



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 17a419b8dff3cbbe8283

Receipt Date : 26-Feb-2026 04:56:03 pm

Receipt Amount : 2100/-

Amount In Words : Two Thousand One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : Central Mine Planning and Design Institute Limited

Purpose of stamp duty paid : First Amendment to Offer Agreement

First Party Name : Central Mine Planning and Design Institute Limited

Second Party Name : Coal India Limited IDBI Capital Markets and Securities Limited and SBI Capital Markets Limited

GRN Number : 2600957282

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

THIS STAMP PAPER FORMS AN INTEGRAL PART OF AMENDMENT TO OFFER AGREEMENT ENTERED INTO BY CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED AND COAL INDIA AND IDBI CAPITAL MARKETS & SECURITIES LIMITED AND SBI CAPITAL MARKETS LIMITED ON MARCH 12, 2026.



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय

AMENDMENT TO OFFER AGREEMENT

DATED MARCH 12, 2026

BY AND AMONGST

CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED

AND

COAL INDIA LIMITED

AND

IDBI CAPITAL MARKETS AND SECURITIES LIMITED

AND

SBI CAPITAL MARKETS LIMITED

AMENDMENT TO OFFER AGREEMENT

This **Amendment to Offer Agreement dated May 26, 2025** (this “**Amendment**”) is entered into and executed at Ranchi on this Thursday of March 12, 2026, by and amongst:

- (1) **CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**, a company incorporated under the Companies Act, 1956, having corporate identity number U14292JH1975GOI001223 and having its registered office at Gondwana Place, Kanke Road, Ranchi, Jharkhand, India – 834008 (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) **COAL INDIA LIMITED**, a company incorporated under the Companies Act, 1956, having corporate identity number L23109WB1973GOI028844 and having its registered office at Coal Bhawan, 3rd Floor, Core-2, Premises No-4 MAR, Plot No-AF-III, Action Area-1A, New Town, Rajarhat, Kolkata, West Bengal, 700156 (hereinafter referred to as the “**Promoter**” or “**Promoter Selling Shareholder**”, 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;
- (3) **IDBI CAPITAL MARKETS & SECURITIES LIMITED**, a company incorporated under the Companies Act, 1956 with corporate identity number U65990MH1993GOI075578 and having its registered office at 6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400 005, Maharashtra, India (hereinafter referred to as “**IDBI 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 THIRD PART;
- (4) **SBI CAPITAL MARKETS LIMITED**, a company incorporated under the Companies Act, 1956 with corporate identity number U99999MH1986PLC040298 and having its registered office at Unit No. 1501, 15th floor, A& B Wing, Parinee Crescenzo Building, G Block, Bandra Kurla Complex Bandra (East), Mumbai- 400 051 (hereinafter referred to as “**SBICAPS**”, 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 FOURTH PART.

In this Agreement, IDBI Capital and SBICAPS are individually referred to as a “**Book Running Lead Manager**” or “**BRLM**” and collectively as the “**Book Running Lead Managers**” or “**BRLMs**”.

The Company, the Promoter Selling Shareholder and the BRLMs are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

The Company is proposing an initial public offering of its equity shares of face value ₹ 2 each of the Company (the “**Equity Shares**”). Initially the proposed offer comprised an offer for sale of up to 7,14,00,000 Equity Shares by Promoter Selling Shareholder, in accordance with the Companies Act, the “**SEBI ICDR Regulations** and other Applicable Laws. Accordingly, the Company filed the Draft Red Herring Prospectus dated May 26, 2025, with Securities and Exchange Board of India (“**SEBI**”), and subsequently with BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”). Subsequently, Promoter Selling Shareholder decided to increase the number of equity shares offered under Offer for Sale up to 107,100,000 Equity Shares from 7,14,00,000 Equity Shares. The Promoter Selling Shareholder, *vide* its consent dated February 25, 2026, communicated its revised consent to participate in the Offer for Sale with revised number of Equity Shares. The Company *vide* its resolution dated February 26, 2026, and has taken on record the revised consent of the Promoter Selling Shareholder. Accordingly, in view of the above, the Parties to Offer Agreement have decided to amend the Offer Agreement as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalized terms used in this Amendment 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, to the extent of any such inconsistency or discrepancy.
- 1.2 Rules of interpretation as set out in the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment, mutatis mutandis.
- 1.3 In case of conflict between the provisions of this Amendment and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment shall prevail.

