

OFFER AGREEMENT

DATED JUNE 29, 2023

AMONGST

SHARP CHUCKS AND MACHINES LIMITED

AND

FEDEX SECURITIES PRIVATE LIMITED


For Sharp Chucks and Machines Limited



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For Shareholders Machine Ltd.
Mg. Director

S/Sarghvi


This OFFER AGREEMENT (this "Agreement") is entered into in Mumbai on June 29, 2023, amongst:

SHARP CHUCKS AND MACHINES LIMITED, a public limited company incorporated under Companies Act 1956 and having its registered office at A-12 Industrial Development Colony Jalandhar - 144012, Punjab, India (the "Company", or "Issuer 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);

AND

FEDEX SECURITIES PRIVATE LIMITED, a company incorporated under Companies Act 1956 and having its registered office at 3rd Floor, B Wing, Jay Chambers, Dayaldas Road, Vile Parle East, Mumbai - 400057 ("Fedex", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

In this Agreement, (i) Fedex is referred to as "Lead Manager" or "LM"; and (ii) the Company and the LM are collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- (A) The Company and the Selling shareholder are proposing to undertake an initial public offering of the equity shares of face value of ₹ 10 each of the Company ("Equity Shares"), comprising: (A) a fresh issue of upto 10,71,484 Equity Shares by the Company (the "Fresh Issue"), and (B) an offer for sale of up to 19,29,516 Equity Shares ("Offered Shares") by the Selling shareholder (the "Offer for Sale" and together with the Fresh Issue, "Offer"), in accordance with the Companies Act, 2013 as amended, including any rules, regulations, clarifications and modifications thereto ("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, at such price as may be determined through the fixed process under the SEBI ICDR Regulations by the Company in consultation with the LM (the "Offer Price"). The Offer will be made (i) within India, to Indian Institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulation and, in "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");
- (B) The board of directors of the Company (the "Board of Directors" or "Board"), pursuant to its resolution dated March 28, 2023 in accordance with the applicable provisions of the Companies Act, 2013, has approved and authorized the Offer. Further, the shareholders of the Company pursuant to a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013, have approved the Fresh Issue at the extraordinary general meeting held on April 15, 2023.
- (C) Selling Shareholder has duly approved and authorized the Offer for Sale. The details of the consent letter are annexure as Annexure A.
- (D) The Company in consultation with the Selling Shareholder have appointed the LM to manage the Offer as the lead manager. The LM has accepted the engagement in terms of the

LM/CD/01/23/1

For Sharp Chucks and Machines Limited

S/A. Sanghvi

engagement letter dated March 28, 2023 (the "Engagement Letter"), subject to the terms and conditions set out in the Engagement Letter.

- (E) The agreed fees and expenses payable to the LM for managing the Offer are set out in the Engagement Letter.
- (F) Pursuant to the SEBI ICDR Regulations, the LM are required to enter into this Agreement with the Company to set forth certain terms and conditions for and in connection with the Offer.

NOW, THEREFORE, the Parties do hereby agree and duly acknowledge the adequacy of consideration as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined in this Agreement, have the meanings assigned to them in the Offer Documents (as defined hereafter), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

"Affiliate", with respect to any Party, means: (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company or subsidiary of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. The terms "Promoters", "Promoter Group" and "Group Companies" have the respective meanings set forth in the Offer Documents. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective meanings set out in Section 2(46) and 2(87) of the Companies Act, 2013. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable. In addition, for the purposes of this Agreement, the Promoters and the members of the Promoter Group are deemed to be Affiliates of the Company.


"Agreement" has the meaning attributed to such term in the Preamble of this Agreement;

"Allotment" or "Allotted" means, unless the context otherwise requires, allotment of the Equity Shares pursuant to the transfer of the Offered Shares pursuant to the Offer for Sale to the successful bidders;

"Allotment Advice" means, note or advice or intimation of Allotment sent to the bidders who have been or are to be Allotted the Equity Shares after the basis of allotment has been approved by the designated stock exchange;

"Allottee" means a successful bidder to whom the Equity Shares are Allotted;




For Shareholder's Attention

My Director

"Anti-Bribery and Anti-Corruption Laws" has the meaning ascribed thereto in Paragraph [3.74] of this Agreement;

"Anti-Money Laundering Laws" has the meaning ascribed thereto in Paragraph [3.75] of this Agreement;

"Applicable Law" means any applicable law, statute, byelaw, rule, regulation, guideline, circular, notification, regulatory policy, (any requirement under, or notice of, any regulatory body), equity listing agreements with the Stock Exchange(s), compulsory guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 (the "SCRA"), the Securities Contracts (Regulation) Rules, 1957 (the "SCRR"), the Companies Act, 2013 and together with the Companies Act, 1956, to the extent applicable (collectively, the "Companies Act"), the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Foreign Exchange Management Act, 1999 ("FEMA") and rules and regulations thereunder including FEMA Rules, and the guidelines, instructions, rules, communications, circulars and regulations and directives issued by any Government Authority (and similar rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer);

"Board of Directors" has the meaning ascribed to it in Recital (B) of this Agreement;

"Lead Manager" or "LM" has the meaning ascribed to it in the Preamble of this Agreement;

"Company" has the meaning ascribed to it in the Preamble of this Agreement;

"Control" has the meaning set out under the SEBI ICDR Regulations and the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and the terms

"Controlling" and "Controlled" shall be construed accordingly;

"Dispute" has the meaning ascribed to it in Clause 12.1 of this Agreement;

"Draft Prospectus" or "DP" means the draft offer document filed with SEBI/Stock Exchanges and issued in accordance with the SEBI ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer, including any addenda or corrigenda thereto;

"Encumbrances" has the meaning ascribed to it in Clause 3.8 of this Agreement;

"Engagement Letter" has the meaning ascribed to it in Recital (E) of this Agreement;

"Equity Shares" has the meaning ascribed to it in Recital (A) of this Agreement;

"FEMA Rules" shall mean the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, as amended;






"Governmental Authority" shall include SEBI, Stock Exchanges, RoC, Reserve Bank of India, any national, state, regional or local government or any governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government owned body, department, commission, authority, agency or entity, in or outside of India;

"Governmental Licenses" has the meaning ascribed to it in Clause 3.16 of this Agreement;

"Group Company(ies)" means company(ies) as defined under Regulation 2(1)(t) of the SEBI ICDR Regulations, and as identified in the Offer Documents;

"Indemnified Party" has the meaning ascribed to it in Clause 16.1 of this Agreement;

"IND-AS" means IFRS converged Indian Accounting Standards, notified pursuant to the Companies (Accounting Standards) Rules, 2015 issued by the MCA on February 16, 2015;

"Indemnifying Party" has the meaning ascribed to it in Clause 16.3 of this Agreement;

"Loss or Losses" has the meaning ascribed to it in Clause 16.1 of this Agreement;

"Material Adverse Change" means, individually or in the aggregate, a material adverse change or development, individually or in aggregate, as determined by the LM in its sole discretion, likely to involve a prospective material adverse change: (i) in the reputation, condition (financial, legal or otherwise), earnings, assets, liabilities, revenues, profits, cash flows, business, management, operations or prospects of the Company, whether or not arising from transactions in the ordinary course of business (including any material loss or interference with their respective businesses from fire, explosions, flood, new pandemic (man-made and / or natural, other than COVID-19), or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree, and any change pursuant to any restructuring); (ii) in the ability of the Company to conduct their businesses and to own or lease their assets or properties in substantially the same manner in which such businesses were previously conducted or such assets or properties were previously owned or leased, as described in the Offer Documents; or (iii) in the ability of the Company to severally perform under, or consummate the transactions contemplated by, this Agreement or the Engagement Letter or the Underwriting Agreement (as defined hereafter), including the issuance and Allotment under the Fresh Issue as contemplated herein or therein (iv) in the ability of the Selling shareholder to perform its respective obligations under, or to complete the transactions contemplated by, this Agreement, or the Engagement Letter or the Underwriting Agreement (as defined hereafter), including the offer, sale and transfer of the respective Offered Shares in the Offer for Sale, as contemplated herein or therein;

"UPI Circulars" SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018,

SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2020 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL-2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular number






SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI and Stock Exchanges in this regard;

"Offer" has the meaning ascribed to it in Recital (A) of this Agreement;

"Offer Documents" means the Draft Prospectus and the Prospectus, as approved by the Company and as filed or to be filed with the Securities and Exchange Board of India, the Stock Exchange(s) (as defined hereafter) and the Registrar of Companies, Chandigarh at Punjab (the "Registrar of Companies"/"RoC"), as applicable, together with the preliminary or final international supplement/wrap to such offering documents, Bid cum Application Form including the Abridged Prospectus, and any amendments, supplements, notices, corrections or corrigenda to such offering documents and international supplement/wrap;

