



महाराष्ट्र MAHARASHTRA

© 2023 ©

CP 873801

20 SEP 2024



THIS STAMP PAPER FORMS AN INTEGRAL PART OF  
THE AMENDMENT TO THE AGREEMENT EXECUTED BETWEEN  
KFIN TECHNOLOGIES LIMITED  
AND  
HVAX TECHNOLOGIES LIMITED







महाराष्ट्र MAHARASHTRA

2024

19AB 897124



12 SEP 2024

मुद्रांक प्रमुख लिपीक / लिपीक

THIS STAMP PAPER FORMS AN INTEGRAL PART OF  
THE AMENDMENT TO THE AGREEMENT EXECUTED BETWEEN  
KFIN TECHNOLOGIES LIMITED  
AND  
HVAX TECHNOLOGIES LIMITED



**DATED SEPTEMBER 18, 2024**

**AMENDMENT TO THE AGREEMENT DATED APRIL 23, 2024**

**BY AND AMONG**

**KFIN TECHNOLOGIES LIMITED  
AND**

**HVAX TECHNOLOGIES LIMITED**





## AMENDMENT TO THE AGREEMENT

This AMENDMENT AGREEMENT is made on this September 18, 2024 ("AMENDMENT AGREEMENT"), AMONGST:

**KFIN TECHNOLOGIES LIMITED, (formerly known as KFin Technologies Private Limited)** a company incorporated under the Companies Act, 2013, bearing CIN : L72400TG2017PLC117649 and having its registered office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500032, Telangana (hereinafter referred to as the "Registrar"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

**HVAX TECHNOLOGIES LIMITED, (formerly known as Hvax Technologies Limited)** a company incorporated under the Companies Act, 1956/2023, bearing CIN: U74999MH2010PLC210329 and having its registered office at 601, Lodha Supremus, I-Think Techno Campus, Kanjurmarg (East), Mumbai - 400042 Maharashtra (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 **SECOND PART**.

### WHEREAS:

- (A) Subject to market conditions, receipt of necessary approvals and other considerations, the Company is proposing to undertake an initial public offering of Equity shares of Rs. 10 each of the Company ("Equity Shares") in accordance with the Companies Act, 2013 as defined herein, the Securities and Exchange Board of India (Issuance of Capital and Disclosure Requirements) Regulations, 2018, as amended, (the "SEBI ICDR Regulations") and other applicable laws, at such price as may be determined through the Book building process under the SEBI ICDR Regulations (the "Issue Price") by the Company in consultation with the BRLM.
- (B) For this purpose, the Company has filed its draft red herring prospectus dated June 13, 2024, through the Book Running Lead Managers to the Issue (the "BRLM"), ("DRHP"). In furtherance of the proposed Offer, the Parties, had executed the agreement dated April 23, 2024 (the "Agreement"), whereby the Parties agreed to certain terms and conditions for and in connection with the Issue.
- (C) The Parties have now agreed to certain amendments to the terms of the Agreement, which amendments are being recorded under this Amendment Agreement.

**NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:**

### 1. DEFINITIONS

In this Amendment Agreement, unless the context otherwise requires, capitalized terms used in this Amendment Agreement that are not specifically defined herein, shall have the meaning assigned to them in the Agreement.

### 2. AMENDMENTS TO THE AGREEMENT

2.1 The definition of "Issue Shares" in recitals of the Agreement shall be replaced with the following definition "*of 7,32,000 Equity Shares of Rs. 10 each of the Company ("Equity Shares")*"



### 3. MISCELLANEOUS

3.1 Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.

3.2. The Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof.

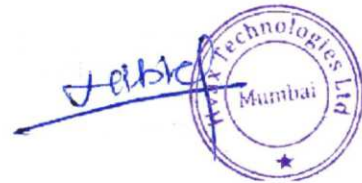
3.3. In the event of conflict between the provisions of the Agreement and the Amendment Agreement in respect of the subject matter hereof, the provisions of the Amendment Agreement shall prevail. In all other instances of conflict between the provisions of this Amendment Agreement and the Agreement, the provisions of the Agreement shall prevail.

3.4. No addition to, variation, novation or agreed cancellation of any provision of this Amendment Agreement shall be binding upon the Parties unless made in writing and duly executed by or on behalf of the Parties.

3.5. Unless the context otherwise requires, any reference to the Agreement shall be construed to mean the Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall be read in conjunction with the Agreement and shall constitute the entire understanding between the Parties with respect to the subject matter hereof.


3.6. 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, subject to the Agreement.

3.7. This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted electronically, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.



**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  
**KFIN TECHNOLOGIES LIMITED**

  
Mr. Murali Krishna  
Vice President



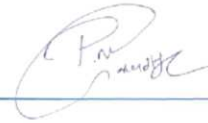
Witness 1: Name: Anandan Sengundamudaliar

Signature:




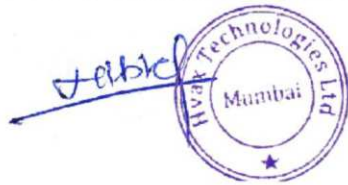
Witness 2: Name: Priyank Goradia

Signature:



**SIGNED** for and on behalf of  
**HVAX TECHNOLOGIES LIMITED**

  
Name: Nirbhaynarayan Singh  
Chairman & Whole-time Director  
DIN: 02709947



Witness 1: Name: Prashant Hirlekar

Signature:



Witness 2: Name: Babasaheb Temgire

Signature:



