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(Please scan this QR Code to view this Addendum to the DLOF)



SEPC LIMITED

Our Company was incorporated on June 12, 2000 under the Companies Act, 1956 in the name and style 'Shriram EPC Limited'. A certificate of commencement of business was granted to our Company on June 30, 2000 by the Registrar of Companies, Tamil Nadu. Pursuant to the provisions of Section 391 to 394 of the Companies Act and pursuant to an order dated July 22, 2005 of the High Court of Madras, Shriram Engineering Construction Company Limited was merged with our Company with effect from April 1, 2004, since both companies were in the same line of business, namely, construction engineering. Subsequently, the name of our Company was changed to SEPC Limited pursuant to a certificate of incorporation dated February 12, 2021 issued by Registrar of Companies, Chennai. For details, in respect of change in the Registered Office of our Company, please see the chapter titled "General Information" on page 77 of the Draft Letter of Offer dated December 23, 2024 (the "Draft Letter of Offer").

Registered Office: 3rd Floor, Bascon Futura SV, No. 10/1 Venkatanarayana Road, T. Nagar, Thygarayanagar South NDS.O, Chennai – 600 017, Tamil Nadu, India;
Tel: +91 44 4900 5555;

Corporate Office: 4th Floor, Bascon Futura SV, 10/1 Venkatanarayana Road, Parthasarathy Puram, T.Nagar, Chennai – 600 017, Tamil Nadu, India;
Tel: +91 +91 44 4900 5555

Fax: N.A. **E-mail:** info@sepc.in; **Website:** www.sepc.in;

Contact Person: Thirupathi Sriraman, Company Secretary and Compliance Officer;

Corporate Identification Number: L74210TN2000PLC045167

NOTICE TO INVESTORS: ADDENDUM TO THE DRAFT LETTER OF OFFER (THE "ADDENDUM")

OUR PROMOTER - MARK A B CAPITAL INVESTMENT LLC

ISSUE OF UPTO [●] EQUITY SHARES OF FACE VALUE ₹ 10 EACH ("RIGHTS EQUITY SHARES") OF OUR COMPANY FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (INCLUDING A SHARE PREMIUM OF [●] PER EQUITY SHARE) (THE "ISSUE PRICE"), AGGREGATING UPTO ₹ 35,000 LAKHS ON A RIGHTS BASIS TO THE EXISTING EQUITY SHAREHOLDERS OF OUR COMPANY IN THE RATIO OF [●] ([●]) RIGHTS EQUITY SHARES FOR EVERY [●] ([●]) FULLY PAID-UP EQUITY SHARES HELD BY THE EXISTING EQUITY SHAREHOLDERS ON THE RECORD DATE, THAT IS ON [●], [●] (THE "ISSUE"). THE ISSUE PRICE FOR THE RIGHTS EQUITY SHARES IS [●] ([●]) TIMES OF THE VALUE OF THE EQUITY SHARES. FOR FURTHER DETAILS, PLEASE REFER TO THE CHAPTER TITLED "TERMS OF THE ISSUE" ON PAGE 308 OF THIS DRAFT LETTER OF OFFER.

PAYMENT METHOD*

Amount Payable per Rights Equity Share i.e. Issue Price	Face value (₹)	Premium (₹)	Total
On Application	5.00	[●]	[●]
On First and Final Call	5.00	[●]	[●]

*For details on the payment method, please refer to the chapter titled "Terms of the Issue" on page 246 of the Draft Letter of Offer.

Potential Bidders may note that the Company has, in consultation with the relevant stakeholders, decided to make certain updation in the sections titled "Definitions and Abbreviations", "Risk Factors", "The Issue", "Capital Structure", "Objects of the Issue" and "Terms of the Issue". Accordingly, the Draft Letter of Offer, including the sections titled "Risk Factors" on page 21, "The Issue" on page 75, "Capital Structure" on page 83, "Objects of the Issue" on page 92 and "Terms of the Issue" on page 246 of the DLOF shall stand updated. Potential Bidders may note that in order to assist the Bidders to get a complete understanding of the updated information, the relevant portions of the DLOF updated as mentioned above have been included in this Addendum.