"Offer Price" has the meaning ascribed to it in Recital (A) of this Agreement;

"Offered Shares" has the meaning ascribed to it in Recital (A) of this Agreement;

"Parties" shall mean the Company and the LM;

"Publicity Guidelines" has the meaning ascribed to it in Clause 7.1 of this Agreement;

"Regulation S" has the meaning ascribed to it in Recital (A) of this Agreement;

"Restricted Party" means a person that is: (i) listed on, or owned or controlled by or 50% or more owned in the aggregate by a person listed on, or acting on behalf of one or more persons or entities that are currently the subject of any sanctions administered or enforced by the Sanctions or listed on any Sanctions List (each as defined herein), (ii) located in, incorporated under the laws of, or owned (directly or indirectly) or controlled by, resident in a country or territory that is, or acting on behalf of, a person located in or organized under the laws of a country or territory that is or whose government is, the target of country-wide or territory-wide Sanctions (as of the date of this Agreement, including, but not limited to, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine); or (iii) otherwise a target of Sanctions (the "target of Sanctions" signifying a person with whom a U.S. person or other person required to comply with the relevant Sanctions would be prohibited or restricted by law from engaging in trade, business or other activities);

"Sanctions" means economic or financial sanctions or trade embargoes or restrictive measures administered, imposed, enacted or enforced by: (a) the United States government; (b) the United Nations Security Council; (c) Switzerland; (d) the European Union or its Member States; (e) the United Kingdom; (f) India; or (g) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of Treasury (the "OFAC"), the U.S. Department of Treasury, U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce (including, without limitation, the designation as a "specially designated national or blocked person" thereunder), United Nations and Her Majesty's Treasury (the "HMT") or other relevant sanctions authorities (collectively, the "Sanctions Authorities"), including

without any limitation any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. International Emergency Economic Powers Act of 1977, the U.S. Iran Sanctions of 1995, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Freedom and Counter-Proliferation Act of 2010, the U.S. Iran Threat Reduction and Syria Human Rights Act of 2012, Section 1245 of the National Defence Authorization Act of 2012, the U.S. Trading With the Enemy Act of 1917, the U.S. United Nations Participation Act of 1945 or the U.S. Syria Accountability and Lebanese Sovereignty Restoration Act of 2003, all as amended, or any of the foreign asset control regulations of the United States Department of Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation, regulation, directive, executive order or license relating thereto;

"Sanctions List" means the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List and the Sectoral Sanctions Identifications List maintained by OFAC, the United Nations Security Council 1267/1989/2253 Committee's Sanction List, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

"Selling Shareholder Statements" shall mean all the statements specifically made, confirmed or undertaken by the Selling Shareholder, in writing, in the Offer Documents in relation to itself as a selling shareholder and its Offered Shares;

"SEBI ICDR Regulations" has the meaning ascribed to it in Recital (A) of this Agreement;

"Selling Shareholder" mean SIDBI Venture Capital Limited acting in the capacity of SIDBI Trustee Company Limited A/c India Opportunities Fund

"Stock Exchanges" means the EMERGE platform of National Stock Exchange of Limited India, where the Equity Shares of the Company are proposed to be listed;

"Supplemental Offer Materials" means any written communication, prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Equity Shares in the Offer, including, but not limited to, the investor road shows presentation or any other road show materials relating to the Offer;

"Underwriting Agreement" has the meaning set out in Clause 1.3 of this Agreement;

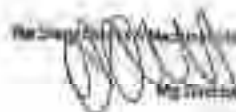
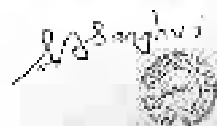
"U.S. Securities Act" shall have the meaning assigned to such term in Recital (A) of this Agreement; and

"Wilful Defaulter" shall have meaning ascribed to it under the SEBI ICDR Regulations

"Working Day" shall mean all days, on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays or a public holiday, on which commercial banks in Mumbai are open for business; and with reference to the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the circulars issued by the SEBI.

1.2 In this Agreement, unless the context otherwise requires:

- (i) Words denoting the singular number shall include the plural and vice versa, as applicable;
- (ii) Words importing any gender include every gender, as applicable;
- (iii) Words denoting a person shall include a natural person, corporation, company, partnership, trust or other entity having legal capacity;
- (iv) Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (v) The words 'including' and 'among others' and words and phrases of a like nature used in this Offer Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- (vi) References to statutory provisions shall be construed as references to those provisions and any orders, rules, regulations, clarifications, instruments or other subordinate legislation made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Offer Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- (vii) References to this Offer Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be mutually amended, varied or supplemented or any replacement or novation thereof;
- (viii) Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to the entirety of this Offer Agreement;
- (ix) Reference to any Party to this Offer Agreement or any other agreement or deed or other instrument shall include its successors in business or permitted assigns;
- (x) Unless otherwise indicated, any reference to clauses, sub-clauses, section, paragraph or schedules are to a clause, sub-clause, section or paragraph or schedule of or to this Offer Agreement;
- (xi) Unless otherwise defined the reference to the word 'days' shall mean calendar days;
- (xii) References to a statute or regulation or a statutory provision or regulatory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (xiii) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (xiv) Any reference to the "knowledge" or "best knowledge" of any person shall mean the actual knowledge of such person and that reference shall be deemed to include a statement to the effect that has been given after due and careful enquiry and making all due diligence



inquiries and investigations which would be expected or required from a person of ordinary prudence.

1.3 The Parties acknowledge and agree that entering into this Agreement or the Engagement Letter shall not create or be construed to or be deemed to create any obligation, agreement or commitment, whether express or implied, on the LM to subscribe to, purchase or place the Equity Shares, or to enter into any underwriting agreement (the "Underwriting Agreement") in connection with the Offer, or to provide any financing or underwriting to the Company, or any of their respective Affiliates. For avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly, among the Parties with respect to the placement, subscription, purchase or underwriting of any Equity Shares. In the event the Company, the LM enter or other intermediary if any enter into an Underwriting Agreement, such agreement shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Offer (including the provision of comfort letters, arrangement letters and legal opinions), lock-up, indemnity, contribution, termination and *force majeure* provisions, in form and substance mutually agreed between the Parties. Further, the LM may, in each of their sole judgment and discretion, in relation to themselves, determine at any time not to proceed with the Offer as lead manager to the Offer, respectively.

1.4 Unless specified otherwise, rights, obligations, representations, warranties, covenants and undertakings of the (i) Company

2. OFFER TERMS AND CERTAIN CONFIRMATIONS BY THE COMPANY

2.1 The Offer will be managed by the LM through fixed process prescribed under the SEBI ICDR Regulations, in accordance with the responsibilities annexed to this Agreement as Annexure B.

2.2 The Company shall not, during the subsistence of this Agreement, without the prior written approval of the LM, file any Offer Documents with the SEBI, the Stock Exchange(s), the Registrar of Companies or any Governmental Authority whatsoever or make any offer relating to the Equity Shares that would constitute the Offer, or otherwise issue or distribute, the Offer Documents or any Supplemental Offer Materials.

2.3 The Company in consultation with the LM, shall decide the terms of the Offer, including the Bid/Offer Opening Date and Bid/Offer Closing Date, including the Bid/Offer Closing Date applicable to the Qualified Institutional Buyers, Bidding Date, and any revisions thereof, the Price Band, including any revisions thereof, retail discount (if any) and the final Offer Price, which shall be determined through the Fixed Process, including any revisions, modifications or amendments thereto. Any revisions shall be promptly conveyed in writing by the Company to the LM. The final Offer Price, for the avoidance of doubt, shall be binding on all the Selling Shareholder.

2.4 All allocations and the Basis of Allotment (and Allotments of the Equity Shares shall be finalized by the Company in consultation with the LM and NSE Limited ("EMERGENSE") is designated stock exchange, in accordance with Applicable Law.

