

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 17/02/2025

Certificate No. M0Q2025B365



GRN No. 128273018



Stamp Duty Paid : ₹ 1500  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Oswal pumps limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village : Kutail

District : Karnal

State : Haryana

Phone: 74\*\*\*\*\*21



**Buyer / Second Party Detail**

Name : Concept Communication limited

H.No/Floor : 0

Sector/Ward : 0

LandMark : 0

City/Village: Mumbai

District : Mumbai

State : Maharashtra

Phone : 74\*\*\*\*\*21

Purpose : AMENDMENT TO THE SERVICE PROVIDER AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE SERVICE PROVIDER AGREEMENT DATED MAY 26, 2025 EXECUTED BETWEEN OSWAL PUMPS LIMITED AND CONCEPT COMMUNICATION LIMITED

**AMENDMENT TO THE SERVICE PROVIDER AGREEMENT**

**DATED MAY 26, 2025**

**BETWEEN**

**OSWAL PUMPS LIMITED**

**AND**

**CONCEPT COMMUNICATION LIMITED**

This amendment agreement to the Service Provider Agreement (the “**Amendment Agreement**”) is entered into on May 26, 2025 at Karnal, Haryana, by and between:

**OSWAL PUMPS LIMITED**, a company incorporated under the Companies Act, 1956 and whose registered office is situated at Oswal Estate, NH-1 Kutail Road P. O. Kutail, District Karnal, Haryana 132 037, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

**AND**

**CONCEPT COMMUNICATION LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Queen’s Mansion, Prescott Road, Fort, Mumbai 400 001, Maharashtra, India (hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART**.

In this Amendment Agreement, the Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- A. The Company and the Promoter Selling Shareholder propose to undertake an initial public offering of the equity shares of face value of ₹ 1 each of the Company (the “**Equity Shares**” and such offer, the “**Offer**”) comprising of a fresh issue of Equity Shares by the Company for an amount aggregating up to ₹8,900 million (the “**Fresh Issue**”) and an offer for sale of up to 8,100,000 Equity Shares (the “**Offered Shares**”) by the Promoter Selling Shareholder (the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), and other Applicable Law, at such price as may be determined through the book building process prescribed under the SEBI ICDR Regulations by the Company in consultation with the BRLMs and subject to Applicable Law (the “**Offer Price**”). The Offer includes offers outside the United States, in “offshore transactions” in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and the applicable laws of the jurisdictions where such offers and sales occur. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors by the Company, in consultation with the Book Running Lead Managers, in accordance with Applicable Laws (including the SEBI ICDR Regulations).
- B. The board of directors of the Company (“**Board of Directors**”) pursuant to a resolution dated September 12, 2024 read with the resolution dated May 26, 2025 have approved and authorized the Offer, and the Shareholders have pursuant to a special resolution dated September 12, 2024 have approved the Fresh Issue in accordance with Section 62(1)(c) of the Companies Act.
- C. The Company has filed a draft red herring prospectus dated September 17, 2024 (“**Draft Red Herring Prospectus**” or “**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**” and together with the BSE, the “**Stock Exchanges**”) for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of the SEBI and the Stock Exchanges, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, Delhi and Haryana at New Delhi (“**RoC**”), and thereafter the Stock Exchanges and SEBI, and thereafter a Prospectus in accordance with the Companies Act, and the SEBI ICDR Regulations.

D. The Company and the Service Provider have entered into a service provider agreement dated September 17, 2024 (the “**Service Provider Agreement**”), pursuant to which certain arrangements have been agreed to in relation to the the Service Provider lending its professional services to the Company for advertising and media relations in respect of the Offer.

A. The Parties now wish to enter into this Amendment 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 Service Provider Agreement, as the context requires.
- 1.2. Rules of interpretation set out in “*Definitions and Interpretations*” of the Service Provider Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- 1.3. This Amendment Agreement shall constitute a part of, and shall be read together with, the Service Provider Agreement. All references to the Service Provider Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Service Provider Agreement, as amended by this Amendment Agreement. The Service Provider Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Service Provider Agreement and all terms and conditions of the Service Provider 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.
- 1.4. In case of conflict between the provisions of this Amendment Agreement and the Service Provider Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## **2. Amendment to the Service Provider Agreement**

