भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ 11 AUG 2026 FB 370774

कोषागार कार्यालय ठाणे

3 AUG 2026

प्रमुख लिपीक / लिपीक

Amendment to the Offer Agreement

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED 20.08.2026 TO THE OFFER AGREEMENT DATED OCTOBER 14, 2025, EXECUTED BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND DAM CAPITAL ADVISORS LIMITED

11 AUG 2026

जोडपत्र-१ /Annexure-II

१.मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	50574
२. दस्ताचा प्रकार	Ags
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	PRASOL CHEMICALS LIMITED Prasol House, Plot No A-17/2/3, TTC Industrial Area, Khairne MIDC, Khairne, Navi Mumbai-400710.
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याचे सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई	सौ. [illegible] आर. बिरादार परवाना क्र. १२०१०२४

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

AMENDMENT AGREEMENT DATED AUGUST 20, 2026

TO THE OFFER AGREEMENT DATED OCTOBER 14, 2025

BY AND AMONG

PRASOL CHEMICALS LIMITED

AND

SELLING SHAREHOLDERS

AND

DAM CAPITAL ADVISORS LIMITED

This Amendment Agreement dated August 20, 2026 to the Offer Agreement dated October 14, 2025 ("**Amendment Agreement**") is entered into at Mumbai, India, by and among:

1. **PRASOL CHEMICALS LIMITED,** a company incorporated under the Companies Act, 1956 and having its registered office at Prasol House, Plot No A - 17/2/3, T. T. C, Industrial Area, Khairne M.I.D.C., Navi Mumbai 400 710, Maharashtra, 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**;

2. **THE PERSONS LISTED IN PART I OF ANNEXURE A** of this Amendment Agreement (hereinafter referred to as the "**Promoter Selling Shareholders**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and permitted assigns, of the **SECOND PART**;

3. **THE PERSONS LISTED IN PART II OF ANNEXURE A** of this Amendment Agreement (hereinafter referred to as the "**Promoter Group Selling Shareholders**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and permitted assigns, of the **THIRD PART**; and

4. **THE PERSONS LISTED IN PART III OF ANNEXURE A** of this Amendment Agreement (hereinafter referred to as the "**Other Selling Shareholders**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and permitted assigns, of the **FOURTH PART**; and

5. **DAM CAPITAL ADVISORS LIMITED**, a company incorporated under the laws of India and having its registered office at PG - 1, Ground Floor, Rotunda Building, Dalal Street, Fort, Mumbai - 400 001, Maharashtra, India and corporate office at Altimus 2202, Level 22, Pandurang Budhkar Marg, Worli, Mumbai – 400018, Maharashtra, India (hereinafter referred to as "**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, of the **FIFTH PART**;

In this Agreement, (i) DAM Capital is referred to as the "**Book Running Lead Manager**" or the "**BRLM**"; (ii) the Promoter Selling Shareholders, Promoter Group Selling Shareholders and the Other Selling Shareholders are together referred to as the "**Selling Shareholders**" and individually as a "**Selling Shareholder**"; and (iii) the Company, the Selling Shareholders, and the BRLM 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 ₹ 2 each of the Company ("**Equity Shares**"), comprising a fresh issue of up to ₹ 800 million by the Company ("**Fresh Issue**") and an offer for sale of Equity Shares aggregating up to ₹ 4,200 million ("**Offered Shares**") by the Selling Shareholders, as set out in Annexure A hereto (such offer for sale, the "**Offer for Sale**" and together with the Fresh Issue, the "**Offer**"). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder, each as amended from time to time ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**") and other applicable laws including the UPI Circulars (*defined hereunder*), at such price as may be determined or discovered through the book building process (the "**Book Building Process**") as prescribed in Schedule XIII of the SEBI ICDR Regulations including the UPI Circulars, in consultation with the BRLM, (the "**Offer Price**") and in accordance with the Companies Act, SEBI ICDR Regulations and other applicable laws and regulations. The Offer may include allocation of Equity Shares to certain Anchor Investor(s) (*defined hereunder*), in consultation with BRLM, on a discretionary basis. The Offer will be made (i) within India only to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined and in reliance upon Regulation S under the U.S. Securities Act of 1933, as amended ("**Regulation S**"), and (ii) outside the United States in "offshore transactions" as defined and in reliance upon Regulation S and in accordance with the applicable laws of the jurisdictions where offers and sales occur.