- 2.5 Other than the listing fees, which shall be borne by the Company, ensure that all costs, fees and expenses relating to the Offer, including the underwriting commissions, procurement commissions, if any, and brokerage due to the underwriters and sub-brokers or stock brokers, fees payable to the SCSBs, LM, syndicate members, legal advisors, fixed issue fees and other charges, fees and expenses of the SEBI, the Stock Exchanges and any other Governmental Authority, registrar fees and broker fees (including fees for procuring of applications), bank charges and any other agreed fees and commissions, as applicable, payable by the Company to the LM in relation to the Offer shall be paid within the time prescribed under the agreements to be entered into with such persons, the Engagement Letter and in accordance with Applicable Law. All outstanding amounts payable to the LM in accordance with the terms of the Engagement Letter shall be payable directly from the Public Offer Account after transfer of funds from the Escrow Accounts and the ASBA accounts to the Public Offer Account and immediately on receipt of the listing and trading approvals from the Stock Exchanges.
- 2.6 The Company shall make applications to the Stock Exchanges for listing of the Equity Shares and shall obtain in-principle listing approvals from the Stock Exchanges and designate one of the Stock Exchanges as the designated stock exchange prior to filing the Draft Prospectus with the RoC. The Company undertakes that all the steps will be taken for the completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within the time prescribed under Applicable Law. The Selling Shareholder by their consent letter undertake to provide such reasonable support, information and documentation in relation to itself and extend reasonable cooperation as may be required by the Company to facilitate the process of listing the Equity Shares on the Stock Exchanges.
- 2.7 The Company undertake and agree that it shall not access the money raised in the Offer until receipt of the final listing and trading approvals from the Stock Exchanges. The Company shall refund the money raised in the Offer, together with any applicable interest, to the Bidders if required to do so for any reason, including due to failure to obtain listing or trading approval or pursuant to any direction or order of Governmental Authority. The Company further undertake that they shall ensure that adequate funds required for making refunds shall be made available to the Registrar to the Offer.
- 2.8 The Company shall take all necessary steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within six Working Days of the Bid/Offer Closing Date, or such other time period as may be prescribed under Applicable Law, and, in particular, the Company shall immediately take all necessary steps (including ensuring that requisite funds are made available to the Registrar to the Offer/Refund Bank), in consultation with the LM, to ensure the completion of Allotment, dispatch of Allotment Advice, including any revisions, if required, and refund orders to Bidders, including unblocking ASBA accounts in relation to ASBA bidders, in any case, no later than the time limit prescribed under Applicable Law and, in the event of failure to do so, to pay interest to Bidders as required under Applicable Law. Selling Shareholder by their consent letter provide all reasonable support and extend reasonable cooperation (a) as maybe reasonably required or requested by the Company and/or the LM in this respect or (b) as required under Applicable Law to facilitate the process of listing the Equity Shares on the Stock Exchanges.
- 2.9 The Company agrees and undertakes that: (i) refunds to unsuccessful bidders or dispatch of Allotment Advice shall be made in accordance with the methods described in the Offer Documents; and Confirmation of Allocation Note by registered post, in accordance with the


methods described in the Offer Documents, shall be made available to the Registrar to the Offer.

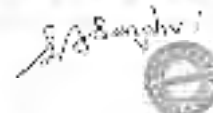

- 2.10 The Company shall obtain authentication on the SEBI Complaints Redress System (SCORES) prior to filing the DRHP and in consultation with the LM shall set up an investor grievance redressal system to redress all Offer related grievances to the satisfaction of the LM and in compliance with Applicable Law. The Selling Shareholder by their consent letter shall authorize the Company to deal with any investor grievances on their behalf in relation to itself and its respective Offered Shares, and shall provide reasonable support and extend reasonable cooperation as required or requested by the Company and/or the LM in redressal of such investor grievances to the extent such investor grievances pertain to the respective Selling shareholder and their respective Offered Shares.
- 2.11 The Company acknowledge and agree that the LM shall have the right but not the obligation to withhold submission of any of the Offer Documents to SEBI, the RoC or the Stock Exchanges, as applicable, in the event that any information or documents reasonably requested by the LM is not made available by the Company, its Directors, Promoters, members of the Promoter Group, immediately on request by the LM or the information already provided to the LM is untrue, inaccurate or incomplete. The Selling Shareholder by their consent letter agree to make available to the Company and LM such information, as may be requested by SEBI or any Government Authority, regarding it or in relation to its respective Offered Shares.
- 2.12 No Selling Shareholder by their consent letter may withdraw from the Offer after filing of the DP with Stock Exchange without obtaining prior written consent from the Company and the LM and, subject to the provisions of the SEBI ICDR Regulations, no Selling Shareholder shall increase or reduce the number of Equity Shares offered by it resulting in a change in the aggregate size of the Offer, each without obtaining prior written consent from the Company and the LM subject to as mentioned in the SEBI (ICDR) Regulations, 2018
- 2.13 For the avoidance of doubt, it is clarified that the rights and obligations of the Company under this Agreement are several and not joint. No Selling Shareholder shall increase or reduce the number of Equity Shares offered by it in the Offer resulting in a change in the aggregate size of the Offer, without prior written intimation to the Company and the LM.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY; SUPPLY OF INFORMATION AND DOCUMENTS

The Company hereby, represents, warrants, undertakes and covenants to LM, as of the date hereof, the date of the Draft Prospectus, the date of Prospectus, as of the date of Allotment pursuant to the Offer and until the commencement of listing and trading of the Equity Shares on the Stock Exchanges, that:

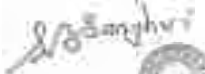
- 3.1 The Company has been duly incorporated, registered and are validly existing as a company under Applicable Law and has the corporate power and authority to own or lease its movable and immovable properties and to conduct its business as described in the Offer Documents, and no steps have been taken for its winding up, liquidation or receivership under Applicable Law. Except as disclosed in the Draft Prospectus, the Company has no subsidiaries, joint venture or associates or investments in any other entities as of the date of the Draft Prospectus;

For the Company

Mgt. Director

- 3.2 the Promoters are the promoters of the Company under the Companies Act, and the SEBI ICDR Regulations and are the only persons who are in Control of the Company;
- 3.3 other than as disclosed in the Draft Prospectus, there is no other person or entity which will form part of the Promoter Group (as defined in the SEBI ICDR Regulations);
- 3.4 except as disclosed in the Draft Prospectus and proposed to be disclosed in the Prospectus, there are no material outstanding guarantees or contingent payment obligations of the Company in respect of indebtedness of third parties;
- 3.5 the Company has obtained corporate approvals for the Offer, pursuant to the resolution passed by the Board of Directors dated March 28, 2023 and has the corporate power and authority to undertake the Offer and there are no restrictions under Applicable Law or the Company's constitutional documents or any agreement or instrument binding on the Company or to which any of their respective assets or properties are subject, on the invitation, offer, transfer, issue or allotment by the Company of any of the Equity Shares pursuant to the Offer. Additionally, the Company has complied with, is in compliance of and agrees to comply with all terms and conditions of such approvals.
- 3.6 none of the Company, its directors, its promoters, promoter group or companies with which any of the promoters or the directors were associated as a promoter, director or person in control is/was on the dissemination board or has failed to provide the trading platform or exit to its shareholders in accordance with the timelines prescribed under the SEBI circular dated April 17, 2015 (CIR/MRD/DSA/05/2015) read with SEBI circulars dated October 10, 2016 (SEBI/HO/MRD/DSA/CIR/P/2016/110) and August 1, 2017 (SEBI/HO/MRD/DSA/CIR/P/2017/82) in relation to exclusively listed companies of de-recognized/non-operational/exited stock exchanges. None of the directors of the Company is disqualified from acting as a director under Applicable Laws;
- 3.7 the Company, the Promoters, and the members of the Promoter Group are in compliance with the Companies (Significant Beneficial Ownership) Rules, 2018, as amended ("SBO Rules"), to the extent notified and applicable;
- 3.8 each of this Agreement, the Engagement Letter, the Registrar Agreement, and any other agreement entered into in connection with the Offer has been duly authorized, executed and delivered by the Company and is a valid and legally binding instrument, enforceable against the Company in accordance with its terms, and the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Engagement Letter, any other agreement entered into in connection with the Offer and any underwriting agreement that it may enter into in connection with the Offer, does not and will not conflict with, result in a breach or violation of, or contravene any provision of Applicable Law or the constitutional documents of the Company or any agreement or other instrument binding on the Company (or, to the best knowledge of the Company and after due enquiry, result in the imposition of any pre-emptive rights, liens, mortgages, charges, pledges, trusts or any other encumbrance or transfer restrictions, on such constitutional documents of the Company or any agreement or other instrument binding on the Company, both, in present and future ("Encumbrances")) on any property or assets of the Company or any Equity Shares or other securities of the Company); and no consent, approval, authorization or order of, or qualification with, any governmental body or agency or under Applicable Law and/or under contractual arrangements by which it or its Affiliates may be bound is required for the performance by the Company of its obligations under this Agreement, the Engagement Letter,


Mr. Prakash


Mr. Singhvi



any other agreement entered into in connection with the Offer or any underwriting agreement that it may enter into in connection with the Offer, except such as have been obtained or shall be obtained prior to the completion of the Offer;