- 2.1. The existing Recital 1 of the Service Provider Agreement shall be replaced with the following:

*“The Company and the Promoter Selling Shareholder propose to undertake an initial public offering of the equity shares of face value of ₹ 1 each of the Company (the “**Equity Shares**” and such offer, the “**Offer**”) comprising of a fresh issue of Equity Shares by the Company for an amount aggregating up to ₹8,900 million (the “**Fresh Issue**”) and an offer for sale of up to 8,100,000 Equity Shares (the “**Offered Shares**”) by the Promoter Selling Shareholder (the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”), and other Applicable Law, at such price as may be determined through the book building process prescribed under the SEBI ICDR Regulations by the Company in consultation with the BRLMs and subject to Applicable Law (the “**Offer Price**”). The Offer includes offers outside the United States, in “offshore transactions” in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and the applicable laws of the jurisdictions where such offers and sales occur. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors by the Company, in consultation with the Book Running Lead Managers, in accordance with Applicable Laws (including the SEBI ICDR Regulations).”*

- 2.2. Pursuant to the change in name, all references to “IIFL Securities Limited”, wherever appearing in the Service Provider Agreement shall be deemed to refer to “IIFL Capital Services Limited (*formerly known as IIFL Securities Limited*)”, to give effect to the changed name.
- 2.3. The Letter of Indemnity in **Annexure C** of the Service Provider Agreement shall be amended and replaced by the Letter of Indemnity set out in **Schedule I**. Pursuant to the amendment to the Letter of Indemnity executed on the date hereof, all references to “Letter of Indemnity”, wherever appearing in the Service Provider Agreement shall be deemed to refer to “Letter of Indemnity and any amendment thereto”, to give effect to such amendment.

### **3. Miscellaneous**

- 3.1. Each Party has the corporate power/ authority and capacity, to enter into this Amendment Agreement and this Amendment Agreement shall be a valid and legally binding instrument, enforceable against each Party, in accordance with its terms.
- 3.2. This Amendment Agreement shall come into effect on and from the Effective Date. The Service Provider Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except as expressly amended herein, all terms, covenants, and conditions of the Service Provider Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto.
- 3.3. In case of inconsistency between the Service Provider Agreement and this Amendment Agreement, this Amendment Agreement shall prevail in relation to the provisions amended herein.
- 3.4. 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 subject to Clause XIII of the Service Provider Agreement, the courts in Gurugram, Haryana, India shall have sole and exclusive jurisdiction for all the matters arising out of the arbitration proceedings mentioned herein above including interim and/or appellate reliefs.
- 3.5. Any Dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Clause XIII of the Service Provider Agreement.
- 3.6. The terms and conditions of this Amendment Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto.
- 3.7. No failure or delay by any of the Parties in exercising any right or remedy provided by Applicable Law under or pursuant to this Amendment Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 3.8. This Amendment Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.
- 3.9. If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable this Amendment Agreement, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties will be construed and enforced accordingly. Each of the Parties will use their best

efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties the benefits of the invalid or unenforceable provision.

- 3.10. Other than as provided in this Amendment Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Amendment Agreement and any provision of this Amendment Agreement shall not be enforceable by a person that is not a party to this Amendment Agreement.
- 3.11. The Parties hereby consent to the disclosure of this Amendment Agreement, in part or in full, in the Offer Documents, along with making this Amendment Agreement available to the public for inspection as required under Applicable Law and for purposes of submission with the regulatory authorities, as applicable.
- 3.12. 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 copy of a signature page of this Amendment Agreement, such party shall deliver an originally executed signature page within seven Working Days of delivering such .PDF format copy of the 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.

*This signature page forms an integral part of the Amendment Agreement to the Service Provider Agreement entered into between Oswal Pumps Limited and Concept Communication Limited*

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

**SIGNED FOR AND ON BEHALF OF OSWAL PUMPS LIMITED**



**Authorized Signatory**

Name: *Vivek Gupta*  
Designation: *Chairman & Managing Director*

*This signature page forms an integral part of the Amendment Agreement to the Service Provider Agreement entered into between Oswal Pumps Limited and Concept Communication Limited*

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

**SIGNED FOR AND ON BEHALF OF CONCEPT COMMUNICATION LIMITED**



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**Authorized Signatory**

Name: Ravi Mehra  
Designation: Executive Director