The above changes are to be read in conjunction with the DLOF and accordingly their references in the DLOF stand amended pursuant to this Addendum. The information in this Addendum supplements the DLOF and updates the information in the DLOF, as applicable. Please note that the information included in the DLOF, including to the extent stated in this Addendum, will be suitably updated, as may be applicable in the Letter of Offer, as and when filed with the RoC, the SEBI and the Stock Exchanges. Investors should read the Letter of Offer as and when filed with the RoC, the SEBI and the Stock Exchanges before making an investment decision in the Offer. All capitalized terms used in this Addendum shall, unless the context otherwise requires, have the meaning ascribed to them in the Letter of Offer.

The Rights Entitlements and the Rights Equity Shares have not been and will not be registered under the Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States of America or the territories or possessions thereof ("United States"), except in a transaction not subject to, or exempt from, the registration requirements of the United States Securities Act of 1933 ("Securities Act") and applicable state securities laws. The offering to which this Draft Letter of Offer relates is not, and under no circumstances is to be construed as, an offering of any Rights Equity Shares or Rights Entitlement for sale in the United States or as a solicitation therein of an offer to buy any of the Rights Equity Shares or Rights Entitlement. There is no intention to register any portion of the Issue or any of the securities described herein in the United States or to conduct a public offering of securities in the United States.

This Addendum shall be made available to the public for comments, if any, for a period of at least 21 days, from the date of such filing with SEBI and will be available on their website www.sebi.gov.in, the websites of the Stock Exchanges i.e., www.nseindia.com and www.bseindia.com, the website of our Company at www.sepc.in and the website of the Lead Manager to the Issue, i.e., Sumedha Fiscal Services Limited at www.sumedhafiscal.com.

LEAD MANAGER TO THE ISSUE



SUMEDHA FISCAL SERVICES LIMITED

6A Geetanjali, 6th Floor,
8B Middleton Street, Kolkata – 700 071,
West Bengal, India.

Telephone: +91 332 229 8936 / 6813 5900

Facsimile: N.A.

Email id: rightsissue_mb@sumedhafiscal.com

Website: www.sumedhafiscal.com

Investor grievance: mb_compliance@sumedhafiscal.com

Contact Person: Ajay K Laddha

SEBI Registration Number: INM000008753

Validity of Registration: Permanent

REGISTRAR TO THE ISSUE



CAMEO CORPORATE SERVICES LIMITED

No. 01, Club House Road, Mount Road,
Chennai- 600 002, Tamil Nadu, India.

Telephone: +91 44 4002 0700/ 2846 0390

Facsimile: N.A.

Email: rights@cameoindia.com

Website: www.cameoindia.com

Online Investor Portal: <https://wisdom.cameoindia.com>

Investor Grievance Email id: investor@cameoindia.com

Contact Person: K. Sreepriya

SEBI Registration No.: INR000003753

Validity of Registration: Permanent

BID / ISSUE PROGRAMME

ISSUE OPENS ON	LAST DATE FOR ON MARKET RENUNCIATION*	ISSUE CLOSES ON**
[●]	[●]	[●]

*Eligible Equity Shareholders are requested to ensure that renunciation through off-market transfer is completed in such a manner that the Rights Entitlements are credited to the demat account of the Renouncees on or prior to the Issue Closing Date.

***Our Board or a duly authorized committee thereof will have the right to extend the Issue period as it may determine from time to time, provided that this Issue will not remain open in excess of 30 (Thirty) days from the Issue Opening Date (inclusive of the Issue Opening Date). Further, no withdrawal of Application shall be permitted by any Applicant after the Issue Closing Date.*

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SECTION I – GENERAL

DEFINITIONS AND ABBREVIATIONS

The following definitions shall be added in the section “Definitions and Abbreviations” beginning on page 3 of the Draft Letter of Offer.

Company-related terms

Term	Description
Addendum	This addendum dated April 16, 2025 to the draft letter of offer dated December 23, 2024 filed by our Company with SEBI and Stock Exchanges
Call(s)	Call notice(s) sent by the Company to each of the holders of the Rights Equity Shares as on the Call Record Date, for making a payment of Call Money
Call Money	Aggregate amount payable in respect of the Rights Equity Shares at the time of the Call(s), being, ₹ [●] per Equity Share, i.e. 50% of the Issue Price in respect of First and Final Call
Call Record Date	The date fixed by the Company for the purpose of determining the names of the holders of partly paid-up Rights Equity Shares for the purpose of issuing the Call(s)
Draft Letter of Offer/DLoF/DLOF	This draft letter of offer dated December 23, 2024, read with Addendum filed with SEBI and issued in accordance with the SEBI ICDR Regulations, filed with SEBI and the Stock Exchanges, including any addenda or corrigenda hereto.
First and Final Call	₹ [●] per Equity Share
Issue Price	₹ [●]/- per Rights Equity Share that will have to be paid at the time of application and one via full and final call determined, from time to time at its sole discretion, by our Board or its Rights Issue Committee.
Payment Schedule	Payment schedule under which 50% of the Issue Price is payable on Application, i.e., ₹ [●] per Rights Equity Share, and the balance unpaid capital constituting 50% of the Issue Price, i.e., ₹ [●] will have to be paid, on full and final call, as determined from time to time, at its sole discretion, by our Board or its Rights Issue Committee.

