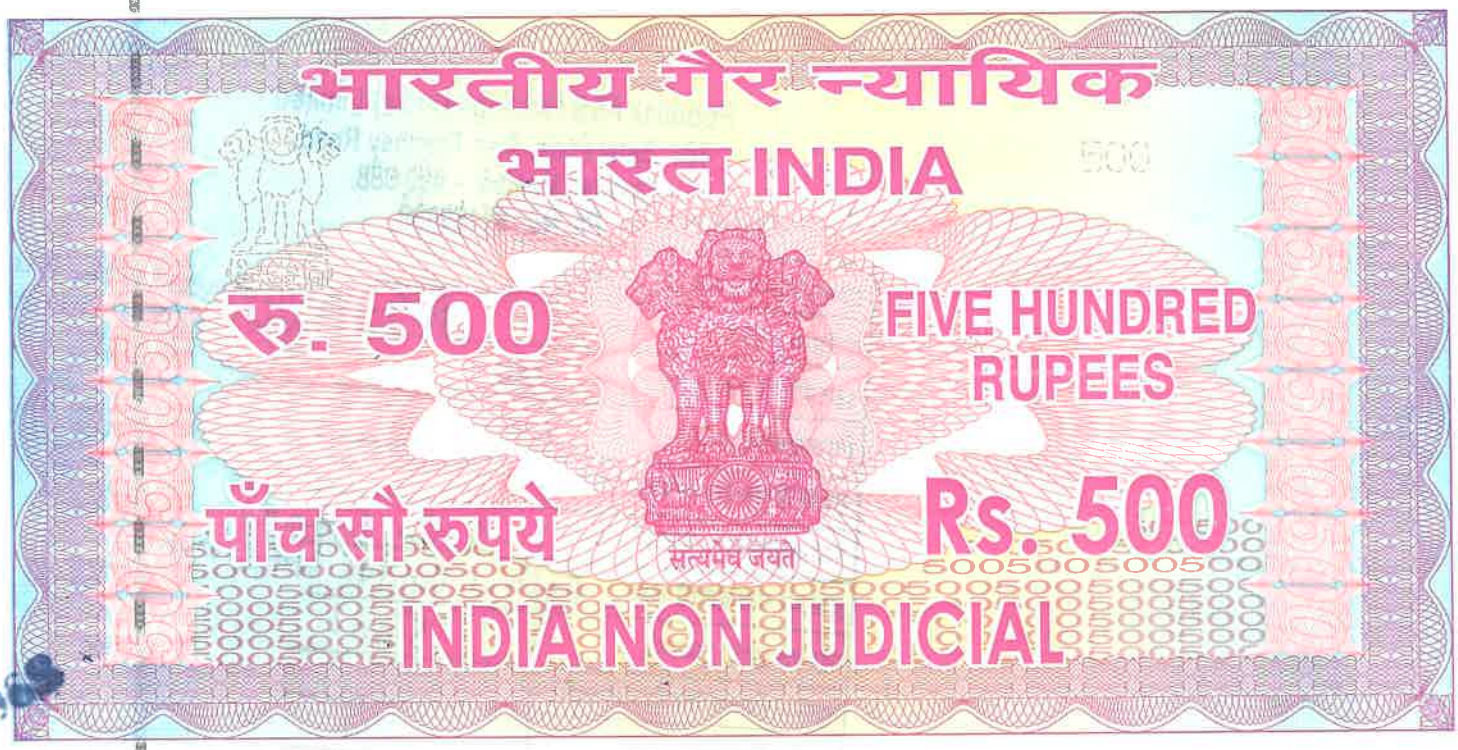

महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ FD 806718

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००६
- 5 OCT 2026
सक्षम अधिकारी
श्री. दिपक इरतकर

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG FOODLINK F&B HOLDINGS (INDIA) LIMITED, THE SELLING SHAREHOLDERS, EQUIRUS CAPITAL LIMITED (FORMERLY KNOWN AS EQUIRUS CAPITAL PRIVATE LIMITED), AND JM FINANCIAL LIMITED DATED NOVEMBER 10, 2026.