(B) The board of directors of the Company (the "**Board of Directors**" or "**Board**") pursuant to a resolution dated February 21, 2025, have approved and authorized the Offer. Further, the shareholders of the Company have approved the Fresh Issue portion of the Offer by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013 at their extra ordinary general meeting held on June 18, 2025. The Board of Directors and IPO Committee have taken on record the consent of the Selling Shareholders to participate in the Offer for Sale pursuant to their resolutions dated October 14, 2025, and August 20, 2026, respectively.

(C) Each of the Selling Shareholders have authorized and consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters, as applicable, the details of which are set out in **Annexure A** of this agreement.

(D) The Company and the Selling Shareholders have appointed the BRLM to manage the Offer as the book running lead manager, and the BRLM has accepted the engagement in terms of the engagement letter dated January 17, 2025 (the "**Engagement Letter**"), subject to the terms and conditions set forth therein. The agreed fees and expenses payable to the BRLM for managing the Offer are set forth in the Engagement Letter.

(E) The Company had filed the draft red herring prospectus dated October 14, 2025, read with its corrigenda dated January 22, 2026, and April 13, 2026 (collectively, 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.

(F) In terms of the SEBI ICDR Regulations, the Parties had entered into the offer agreement dated October 14, 2025 ("**Offer Agreement**") to set forth certain terms and conditions for and in connection with the Offer. In accordance with Section 2.10 of the Offer Agreement, Selling Shareholders may, prior to the date of filing of the Red Herring Prospectus, increase or reduce the size of their respective portion of the Offered Shares in the Offer or withdraw from the Offer, only after prior written notification to and consultation with the Company and the Book Running Lead Manager; provided that a Selling Shareholder may withdraw from the Offer, or increase or reduce the size of its portion of the Offered Shares in the Offer, only with prior written consent of the Company and the Book Running Lead Manager, to the extent such change (by one Selling Shareholder or collectively by more than one Selling Shareholder) would not require a re-filing of the Draft Red Herring Prospectus in terms of Schedule XVI of the SEBI ICDR Regulations.

(G) Post filing of the DRHP, Suhagi Dhaval Parikh (held jointly with Dhaval Nalin Parikh) and Mihir Bharat Kapadia, who had earlier consented to participate in the Offer as Promoter Group Selling Shareholder and Other Selling Shareholders , respectively, have by way of their letters dated August 10, 2026 and August 10, 2026, respectively, informed the Company and the BRLM about their intention to withdraw their participation from the Offer for Sale and to terminate the Offer Agreement with respect to themselves ("**Withdrawal Letters**"). By way of resolution dated August 20, 2026, the IPO Committee, has taken on record the Withdrawal Letters. Further, certain Selling Shareholders have, pursuant to their respective consent letters set out in **Annexure A** of this Agreement, informed the Company and the BRLM of the revision in their respective portions of the Offered Shares and accordingly have revised their respective consent letters, as set out in **Annexure A**. The IPO Committee has taken on record the consent of such Selling Shareholders to participate in the Offer for Sale pursuant to its resolution dated August 20, 2026.

(H) The withdrawal from the Offer by any Selling Shareholder or termination of the Offer Agreement by or in relation to any one Selling Shareholder shall not mean that the Offer Agreement is automatically terminated in respect of any other Selling Shareholder and shall not affect the obligations of the other Selling Shareholders pursuant to the Offer Agreement and the Engagement Letter, and the Offer Agreement and the Engagement Letter shall continue to be operational between the Company, the Selling Shareholders and the BRLM.

(I) The Parties now have agreed to enter into this Amendment Agreement to the Offer Agreement.

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 or the Offer Documents (*as defined under the Offer Agreement*), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.

1.2 In case of any contradiction between the provisions of this Amendment Agreement and the provisions of the Offer Agreement, in respect of the subject matter hereof, the provisions of this Amendment Agreement will prevail.

1.3 Rules of interpretation set out in Section 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

2. **Effectiveness**

This Amendment Agreement shall come into effect from the date of the execution of this Amendment Agreement.

3. Amendment to the Offer Agreement

3.1 All references to Suhagi Dhaval Parikh (held jointly with Dhaval Nalin Parikh) and Mihir Bharat Kapadia in the Offer Agreement shall be omitted in its entirety. Accordingly, all the relevant sections in the Offer Agreement shall be amended to this effect.

