



(Please scan this QR code
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ARMEE INFOTECH LIMITED

Our Company was originally incorporated as “Blossom Infraspace Private Limited” a private limited company under the Companies Act, 1956 through a certificate of incorporation dated February 8, 2011, issued by the Registrar of Companies, Gujarat at Dadra and Nagar Haveli. On March 1, 2017, our Company was admitted into a partnership, namely, M/s Armee Infotech (the “Partnership Firm”). Subsequently, through a deed of dissolution dated April 1, 2017, the Partnership Firm was dissolved, and the business of M/s Armee Infotech was transferred to our Company. Pursuant to a resolution passed by our Board at its meeting held on March 31, 2017 and the special resolution passed by our Shareholders at their meeting held on April 8, 2017, the name of our Company was changed to “ArMee Infotech Private Limited” and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Gujarat at Ahmedabad (“RoC”) on April 21, 2017. Upon conversion of our Company into a public limited company, pursuant to the approval accorded by our Shareholders at their extra-ordinary general meeting held on February 20, 2024, the name of our Company was changed to “ArMee Infotech Limited” and a fresh certificate of incorporation consequent upon change of name upon conversion to public limited company was issued to our Company by the RoC on April 24, 2024. For further details, relating to the changes in the name of our Company and the Registered Office of our Company, please see the section titled “History and Certain Corporate Matters” on page 239.

Registered and Corporate Office: ArMee House, 17, Goyal Intercity, Row House, Thaltej, , Thaltej Road, Ahmedabad, Gujarat – 380054, India; **Tel:** + 91 79 4911 4911;

Website: www.armeeinfotech.com; **Contact Person:** Purnima Jain, Company Secretary and Compliance Officer; **E-mail:** cs@armeeinfotech.com

Corporate Identity Number: U72100GJ2011PLC063953

OUR PROMOTERS: AMI RIDHISH PATEL, KIRITKUMAR CHIMANBHAI PATEL AND RIDHISH KIRITBHAI PATEL

INITIAL PUBLIC OFFERING OF UP TO [●] EQUITY SHARES OF FACE VALUE OF ₹ 10 EACH (“EQUITY SHARES”) OF ARMEE INFOTECH LIMITED (“OUR COMPANY”) OR THE “ISSUER”) FOR CASH AT A PRICE OF ₹ [●] PER EQUITY SHARE (“ISSUE PRICE”) AGGREGATING UP TO ₹ 30,000 LAKHS (THE “ISSUE”). THE ISSUE COMPRISES OF A FRESH ISSUE OF UPTO [●] EQUITY SHARES BY OUR COMPANY AGGREGATING UPTO ₹ 30,000 LAKHS.

THE PRICE BAND AND THE MINIMUM BID LOT SIZE WILL BE DECIDED BY OUR COMPANY IN CONSULTATION WITH THE BRLMS AND WILL BE ADVERTISED IN [●] EDITIONS OF THE [●], AN ENGLISH LANGUAGE NATIONAL DAILY WITH WIDE CIRCULATION, [●] EDITIONS OF [●], A HINDI LANGUAGE NATIONAL DAILY WITH WIDE CIRCULATION, [●] EDITIONS OF [●], A GUJARATI LANGUAGE DAILY WITH WIDE CIRCULATION (GUJARATI BEING THE REGIONAL LANGUAGE OF GUJARAT WHERE OUR REGISTERED AND CORPORATE OFFICE IS LOCATED), AT LEAST TWO WORKING DAYS PRIOR TO THE BID/ISSUE OPENING DATE AND SHALL BE MADE AVAILABLE TO THE STOCK EXCHANGES FOR THE PURPOSE OF UPLOADING ON THEIR RESPECTIVE WEBSITES, IN ACCORDANCE WITH THE SEBI ICDR REGULATIONS. THE ISSUE AND THE NET ISSUE SHALL CONSTITUTE [●]% AND [●]% OF OUR POST-ISSUE PAID-UP EQUITY SHARE CAPITAL OF OUR COMPANY, RESPECTIVELY.

ADDENDUM II TO THE DRAFT RED HERRING PROSPECTUS DATED SEPTEMBER 26, 2025 (THE “DRAFT RED HERRING PROSPECTUS”): NOTICE TO INVESTORS (THE “ADDENDUM II”)

This Addendum II is with reference to the DRHP filed with the SEBI and the Stock Exchanges in relation to the Issue. Potential Bidders may note the following:

- The Indian Renewable Energy Development Agency Limited (“IREDA”) has agreed to provide to the Company, as a borrower, a sanction of ₹ 100.10 Crores (Rupees One Hundred Crore and Ten Lakh Only) pursuant to the sanction letter dated December 23, 2025, subsequent to the Company’s loan application, for the purpose of commissioning 25 MWac/32.50 MWp solar photovoltaic power plant at various locations in Maharashtra awarded by Maharashtra State Electricity Distribution Co. Ltd. (“MSEDCL”) under PM KUSUM Scheme, Component C (Feeder Level Solarization).
- As a condition precedent to the term loan, IREDA has required the Company to amend and include certain clauses in their Articles of Association (“AoA”). Accordingly, the AoA has been amended to reflect the same. The amendments to the AoA were approved by a board resolution dated January 19, 2026, and a special resolution dated January 20, 2026, passed by our Shareholders. The disclosures in the DRHP including in the sections “Financial Indebtedness” and “Main Provisions of the Articles of Association”, beginning on pages 332 and 411 of the DRHP, respectively, will be suitably updated in the RHP and Prospectus, as and when filed with the RoC, SEBI and Stock Exchanges. The amendments to the AoA are set out below in a tabular format:

S. No.	Amendment	Amended Clauses
1.	The following proviso shall stand added to the clause ‘Interpretation’ of the AOA.	“Provided that, with respect to the provisions added herein pursuant to the Facility Agreement, unless otherwise defined here in the Art terms used herein shall have the meaning assigned to them in the Facility Agreement;”
2.	The new Article 52A shall be added after the existing Article 52 and read as follows:	“52A Notwithstanding anything to the contrary contained in the Articles, but subject to provisions of Section 62(3) of the Companies Act, 2013, Applicable Law, the Lender shall be entitled to convert the outstanding debt (including the unpaid interest) into equity in the manner, and on the terms, appropriate by the Lender and in accordance with and manner provided on the Loan Agreement and other Financing Documents. Notwithstanding to the contrary stated elsewhere, the Company shall take all such actions as may be necessary to effectuate the conversion including filing of shares and registration of the same in the name of the Lender or its nominee pursuant to exercise of the aforementioned right by the Lender.”
3.	The new Article 89A shall be added after Article 89 and read as follows:	“89A Notwithstanding anything contained in these Articles, the Lender shall have the right to appoint Nominee Directors or/and such other persons as concurrent auditors and special auditors) as deemed fit by the Lender, with the Nominee Director Privileges, upon occurrence of an Event of Default or expenses that may be incurred by the Lender or such Nominee Director or consultants in connection with/furtherance to their appointment, their attending Board meetings or other meetings and on conducting any examinations/ reviews of the Project shall be paid or reimbursed by the Lender.”
4.	The new Article 107 shall be added after the Article 106 and read as follows:	“107 Notwithstanding anything to the contrary contained in these Articles, the Company shall require the prior written consent from the Lender to require to intimate the lender, as applicable, in terms of the Financing Documents or any other documents for (a) any amendment or modification of memorandum of association or articles of association of the Company; and (b) any action or change in terms or conditions which are material to the provisions of the Financing Documents;”

Please note that this Addendum II does not reflect all the changes that have occurred between the date of filing of the DRHP and the date hereof, and accordingly does not include all the changes and/or updates that will be included in the RHP and Prospectus. The above changes are to be read in conjunction with the DRHP and, accordingly, their references in the DRHP stand updated pursuant to this Addendum II. The information in this Addendum II supplements the DRHP and updates the information in the DRHP, as applicable. Potential Bidders should read this Addendum II in conjunction with the DRHP. All capitalised terms used in this Addendum II shall, unless the context otherwise requires, have the meaning ascribed to them in the DRHP.

For and Behalf of ArMee Infotech Limited
Sd/-
Purnima Jain,
Company Secretary and Compliance Officer

Place: Ahmedabad
Date: August 25, 2026

BOOK RUNNING LEAD MANAGERS		REGISTRAR TO THE ISSUE
Khandwala Securities Limited G-II, Ground Floor, Dalamal House, Nariman Point, Mumbai – 400 021, Maharashtra, India Tel.: +91 22 4076 7373 E-mail: ipo@kslindia.com Website: www.kslindia.com Investor grievance e-mail: mbinvestorgrievances@kslindia.com Contact person: Alok Desai SEBI Registration Number: INM000001899	Saffron Capital Advisors Private Limited 605, Center Point, 6 th floor, Andheri Kurla Road, J. B. Nagar, Andheri (East), Mumbai, Maharashtra - 400059, India. Tel.: +91 22 4973 0394 E-mail: ipos@saffronadvisors.com Website: www.saffronadvisors.com Investor grievance e-mail: investor grievance@saffronadvisors.com Contact person: Pooja Jain / Sayalee Gaikwad SEBI Registration Number: INM000011211	Cameo Corporate Services Limited “Subramanian Building” No. 01, Club House Road, Chennai, Tamil Nadu- 600002, India Tel.: +91 44 4002 0700 E-mail: priya@cameoindia.com Website: www.cameoindia.com Investor grievance e-mail: ArMee@cameoindia.com Contact person: K. Sreepriya SEBI Registration Number: INR000003753
BID/ISSUE PROGRAMME		
ANCHOR INVESTOR BIDDING DATE [●]*	BID/ISSUE OPENS ON [●]	BID/ISSUE CLOSING DATE [●]**^

* Our Company, in consultation with the BRLMs, may consider participation by Anchor Investors in accordance with the SEBI ICDR Regulations. The Anchor Investors shall Bid during the Anchor Investor Bidding Date, i.e., one Working Day prior to the Bid/Issue Opening Date.

** Our Company, in consultation with the BRLMs may consider closing the Bid/Issue Period for QIBs one day prior to the Bid/Issue Closing Date, in accordance with the SEBI ICDR Regulations.

^ UPI mandate end time and date shall be at 5:00 pm on the Bid/Issue Closing Date