Foodlink F&B Holdings (India) Limited
301, Safal Pride, Sion Trombay Road,
Deonar, Mumbai – 400 088.
Ph. No.: 61789999

जोडपत्र - २ Annexure II

मुद्रांक विक्री नोंद वही अनु. क्र/दिनांक	
दस्ताचा प्रकार	DG – Amendment to the Offer Agreement
दस्त नोंदणी करणार आहेत का ?	NO
मिळकतीचे वर्णन -	–
मुद्रांक विकत घेणाऱ्याचे नाव व सही	–
हस्ते असल्यास त्याचे नाव व पत्ता	S.G. Gikadi
दुसऱ्या पक्षकाराचे नाव	Equirus Capital Ltd & ors
मुद्रांक शुल्क रक्कम	500L
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : C 0 0 0 0 0 6
मुद्रांक विक्रिचे ठिकाण/पत्ता : प्रविण एल. चव्हाण
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THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG FOODLINK F&B HOLDINGS (INDIA) LIMITED, THE SELLING SHAREHOLDERS, EQUIRUS CAPITAL LIMITED (FORMERLY KNOWN AS EQUIRUS CAPITAL PRIVATE LIMITED), AND JM FINANCIAL LIMITED DATED NOVEMBER 10, 2026.

THE FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT

DATED NOVEMBER 10, 2026

AMONGST

FOODLINK F&B HOLDINGS (INDIA) LIMITED

AND

THE SELLING SHAREHOLDERS

AND

EQUIRUS CAPITAL LIMITED (*formerly known as Equirus Capital Private Limited*)

AND

JM FINANCIAL LIMITED

THE FIRST AMENDMENT AGREEMENT

This first amendment agreement to the offer agreement dated June 27, 2025 ("**Offer Agreement**") is made on this 10th day of November, 2026 (the "**First Amendment Execution Date**") at Mumbai, Maharashtra, (the "**First Amendment Agreement**") by and amongst:

FOODLINK F&B HOLDINGS (INDIA) LIMITED, a public limited company incorporated under the Companies Act, 2013 and having its registered office at 301, Safal Pride, Opp. Saras Baug, Sion Trombay Road, Deonar, Mumbai, Maharashtra, India – 400088, India (hereinafter referred to as the "**Company**") for the **FIRST PART**;

AND

Individuals, companies and other entities mentioned in **Annexure B** (comprising 'Promoter Selling Shareholder', 'Promoter Group Selling Shareholders' 'Individual Investor Selling Shareholder', 'Corporate Investor Selling Shareholder' and 'Oaks Investor Selling Shareholders' which are collectively referred to as the "**Selling Shareholders**" and individually, as a "**Selling Shareholder**" for the purpose of this Agreement), of the **SECOND PART**;

AND

EQUIRUS CAPITAL LIMITED (*formerly known as Equirus Capital Private Limited*), a company incorporated under the laws of India and having its registered office at Unit No. 2601B, 26th Floor, A - Wing, Marathon Futurex, N M Joshi Marg, Lower Parel, Mumbai - 400 013, Maharashtra, India (hereinafter referred to as the "**Equirus**" or "**ECL**") for the **THIRD PART**;

AND

JM FINANCIAL LIMITED, a company incorporated under the laws of India and having its registered office at 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025, Maharashtra, India (hereinafter referred to as the "**JM Financial**") for the **FORTH PART**.

In this Agreement:

(i) ECL and JM Financial are collectively referred to as the "**Book Running Lead Managers**" or "**BRLMs**" or "**Managers**" and individually as a "**Book Running Lead Manager**" or "**BRLM**" or "**Manager**";

(ii) Sanjay Manohar Vazirani is referred to as the "**Promoter Selling Shareholder**";

(iii) Ankita Chugh and Trans Global Hotels LLP are collectively referred to as the "**Promoter Group Selling Shareholders**" and individually as a "**Promoter Group Selling Shareholder**";

(iv) Arpit Khandelwal is referred to as the "**Individual Investor Selling Shareholder**";

(v) V'Ocean Investments Limited is referred to as the "**Corporate Investor Selling Shareholder**";

(vi) Oaks Asset Management Private Limited and Aarin Capital Partners through its partners T. V. Mohandas Pai and Ranjan Ramdas Pai, Aarkay Investments Private Limited, Aayush Madhusudan Agrawal, Aditya Premal Kapadia jointly with Seema Kapadia, Adventz Finance Private Limited, Amin Gopalani jointly with Suneeta Gopalani, Amin Holdings Private Limited (formerly known as SLK Software Private Limited), Apoorva Ashokkumar Patni, Arati Babubhai Patel, Arihant Patni, Ashish Haresh Jagtiani, Aslam Zackria Sait, B S Nagarathna, Badulipar Limited, Balkrishan Gopiram Goenka, Bharat Ajay Kapadia, Boggaram Naranaiah Krishnaiah Sarathi, Bona Terra Greenhouses LLP, Chhatisgarh Investments Limited, Cotha Ganesh Narayan HUF, Dalal and Broacha Stock Broking Private Limited, Dalmia Enterprise Holdings through its partner Gaurav Dalmia, Darshan Mekani, Darshankumar Naranbhai Patel, Dignesh Pramukhbhai Patel, Dipam Kanubhai Patel, DSS Investments through its partners Sanjay Shyam Wadhwa and Sandeep Ram Wadhwa, Duane Park Private Limited, Falcon Marine Exports Limited, Govind Corporation through its partners Tarun