2. EFFECTIVENESS

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

3. Amendments to the Offer Agreement

3.1 Recital (I) of the Offer Agreement shall be replaced with the following:

“The Company is proposing an initial public offering of equity shares of face value ₹ 2 each of the Company (the “Equity Shares”), comprising an offer for sale of up to 107,100,000 Equity Shares by way of an offer for sale by Coal India Limited (‘Promoter Selling Shareholder’) (the “Offer for Sale” and such Equity Shares, the “Offered Shares”), (the “Offer”), in accordance with the Companies Act, 2013 and the rules made thereunder, each as amended, (the “Companies Act”), 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 (as defined herein) at such price as may be determined through the book building process as prescribed under Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the BRLMs (the “Offer Price”). The Offer may include allocation of Equity Shares to certain Anchor Investors (as defined below), as decided by the Company in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made to Indian institutional, non-institutional and retail investors within India in accordance with SEBI ICDR Regulations. The Offer includes an offer (i) in the United States only to persons reasonably believed to be “qualified institutional buyers” as defined in Rule 144A (“Rule 144A”) under the U.S. Securities Act of 1933, as amended (the “U.S. Securities Act”) pursuant to Rule 144A or another available exemption from the registration requirements thereunder; and (iii) outside the United States to eligible investors in “offshore transactions” as defined in, and in reliance on, Regulation S (“Regulation S”) under the U.S. Securities Act and in each case, in compliance with the applicable laws of the jurisdictions where such offers and sales are made. The Offer also includes a reservation for Eligible Employees (as defined in the Red Herring Prospectus and such portion will be referred to as the “Employee Reservation Portion”) and Eligible Shareholders (as defined in the Red Herring Prospectus and such portion will be referred to as the “Shareholder Reservation Portion”). “

3.2 Recital (II) of the Offer Agreement shall be replaced with the following:

“The board of directors of the Company (the “Board of Directors” or “Board”) has, pursuant to a resolution dated May 22, 2025, and February 26, 2026, in accordance with the applicable provisions of the Companies Act, 2013, approved and authorised the Offer.”

3.3 Recital III of the Offer Agreement shall be replaced with the following:

“The Promoter Selling Shareholder has authorized and consented to participate in the Offer for Sale pursuant to its consent letter dated February 25, 2026, details of which are set out in Annexure B.”

3.4 **Annexure B** of the Offer Agreement shall be replaced with the following:

Annexure B

Details of Promoter Selling Shareholder

Name of Selling Shareholder	Maximum number of Offered Shares	Date of resolution or other corporate authorization	Date of consent letter
<i>Coal India Limited</i>	<i>Up to 107,100,000 Equity Shares of face value ₹ 2 each aggregating up to ₹ [●] million</i>	<i>February 25, 2026</i>	<i>February 25, 2026</i>

4. MISCELLANEOUS

- 4.1 Parties to this Amendment represent that they have taken all applicable corporate action to authorize the execution and consummation of the Amendment or have the requisite and proper authorization to execute this Amendment, as applicable. Further, this Amendment constitutes a valid and legal binding agreement with respect to matters stated herein.
- 4.2 The provisions of 3 (Term and Termination), 12 (Confidentiality in respect of the information disclosed by the Company and the Promoter Selling Shareholder), 15 (Indemnity), 16 (Arbitration), 17 (Notices), 18 (Governing Law) and 20 (Severability) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment.
- 4.3 This Amendment may be executed in counterparts, 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.
- 4.4 The Offer Agreement shall stand modified, with effect from the Effective Date to the extent stated in this Amendment. The Parties agree that this Amendment shall be deemed to form an integral part of the Offer Agreement. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment. The Offer Agreement read along with this Amendment shall constitute the entire agreement between the Parties 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.
- 4.5 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.
- 4.6 If any provision or any portion of a provision of this Amendment is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Amendment.
- 4.7 Execution of this Amendment shall be without prejudice to any accrued rights and obligations of the Parties under the Offer Agreement, prior to the execution of this Amendment. For the avoidance of doubt, any accrued rights and obligations of the Parties under the Offer Agreement, prior to amendment under this Amendment shall survive any amendment pursuant to this Amendment, and shall continue to bind the respective Parties unless expressly waived in writing by such Party.

- 4.8 No modification, alteration or amendment of this Amendment 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.
- 4.9 Unless the context otherwise requires, any reference to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall be read in conjunction with the Offer Agreement. This Amendment Agreement supersedes all prior agreements (oral or written), and shall constitute the entire understanding, among the Parties with respect to the subject matters hereof.
- 5.0 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.

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This signature page forms an integral part of the amendment to the Offer Agreement in connection with the proposed initial public offering by Central Mine Planning & Design Institute Limited

IN WITNESS WHEREOF, this amendment 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 **CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**



Authorised Signatory
Name: Abhishek Mundhra
Designation: Company Secretary



This signature page forms an integral part of the amendment to the Offer Agreement in connection with the proposed initial public offering by Central Mine Planning & Design Institute Limited

IN WITNESS WHEREOF, this amendment 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 **IDBI CAPITAL MARKETS AND SECURITIES LIMITED**



Authorised Signatory

Name: Mr. Subodh Gandhi

Designation: Senior Vice President

This signature page forms an integral part of the amendment to the Offer Agreement in connection with the proposed initial public offering by Central Mine Planning & Design Institute Limited

IN WITNESS WHEREOF, this amendment 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 **SBI CAPITAL MARKETS LIMITED**

Kristina



Authorised Signatory

Name: Kristina Dias

Designation: Vice President

This signature page forms an integral part of the amendment to the Offer Agreement in connection with the proposed initial public offering by Central Mine Planning & Design Institute Limited

IN WITNESS WHEREOF, this amendment 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 **COAL INDIA LIMITED**



Authorised Signatory

Name: Sagar Sen

Designation: General Manager (Business Development)

