFG INTIME INDIA PRIVATE LIMITED

(FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

This Amendment Agreement to the Registrar Agreement dated December 31, 2024 is made on this 28 day of July 2025 (**Effective Date**) at Kolkata amongst (**Amendment Agreement**):

**REGAAL RESOURCES LIMITED,** a company incorporated under the Companies Act, 1956 with corporate identification number U15100WB2012PLC171600 and having its registered office at 6<sup>th</sup> Floor, D2/2, Block-EP & GP, Sector -V, Kolkata - 700091, West Bengal, 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, of the **FIRST PART**;

#### AND

THE PERSONS SET OUT AT ANNEXURE A (collectively referred to as 'Selling Shareholders' and individually as 'Selling Shareholder', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors and permitted assigns, as may be contextually applicable) of the SECOND PART;

#### **AND**

MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED) a company incorporated under the Companies Act, 1956 with corporate identification number U67190MH1999PTC118368 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, India (hereinafter referred to as the **Registrar** or **Registrar to the Offer**), 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 **THIRD PART**.

In this Agreement, the Company, the Selling Shareholders and the Registrar are together referred to as '**Parties**', and individually as '**Party**', as the context may require.

#### **WHEREAS**

- 1. The Company and the Selling Shareholders are proposing to make an initial public offering along with an offer for sale of equity shares of face value of ₹ 5 each (Equity Shares), through the Book Building Process, as prescribed in Part A of Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (SEBI ICDR Regulations), at such price discovered through the Book Building Process and as agreed to by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers (Offer Price) (Offer). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer also includes an offer outside the United States, to certain institutional and other eligible foreign investors in "offshore transactions" as defined in and in reliance on Regulation S under the United States Securities Act of 1933, as amended (U.S. Securities Act) and the Applicable Laws of the jurisdictions where offers and sales are made.
- 2. In terms of Regulation 9A(1)(b) of the RTA Regulations read with Regulation 23(7) of the SEBI ICDR Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Parties for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties entered into a registrar agreement dated December 31, 2024 (**Registrar Agreement**).
- 3. The Company has filed a draft red herring prospectus dated December 31, 2024 (**DRHP**) with the Securities and Exchange Board of India (**SEBI**), the BSE Limited (**BSE**) and the NSE Limited (**NSE**, and along with BSE, hereinafter collectively referred to as '**Stock Exchanges**') in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of the SEBI and the Stock Exchanges on the DRHP, the Company proposes to file a Red Herring Prospectus with the Registrar of Companies, West

Bengal at Kolkata, (**RoC**) in accordance with the Companies Act, 2013 and subsequently with the SEBI and the Stock Exchanges in accordance with the SEBI ICDR Regulations, and upon successful completion of the Book Building Process, the Company proposes to file a Prospectus in relation to the Offer with the RoC in accordance with the Companies Act, 2013 and subsequently with SEBI and the Stock Exchanges in accordance with the SEBI ICDR Regulations.

- 4. The Registrar Agreement and the DRHP stated the size of the Fresh Issue as up to ₹ 1,900.00 million, and the size of the Offer for Sale by Selling Shareholders as up to 9,000,000 Equity Shares.
- 5. The Company has decided to increase the size of the Fresh Issue from ₹ 1,900.00 million to ₹ 2,100.00 million. One of the Selling Shareholder viz., Shruti Kishorepuria has also decided to increase her size of Offered Shares in the Offer for Sale from up to 1,800,000 Equity Shares to up to 2,212,000 Equity Shares, pursuant to which the size of the Offer for Sale will increase from up to 9,000,000 Equity Shares to up to 9,412,000 Equity Shares.
- 6. After execution of the Registrar Agreement, the Registrar has changed its name from Link Intime India Private Limited to MUFG Intime India Private Limited.
- 7. In accordance with Clause 55 of the Registrar Agreement, the Parties are desirous of recording inter alia the change in the terms of the Offer and are, therefore, entering into this Amendment Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth in this Amendment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

- All capitalized terms and other words and expressions used in this Amendment Agreement but not expressly defined herein shall bear the meanings assigned to them in the Registrar Agreement. Unless otherwise specified, references to recitals, clauses, sections and annexures shall mean references to recitals, clauses, and sections of the Registrar Agreement or this Amendment Agreement, as the case may be. All capitalized terms not specifically defined herein or in the Registrar Agreement shall, unless specifically defined in the Registrar Agreement or this Amendment Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the the Red Herring Prospectus and Prospectus in relation to the Offer including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with SEBI, BSE Limited, National Stock Exchange of India Limited and the Registrar of Companies, as may be applicable.
- 1.2 All terms and conditions regarding the interpretation and construction of the Registrar Agreement shall be deemed to be incorporated herein. In the event of conflict between the terms of the Registrar Agreement and this Amendment Agreement, the terms of this Amendment Agreement shall prevail.
- 1.3 Except as expressly specified hereinbelow, this Amendment Agreement shall become effective and modify, the Registrar Agreement on and from the Effective Date, and this Amendment Agreement shall be co-terminus with the Registrar Agreement.
- 1.4 Except to the extent expressly provided in this Amendment Agreement, this Amendment Agreement does not and shall not be construed to modify any other terms and conditions of the Registrar Agreement and the same shall continue to be in full force and effect.

## 2. **AMENDMENT**

- 2.1. The Parties agree that the existing Recital 1 of the Registrar Agreement shall stand deleted and replaced in its entirety as follows:
  - "1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (Equity Shares), through a fresh issue of Equity Shares by the Company aggregating up to ₹ 2,100 million (Fresh Issue) and an offer for sale of Equity Shares by the Selling Shareholders aggregating up to 9,412,000 Equity Shares (such Equity Shares, the Offered Shares and such offer for sale, the Offer for Sale), in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder (Companies Act), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (SEBI ICDR Regulations) and other applicable law, each as amended, (such Fresh Issue together with the Offer for Sale, the Offer), at such price as may be determined through the book building process (Book Building Process) as provided in Schedule XIII of the SEBI ICDR Regulations in terms of which the Offer is being made, by the Company in consultation with the book running lead managers to the Offer (Offer Price). The Offer may include allocation of Equity Shares on a discretionary basis to certain Anchor Investors in accordance with the SEBI ICDR Regulations."

# 2.2. The Parties agree that:

- a. The existing Recital 2 of the Registrar Agreement shall stand deleted in its entirety.
- b. All references to the Pre-IPO Placement, and all aspects of the Registrar Agreement pertaining to the Pre-IPO Placement, shall be deemed to have been omitted in their entirety.
- c. All references of from Link Intime India Private Limited in the Registrar Agreement shall be read as MUFG Intime India Private Limited (formerly Link Intime India Private Limited).
- d. All references of the SEBI Master Circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 or May Master Circular will be replaced with SEBI Master Circular bearing reference no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025, and the Parties shall perform its obligations as required in terms of the SEBI Master Circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 or May Master Circular in accordance with SEBI Master Circular bearing reference no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025;
- e. All references of the SEBI Master Circular bearing reference no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 will be replaced with SEBI Master Circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024, and the Parties shall perform its obligations as required in terms of the SEBI Master Circular bearing reference no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 in accordance with SEBI Master Circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024.
- 2.3. The Parties agree that the existing Recital 3 of the Registrar Agreement shall stand deleted and replaced in its entirety as follows:

"3. The board of directors of the Company (**Board**) have, pursuant to its resolution dated July 24, 2025 approved the Offer. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 23, 62(1)(c) of the Companies Act, have approved the Offer at the extraordinary general meeting of the Shareholders of the Company held on July 25, 2025."

