भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

11 AUG 2026

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FB 370777

जिल्हा कोषागार कार्यालय ठाणे

3 AUG 2026

लिपीक / लिपीक

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AGREEMENT DATED SEPTEMBER 2, 2026 TO THE OFFER AGREEMENT DATED OCTOBER 14, 2025 READ WITH AMENDMENT AGREEMENT DATED AUGUST 20, 2026, EXECUTED BY AND AMONG PRASOL CHEMICALS LIMITED, SELLING SHAREHOLDERS AND DAM CAPITAL ADVISORS LIMITED

आडपत्र-१ /Annexure-II

11 AUG 2026

१.मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	50577
२. दस्ताचा प्रकार	A99
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	PRASOL CHEMICALS LIMITED Prasol House, Plot No.A-17/2/3, TTC Industrial Area, Khairne MIDC Khairne, Navi Mumbai-400710.
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई	श्री. [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 SEPTEMBER 2, 2026

TO THE OFFER AGREEMENT DATED OCTOBER 14, 2025,

AS AMENDED BY THE AMENDMENT AGREEMENT DATED AUGUST 20, 2026

BY AND AMONG

PRASOL CHEMICALS LIMITED

AND

SELLING SHAREHOLDERS

AND

DAM CAPITAL ADVISORS LIMITED

This second amendment agreement dated September 2, 2026 ("**Second Amendment Agreement**") to the offer agreement dated October 14, 2025 ("**Offer Agreement**") as amended by the amendment agreement dated August 20, 2026, ("**First 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 Second Amendment 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 has taken on record the consent of the Selling Shareholders to participate in the Offer for Sale pursuant to its resolutions dated October 14, 2025, and September 2, 2026. The IPO Committee has also taken on record the consent of the Selling Shareholders to participate in the Offer for Sale pursuant to its resolution dated August 20, 2026.

(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 letters, as applicable, the details of which are set out in **Annexure A** of this Second Amendment 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 updated draft red herring prospectus on August 21, 2026 ("**UDRHP**") in relation to the Offer with the Securities and Exchange Board of India ("**SEBI**") and 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 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 entered into the Offer Agreement read with First Amendment 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 UDRHP, Jatin Narendra Parikh (jointly with Chamak Jatin Parikh), who had earlier consented to participate in the Offer, through his consent letters dated October 9, 2025, and August 19, 2026, as a Promoter Group Selling Shareholder, passed away on August 24, 2026, and accordingly his participation in the Offer for Sale has lapsed. Further, Chamak Jatin Parikh (jointly with Late Jatin Narendra Parikh), who had earlier consented to participate in the Offer as a Promoter Group Selling Shareholder, has by way of letters dated August 25, 2026, informed the Company and the BRLM about (i) her intention to withdraw her participation from the Offer for Sale; and (ii) in her capacity as the surviving joint holder and on behalf of Late Jatin Narendra Parikh, to withdraw the participation of the Equity Shares held jointly by her and Late Jatin Narendra Parikh in the Offer for Sale and to terminate the Offer Agreement with respect to herself and the shares held jointly with Late Jatin Narendra Parikh (collectively "**Withdrawal Letters**"). Pursuant to a resolution dated September 2, 2026, the Board has taken on record the Withdrawal Letters. Further, Sachin Jatin Parikh (held jointly with Shruti Sachin Parikh), one of the Promoter Selling Shareholder has revised his Offer for Sale size, as set out in his revised consent letter set out in **Annexure A** of this Second Amendment Agreement. The Board has taken note of the revised consent of Sachin Jatin Parikh (held jointly with Shruti Sachin Parikh), to participate in the Offer for Sale pursuant to its resolution dated September 2, 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 Second Amendment Agreement to the Offer Agreement and First Amendment Agreement.

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

1. Definitions and interpretation

1.1 All capitalized terms used in this Second Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement, First Amendment 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 Second Amendment Agreement and the provisions of the Offer Agreement and First Amendment Agreement, in respect of the subject matter hereof, the provisions of this Second 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 Second Amendment Agreement *mutatis mutandis*.

2. **Effectiveness**

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

3. Amendment to the Offer Agreement and First Amendment Agreement

3.1 All references to Jatin Narendra Parikh (jointly with Chamak Jatin Parikh) and Chamak Jatin Parikh (jointly with Jatin Narendra Parikh) in the Offer Agreement and First Amendment Agreement shall be omitted in its entirety. Accordingly, all the relevant sections in the Offer Agreement and First Amendment Agreement shall be amended to this effect.

3.2 The Parties agree that Recital (C) of the Offer Agreement and section 3.2 of the First Amendment 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 Second Amendment Agreement."

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

4. Miscellaneous

4.1 Each Party, severally and not jointly, hereby represents and warrants to the other Party that this Second 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 Second 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 Second Amendment Agreement represent that they have taken all applicable corporate action to authorise the execution of this Second Amendment Agreement or have the requisite and proper authorization and power to execute this Second Amendment Agreement, as applicable.

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

4.4 All references to the Offer Agreement and First Amendment 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 and First Amendment Agreement, as amended by this Second Amendment Agreement.

4.5 This Second 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 Second 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 Second 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 Second 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 and section 4.7 of the First Amendment Agreement shall apply *mutatis mutandis* to this Second Amendment Agreement.

4.8 If any provision or any portion of a provision of this Second Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Second 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 Second Amendment Agreement shall be without prejudice to any accrued rights and obligations of the Parties under the Offer Agreement and First Amendment Agreement, prior to the execution of this Second Amendment Agreement. For the avoidance of doubt, any accrued rights and obligations of the Parties under the Offer Agreement and First Amendment Agreement, prior to amendment under this Second Amendment Agreement shall survive any amendment pursuant to this Second 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 Second 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 Second 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 and section 4.11 of the First Amendment Agreement in respect of Jatin Narendra Parikh (jointly with Chamak Jatin Parikh) and Chamak Jatin Parikh (jointly with Jatin Narendra Parikh).

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 ₹ 320.00 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, August 19, 2026 and August 25, 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.	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
6.	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
7.	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
8.	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
9.	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
10.	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	October 9, 2025 and August 19, 2026

Sr. No.	Name of the Selling Shareholder	Number of Offered Shares	Address	Date(s) of consent letter
			Jivraj Road, Sewri, Mumbai – 400015	
11.	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 Navinchandra Parikh)	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 Cumballa Hill , Mumbai 400026	October 9, 2025 and August 19, 2026

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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

____

Name: Chandresh Sharma
Designation: Senior Vice President – Corporate Finance

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SECOND 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 Second Amendment Agreement to the Offer 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

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 SECOND 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 Second Amendment Agreement to the Offer 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 SECOND 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 Second Amendment Agreement to the Offer 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))

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SONAL NISHITH DHARIA AND NISHITH RASIKLAL DHARIA

Dhaval N Parikh

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 NISHITH RASIKLAL DHARIA AND SONAL NISHITH DHARIA

Dhaval N Parikh

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 BHISHAM KUMAR GUPTA AND RAKSHA BHISHAM GUPTA

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SACHIN JATIN PARIKH AND SHRUTI SACHIN PARIKH

DhavalNParikh

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 LINA SUKETU PARIKH AND SUKETU NAVICHANDRA PARIKH

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SUNDEEP NAVINCHANDRA PARIKH AND SHEETAL SANDEEP PARIKH

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SHEETAL SUNDEEP PARIKH AND SUNDEEP NAVINCHANDRA PARIKH

Dhaval N Parikh

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 SUKETU NAVINCHANDRA 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 Navinchandra Parikh and Lina Suketu Parikh)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 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)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer 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 NAMITA TUSHAR PARIKH

Dhaval N Parikh

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

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND 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 Second Amendment Agreement to the Offer Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED FOR DIPAK AMARSHI AND USHMA AMARSHI

Dipak Amarshi	U. Amarshi **Ushma Amarshi**