**AMENDMENT TO THE REGISTRAR AGREEMENT**

**DATED OCTOBER 28, 2025**

**BY AND AMONGST**

**CAPILLARY TECHNOLOGIES INDIA LIMITED**

**AND**

**THE SELLING SHAREHOLDERS AS LISTED IN ANNEXURE A**

**AND**

**THE ERSTWHILE SELLING SHAREHOLDERS AS LISTED IN ANNEXURE B**

**AND**

**MUFG INTIME INDIA PRIVATE LIMITED**
(*Formerly Link Intime India Private Limited*)

This amendment agreement to the Registrar Agreement (the "**Amendment Agreement**") is made at Karnataka, Bengaluru on October 28, 2025 ("**Execution Date**"), by and among:

1) **CAPILLARY TECHNOLOGIES INDIA LIMITED**, a company incorporated under the Companies Act, 2013, as amended, and having its registered office at #360 bearing PID No 101, 360, 15th Cross Rd, Sector 4, HSR Layout, Bengaluru -560102 Karnataka, 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**

2) **THE PERSONS MENTIONED IN ANNEXURE A** (the "**Selling Shareholders**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective authorized representatives, successors-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

3) **THE PERSONS MENTIONED IN ANNEXURE B** (the "**Erstwhile Selling Shareholders**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective authorized representatives, successors-in-interest and permitted assigns) of the **THIRD PART**;

**AND**

4) **MUFG INTIME INDIA PRIVATE LIMITED**, *(Formerly Link Intime India Private Limited)* a company incorporated under the Companies Act, 1956, as amended and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, 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**.

The persons listed in **Annexure A** are referred to as the "**Selling Shareholders**" and individually as the "**Selling Shareholder**", as the context may require; and the persons listed in **Annexure B** are referred to as the "**Erstwhile Selling Shareholders**" and individually as the "**Erstwhile Selling Shareholder**", as the context may require.

The Company, the Selling Shareholders, the Erstwhile Selling Shareholders and the Registrar are together referred to as "**Parties**" and individually as "**Party**", as the context may require, solely for the purposes of this Amendment Agreement.

**WHEREAS**

1. The Company is proposing to undertake an initial public offering of its equity shares of face value of ₹2 each ("**Equity Shares**") comprising of a fresh issue of Equity Shares by the Company (the "**Fresh Issue**") and an offer for sale of Equity Shares ("**Offered Shares**") by the Selling Shareholders ("**Offer for Sale**" and together with the Fresh Issue, the "**Offer**"), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other applicable laws.

2. The board of directors of the Company (the "**Board**"), pursuant to its resolutions dated May 23, 2025 and October 28, 2025, respectively, have authorized and approved 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 and authorized the Fresh Issue at the extraordinary general meeting of the shareholders of the Company held on May 29, 2025.

3. The Company filed a draft red herring prospectus dated June 18, 2025 ("**DRHP**") with the Securities and Exchange Board of India ("**SEBI**"), BSE Limited and National Stock Exchange of India Limited (together, the "**Stock Exchanges**") and is in the process of filing the Red Herring Prospectus and the Prospectus with the RoC.

4. The Company has received letters from the Erstwhile Selling Shareholders, expressing their intention to withdraw their participation from the Offer for Sale, details of which are as provided in **Annexure B**. Accordingly, the Parties now propose to enter into this Amendment Agreement to amend the Registrar Agreement.

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

1. **DEFINITIONS 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 Registrar Agreement or the DRHP, as the case may be.

(b) Rules of interpretation set out in Clause 1 of the Registrar 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 Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire understanding among the Parties hereto relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar 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, enforceable in accordance with the terms of this Amendment Agreement.

(d) In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. **AMENDMENT TO THE REGISTRAR AGREEMENT**

(a) The Parties agree that:

(i) Recital B of the Registrar Agreement shall be replaced entirely with the following:

"The board of directors of the Company (the "**Board**"), pursuant to its resolutions dated May 23, 2025 and October 28, 2025, respectively, have authorized and approved 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 and authorized the Fresh Issue at the extraordinary general meeting of the shareholders of the Company held on May 29, 2025."