- 3.9 all of the issued and outstanding share capital of the Company, including the Offered Shares, have been duly authorized and validly issued under Applicable Law, and conforms as to legal matters to the description contained in the Offer Documents, and the Company has no partly-paid Equity Shares. The Equity Shares proposed to be issued or transferred in the Offer rank or shall rank *paripassu* with the existing Equity Shares of the Company in all respects, including in respect of dividends, and all Equity Shares proposed to be issued by the Company pursuant to the Offer shall be duly authorized, validly issued and free and clear from any encumbrances. Further, except as disclosed in the section "Capital Structure" in the Draft Prospectus and will be disclosed in the Prospectus, as of the date of the Draft Prospectus, the Company has no outstanding securities convertible into, or exchangeable, directly or indirectly for Equity Shares and the Company and shall ensure that as of the date of the Draft Prospectus, the Prospectus and listing and trading there are no outstanding securities convertible into, or exchangeable, directly or indirectly, for Equity Shares or any other right, which would entitle any person to any option to receive any Equity Shares after the Offer;
- 3.10 except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the Company has made all necessary declarations and filings with the Registrar of Companies, in accordance with the Companies Act, including but not limited to, in relation to the allotment and transfer of equity shares of the Company, and the Company has not received any notice from any authority for default or delay in making such filings or declarations.
- 3.11 except as disclosed in the Draft Prospectus, there shall be no further issue or offer of securities by the Company whether by way of bonus issue, preferential allotment, rights issue or in any other manner during the period commencing from the date of filing of the Draft Prospectus with SEBI until the Equity Shares proposed to be Allotted pursuant to the Offer have commenced trading on the Stock Exchanges or until the Bid monies are unblocked or refunded, as applicable, on account of, among other things, failure to obtain listing and trading approvals or under-subscription in the Offer;
- 3.12 there shall only be one denomination for the Equity Shares, unless otherwise permitted by Applicable Law;
- 3.13 The existing business falls, as well as any new business of the Company will fall within the 'main objects' in the object clause of the Memorandum of Association of the Company and that the activities which have been carried in the last ten years are valid in terms of the object clause of the Memorandum of Association.
- 3.14 under the current laws of India and any political subdivision thereof, all amounts payable with respect to the Equity Shares upon liquidation of the Company or upon redemption or buy back thereof and dividends and other distributions declared and payable on the Equity Shares are permitted to be paid by the Company to the holder thereof in Indian rupees and, subject to the provisions of the FEMA and the rules and regulations thereunder, is allowed to be converted into foreign currency and freely repatriated out of India without the necessity of obtaining any other governmental authorization in India or any political subdivision or taxing authority thereof or therein. No approvals of any Governmental Authority are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares;

- 3.15 except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the business operations of the Company have, at all times, been conducted in compliance with all Applicable Laws. All issues and allotment of equity shares by the Company, its Promoter Group entities and Group Companies have been made in compliance with subsequent to the enactment of the Companies (Amendment) Act, 2000, in compliance with Section 67 of the Companies Act, 1956 or Section 42 of the Companies Act, 2013, as applicable. The Company has not made any issuance and allotment of Equity Shares more than 49 persons in the past;
- 3.16 Except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the operations of the Company has, at all times, been conducted in compliance with all Applicable Law, except where such non-compliance would not, individually or in aggregate, result in a Material Adverse Change;
- 3.17 except as disclosed in the Draft Prospectus and will be disclosed in the Prospectus, the Company possesses all necessary permits, registrations, licenses, approvals, contents and other authorizations (collectively, the "Governmental Licenses") issued by, and has made all necessary declarations and filings with, the appropriate central, state or local regulatory agencies or bodies and/or which are binding on them, including Department of Industrial Policy and Promotion (erstwhile foreign investment promotion board), for the business carried out by the Company, and all such Governmental Licenses are valid and in full force, the terms and conditions of which have been fully complied with, and effect and no notice of proceedings has been received relating to the revocation or modification of any such Governmental Licenses. Further, except as disclosed in the Draft Prospectus and will be disclosed in the Prospectus, in the event of any material Governmental Licenses which are required in relation to the business and have not yet been obtained or have expired, the Company has made the necessary applications for obtaining or renewing such Governmental Licenses and no such application has been rejected by any concerned authority or is subject to any adverse outcome. Furthermore, the Company has not during the process of obtaining any Governmental License, been refused or denied grant of any material Governmental License, by any appropriate central, state or local regulatory agency in the past with would result in a Material Adverse Change;
- 3.18 except as disclosed in the DRHP, the Company owns and possesses or has applied for the right to use all trademarks, copyrights, trade names, licenses, and other similar rights (collectively, "Intellectual Property Rights") that are reasonably necessary to conduct their businesses as now conducted and as described in the Offer Documents; and the Company, except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, received from any third party, any notice of infringement of, or conflict in relation, to any Intellectual Property Right. The Company, are not in conflict with, or in violation of any Applicable Law or contractual obligation binding upon it relating to Intellectual Property Rights, and there is no pending or, to the knowledge of the Company threatened claim by others or any notice in relation to infringement or violation of Intellectual Property Rights which will result in a Material Adverse Change;
- 3.19 The properties held under lease or sublease by the Company is held under valid and enforceable lease agreements and do not interfere with the use made or proposed to be made of such property. Further, all the documents that are material to the current or proposed use of the properties are in full force and effect. The Company has not received any written notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company under any of the leases or subleases to which they are party, or affecting or

questioning the rights of the Company to the continued possession of the leased/subleased premises under any such lease or sublease. The Company is not aware of, any breach of any covenant, agreement, reservation, condition, interest, right, restriction, stipulation or other obligation affecting any of the properties, nor has the Company received any notice that, nor is the Company aware that, any use of the property is not in compliance with any Applicable Law which will result in a Material Adverse Change;

- 3.20 the Company does not satisfy any criteria mentioned in the Securities and Exchange Board of India (Framework for Rejection of Draft Offer Documents) Order, 2012, the SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020, and the SEBI (Prohibition on Raising Further Capital from Public and Transfer of Securities of Suspended Companies) Order, 2015, each as amended, to the extent applicable;
- 3.21 except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the Company: (i) is not in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, guarantee or other agreement or instrument to which any of them is a party and, specifically, the Company is not in default or violation of, or in conflict with, or subject to any acceleration or repayment event covered under, any indenture, loan, guarantee or credit agreement or any other agreement or instrument, to which the Company is a party or is bound or to which its properties or assets are subject, and the Company has not received any notice or correspondence declaring an event of default from any lender or any third party or seeking enforcement of any security interest or acceleration or repayment in this regard, except as disclosed in the Draft Prospectus; and (ii) is not in violation of, or default under, and there has not been any event that has occurred that with the giving of notice or lapse of time or both may constitute a default in respect of, its constitutional or charter documents or any judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other Governmental Authority having jurisdiction over them or Applicable Laws which may result in a Material Adverse Change;
- 3.22 The Company: (i) is in compliance with all Applicable Law relating to pollution or protection of human health and safety, the environment or hazardous or toxic substances or wastes, the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, ("Environmental Laws"), except where such non-compliance would not, individually or in aggregate, result in a Material Adverse Change; (ii) has received all permits, licenses or other approvals required of it under applicable Environmental Laws to conduct its business, except where failure to obtain any permits, licenses or approvals would not, individually or in aggregate, result in a Material Adverse Change; (iii) is in compliance with all terms and conditions of any such permit, license or approval in all material respects; and (iv) is not subject to or associated with, and has not received notice of any pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Company;
- 3.23 except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, (i) there is no outstanding litigation involving the Company, the the Directors and the Promoters, in relation to (A) criminal proceedings; (B) actions by regulatory, or statutory authorities; (C) taxation; and (D) other pending civil litigation above the materiality threshold as determined by the Company pursuant to the policy of materiality adopted by the board of directors of the Company pursuant to a resolution dated March 28, 2023; (ii) there are no outstanding dues to creditors above the materiality threshold as determined by the Company pursuant to the





For and on behalf of the Company

with the directors or the employees of the Company which exists, or is threatened or imminent, and the to the best of its knowledge, the Company is not aware of any existing or imminent labour disturbance by the employees of any of the Company or the employees of any of their respective principal suppliers, contractors or customers. No Director, key management personnel, or officer and whose name appears in the Draft Prospectus has terminated or has indicated or expressed to the Company a desire to terminate his or her relationship with the Company;

- 3.27 Except as disclosed in the Draft Prospectus and as will be disclosed in the Prospectus, the Company has obtained the necessary permits, registrations, licenses, approvals, consents and other authorizations under the various labour welfare legislations, including but not limited to, (i) the Code on Wages, 2019, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Contract Labour (Regulation and Abolition) Act, 1970 and the Code on Social Security, 2020 and the respective rules in various states in India.
- 3.28 since the date of the latest annual financial statement included in the Draft Prospectus i.e. March 31, 2022, except as disclosed in the DRHP, the Company does not have any subsidiary and has not acquired any company or entity or divested in any company or entity, due to which certain companies become or cease to be direct or indirect subsidiaries, joint ventures or associates of the Company and the financial statements of such acquired or divested entity is material to the financial statements of the Company. No *pro forma* financial information or financial statements are required to be disclosed in the Draft Prospectus under the SEBI ICDR Regulations or any other Applicable Law with respect to any acquisitions and/or divestments made by the Company. Further, the Company confirms that it will intimate the LM prior to acquiring or investing in any company or entity until listing of the Equity Shares. The restated consolidated financial statements of the Company, together with the related annexures and notes included in the Draft Prospectus (and those to be included in the Prospectus): (i) are prepared in accordance with applicable accounting standards, restated in accordance with the requirements of the SEBI ICDR Regulations, and (ii) are complete and correct in all respects and present, truly, fairly and accurately, the financial position of the Company as of and for the dates indicated therein and the statement of profit and loss and cash flows of the Company for the periods specified. The supporting annexures and notes present truly, fairly and accurately and in accordance with applicable accounting standards the information required to be stated therein, and are in accordance with the Companies Act. The selected financial data and the summary financial and operating information included in the Offer Documents present, truly and fairly, the information shown therein and have been extracted correctly from the restated consolidated financial statements of the Company and derived from the audited and restated financial statements of the Company. Further, there is no inconsistency between the audited financial statements and the restated consolidated financial statements, except to the extent caused only by and due to the restatement in accordance with the SEBI ICDR Regulations. Further, there are no other qualifications, adverse remarks or matters of emphasis made in the audit reports and examination reports issued by the auditors with respect to the restated consolidated financial statements;
- 3.29 the Company has furnished and undertakes to furnish complete restated consolidated financial statements along with the auditors' reports, certificates, annual reports and other relevant documents and papers to enable the LM to review all necessary information and statements given in the Offer Documents. The Company confirms that the financial information included in the Offer Documents has been and shall be certified by only those auditors who have subjected themselves to the peer review process of the ICAI and hold a





M. Director

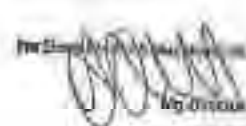
valid certificate issued by the Peer Review Board of the ICAI. Prior to the filing of the Draft Prospectus with the SEBI/Stock Exchange and the Draft Prospectus with the Registrar of Companies, the Company shall, unless otherwise agreed between Parties, provide the auditors and/or the LM with the balance sheet and profit and loss statement prepared by the management ("Management Accounts") for the period commencing from the date of the latest restated consolidated financial statements included in the Draft Prospectus and ending on the last day of the month which is prior to the month in which the Draft Prospectus is filed with the SEBI/Stock Exchange is filed with the Registrar of Companies to enable the auditors to issue comfort letters to the LM, in a form and manner as may be agreed among the auditors and the LM; provided, however, that if the date of filing of the Draft Prospectus with the Registrar of Companies occurs prior to the fifteenth day of such month, the Management Accounts shall only be provided for the period ending on the last day of the penultimate month prior to the filing of the Draft Prospectus;

3.30 the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with applicable accounting standards/principles and to maintain accountability for their respective assets; (iii) access to assets of the Company is permitted only in accordance with management's general or specific authorizations; (iv) the recorded assets of the Company are compared to existing assets at reasonable intervals of time, and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, there has been (a) no material weakness or other control deficiency in the Company's internal control over financial reporting (whether or not remediated); and (b) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. Such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons. The directors of the Company are able to make a proper assessment of the financial position, results of operations and prospects of the Company;

3.31 The Company has filed all its tax returns that are required to have been filed under Applicable Laws, and paid or made provision for all taxes due pursuant to such returns or pursuant to any assessment received by it, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in financial statements, included in the Draft Prospectus. All such tax returns filed by the Company are correct and complete in all respects and prepared in accordance with Applicable Law. The Company has made adequate charges, accruals and reserves in accordance with Ind AS, as applicable, in the applicable financial statements included in the Draft Prospectus and as will be included in the Prospectus in respect of all central, state, local and foreign income and other applicable taxes for all periods as to which the tax liability of the Company has been finally determined. The Company has not received any notice of any pending or threatened administrative, regulatory, statutory, administrative, governmental, quasi-judicial or judicial actions, suits, demands, claims, notices of non-compliance or violation, investigation or proceedings in relation to their respective taxes;

3.32 the statements in the Offer Documents, under the section "Management's Discussion and Analysis of Financial Condition and Results of Operations" accurately and fully describe and will accurately and fully describe, as the case may be: (i) (a) the accounting policies that the





Director

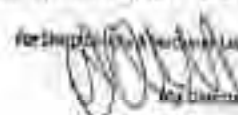
Company believes to be the most important in the portrayal of the Company's financial condition and results of operations and which require management's most-difficult, subjective or complex judgments ("Critical Accounting Policies"), (b) the uncertainties affecting the application of Critical Accounting Policies, and (c) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions, and (ii) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur. The Company is not engaged in any transactions with, nor has any obligations to, any unconsolidated entities (if any) that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company, including structured finance entities and special purpose entities, nor otherwise engages in, nor has any obligations under, any off-balance sheet transactions or arrangements. As used herein, the phrase reasonably likely refers to a disclosure threshold lower than more likely than not, and the description set out in the Offer Documents, under the section "Management's Discussion and Analysis of Financial Condition and Results of Operations" presents fairly and accurately the factors that the management of the Company believes have, in the past, and may, in the foreseeable future, affect the financial condition and results of operations of the Company;

3.33 all related party transactions entered into by the Company are (i) disclosed as transactions with related parties in the financial statements included in the Draft Prospectus and to be included in the Prospectus, to the extent required under Applicable Law; and (ii) have been conducted on an arm's length basis. Other than as disclosed in the Draft Prospectus, there are no: (a) material contracts to which the Company is a party and which are not entered into in the ordinary course of business; or (b) subsisting shareholders' agreement (even if the Company is not party to such agreements but is aware of them), (c) the Company has no subsidiaries, group companies, joint ventures and associate companies, and (d) there are no material indebtedness and no material contract or arrangement (other than employment contracts or arrangements) outstanding between the Company and any member of the board of directors or any shareholder of the Company;

3.34 since the date of the latest restated consolidated financial statements included in the Draft Prospectus, except as otherwise stated therein, (i) there has been no Material Adverse Change; (ii) there have been no transactions entered into, or any liability or obligation, direct or contingent, incurred, by the Company, other than those in the ordinary course of business, that are material with respect to the Company; (iii) the Company has not sustained any material loss or any material interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance; and (iv) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock; (v) there have been no developments that result or would result in the financial statements as included in the Draft Prospectus not presenting fairly in all material respects the financial condition, results of operations and cash flows of the Company; and (vi) there has not been any change in the paid-up share capital, or any increase in consolidated non-current borrowings, consolidated other current financial liabilities, consolidated loans and consolidated other current and non-current financial assets or any decrease in consolidated property, plant and equipment, consolidated cash and cash equivalents or other bank balances of the Company;

3.35 the Company has obtained written consent or approval, where required, for the use of information procured from the public domain or third parties experts' reports and included or to be included in the Offer Documents, and such information is based on or derived from sources that the Company believes to be reliable and accurate and such information has been,


S. Sankar


for Director/Member of Board

or shall be, accurately reproduced on the Offer Documents, and the Company is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information;

- 3.36 the Company has entered into an agreement with each of the National Securities Depository Limited and Central Depository Services (India) Limited for the dematerialization of the outstanding Equity Shares and all of the Equity Shares held by (i) the Promoters and members of the Promoter Group, and (ii) the Selling Shareholder, are in dematerialized form as on the date of filing of the Draft Prospectus and shall continue to be in dematerialized form thereafter;
- 3.37 the Company shall make all necessary applications to the Stock Exchanges for the listing and trading of its Equity Shares, including applications to obtain in-principle approvals;
- 3.38 the Company's businesses are insured by reputable and financially sound institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses. The Company has no reason to believe that the Company and its Subsidiaries will not be able to (i) renew its existing insurance coverage as and when such policies expire, or (ii) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct their respective businesses as now conducted and as described in the Offer Documents and at a cost that would not result, individually or in the aggregate, in a Material Adverse Change. The Company has not been denied any insurance coverage which it has sought or for which it has applied except any denial which would result in a Material Adverse Change. All insurance policies required to be maintained by the Company is in full force and effect and the Company is in compliance with the terms of such policies and instruments in all respects. There are no material claims made by the Company under any insurance policy or instrument which are pending as of date;
- 3.39 the Company has complied with and will comply with the requirements of Applicable Law, including the SEBI Listing Regulations, the Companies Act and the SEBI ICDR Regulations, in respect of corporate governance, including constitution of the Board of Directors and committees thereof including with respect to constitution of the board of directors and any committees thereof; and the directors and key management personnel of the Company, including the personnel stated or to be stated in the Draft Prospectus and the Prospectus have been and will be appointed in compliance with Applicable Law, including the Companies Act and has formulated various policies, including without limitation policies on preservation of documents, policy on materiality of related party transactions and dealing with related party transactions, policy on determining materiality of events and information, archival policy for website disclosures, whistle blower policy and vigil mechanism, prior to the filing of the Draft Prospectus with the SEBI);
- 3.40 The Company is not aware of any intention on the part of itself or the Promoter to terminate the employment of any director or key managerial personnel whose name appears in the Draft Prospectus;
- 3.41 the Company has appointed and undertakes to have at all times for the duration of this Agreement, a compliance officer, in relation to compliance with Applicable Law, including any directives issued by SEBI and the Stock Exchanges from time to time and who shall also attend to matters relating to investor complaints;

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The Director, The Company Ltd

- 3.42 The proceeds of the Offer shall be utilized for the purposes and in the manner set out in the section titled "Objects of the Offer" in the Offer Documents and as may be permitted by Applicable Law, and the Company undertakes that any changes to such purposes after the completion of the issue shall only be carried out in accordance with the provisions of the Companies Act, SEBI ICDR Regulations and other Applicable Law; and the Company and the Promoters shall be responsible for compliance with Applicable Law in respect of (i) changes in the objects of the offer; and (ii) variation in the terms of any contract disclosed in the Offer Documents;
- 3.43 all the Equity Shares held by the Promoters which shall be locked-in for a period of 18 months from the date of Allotment in the Offer are eligible, as of the date of the Draft Prospectus, for computation of promoters' contribution under Regulation 15 of the SEBI ICDR Regulations, and shall continue to be eligible for such contribution at the time of filing the Prospectus with the RoC. Additionally, the Company further agrees and undertakes that it will procure undertakings from the Promoters that, except with the prior written approval of the IM, they will not dispose, sell or transfer their Equity Shares proposed to be locked-in for 18 months as promoters' contribution during the period starting from the date of filing the Draft Prospectus until the date of Allotment, save and except as may be allowed for inter-se transfer under Regulation 16 of the SEBI ICDR Regulations as permitted pursuant to the SEBI ICDR Regulations;
- 3.44 none of the Company, its Directors, Promoters, members of the Promoter Group or companies with which any of the Promoters or the Directors are, associated as a promoter, director of any other entity: (i) have been debarred or prohibited (including any partial, interim, ad-interim prohibition or prohibition in any other form) from accessing, the capital markets or restrained from buying, selling, or dealing in securities, in either case under any order or direction passed by SEBI or any other authority and no penalty has been imposed at any time against it by any of the capital market regulators (including the SEBI) in India or abroad; (ii) have had any action or investigation initiated against them by SEBI or any other regulatory or Governmental Authority; (iii) have committed any violations of securities laws in the past or have any such proceedings (including show cause notices) pending against them; (iv) have been suspended from trading by the Stock Exchanges, as on the date of filing of the Draft Prospectus, for non-compliance with listing requirements as described in the SEBI General Order No. 1 of 2015 or (v) has been held ineligible to hold Equity Shares in the Company by any regulator, including the SEBI. Further, none of the Directors are, or were, directors of any company at the time when the shares of such company were: (a) suspended from trading by any stock exchange(s) during the five years preceding the date of filing the Draft Prospectus with SEBI; or (b) delisted;
- 3.45 None of the Promoters or Directors of the Company has been identified as 'fugitive economic offenders', as defined in SEBI ICDR Regulations and their name does not appear in any intermediary caution list;
- 3.46 the Company, its Directors and the Promoters are not and have not been (i) a promoter of any company that is an exclusively listed company on a derecognized, non-operational or exited stock exchange which has failed to provide the trading platform or exit to its shareholders within 18 months or such extended time as permitted by the SEBI; (ii) a promoter or member forming part of promoter group of an entity that has not complied with minimum public shareholding requirements as specified in Rule 19(2) and Rule 19A of the Securities Contracts (Regulation) Rules, 1957, as amended, for a period of more than one year. None of the Directors or Promoters of the Company has been a promoter or whole-time director of any

company which has been compulsorily delisted in terms of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021 during the last ten (10) years preceding the date of filing the Draft Prospectus with the SEBI;

- 3.47 the Company confirms that it has never been adjudged insolvent or bankrupt in any jurisdiction. The Company is, and immediately after and upon the consummation of the transactions contemplated in the Underwriting Agreement and the Offer Documents, will be, Solvent. As used herein, the term "Solvent" means, with respect to an entity, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, and (iv) the entity does not have unreasonably small capital;
- 3.48 none of the Company, its Directors, Promoters, relatives (as defined in the Companies Act) of Promoters, or Group Companies have been identified as Willful Defaulter;
- 3.49 the Company shall furnish to the LM opinions and certifications of its legal counsel, in form and substance satisfactory to the LM, on the date of the Allotment;
- 3.50 the Offer Documents shall be prepared in compliance with Applicable Law and customary disclosure standards as may be deemed necessary or advisable in this relation by the LM and (i) shall contain information that is and shall be true, fair and adequate and to enable prospective investors to make a well informed decision with respect to an investment in the Offer, and (ii) shall not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. Any information made available, or to be made available, to the LM and any statement made, or to be made, in connection with the Offer, or any information, report, statement, declaration, undertaking or clarification provided or authenticated by the Company or its Directors shall be authentic, true, fair, adequate, accurate, not misleading and without omission of any matter that is likely to mislead and shall be immediately updated until the commencement of trading of the Equity Shares on the Stock Exchanges, and under no circumstances shall the Company or the Promoters give any information or statement, or omit to give any information or statement, which may mislead the LM, any governmental, administrative, judicial, quasi-judicial, statutory or regulatory authorities or any investors in any material respect, and no information, material or otherwise, shall be left undisclosed, which may have an impact on the judgment of any governmental, administrative, judicial, quasi-judicial, statutory or regulatory authorities or the investment decisions of any investors. All such information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided or authenticated by the Company, its Directors, Promoters, or members of the Promoter Group or any of their respective employees or authorized signatories in connection with the Offer and/ or the Offer Documents shall be updated, authentic, true, fair, complete, accurate, not misleading and without omission of any matter that is likely to mislead and adequate to enable prospective investors to make a well informed decision
- 3.51 until commencement of trading of the Equity Shares on the Stock Exchanges, the Company shall (i) disclose and furnish all information and documents, including financial statements and other financial documents, to enable the LM to verify the information and statements in the Offer Documents or those as requested or required by the LM and shall immediately notify





M.D. Director

and update the LM, and at the request of the LM, immediately notify the SEBI, the RoC, the Stock Exchanges or any other Governmental Authority and investors of any developments, including, *inter alia*, in the period subsequent to the date of the Prospectus and prior to the commencement of trading of the Equity Shares pursuant to the Offer; (a) with respect to the business, operations or finances of the Company; (b) with respect to any pending, threatened or potential litigation including any inquiry, investigation, show cause notice, claims, search and seizure operations or survey conducted by any Government Authority, complaints filed by or before any Government Authority, any arbitration in relation to any of the Company, its Directors, Promoters, in relation to the Equity Shares; (c) which would result in any of the Offer Documents containing an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading or which would make any statement in any of the Offer Documents not adequate to enable prospective investors to make a well informed decision with respect to an investment in the proposed Offer; and (ii) ensure that no information is left undisclosed by them that, if disclosed, may have an impact on the judgment of the LM, and/or the investment decision of any investor with respect to the Offer; (iii) immediately notify and update the LM and provide any requisite information to the LM, including at the request of the LM, to immediately notify SEBI, the RoC, the Stock Exchanges or any Government Authority and investors of any queries raised or reports sought, by SEBI, the RoC, the Stock Exchanges or any Government Authority; and (iv) shall furnish relevant documents, including audited financial statements and other relevant financial documents, relating to such matters or as required or requested by the LM to enable the LM to review and verify the information and statements in the Offer Documents and extend full cooperation to the LM in connection with the foregoing.