SECTION II – RISK FACTORS

The following additional risk factors set out below shall be included in the section “Risk Factors” beginning on page 21 of the Draft Letter of Offer.

21. Non-receipt of complete Call Money(ies) may have an impact of a consequential shortfall in Net Proceeds.

The Calls shall be deemed to have been made at the time when the resolution authorising such Calls is passed at the meeting of our Company’s Board of Directors. The Calls may be revoked or postponed at the discretion of our Company’s Board of Directors, from time to time. Pursuant to the provisions of the Articles of Association, the Investors would be given at least 15 days’ notice for the payment of the Calls. Our Company’s Board of Directors may, from time to time at its discretion, extend the time fixed for the payments of the Calls. Our Company, at its sole discretion, may send reminders for the calls as it deems fit, and if it does not receive the Call Money(ies) as per the timelines stipulated, it would forfeit the Application Money. Non-receipt of complete Call Money(ies) and a consequential forfeiture of the Application Money may lead to a shortfall in the Net Proceeds, which may have to be met out of internal accruals and may impact the business and expenditure plans. For details, see “Objects of the Issue” on page no. 107 of this Draft Letter of Offer.

63. From the Call Record Date for each Call prior to the final Call, the trading of the Rights Equity Shares would be suspended for a period under applicable law. Further, the Rights Equity Shares will not be traded with effect from the Call Record Date for the final call fixed for the determination of the Investors liable to pay Call Monies, with terms and conditions such as the number of Calls and the timing and quantum of each Call as may be decided by our Board or Rights Issue Committee from time to time. The holders of the Rights Equity Shares will not be able to trade in these securities till they are credited to the holders’ account as fully paid-up. Further, until the subsistence of Rights Equity Shares issued by way of this Issue, we may not be able to undertake certain forms of equity capital raising.

The Issue Price is ₹ [●]/- per Rights Equity Share. Investors will have to pay ₹[●]/- per Rights Equity Share which constitutes 50.00% of the Issue Price on Application and the balance ₹[●]/- per Rights Equity Shares which constitutes 50.00% of the Issue Price on one or more subsequent Call(s), as determined by our Company’s Board of Directors at their sole discretion, from time to time. The Rights Shares offered under this Issue will be listed under a separate ISIN. An active market for trading may not develop for the Rights Shares. This may affect the liquidity of the Rights Shares and restrict your ability to sell them.

If our Company does not receive the Call Money from the Rights Shareholders as per the timelines stipulated in the Call notice, unless extended by our Board, the defaulting Rights Shareholders will be liable to pay interest as may be fixed by our Board unless waived or our Company may forfeit the Application Money and any Call Money received for previous Calls made, in accordance with the Companies Act, 2013 and our Company’s Articles of Association. For further details, please refer to the section titled “Terms of the Issue” on page 262 of this Draft Letter of Offer. Rights Shareholders are only entitled to dividend in proportion to the amount paid-up and the voting rights (exercisable on a poll) by investors shall also be proportional to such investor’s share of the paid-up Equity Share capital of our Company. If certain investors do not pay the full amount, we may not be able to raise the amount proposed under this Issue.

The ISIN [●] representing partly paid-up Rights Shares will be terminated after the Call Record Date for the final Call. On payment of the final Call-in respect of the partly paid-up Rights Shares, such partly paid-up Rights Shares would be converted into fully paid-up Equity Shares and shall be listed and identified under the existing ISIN INE964H01014 for our fully paid-up Equity Shares. Our Company would fix a Call Record Date for the purpose of determining the list of allottees to whom the notice for the final Call would be sent. From the Call Record Date for each Call prior to the final Call, the trading of the Rights Shares would be suspended for an applicable period under the applicable law. Further, with effect from the Call Record Date, trading in the partly paid-up Equity Shares for which final Call have been made, would be suspended prior to the Call Record Date, for such period as may be applicable under the rules and regulations. Furthermore, the holders of the partly paid-up Rights Equity Shares will not be able to trade in these shares until they are credited to the holders’ account as fully paid-up Rights Shares. Similarly, for an applicable period, from the Call Record Date for each Call, the trading of the Rights Shares would be suspended under the applicable law.