N Seksaria and Harshkumar N Seksaria, Govindaswamy Naidu Ramaswamy, Hazel Jayesh Mehta, Hina Sushil Jhaveri, Janki Darshanbhai Patel, Jyoti Bhatia, Kapasi Investments and Trading Company through its partners Ketan Dhiraj Kapasi and Vimal Arvind Kapasi, Manan Arati Patel, Max Medisupport LLP, MLC Estates LLP, Padam Kumar Agarwala, Parth Dinubhai Amin, Pi Ventures LLP, Pink Ginger Arts LLP, Prashant S Pratap, Protos Engineering Company Private Limited, RSH Global Private Limited, Ruchika Batra Ootam, Sanjay Kalra jointly with Jyotika Kapoor, Sapthagiri S Boggaram, Save Power LLP, Shefali Narendra Kapadia, Silver Cross Marketing Private Limited, Sonal G Shah jointly with Gautam Chandrakumar Shah, Sumeet Chopra, Suraj Developers through its partners Suresh Lakshmikanta Setty and Sachin Suresh, Suresh Bhatia (HUF), Trinity Infratech Private Limited, UBR Capital Private Limited, Universal Medicare Private Limited, Vandana S Boggaram, Veda Commercial Private Limited, Vikram Dwarkanath Yadalam, Vikram Tannan, Vinay Yadalam Madhusudan, Vivek Hinduja and Welspun Group Master Trust through its trustee Balkrishan Goenka, represented through Oaks Asset Management Private Limited are collectively referred to as the "**Oaks Investor Selling Shareholders**" and individually as the "**Oaks Investor Selling Shareholder**";

(vii) the Promoter Selling Shareholder, Promoter Group Selling Shareholders, Individual Investor Selling Shareholder, Corporate Investor Selling Shareholder and Oaks Investor Selling Shareholders are collectively referred to as the "**Selling Shareholders**";

(viii) the Company, the Selling Shareholders and the BRLMs are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

(A) The Book Running Lead Managers, the Company and the Selling Shareholders had executed the Offer Agreement in connection with the Offer.

(B) In connection with the Offer, the Company filed the draft red herring prospectus dated June 27, 2025 read with the corrigendum dated October 3, 2025 ("**DRHP**") with the Securities and Exchange Board of India (the "**SEBI**"), BSE Limited and National Stock Exchange of India Limited, for review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**").

(C) Subsequent to the filing of the DRHP, the Board of Directors of the Company have approved a revised fresh issue size of ₹ 1,920.00 million (the "**Revised Fresh Issue**") pursuant to its meeting on November 10, 2026 and the shareholders of the Company have approved the Revised Fresh Issue at their meeting on November 10, 2026.

(D) Accordingly, in terms of Clause 24.1 of the Offer Agreement and in order to facilitate the Offer, the Parties have agreed to enter into this First Amendment Agreement to reflect, *inter alia*, the revision in the Offer structure, in the manner stated in this First Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree that, with effect from the First Amendment Execution Date, the Offer Agreement shall stand amended as follows:

1. The description of the party of the THIRD PART in the Offer Agreement shall be amended and substituted with the following:

   "***EQUIRUS CAPITAL LIMITED (formerly known as Equirus Capital Private Limited)****, a company incorporated under the laws of India and having its registered office at Unit No. 2601B, 26th Floor, A - Wing, Marathon Futurex, N M Joshi Marg, Lower Parel, Mumbai - 400 013, Maharashtra, India (hereinafter referred to as the "**Equirus**" or "**ECL**") for the **THIRD PART***"