3.2 The Parties agree that Recital (C) of the Offer Agreement stands deleted in its entirety and shall be replaced with the following:

"Each of the Selling Shareholders have authorised and consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters / authorisations letters provided with the consent letters, as applicable, the details of which are set out in Annexure A of Amendment Agreement."

3.3 The Parties agree that Annexure A of the Offer Agreement stands deleted in its entirety and shall be replaced with the Annexure A of this Amendment Agreement ("**Annexure A**").

3.4 All references to 'Registrar of Companies, Maharashtra at Mumbai' in the Offer Agreement shall be read as 'Registrar of Companies, Mumbai-II at Navi Mumbai'.

3.5 The Parties agree that the following definitions as set out in sub-section 1.1 of Section 1 (*Definitions and Interpretation*) of the Offer Agreement stands deleted in its entirety and shall be replaced with the following:

"**Anchor Investor Portion**" shall mean means up to 60% of the QIB Portion, which may be allocated by our Company in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. 40% of such Anchor Investor Portion shall be reserved for domestic Mutual Funds, in the following manner (i) 33.33% shall be reserved for domestic Mutual Funds and (ii) 6.67% shall be reserved for Life Insurance Companies and Pension Funds, subject to valid Bids being received from domestic Mutual Funds, Life Insurance Companies and Pension Funds at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations. In the event of under-subscription in (ii) above, the allocation may be made to domestic Mutual Funds, at or above the Anchor Investor Allocation Price, in accordance with the SEBI ICDR Regulations

"**SEBI ICDR Master Circular**" shall mean SEBI master circular number HO/49/14/14(2)2026-CFD-POD2/I/4518/2026 dated February 9, 2026.

"**SEBI RTA Master Circular**" shall mean SEBI master circular number HO/38/12/11(1)2026-MIRSD-POD/I/4360/2026 dated February 6, 2026.

4. Miscellaneous

4.1 Each Party, severally and not jointly, hereby represents and warrants to the other Party that this Amendment Agreement constitutes a valid and legally binding instrument enforceable against such Party, in accordance with the terms hereof and under applicable law, and the execution, delivery and performance of this Amendment Agreement does not conflict with, result in a breach or violation of any provision of Applicable Law, or any agreement or other instrument binding on them, or to which any of their assets or properties are subject.

4.2 Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorise the execution of this Amendment Agreement or have the requisite and proper authorization and power to execute this Amendment Agreement, as applicable.

4.3 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement and the Amendment Agreement shall supersede the Offer Agreement to the extent of the contents mentioned herein. This Amendment Agreement will be binding on and shall inure to the benefit of the Parties. Save as agreed in this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue to remain in full force and effect and binding on the Parties. The Offer Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and 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.

4.4 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.

4.5 This Amendment Agreement may be executed in counterparts including counterparts transmitted electronically, 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.

4.6 This Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered in PDF format.

4.7 This Amendment Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India, and provisions of Section 12 (*Dispute Resolution*), as amended, Section 11 (*Governing Law and Jurisdiction*) and Section 20 (*Miscellaneous*) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

4.8 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 entire 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.

4.9 Execution of this Amendment Agreement shall be without prejudice to any accrued rights and obligations of the Parties under the Offer Agreement, prior to the execution of this Amendment Agreement. For the avoidance of doubt, any accrued rights and obligations of the Parties under the Offer Agreement, prior to amendment under this Amendment Agreement shall survive any amendment pursuant to this Amendment Agreement and shall continue to bind the respective Parties unless expressly waived in writing by such Party.

4.10 No modification, addition, variation, novation, agreed cancellation, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

4.11 Notwithstanding anything contained in this Amendment Agreement, the Parties agree, understand, and acknowledge that the provisions of Sections 1 (*Definitions and Interpretation*), 11 (*Governing Law and Jurisdiction*), 12 (*Dispute Resolution*), 13 (*Indemnity and Contribution*), 14 (*Fees and Expenses*), 15 (*Taxes*), 16 (*Confidentiality*), 17 (*Term and Termination*), 18 (*Severability*), 19 (*Binding Effect, Entire Understanding*), 20 (*Miscellaneous*) and Section 17.8 of the Offer Agreement shall survive termination of the Offer Agreement in respect of Suhagi Dhaval Parikh (held jointly with Dhaval Nalin Parikh) and Mihir Bharat Kapadia.