Further, there is little history of trading of partly paid-up shares in India and therefore there could be less liquidity in this segment, which may cause the price of the Rights Shares to fall and may limit ability of Investors to sell the Rights Shares. There may also be a risk of the Rights Shares not forming part of the index.

Further, until the subsistence of Rights Shares, we cannot undertake further rights issues, further public offers, or bonus issues. In terms of Regulations 62 and 104 of the SEBI ICDR Regulations, an issuer making a rights issue or further public offer is required to ensure that all its existing partly paid-up equity shares have either been fully paid-up or have been forfeited. Additionally, a bonus issue will not be permitted under law till the subsistence of partly paid-up equity shares in terms of Regulation 293 of the SEBI ICDR Regulations.

64. Non-receipt of complete Call Money(ies) may have an impact of a consequential shortfall in Net Proceeds and shall also result in forfeiture of the Rights Equity Shares allotted to such Eligible Equity Shareholders who fail to pay Call Money(ies).

The Calls shall be deemed to have been made at the time when the resolution authorizing such calls is passed at the meeting of our Board/ Rights Issue Committee. The Calls may be revoked or postponed at the discretion of our Board/ Rights Issue Committee, from time to time. Pursuant to the provisions of the Articles of Association, investors will be given at least 15 days' notice in writing for the payment of the Calls. Our Board/ Rights Issue Committee may, from time to time at its discretion, extend the time fixed for the payments of the Calls. Our Company, at its sole discretion, may send reminders for the calls as it deems fit, and if it does not receive the Call Money(ies) as per the timelines stipulated, it would forfeit the Application Money. Non-receipt of complete Call Money(ies) and a consequential forfeiture of the Application Money may lead to a shortfall in the Net Proceeds, which may have to be met out of internal accruals and may impact the business and capital expenditure plans. For details, see "*Objects of the Issue*" on page 107.

The non-receipt of the Call Monies within the timelines stipulated would also result in forfeiture of the Rights Equity Shares of such Eligible Equity Shareholders in accordance with the Companies Act, 2013 and Articles of Association.

Risk Factor 78 shall be modified in the following manner in the section "Risk Factors" beginning on page 21 of the Draft Letter of Offer.

Rights of shareholders under Indian laws may be more limited than under the laws of other jurisdictions.

Indian legal principles related to corporate procedures, directors' fiduciary duties and liabilities, and shareholders' rights may differ from those that would apply to a company in another jurisdiction. Shareholders' rights including in relation to class actions, under Indian law may not be as extensive as shareholders' rights under the laws of other countries or jurisdictions. Investors may have more difficulty in asserting their rights as shareholder in an Indian company than as shareholder of a corporation in another jurisdiction. In accordance with the provisions of the Companies Act, the voting rights of an equity shareholder in a company shall be in proportion to the share of a person in the paid-up equity share capital of that company. Further, Section 106(1) of the Companies Act read with the Articles of Association specifically provides that no member shall exercise any voting right in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid. Therefore, the rights of holders of the Rights Equity Shares will not be *pari passu* with the rights of the other shareholders of our Company in case of non-payment of Call Money(ies).

SECTION III – INTRODUCTION

THE ISSUE

The following modifications as set out below shall be made in the section “The Issue” beginning on page 75 of the Draft Letter of Offer.

Particulars	Details of Equity Shares
Money payable at the time of Application	₹ [●]
Money payable at the time of First Call and Final Call	₹ [●]
Call Payment Period	A period as may be fixed by the Board or its committee to enable the payment of the Calls by the holders of partly paid-up Rights Equity Shares

Terms of Payment

The terms of payment for this Issue are as follows:

Amount payable per Rights Equity Share	Face Value (₹)	Premium (₹)	% of Issue Price	Total (₹)
On Application	5.00	[●]	[●]	[●]
On First and Final Call	5.00	[●]	[●]	[●]
Total	10.00	[●]	[●]	[●]

CAPITAL STRUCTURE

The following modifications as set out below shall be made in the section “Capital Structure” beginning on page 83 of the Draft Letter of Offer.