2. Recital A shall be amended and substituted with the following:

"*The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of face value of ₹ 2 each of the Company ("**Equity Shares**"), comprising of a fresh issue of Equity Shares by the Company of such Equity Shares aggregating up to ₹ 1,920.00 million ("**Fresh Issue**") and an offer for sale of up to 8,835,382 Equity Shares by the Selling Shareholders (the "**Offer for Sale**", and such Equity Shares, the "**Offered Shares**") (the Offer for Sale together with the Fresh Issue, the "**Offer**"), in accordance with the Companies Act, 2013 (as defined hereinafter), the Securities and Exchange Board of India (Issue 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 by the Company, in consultation with the BRLMs (the "**Offer Price**"). The Offer will be made within India to institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer includes an offer outside the United States "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors on a discretionary basis by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Offer includes a reservation of such number of equity shares (not exceeding 5% of the post-offer paid-up equity share capital, for subscription by Eligible Employees ("**Employee Reservation Portion**"). The Company, in consultation with the Book Running Lead Managers, may offer a discount to Eligible Employees bidding in the Employee Reservation Portion ("**Employee Discount**"). The Company, in consultation with the BRLMs, may consider issue of specified securities, as may be permitted under the applicable law, aggregating up to ₹ 320.00 million, at its discretion, after filing of the Draft Red Herring Prospectus but prior to filing of the Red Herring Prospectus (as defined hereinafter) with the Registrar of Companies, Mumbai-I at Mumbai ("**Registrar of Companies**" or "**RoC**", and such placement the "**Pre-IPO Placement**"). The Pre- IPO Placement, if undertaken, will be at a price to be decided by the Company, in consultation with the BRLMs. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue. Prior to the completion of the Offer, the Company shall appropriately intimate the subscribers to the Pre-IPO Placement, prior to allotment pursuant to the Pre-IPO Placement, that there is no guarantee that the Company may proceed with the Offer or the Offer may be successful and will result into listing of the Equity Shares on the Stock Exchanges (as defined hereinafter). Further, relevant disclosures in relation to such intimation to the subscribers to the Pre-IPO Placement (if undertaken) shall be appropriately made in the relevant sections of the Red Herring Prospectus (as defined hereinafter) and Prospectus (as defined hereinafter).*"

3. Recital B shall be amended and substituted with the following:

"*The board of directors of the Company (the "**Board of Directors**" or "**Board**"), pursuant to its resolution dated June 24, 2025 and November 10, 2026, in accordance with the applicable provisions of the Companies Act, 2013, has approved and authorised the Offer. Further, pursuant to relevant provisions of the Companies Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company at the meeting of the Shareholders held on June 24, 2025 and November 10, 2026.*"

4. **MISCELLANEOUS**

4.1 Clauses 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of the Offer Agreement shall apply to this First Amendment Agreement, *mutatis mutandis*. All stamp duty payable on this First Amendment Agreement shall be borne by the Company.

4.2 Each Party represents and warrants that it has the requisite authority to enter into this First Amendment Agreement and perform its respective obligations contained herein and that this First Amendment Agreement has been validly executed and delivered by such Party and is a valid and legally binding obligation of such Party.

4.3 No modification, addition, variation, novation, agreed cancellation, alteration or amendment of this First 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 hereto.

4.4 This First Amendment Agreement forms an integral part of the Offer Agreement and, together with the Offer Agreement, constitutes the entire agreement amongst the Parties in relation to its subject matter. For the avoidance of doubt, it is hereby clarified that, unless the context otherwise requires, from the date of execution of this First Amendment Agreement, any reference to the Offer Agreement, including in any communications between the Parties, shall be construed to mean the Offer Agreement as amended by this First Amendment Agreement and in case of any conflict between the Offer Agreement and this First Amendment Agreement, the terms of this First Amendment Agreement shall prevail. Save as agreed in this First Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue remain in full force and effect and binding on the Parties till the consummation of the Offer.

4.5 This First Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of a signed counterpart by e-mail in portable document format (.pdf), or execution by electronic signature in accordance with Applicable Law, shall be as effective as delivery of an original signed counterpart.

4.6 If any provision of this First Amendment Agreement is held to be invalid or unenforceable, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without affecting the remaining provisions of this First Amendment Agreement.

4.7 This First Amendment Agreement shall not be modified or waived, except as otherwise agreed previously in writing and executed by all Parties to this First Amendment Agreement.