(ii) **Schedule IV** to the Registrar Agreement shall be replaced with the **Annexure A** to this Amendment Agreement.

(iii) **Schedule V** to the Registrar Agreement shall be replaced with the **Annexure C** to this Amendment Agreement and the term "Selling Shareholder" shall be construed accordingly in this Amendment Agreement and the Registrar Agreement.

3. **MISCELLANEOUS**

(a) The Registrar 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 Registrar 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 amendment or modification of this Amendment Agreement or any of its terms or provisions 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.

(b) As on the Execution Date, this Amendment Agreement forms an integral part of the Registrar Agreement and thus, contains the whole agreement amongst the Parties relating to the transactions contemplated under the Registrar Agreement as amended by this Amendment Agreement.

4. **GOVERNING LAW**

This Amendment Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.

5. **COUNTERPARTS**

This Amendment Agreement may be executed in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS, THE ERSTWHILE SELLING SHAREHOLDERS AND THE REGISTRAR**

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **MUFG INTIME INDIA PRIVATE LIMITED** *(Formerly Link Intime India Private Limited)*

MUFG INTIME INDIA PRIVATE LIMITED

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**Authorised Signatory**

**Name: Dhawal Adalja**
**Designation: Vice President – Primary Market**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS, THE ERSTWHILE SELLING SHAREHOLDERS AND THE REGISTRAR**

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **CAPILLARY TECHNOLOGIES INDIA LIMITED**

G. Bhargavi

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**Authorised Signatory**

**Name: G. Bhargavi Reddy**
**Designation: Company Secretary and Compliance officer**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS, THE ERSTWHILE SELLING SHAREHOLDERS AND THE REGISTRAR**

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **CAPILLARY TECHNOLOGIES INTERNATIONAL PTE.LTD.**

Ramendra Kumar Pandey

**Authorised Signatory**

**Name: Ramendra Kumar Pandey**
**Designation: Director**

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**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **TRUDY HOLDINGS**

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**Authorised Signatory**

**Name: Nikesh Anand Muthoor**
**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS, THE ERSTWHILE SELLING SHAREHOLDERS AND THE REGISTRAR**

**IN WITNESS WHEREOF**, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **RONAL HOLDINGS LLC**

Chengan

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**Authorised signatory**

**Name: Shaleenee Chengan Mootoosamy**
**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR**

**IN WITNESS WHEREOF**, this Amendment Agreement to the Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **FILTER CAPITAL INDIA FUND I**

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**Authorised Signatory**

**Name:** Nitin Nayar
**Designation:** Authorised Signatory

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

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

**SIGNED BY G. Bhargavi Reddy** (as the power of attorney holder for Adarsh Reddy B, Harminder Sahni, Manjunath Nanjaiah, Sripathi Damodar Reddy, Sripathi Venkata Ramana Reddy and Sudhakar Reddy Katanguri)

G. Bhargavi

Name: G. Bhargavi Reddy

*Power of attorney holder*

## ANNEXURE A

| S. No. | Name of the Selling Shareholder |
|---|---|
| 1. | Capillary Technologies International Pte. Ltd. |
| 2. | Trudy Holdings |

<u>**ANNEXURE B**</u>

| S. No. | Name of Erstwhile Selling Shareholder | Date of notice of withdrawal |
|---|---|---|
| 1. | Filter Capital India Fund I | October 27, 2025 |
| 2. | Ronal Holdings LLC | October 27, 2025 |
| 3. | Sripathi Venkata Ramana Reddy | October 25, 2025 |
| 4. | Harminder Sahni | October 25, 2025 |
| 5. | Adarsh Reddy B | October 25, 2025 |
| 6. | Sudhakar Reddy Katanguri | October 25, 2025 |
| 7. | Sripathi Damodar Reddy | October 25, 2025 |
| 8. | Manjunath Nanjaiah | October 25, 2025 |

## ANNEXURE C

### AUTHORISATION FROM THE SELLING SHAREHOLDERS

| S. No. | Name of Selling Shareholder | Date of consent letter |
|---|---|---|
| 1. | Capillary Technologies International Pte. Ltd. | October 27, 2025 |
| 2. | Trudy Holdings | October 27, 2025 |