# 3. REPRESENTATIONS AND WARRANTIES

- 3.1. Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
  - It has all requisite power and authority to enter into this Amendment Agreement and to consummate the transactions contemplated by this Amendment Agreement;
  - b. It has duly executed and delivered this Amendment Agreement, and this Amendment Agreement constitutes a valid and legally binding obligation enforceable against them in accordance with its terms;
  - c. It has obtained all necessary and required licenses, consents and permits to perform its respective obligations under this Amendment Agreement; and
  - d. The execution and delivery of this Amendment Agreement, and the performance of the obligations under this Amendment Agreement will not violate or conflict with, or exceed any limit imposed by:
    - i. Any Applicable Law or regulation to which the Parties are subject;
    - ii. Any other agreement, instrument or undertaking binding upon the Parties;
    - iii. The memorandum of association and articles of association or the relevant constitutional document(s) of the Parties; or
    - iv. Any order, decree, judgement of any court, regulator authority applicable to any of the Parties or any of the Parties' property or assets.
- 3.2. The Registrar represents and warrants to the other Parties hereto that it is duly incorporated and validly exists under Applicable Law. It has obtained a certificate of permanent registration dated January 29, 2025, with registration number INR000004058 from the SEBI and the certificate is valid from December 5, 2024 (Certificate), unless suspended or cancelled by SEBI. A copy of the registration certificate from SEBI is attached as Schedule I hereto. The Registrar agrees that it shall ensure that the Certificate shall remain in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar shall keep the Company, the Selling Shareholders and the BRLMs informed in writing on an immediate basis if due to any reason, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any statutory, regulatory, governmental, administrative, quasi-judicial and/or judicial authority.
- 3.3. The Registrar represents and warrants to the other Parties hereto that it has a clean track record and no penalty has been imposed upon it by SEBI during the last five years except in the case of (i) adjudication order no. Order/BM/JR/2022-23/23296 23297 dated January 31, 2023, passed by SEBI in the matter of a complaint by Pushpaben Rasiklal Patel; (ii) adjudication order No. Order/AN/SM/2024-25/31090 dated December 30, 2024

passed by the Adjudicating Officer, SEBI in the matter of Link Intime India Private Limited levying a monetary penalty amount of Rs. 1 Lakh, which penalty amount was paid on January 10, 2025; and (iii) adjudication order No. Order/NH/YK/2024-25/31191 dated February 11, 2025 passed by the Adjudicating Officer, SEBI in respect of Link Intime India Private Limited (Notice) in the matter of TSR Consultants Private Limited levying a monetary penalty amount of Rs. 1 Lakh, which penalty amount was paid on February 20, 2025. The Registrar represents and warrants to the other Parties that it has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI, or any other statutory, regulatory or supervisory authority, or court/ tribunal and that it is not debarred or suspended from carrying on its activities as a 'registrar to an offer' including the activities in relation to the Assignment, by SEBI or any other regulatory authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to immediately inform the Company, the Selling Shareholders and the BRLMs of such orders in writing and cooperate at no additional cost to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Company. In the event, (i) the Company and/or and their respective Affiliates and their directors, management, representatives, officers, employees, advisors, successors, permitted assigns and agents or other persons acting on its behalf and permitted assigns, and each other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, along with the Company, the Company Indemnified Parties) and/or (ii) the BRLMs and their respective Affiliates and their directors, management, representatives, officers, employees, advisors, successors, permitted assigns and agents or other persons acting on its behalf and permitted assigns, and each other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons(collectively along with the BRLMs, the BRLMs' Indemnified Parties), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, the Selling Shareholders and the BRLMs' Indemnified Parties as applicable, in accordance with the terms of this Agreement and as per the Letter of Indemnity (as defined in the Registrar Agreement), in case of BRLMs' Indemnified Parties.

#### 4. **COVENANT**

4.1. The Registrar undertakes to immediately, on the date of this Amendment Agreement, execute and deliver the Amendment to the letter of indemnity dated December 31, 2024 executed by the Registrar in favour of Pantomath Capital Advisors Private Limited and Sumedha Fiscal Services Limited, the book running lead managers to the Offer (BRLMs), in the format set out in Schedule II to the BRLMs, to indemnify, at all times, the BRLMs' Indemnified Parties for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs which may be made or commenced against the Company and/or the BRLMs by any Bidder or holder of the Equity Shares offered or any other third party as a consequence of any act or omission of or any failure, error or deficiency arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under the Registrar Agreement and / or this Amendment Agreement. Provided however in case of conflict between the Letter of Indemnity and the Registrar Agreement read with this Amendment Agreement, in relation to the indemnity of BRLMs' Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably agrees that all terms and

conditions mentioned in the Registrar Agreement as amended by this Amendment Agreement will apply to the Letter of Indemnity, and that entering into the Registrar Agreement as amended by the Amendment Agreement for performing its services to the Company and Selling Shareholders is sufficient consideration for the Letter of Indemnity. Subject to the foregoing, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct.