ANNEXURE A

Part I

Promoter Selling Shareholders

Sr. No.	Name of the Selling Shareholder	Number of Offered Shares	Address	Date(s) of consent letter
1.	Usha Rajnikant Shah (held jointly with Nishith Rajnikant Shah and Shah Sandhya Nishith)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 1,200.00 million	41 Valentina Building, Naoroji Gamadia Road, Near Activity School, Off Peddar Road Cumballa Hill, Mumbai-400026	October 9, 2025, and August 10, 2026
2.	Nishith Rasiklal Dharia (held jointly with Sonal Nishith Dharia)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 320.00 million	Flat number 16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026, Maharashtra	October 9, 2025, and August 10, 2026
3.	Sachin Jatin Parikh (held jointly with Shruti Sachin Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 60.00 million	B 3603, Trump Towers, Lodha Park, Near Kamala Mills, Lower Parel, VTC Mumbai, PO: Delisle Road, District: Mumbai City, Maharashtra, 400013	October 9, 2025 and August 19, 2026
4.	Gaurang Natwarlal Parikh (held jointly with Tanvi Gaurang Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 353.55 million	Blue Garden CHSL,7th Floor, Flat No. 23, Dr. G.D. Marg, Opp. Jindal House, Peddar Road, Cumbala Hill, Mumbai-400026, Maharashtra	October 9, 2025, and August 10, 2026
5.	Suketu Navichandra Parikh (held jointly with Lina Suketu Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 60.00 million	A/20, Sukhmani Apartment Associated CHS, 683 Bomanji Petit Road, Near Parsi General Hospital Cumbala Hill, Mumbai-400026, Maharashtra	October 9, 2025 and August 19, 2026

Part II

Promoter Group Selling Shareholders

Sr. No.	Name of the Selling Shareholder	Number of Offered Shares	Address	Date(s) of consent letter
1.	Tushar Natverlal Dharia (HUF)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 515.19 million	Dhanvantri Bhavan, Flat No, 34, 9th Floor, 143/B, August Kranti Marg, Kemps Corner, Mumbai, Maharashtra – 400036	October 9, 2025

Sr. No.	Name of the Selling Shareholder	Number of Offered Shares	Address	Date(s) of consent letter
2.	Gaurang Natwarlal Parikh HUF	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 185.39 million	Blue Garden CHSL,7th Floor, Flat No. 23, Dr. G.D. Marg, Opp. Jindal House, Peddar Road, Cumbala Hill, Mumbai-400026, Maharashtra	October 9, 2025, and August 19, 2026
3.	Bhisham Kumar Gupta (held jointly with Raksha Bhisham Gupta)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 390.30 million	C-601, Amey CHS Ltd., Plot No. 24 to 29, Sector- 4, Palm Beach Road, Wadhawa Complex Nerul-West, Navi Mumbai, Nerul, Thane, Maharashtra-400706	October 9, 2025
4.	Sonal Nishith Dharia (held jointly with Nishith Rasiklal Dharia)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 352.00 million	Flat number 16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026, Maharashtra	October 9, 2025, and August 10, 2026
5.	Chamak Jatin Parikh (held jointly with Jatin Narendra Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 130.00 million	A 2401, Trump Towers, Lodha Park, Senapati Bapat Marg, Lower Parel, VTC Mumbai, PO: Dilisle Road, District Mumbai city, State Maharashtra, 400013	October 9, 2025 and August 19, 2026
6.	Jatin Narendra Parikh (held jointly with Chamak Jatin Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 130.00 million	A 2401, Trump Towers, Lodha Park, Senapati Bapat Marg, Lower Parel, VTC Mumbai, PO: Dilisle Road, District Mumbai city, State Maharashtra, Pincode-400013	October 9, 2025 and August 19, 2026
7.	Shruti Sachin Parikh (held jointly with Sachin Jatin Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 79.00 million	B 3603, Trump Towers, Lodha Park, Near Kamala Mills, Lower Parel, VTC Mumbai, PO: Delisle Road, District: Mumbai City, Maharashtra, 400013	October 9, 2025 and August 19, 2026
8.	Kinjal Pankil Dharia (held jointly with Pankil Nishith Dharia)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 48.00 million	Flat no 16, 8 floor, Brij Bhavan building, 630 peddar road, Cumballa Hill, Mumbai 400026, Maharashtra, India	October 9, 2025, and August 10, 2026
9.	Pushpa Navinchandra Parikh (held jointly with Suketu Navinchandra Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 55.00 million	16, Maheshwar Niketan, 4th Floor, Peddar Road, Near Jaslok Hospital, Cumballa Hill, Mumbai, 400026, Maharashtra	October 9, 2025 and August 19, 2026

