

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/12/2025

Certificate No. JCP2025L331



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

GRN No. 144012332



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Victory electric vehicles International limited

H.No/Floor : X Sector/Ward : X

LandMark : X

City/Village : Bahadurgarh

District : Jhajjar

State : Haryana

Phone: 88*****97



Buyer / Second Party Detail

Name : Maashitla securities Private limited

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village: New delhi

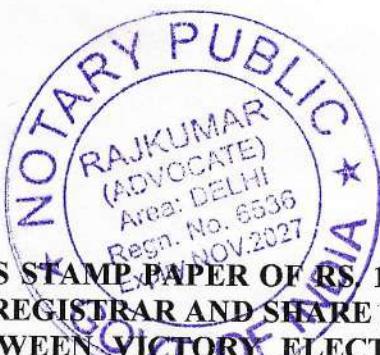
District : New delhi

State : Delhi

Phone : 88*****97

Purpose : GENERAL AGREEMENT

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



Victory Electric Vehicles International Ltd.

John
Director



THIS STAMP PAPER OF RS. 1000/- SHALL BE FORMS PART AND PARCEL OF ADDENDUM TO REGISTRAR AND SHARE TRANSFER AGENT AGREEMENT DATED DECEMBER 16, 2025 BETWEEN VICTORY ELECTRIC VEHICLES INTERNATIONAL LIMITED ("ISSUER" OR "THE COMPANY") AND MAASHITLA SECURITIES PRIVATE LIMITED ('REGISTRAR AND TRANSFER AGENT')

**ADDENDUM TO REGISTRAR AND SHARE TRANSFER AGENT AGREEMENT
FOR THE INITIAL PUBLIC OFFER BY VICTORY ELECTRIC VEHICLES
INTERNATIONAL LIMITED AT SME PLATFORM OF NSE LIMITED.**

This addendum is executed on December 16, 2025 at Delhi in reference to Registrar and Share Transfer Agreement dated November 22, 2024 between the following parties that are named below in this document.

MAASHITLA SECURITIES PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended and having its registered office at 451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, New Delhi - 110034 (hereinafter referred to as "**the Registrar**"/ "**MSPL**"), 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 **FIRST PART**;

AND

VICTORY ELECTRIC VEHICLES INTERNATIONAL LIMITED, a company incorporated under the Companies Act, 2013 and having its Registered office situated at Plot no -6, Second Floor, Block- A-5, MAA Bhagwati Apartment, Paschim Vihar, Delhi-110063 (hereinafter referred to as ("**The Company**"/"**Issuer**"), 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**;

In this Agreement (**The Company and Registrar** are hereinafter collectively referred to as the "Parties" and individually as a "Party").

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following additions/ modifications/ substitutions that are outlined below in the said Agreement. These additions/ modifications/ substitutions shall be made valid as if they are in the original stated contract.

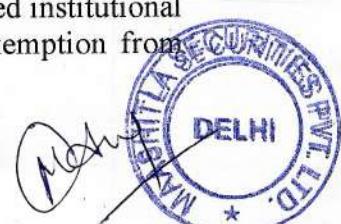
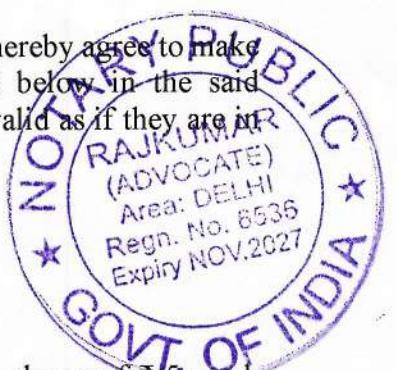
WHEREAS:

1. *Existing Clause A under "WHEREAS"*

The Company is proposing to undertake an initial public issue of equity shares of ₹5- each (the "**Equity Shares**") of the Company comprising a fresh issue of up to **5647000** Equity Shares by the Company (the "**Fresh Issue**") (the Fresh Issue shall collectively be referred to as the "**Issue**", unless the context so requires); in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Lead Manager in accordance with the SEBI ICDR Regulations, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the "**Issue Price**"). The Issue will be made (i) within India to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and made in reliance on Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**") (ii) within the United States, only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) pursuant to exemption from

Victory Electric Vehicles International Ltd.


Sanjay
Director



registration under the Securities Act, and (iii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

This shall be replaced with:

The Company is proposing to undertake an initial public issue of equity shares of ₹ 5- each (the “**Equity Shares**”) of the Company comprising a fresh issue of up to **8430000** Equity Shares by the Company (the “**Fresh Issue**”) (the Fresh Issue shall collectively be referred to as the “**Issue**”, unless the context so requires); in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Lead Manager in accordance with the SEBI ICDR Regulations, 2018 as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the “**Issue Price**”). The Issue will be made (i) within India to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and in “offshore transactions” as defined in and made in reliance on Regulation S under the United States Securities Act of 1933, as amended (the “**Securities Act**”) (ii) within the United States, only to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) pursuant to exemption from registration under the Securities Act, and (iii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

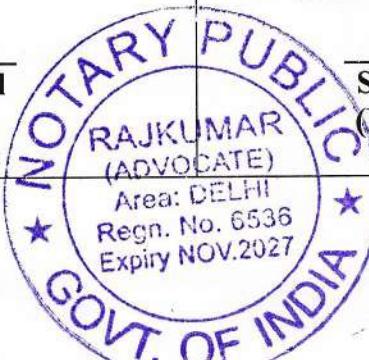
Other Terms Unchanged except Retail Individual Investors:

Except Retail Individual Investors which will be replaced as Individual Investors as expressly amended by this Addendum, all other terms, conditions, rights, and obligations contained in the Agreement shall remain unchanged and continue to be in full force and effect.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

In witness whereof, the Parties have entered into this Agreement on the date mentioned above.

<p>For and on behalf of Maashitla Securities Private Limited (Registrar to the Issue)</p>  <p>Mukul Agrawal (Director) DIN: 03532454</p>	<p>For and on behalf of Victory Electric Vehicles International Limited (Issuer Company)</p>  <p>Victory Electric Vehicles International Ltd. Sanjay Kumar Popli Managing Director DIN: 06934773</p>
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22 DEC 2025