## 5. MISCELLANEOUS

- 5.1. <u>Entire Agreement:</u> The Parties agree and acknowledge that this Amendment Agreement and the Registrar Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment.
- Amendment: No amendment or modification of this Amendment Agreement or the Registrar Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorised officer or representative. The Parties also acknowledge, agree and undertake to amend the Registrar Agreement read with this Amendment Agreement to the extent necessary for complying with any change in law brought into effect after the execution of the Registrar Agreement read with this Amendment Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
- 5.3. <u>Counterparts</u>: This Amendment 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.
- 5.4. <u>Governing Law and Dispute Resolution</u>: The provisions of Clauses 46, 47, 48 and 49 of the Registrar Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 5.5. <u>Notices</u>: The provisions of Clause 45 of the Registrar Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 5.6. <u>Severability</u>: If any provision/s of the Registrar Agreement and / or this Amendment Agreement is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of the Registrar Agreement and / or this Amendment Agreement, as the case may be.

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

IN WITNESS WHEREOF the Parties have caused these presents to be executed on the day and year written hereinabove.

For and on behalf of REGAAL RESOURCES LIMITED For REGAAL RESOURCES LIMITED

Authorised Signatory Director

Name: Anii Kishoreputia
Designation: Chairman & Managing Disector

Signed by

Name: Anil Kishorepuria

Signed by

Shruti kishosep wia

Name: Shruti Kishorepuria

For and behalf of BFL Private Limited

For BFL PVT. LTD.

Auth. Signatory / Director

Name: Amil Kishprepuria

Designation: Director

For and behalf of SRM Private Limited

For SRM PVT. LTD.

Auth. Signatory / Director

Name: Amil Kishorepuria

Designation: Divector

For and on behalf of MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)



**Authorised Signatory** 

Name: Dhawal Adalja

**Designation: Vice President** 

# **ANNEXURE A**

(List Of Selling Shareholders)

Sr. No.	Name of Shareholder	Address	Date of Consent Letter	Date of corporate resolution/ power of attorney	Offered Shares
Promot	er Selling Shareholde	rs			
1.	Anil Kishorepuria	3, Hungerford Street, Kolkata - 700017	December 23, 2024	Not Applicable	Up to 3,095,440 Equity Shares
2.	Shruti Kishorepuria	3, Hungerford Street, Kolkata - 700017	July 23, 2025	Not Applicable	Up to 2,212,000 Equity Shares
3.	BFL Private Limited	6th Floor, D2/2, Block- EP & GP, Sector-V, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal, India, 700091	December 23, 2024	December 23, 2024	Up to 2,532,300 Equity Shares
Other Selling Shareholders					
4.	SRM Private Limited	6th Floor, D2/2, Block- EP & GP, Sector-V, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal, India, 700091	December 23, 2024	December 23, 2024	Up to 1,572,260 Equity Shares

- निर्माम रिजिस्ट्रार और FORM 8
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  (Registrars to an issue and Sharer transfer agents) Regulations, 1993
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This certificate of Registration shall be valid from 05/12/2024, unless Suspended or cancelled by the Board (Certificate re-Issued w.e.f 29.01.2025)

111. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमागयत्र तक विधिमान्य है।

III. Unless renewed, the certificate of registration is valid from

आदेश से भारतीय प्रतिभूति और विनिभय बोर्ड

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Securities and Exchange Boa

खान Place

Mumbai

erthar Date

January 29, 2025

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Narendra Rawa प्रापिकत हस्तावार