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by and on behalf of Foodlink F&B Holdings (India) Limited

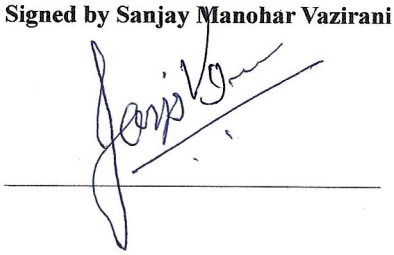
Foodlink F&B Holdings (India) Limited Mumbai

Name: Sanjay Manohar Vazirani
Designation: Chairman & Managing Director

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by Sanjay Manohar Vazirani



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IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by Ankita Chugh



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IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by Arpit Khandelwal



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IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by and on behalf of V'Ocean Investments Limited

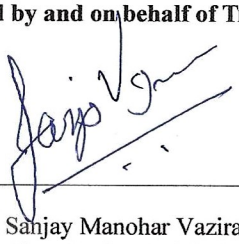
Name: Muhammad Zayd Soopun
Designation: Director

V'Ocean Investments Ltd
The Common Seal of

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by and on behalf of Trans Global Hotels LLP



Name: Sanjay Manohar Vazirani
Designation: Designated Partner

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by Oaks Asset Management Private Limited and on its behalf and as a power of attorney holder on behalf of Aarin Capital Partners through its partners T.V. Mohandas Pai and Ranjan Ramdas Pai, Aarkay Investments Private Limited, Aayush Madhusudan Agrawal, Aditya Premal Kapadia jointly with Seema Kapadia, Adventz Finance Private Limited, Amin Gopalani jointly with Suneeta Gopalani, Apoorva Ashokkumar Patni, Arati Babubhai Patel, Arihant Patni, Ashish Haresh Jagtiani, Aslam Zackria Sait, B S Nagarathna, Badulipar Limited, Balkrishan Gopiram Goenka, Bharat Ajay Kapadia, Boggaram Naranaiah Krishnaiah Sarathi, Bona Terra Greenhouses LLP, Chhatisgarh Investments Limited, Cotha Ganesh Narayan HUF, Dalal and Broacha Stock Broking Private Limited, Dalmia Enterprise Holdings through its partner Gaurav Dalmia, Darshan Mekani, Darshankumar Naranbhai Patel, Dignesh Pramukhbhai Patel, Dipam Kanubhai Patel, DSS Investments through its partners Sajnay Shyan Wadhwa and Sandeep Ram Wadhwa, Duane Part Private Limited, Falcon Marine Exports Limited, Govind Corporation through its partners Tarun N Seksaria and Harshkumar N Seksaria, Govindswamy Naidu Ramaswamy, Hazel Jayesh Mehta, Hina Sushil Jhaveri, Jyoti Bhatia, Kapasi Investments and Trading Company through its partners Ketan Dhiraj Kapasi and Vimal Arvind Kapasi, Manan Arati Patel, Max Medisupport LLP, MLC Estates LLP, Padam Kumar Agarwala, Parth Dinubhai Amin, Janki Darshanbhai Patel, Pi Ventures LLP, Pink Ginger Arts LLP, Prashant S Pratap, Protos Engineering Company Private Limited, RSH Global Private Limited, Ruchika Batra Ootam, Sanjay Kalra jointly with Jyotika Kapoor, Sapthagiri S Boggaram, Save Power LLP, Shefali Narendra Kapadia, Silver Cross Marketing Private Limited, Amin Holdings Private Limited (formerly known as SLP Software Private Limited), Sonal G Shah jointly with Gautam Chandrakumar Shah, Sumeet Chopra, Suraj Developers through its parters Suresh Lakshmikanta Setty and Sachin Suresh, Suresh Bhatia (HUF), Trinity Infratech Private Limited, UBR Capital Private Limited, Universal Medicare Private Limited, Vandana S Boggaram, Veda Commercial Private Limited, Vikram Dwarkanath Yadalam, Vikram Tannan, Vinay Yadalam Madhusudan, Vivek Hinduja and Welspun Group Master Trust through its trustee Balkrishan Goenka.



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Name: Sandeep Somani (power of attorney holder)
Designation: CFO of OAKS Asset Management Private Limited

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by and on behalf of Equirus Capital Limited (*formerly Equirus Capital Private Limited*)



Authorised Signatory
Name: Venkatraghavan S
Designation: Managing Director - ECM
Date: November 10, 2026

This signature page forms an integral part of the First Amendment Agreement to the Offer Agreement amongst Foodlink F&B Holdings (India) Limited, the Selling Shareholders, Equirus Capital Limited (formerly Equirus Capital Private Limited), and JM Financial Limited.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

Signed by and on behalf of JM Financial Limited



_____

Name: Rashi Harlalka
Designation: Executive Director