Sr. No.	Name of the Selling Shareholder	Number of Offered Shares	Address	Date(s) of consent letter
10.	Sundeep Navinchandra Parikh (held jointly with Sheetal Sandeep Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 35.00 million	16, Maheshwari Niketan 4th Floor, Peddar road Near Jaslok Hospital Cumballa Hill Mumbai, 400026	October 9, 2025 and August 19, 2026
11.	Lina Suketu Parikh (held jointly with Suketu Navichandra Parikh)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 5.10 million	A/20, Sukhmani Apartment Associated CHS, 683 Bomanji Petit Road, Near Parsi General Hospital Cumbala Hill, Mumbai-400026, Maharashtra	October 9, 2025 and August 19, 2026
12.	Jignasha Jay Kantawala (held jointly with Jay Shailesh Kantawala)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 40.00 million	1501/1502, Ashok Gardens, D Wing, Tower 2, Tokersey Jivraj Road, Sewri, Mumbai – 400015	October 9, 2025 and August 19, 2026
13.	Tushar Natverlal Dharia (held jointly with Ami Tushar Dharia)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 5.20 million	Dhanvantri Bhavan, Flat No, 34, 9th Floor, 143/B, August Kranti Marg, Kemps Corner, Mumbai, Maharashtra – 400036	October 9, 2025

Part III

Other Selling Shareholders

Sr. No.	Name of the Selling Shareholder	No. of Offered Shares	Address	Date(s) of consent letter
1.	Namita Tushar Parikh	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 76.45 million	4 Plaza apartments, 48, Bhosale Nagar, Ganeshkhind road, Nr. E-square Multiplex, Ganeshkhind Pune - 411007, Maharashtra, India	October 9, 2025
2.	Dipak Amarshi (held jointly with Ushma Amarshi)	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 90.00 million	241, Edgwarebury Lane, Edgware, HA8 8QJ	October 9, 2025, and August 19, 2026
3.	Heta T Parikh	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 64.82 million	4 Plaza apartments, 48, Bhosale Nagar, Ganeshkhind road, Nr. E-square Multiplex, Ganeshkhind Pune - 411007, Maharashtra, India	October 9, 2025
4.	Sheetal Sandeep Parikh (held jointly with Sundeep	up to [●] Equity Shares of face value of ₹2 each aggregating up to ₹ 5.00 million	16, Maheshwari Niketan 4th Floor, Peddar road Near Jaslok Hospital	October 9, 2025 and August 19, 2026

Sr. No.	Name of the Selling Shareholder	No. of Offered Shares	Address	Date(s) of consent letter
	Navinchandra Parikh)		Cumballa Hill , Mumbai 400026	

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER.

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

SIGNED FOR AND ON BEHALF OF PRASOL CHEMICALS LIMITED

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER.

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

SIGNED FOR AND ON BEHALF OF DAM CAPITAL ADVISORS LIMITED

DAM Capital Advisors Limited

____

Name: Chandresh Sharma
Designation: SVP – Corporate Finance

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER.

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

SIGNED FOR AND ON BEHALF OF GAURANG NATWARLAL PARIKH HUF

Dhaval N Parikh
____
Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Gaurang Natwarlal Parikh HUF)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER.

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

SIGNED FOR AND ON BEHALF OF GAURANG NATWARLAL PARIKH AND TANVI GAURANG PARIKH

Dhaval N Parikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Gaurang Natwarlal Parikh and Tanvi Gaurang Parikh)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND THE BOOK RUNNING LEAD MANAGER.