The Equity Share capital of our Company, as on the date of this Letter of Offer and after giving effect to the Issue is set forth below:

<i>Amount (in ₹ Lakhs, except share data)</i>			
Sr. No	Particulars	Aggregate value at nominal value	Aggregate value at Issue Price*
C.	Present Issue in terms of this Letter of Offer⁽¹⁾⁽²⁾		
	Fresh Issue of up to [•] Equity Shares of face value of ₹ 10/- each at a price of ₹ [•]/- per equity share	35,000.00	[•]
E.	Securities Premium Account		
	Before the Issue	1,96,992.35	
	After the calls are made in respect of Rights Equity shares ⁽³⁾		[•]

(2) The Equity Share Capital after the Issue includes the full value of the Rights Equity Shares allotted in the Issue. However, the Eligible Equity Shareholders will be required to pay 50% of the Issue Price at the time of payment of Application Money and 50% of the Issue Price shall be paid on or before the date of First and Final Call.

(3) Assuming full payment of calls by holders of Rights Equity Shares.

11. The Equity Shares to be issued pursuant to the Issue shall be partly paid-up at the time of Allotment and made fully paid up with the help of subsequent calls. The Equity Shares will be forfeited for non-payment of calls within 12 months from the date of allotment of Rights Equity Shares.

OBJECTS OF THE ISSUE

The following headings and corresponding disclosures set out below shall be added in the section “Objects of the Issue” beginning on page 92 of the Draft Letter of Offer.

Proposed Schedule of Implementation and Deployment of Funds

We propose to deploy the Net Proceeds towards the aforesaid objects in accordance with the estimated schedule of implementation and deployment of funds set forth in the table below:

(₹ in lakhs)

Sr. No.	Particulars	Estimated Amount to be funded from the Net Proceeds*	Proposed schedule for deployment of the Net Proceeds in Financial year 2025- 2026	Proposed schedule for deployment of the Net Proceeds in Financial year 2025- 2026
			At Application	Through First and Final call
	Funding for Payment of Non-Convertible Debentures including redemption and Interest	14,000.00	-	14,000.00
2.	Repayment/Pre-payment, in full or part, of certain borrowings availed by the Company	1,500.00	1,000.00	500.00
3.	Funding for increasing the additional Margin of Non- Fund Based Limits	1,500.00	-	1,500.00
4.	To augment the existing and incremental working capital requirement of our Company	16,000.00	16,000.00	-
5.	General Corporate Purposes*	[●]	[●]	[●]
Net proceeds from the Issue**		[●]	[●]	[●]

#The amount to be utilized for General corporate purposes will not exceed 25% of the Gross Proceeds;

*Assuming full subscription in the Issue and subject to finalization of the Basis of Allotment and to be adjusted per the Rights Entitlement ratio;

SECTION VII – ISSUE INFORMATION

TERMS OF THE ISSUE

The following headings and corresponding disclosures set out below shall be added in the section “Terms of the Issue” beginning on page 246 of the Draft Letter of Offer.

Terms of Payment:

The Issue Price of ₹[●] per Rights Equity Share is payable as follows:

Amount payable per Rights Equity Share(₹)	Face Value	Premium	Total
On Application	5.00	[●]	[●]
On First and Final Call	5.00	[●]	[●]
Total	10.00	[●]	[●]

**Investors shall be required to make the balance payment towards the Call notice by the due date, which shall be separately notified by our Company.*

Note:

1. Out of the amount of ₹[●] paid on the Application, ₹ [●] would be adjusted towards the face value of the Rights Equity Shares and ₹ [●] shall be adjusted towards the premium of the Rights Equity Shares; and
2. Out of the amount of ₹ [●] paid on First and Final Call, ₹ [●] would be adjusted towards the face value of the Rights Equity Shares and ₹ [●] shall be adjusted towards the premium of the Rights Equity Shares.
3. Call notice for First and Final Call shall be sent by our Company for making the payment towards the balance amount due.
4. Rights Equity Shares in respect of which the Call payable remains unpaid may be forfeited at any time after the due date for payment of the balance amount due.

Procedure for Call Notice(s)

The Company would convene a meeting of the Board or its committee thereof, to pass the required resolutions for making the Call and suitable intimation would be given by the Company to the Stock Exchanges. Further, advertisements for the same will be published in one (1) English national daily newspaper, one (1) regional language daily newspaper, one (1) in Hindi national daily newspaper and one (1) regional language daily newspaper, all with wide circulation. The First and Final Call shall be deemed to have been made at the time when the resolution authorizing each such Call is passed at the meeting of the Board. The Call may be revoked or postponed at the discretion of the Board. Pursuant to the provisions of the Articles of Association of the Company, the Investors would be given at least fourteen (14) days' notice for the payment of the Call. The Board may, from time to time at its discretion, extend the time fixed for the payments of the Call. If the Investors fail to pay the First and Final Call within the due date fixed by the Board or any extension thereof, the application money already paid may be forfeited.