3.52 The Company shall, and cause its Directors, Promoter, member of Promoter Group and Group Companies, its employees, key managerial personnel, experts and auditors to: (i) promptly furnish all such information, documents, certificates, reports and particulars for the purpose of the Issue as may be required or requested by the LM or their Affiliates to enable them to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, including, without limitation, any post-issue documents, certificates (including, without limitation, any due diligence certificate), reports or other information as may be required by the SEBI, the Stock Exchanges, the Registrar of Companies and/or any other regulatory or supervisory authority (inside or outside India) in respect of the Offer (including information which may be required for the purpose of disclosure of the track record of public issues by the LM or required under the SEBI circular No. CIR/MIRSD/1/2012 dated January 10, 2012) or to enable the LM to review the correctness and/or adequacy of the statements made in the Offer Documents, and (ii) in relation to the Issue, provide, promptly upon the request of the LM, any documentation, information or certification, in respect of compliance by the LM with any Applicable Law or in respect of any request or demand from any governmental, statutory, regulatory or supervisory authority, whether on or prior to or after the date of the Issue of the Equity Shares by the Company pursuant to the Offer, and shall extend full cooperation to the LM in connection with the foregoing.

3.53 None of the Company, its Directors, its Promoters, Promoter Group and Group Company(ies) have committed any securities laws violations in the past or have any proceedings (including show cause notices) pending against them or have had the SEBI or any other Governmental Authority initiate any action or investigation against them.

3.54 There has been no material security breach or attack or other compromise of or relating to any of the Company's information technology and computer systems, networks, hardware,

software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology ("IT Systems and Data") and (i) the Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any security breach, attack or compromise to their IT Systems and Data, (ii) the Company has complied, and are presently in compliance, with, all applicable laws, statutes or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification and (iii) the Company has implemented backup and disaster recovery technology;

- 3.55 The Company undertakes that any information made available, or to be made available, to the LM and any statement made, or to be made, in the Offer Documents, or otherwise in connection with the Offer, shall be true, fair, adequate, accurate, not misleading and without omission of any matter that is required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and shall be immediately updated until the commencement of trading of the Equity Shares on the stock exchanges, and under no circumstances shall the Company or the Promoters give any information or statement, or omit to give any information or statement, which may mislead the LM, any Governmental Authorities or any investors in any respect, and no information, material or otherwise, shall be left undisclosed by the Company, the Promoters, Directors and Affiliates, which may have an impact on the judgment of any Governmental Authority or the investment decisions of any investor.
- 3.56 The Company undertakes and agrees that it shall not access or have recourse to the money raised in the Offer until the final listing and trading approvals are received from the Stock Exchanges, until which time all monies received shall be kept in a separate bank account in a scheduled bank, within the meaning of Section 40(3) of the Companies Act, 2013. The Company further agrees that it shall refund the money raised in the Offer together with any interest, as applicable, if required, to do so for any reason, including, without limitation, under Applicable Law, failing to comply with Rule 19(2)(b) of the SCRR, get listing permission within the time period specified by Applicable law or under any direction or order of SEBI or any other Government Authority;
- 3.57 the Company shall sign, and cause each of its Directors and the Chief Financial Officer, to sign the Draft Prospectus to be filed with SEBI and the Prospectus to be filed with SEBI, the RoC and the Stock Exchanges, as applicable. Such signatures shall be construed to mean that the Company agrees that:
- (i) each of the Offer Documents, as of the date on which it has been filed, gives a fair, true and adequate description of the Company, its Directors, Promoters, Promoter Group, Group Companies, and the Equity Shares, without omission, which information is true, fair, and adequate in all material aspects and is not misleading without any omission of any matter that is likely to mislead and adequate to enable the prospective investors to make a well informed decision and all opinions and intentions expressed in each of the Offer Documents are honestly held; and
 - (ii) each of the Offer Documents, as of the date on which it has been filed, does not contain any untrue statement of a material fact or omit to state a material fact






necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;

- (iii) the LM shall be entitled to assume without independent verification that each such signatory is duly authorized to authorize and sign the Offer Documents and that the Company is bound by such signatures and authentication; and
- (iv) the affixing of signatures shall also mean that no relevant material information has been omitted from the Offer Documents.

3.58 except as disclosed in the Draft Prospectus and as may be disclosed in the Prospectus the Company does not intend or propose to alter its capital structure for six months from the Bid/Offer Opening Date, by way of split or consolidation of the denomination of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether preferential or otherwise;

3.59 the Company and its Affiliates have not taken, and shall not take, directly or indirectly, any action designed, or that may be reasonably expected, to cause, or result in, stabilization or manipulation of the price of any security of the Company or its Affiliates to facilitate the sale or resale of the Equity Shares, including any buyback arrangements for purchase of Equity Shares to be offered and sold in the Offer;

3.60 the Company and its Affiliates shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a bid in the Offer, and nor shall it make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a Bid in the Offer;

3.61 The Company authorises the LM to circulate the Offer Documents (other than the DRHP) to prospective investors in compliance with Applicable Law in any relevant jurisdiction;

3.62 if any Offer Document is being used to solicit offers at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement such Offer Document in order to make the statements therein, in the light of the circumstances, not misleading, or if, in the opinion of counsel for the LM, it is necessary to amend or supplement such Offer Document to comply with Applicable Law, the Company shall prepare and furnish, at its own expense, to the LM and to any dealer upon request, either amendments or supplements to such Offer Document so that the statements so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading and that such Offer Document, as amended or supplemented, will comply with Applicable Law;

3.63 neither the Company nor any of its Affiliates or any person acting on its or their behalf (other than the LM or any of their respective Affiliates, as to whom no representation or warranty is made) has, directly or indirectly, taken any action or made offers or sales of any security, or solicited offers to buy any security, or otherwise negotiated in respect of any security in any manner would require the meaning of registration of the Equity Shares under the U.S. Securities Act;

3.64 the Equity Shares offered in the Offer have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and the Company


S. Singhvi


S. Singhvi

acknowledges that the Equity Shares offered in the Offer may not be offered or sold in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. The Company shall only offer and sell the Equity Shares offered in the Offer outside the United States in "offshore transactions" as defined in, and in reliance on, Regulation S;

- 3.65 the Company is a "foreign issuer" as such term is defined in Regulation S and there is no "substantial U.S. market interest" as defined in Regulation S in the Equity Shares or any security of the Company of the same class or series as the Equity Shares;
- 3.66 none of the Company any of its Affiliates or any person acting on its behalf (other than the LM or any of its Affiliates, as to whom no representation or warranty is made) has engaged in or will engage in any directed selling efforts (as that term is defined in Regulation S) with respect to the offer of the Equity Shares in the Offer;
- 3.67 neither the Company nor any person acting on its behalf has taken or will take any action to facilitate the creation of a public secondary market in the United States for the Equity Shares;
- 3.68 there are no persons with registration rights or other similar rights to have any Equity Shares registered by the Company under the U.S. Securities Act or otherwise;
- 3.69 none of the Company, any of its Affiliates, Directors, officers, employees or any persons acting on the Company's behalf, including their Affiliates:
- (i) is or is owned or controlled by or 50% or more owned in the aggregate or is acting on behalf of, a Restricted Party;
 - (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions;
 - (iii) has engaged in, is now engaged in, or will engage in, or has any plans to engage in any dealings or transactions with or for the benefit of any Restricted Party, or in any country or territory, that at the time of such dealing or transaction is or was the subject of Sanctions, or any person in those countries or territories, or in support of projects in or for the benefit of those countries or territories; or
 - (iv) has received notice of or is aware of or has any reason to believe that it is or may become subject of any Sanctions-related claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority;
- 3.70 the Company has instituted and maintains policies and procedures to prevent Sanctions Violations by the Company, its Affiliates and by directors, officers, employees, agents, representatives and persons acting on any of their behalf.
- 3.71 The Company shall not, and shall not permit or authorize any of its Affiliates, Directors, officers, employees, agents, representatives or any persons acting on any of their behalf to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of the Fresh Issue to any subsidiary, joint venture partner or other individual or entity (i) in any manner to fund any trade, business or other activities involving or for the benefit of any Restricted Party or any country or territory subject to country-wide or territory-wide Sanctions, or (ii) in any other manner that would result in any individual or





K. V. Kamath

entity (including any individual or entities involved in the Offer, whether as underwriter, advisor, investor or otherwise) being in breach of any Sanctions or becoming a Restricted Party;