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

SIGNED FOR AND ON BEHALF OF TUSHAR NATVERLAL DHARIA (HUF)

Dhaval N Parikh
____
Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Tushar Natverlal Dharia (HUF))

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

SIGNED FOR AND ON BEHALF OF TUSHAR NATVERLAL DHARIA AND AMI TUSHAR DHARIA

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Tushar Natverlal Dharia and Ami Tushar Dharia)

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SIGNED FOR AND ON BEHALF OF USHA RAJNIKANT SHAH, NISHITH RAJNIKANT SHAH AND SHAH SANDHYA NISHITH

Dhaval N Parikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Usha Rajnikant Shah, Nishith Rajnikant Shah and Shah Sandhya Nishith)

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SIGNED FOR DIPAK AMARSHI AND USHMA AMARSHI

Dipak Amarshi	U. Amarshi. **Ushma Amarshi**

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SIGNED FOR AND ON BEHALF OF SONAL NISHITH DHARIA AND NISHITH RASIKLAL DHARIA

DhavalNParikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Sonal Nishith Dharia and Nishith Rasiklal Dharia)

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SIGNED FOR AND ON BEHALF OF KINJAL PANKIL DHARIA AND PANKIL NISHITH DHARIA

Dhaval N Parikh
____
Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Kinjal Pankil Dharia and Pankil Nishith Dharia)

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SIGNED FOR AND ON BEHALF OF NISHITH RASIKLAL DHARIA AND SONAL NISHITH DHARIA

DhavalNParikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Nishith Rasiklal Dharia and Sonal Nishith Dharia)

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SIGNED FOR AND ON BEHALF OF BHISHAM KUMAR GUPTA AND RAKSHA BHISHAM GUPTA

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Bhisham Kumar Gupta and Raksha Bhisham Gupta)

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SIGNED FOR AND ON BEHALF OF CHAMAK JATIN PARIKH AND JATIN NARENDRA PARIKH

Dhaval N Parikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Chamak Jatin Parikh and Jatin Narendra Parikh)

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SIGNED FOR AND ON BEHALF OF JATIN NARENDRA PARIKH AND CHAMAK JATIN PARIKH

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Jatin Narendra Parikh and Chamak Jatin Parikh)

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SIGNED FOR AND ON BEHALF OF JIGNASHA JAY KANTAWALA AND JAY SHAILESH KANTAWALA

Dhaval N Parikh

____

Name: Dhaval Nalin Parikh

Designation: Joint Managing Director

(as duly constituted power of attorney holder of Jignasha Jay Kantawala and Jay Shailesh Kantawala)

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SIGNED FOR AND ON BEHALF OF SHRUTI SACHIN PARIKH AND SACHIN JATIN PARIKH

Dhaval N Parikh
____
Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Shruti Sachin Parikh and Sachin Jatin Parikh)

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SIGNED FOR AND ON BEHALF OF SACHIN JATIN PARIKH AND SHRUTI SACHIN PARIKH

Dhaval N Parikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Sachin Jatin Parikh and Shruti Sachin Parikh)

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SIGNED FOR AND ON BEHALF OF LINA SUKETU PARIKH AND SUKETU NAVICHANDRA PARIKH

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Lina Suketu Parikh and Suketu Navichandra Parikh)

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SIGNED FOR AND ON BEHALF OF PUSHPA NAVINCHANDRA PARIKH AND SUKETU NAVINCHANDRA PARIKH

Dhaval N Parikh
____

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Pushpa Navinchandra Parikh and Suketu Navinchandra Parikh)

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SIGNED FOR AND ON BEHALF OF SUNDEEP NAVINCHANDRA PARIKH AND SHEETAL SANDEEP PARIKH

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Sundeep Navinchandra Parikh and Sheetal Sandeep Parikh)

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SIGNED FOR AND ON BEHALF OF SHEETAL SUNDEEP PARIKH AND SUNDEEP NAVINCHANDRA PARIKH

DharalNParikh

____

Name: Dharal Nalin Parikh

Designation: Joint Managing Director

(as duly constituted power of attorney holder of Sheetal Sundeep Parikh and Sundeep Navinchandra Parikh)

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SIGNED FOR AND ON BEHALF OF SUKETU NAVICHANDRA PARIKH AND LINA SUKETU PARIKH

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Suketu Navichandra Parikh and Lina Suketu Parikh)

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SIGNED FOR AND ON BEHALF OF HETA T PARIKH

Dhaval N Parikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Heta T Parikh)

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SIGNED FOR AND ON BEHALF OF NAMITA TUSHAR PARIKH

DhavalNParikh

Name: Dhaval Nalin Parikh
Designation: Joint Managing Director
(as duly constituted power of attorney holder of Namita Tushar Parikh)