Record date for Call(s) and suspension of trading

The Company would fix record date giving at least seven (07) days prior notice to the Stock Exchanges for the purpose of determining the list of Equity Shareholders to whom the notice for the Call pursuant to the First and Final Call would be sent. Once the record date has been fixed, trading in the partly paid Rights Shares for which the Call has been made would be suspended prior to such record date that has been fixed for such Call.

Separate ISIN for Partly Paid-up Shares

In addition to the present ISIN for the existing Equity Shares, our Company would obtain a separate ISIN Rights Equity Shares, until fully paid-up. The Rights Equity Shares offered under the Issue will be traded under a separate ISIN for the period as may be applicable under the rules and regulations prior to the record date for the First and Final Call. The ISIN representing the Rights Equity Shares will be terminated after the Record Date for the First and Final Call. On payment of the First and Final Call money in respect of the Rights Equity Shares, such Rights Equity Shares

would be fully paid up and merged with the existing ISIN for our Equity Shares.

Listing of Partly Paid-up Equity Shares

The partly paid-up Rights Equity Shares would be listed on the Stock Exchange. For an applicable period, under the rules and regulations, prior to the record date for the Call, the trading of the Rights Equity Shares would be terminated. The process of corporate action for crediting the Rights Equity Shares to the Investors' demat accounts may take about two (02) weeks' time from the last date of payment of the account under the Call notice. The process of corporate action for crediting the fully paid-up Rights Equity Shares to the Investors' demat accounts may take about two (02) weeks' time from the last date of payment of the account under the First and Final Call.

The listing and trading of the partly paid-up Rights Equity Shares shall be based on the current regulatory framework applicable thereto. Any change in the regulatory regime would accordingly affect the schedule.

Rights of instrument holder

Each Rights Equity Share shall rank pari passu with the existing Equity Shares of the Company, once fully paid up.

Terms of Payment:

The Issue Price of ₹ [•] per Rights Equity Share is payable as follows:

Amount payable per Rights Equity Share(₹)	Face Value	Premium	Total
On Application	5.00	[•]	[•]
On First and Final Call	5.00	[•]	[•]
Total	10.00	[•]	[•]

**Investors shall be required to make the balance payment towards the Call notice by the due date, which shall be separately notified by our Company.*

The Lead Manager and our Company accept no responsibility to bear or pay any cost, applicable taxes, charges and expenses (including brokerage), and such costs will be incurred solely by the Investors.

SECTION XI - OTHER INFORMATION

DECLARATION

We hereby declare that all relevant provisions of the Companies Act 2013 and the rules, regulations and guidelines issued by the Government of India, or the rules, regulations or guidelines issued by the SEBI, established under Section 3 of the Securities and Exchange Board of India Act, 1992, as the case may be, have been complied with and no statement made in this Addendum to the Draft Letter of Offer is contrary to the provisions of the Companies Act 2013, the Securities Contracts (Regulation) Act, 1956, the Securities Contract (Regulation) Rules, 1957 and the Securities and Exchange Board of India Act, 1992, each as amended, or the rules, regulations or guidelines issued thereunder, as the case may be. We further certify that all the statements and disclosures made in this Addendum to the Draft Letter of Offer are true and correct.

SIGNED BY THE DIRECTORS OF OUR COMPANY

Sd/-

Abdulla Mohammad Ibrahim Hassan Abdulla
(Chairman and Non-Executive Director)

Sd/-

Nemmara Krishnan Suryanarayanan
(Managing Director and Chief Executive Officer)

Sd/-

Dr. Ravichandran Rajagopalan
(Independent Director)

Sd/-

Dr. Arun Kumar Gopalaswamy
(Independent Director)

Sd/

Rajesh Kumar Bansal
(Independent Director)

Sd/

Sundaram Gayathri
(Independent Director)

SIGNED BY THE CHIEF FINANCIAL OFFICER

Sd/-

Chandrasekharan Sivaprakasam Ramalingam

Place: Chennai, Tamil Nadu

Date: April 16, 2025