- 3.72 None of the Company, any of its Affiliates, directors, officers or employees, or, to the Company's knowledge, agents or representatives of the Company or its Affiliates, is aware of or has taken or will take any action (i) in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts, entertainment or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) or to any other person, to improperly influence official action or inaction or otherwise secure an improper advantage; or (ii) that has resulted or will result in a violation by such persons of the Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), the U.K. Bribery Act, 2010, any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any similar statutes or law of any other relevant jurisdiction, or the rules or regulations thereunder (collectively, "Anti-Bribery and Anti-Corruption Laws"); or (iii) to use any funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity; or (iv) in furtherance of making, offering, agreeing, requesting or taking, directly or indirectly, on our behalf, in furtherance of any unlawful bribe or other unlawful benefit, including without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its Affiliates have conducted their businesses in compliance with applicable Anti-Bribery and Anti-Corruption Laws and have instituted and maintain and will continue to maintain, and in each case will enforce, policies and procedures designed to ensure, promote and achieve compliance with and prevention of violation of, such laws and with the representation and warranty contained herein; no part of the proceeds of the Fresh Issue shall be used, directly or indirectly, in violation of the Anti-Bribery and Anti-Corruption Laws.
- 3.73 the operations of the Company and its Affiliates, are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements, including, without limitation, those of the Prevention of Money Laundering Act, 2002, as amended, and the rules and regulations thereunder, the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the applicable money laundering statutes of all jurisdictions where the Company or its Affiliates conducts business, the rules, orders and regulations thereunder and any related or similar rules, orders, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or its Affiliates with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened. The Company and its Affiliates have instituted, enforce and maintain and will continue to enforce and maintain policies and procedures designed to promote and achieve compliance with Anti-Money Laundering Laws and with the representation and warranty contained herein;
- 3.74 none of the Company, its Directors, Promoters, Affiliates, shall resort to any legal proceedings in respect of any matter having a bearing on the Offer, directly and indirectly except after consultation with, and written approval from, the LM, other than any legal proceedings





Mr. Director

initiated by the Company against the LM in relation to any breach of the provisions of this Agreement. The Company, its Affiliates, Directors, or any of the Promoters, on becoming aware, shall keep the LM immediately informed in writing of the details of any legal or regulatory proceedings having a bearing on the Offer that they may initiate, or any legal or regulatory proceeding or investigation that they may have to defend or be subject to, in connection with any matter having a directly and indirectly bearing on the Offer;

- 3.75 the Company shall keep the LM immediately informed, until commencement of listing and trading of the Equity Shares, if it encounters any difficulty due to disruption in communication systems, or any other adverse circumstance which is likely to prevent, or has prevented, compliance with their obligations, whether statutory or contractual, in respect of any matter pertaining to the Offer, including matters pertaining to Allotment, issuance of unblocking instructions to SCSBs and dispatch of refund orders, and/or dematerialized credits for the Equity Shares;
- 3.76 all representations, warranties, undertakings and covenants in this Agreement or the Engagement Letter relating to or given by the Company on its behalf, or Affiliates have been made after due consideration and inquiry, and the LM shall seek recourse from the Company for any breach of any such representation, warranty, undertaking or covenant.

4. SUPPLY OF INFORMATION AND DOCUMENTS BY THE SELLING SHAREHOLDERS AND REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE SELLING SHAREHOLDER

- 4.1 The Selling Shareholder has given representation, warranties and undertaking by their consent letter annexed as Annexure A

5. DUE DILIGENCE BY THE LEAD MANAGER

- 5.1 The Company will, and will cause their Directors, Promoters, Promoter Group, to extend all reasonable cooperation and assistance to the LM and its representatives and counsel, as may be reasonably requested, to visit the offices and other facilities of the Company to: (i) inspect the records, including accounting records, taxation records or review other information or documents, including those relating to legal cases, or to conduct a due diligence of the Company, its Directors, and any other relevant entities in relation to the Offer; (ii) conduct due diligence (including to ascertain for themselves the state of affairs of any such entity including the progress made in respect of any particular project implementation, status and/or any other facts relevant to the Offer) and review of relevant documents; and (iii) interact on matter relevant to the Offer with the solicitors, legal advisors, auditors, consultants and advisors to the Offer, financial institutions, banks, agencies or any other organization or intermediary, including the Registrar to the Offer, that may be associated with the Offer in any capacity whatsoever. The LM may rely on the accuracy and completeness of the information so provided without independent verification or liability and notwithstanding any limitations on liability imposed by any other professional advisers of the Company. The Selling Shareholder by their consent letter shall extend all reasonable cooperation and assistance and such facilities to the LM and its representatives and counsel to inspect the records or review other documents or to conduct due diligence, including in relation to itself, and its respective Offered Shares.






- 5.2 The Company shall, and cause its, Group Companies, Directors, Promoter, and member of Promoter Group, its employees, key managerial personnel, experts and auditors to: (i) promptly furnish all such information, documents, certificates and reports for the purpose of the Offer as may be reasonably required or requested by the LM or its Affiliates to enable them to cause the filing, in a timely manner, of such documents, certificates and reports including, without limitation, any post-Offer documents, certificates (including, without limitation, any due diligence certificate or other information as may be required by the SEBI, the Stock Exchanges, the Registrar of Companies and/or any other regulatory or supervisory authority (inside or outside India) in respect of the Offer and (ii) provide, immediately upon the request of the LM any documentation and information, in respect of compliance by the LM with any Applicable Law or in respect of any request or demand from any Governmental Authority, whether on or prior to the date of the issue of the Equity Shares by the Company pursuant to the Offer, and shall extend full cooperation to the LM in connection with the foregoing.
- 5.3 The Company agrees that the LM shall, at all reasonable times, subject to reasonable notice, have access to the Directors and key personnel of the Company, as may be reasonably required, in connection with matters related to the Offer. The Selling Shareholder by their consent letter agree that the LM shall, at all reasonable times, subject to reasonable notice, have access to the authorized representatives of the Selling Shareholder to deal with the respective proportion of the Offered Shares, in connection with matters related to the Offer.
- 5.4 If, in the sole opinion of the LM, after consultation with the Company, the diligence of the Company's, or their respective Affiliates', records, documents or other information in connection with the Offer requires the hiring of services of technical, legal or other experts or persons, the Company shall immediately, and at their own expense, hire and provide such persons with access to all relevant records, documents and other information of the Company and, if required to comply with Applicable Law, the Company's Directors, key personnel, Promoters, or other relevant entities. The Company shall instruct all such persons to cooperate and comply with the instructions of the LM and shall include a provision to that effect in the respective agreements with such persons. Subject to the provisions of the Engagement Letter, the expenses of such persons shall be paid directly by the Company; provided that if it is necessary that the LM pay such persons, then the Company shall reimburse in full the LM for payment of any fees, costs, charges and expenses to such persons.
- 5.5 The Company shall (i) promptly furnish any post-Offer documents, certificates, reports or other information as may be required by the SEBI, the Stock Exchanges, the RoC and/or any Government Authority (inside or outside India) in respect of the Offer and (ii) provide, immediately upon the request of the LM, any documentation, information or certification, in respect of compliance by the LM with any Applicable Law or in respect of any request or demand from any Government Authority, whether on or after the date of the Allotment of the Equity Shares pursuant to the Offer, and shall extend full cooperation to the LM, as may be requested, in connection with the foregoing.
- 5.6 The Company shall be responsible for the authenticity, correctness, validity and reasonableness of the information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided or authenticated by its the Directors, Promoters, Promoter Group, and Group Companies (or anyone authorized by any of them to act on their behalf) or any of their respective employees in connection with the Offer Documents. The Company hereby expressly affirms that the LM and its Affiliates shall not be liable in any manner for the foregoing, except to the extent of the information expressly

provided by the LM in writing for inclusion in Offer Documents. The Company further agrees and understands that only such information in relation to the LM, are the name, contact details and SEBI registration number of the LM.

6. APPOINTMENT OF INTERMEDIARIES

- 6.1 The Company shall in consultation with the LM, appoint intermediaries (other than the Self Certified Syndicate Banks) and other entities as are mutually acceptable to the Parties, such as the Registrar to the Offer, Bankers to the Offer/Escrow Collection Banks, Sponsor Bank, Refund Bank(s), advertising agencies, practicing company secretaries, printers, brokers and Syndicate Members.
- 6.2 The Company shall, to the extent permissible under the terms of the respective agreements with such intermediary, instruct all intermediaries, including the Registrar to the Offer, the Bankers to the Offer, the Escrow Collection Banks, Sponsor Bank, Refund Banks, Public Offer Banks, advertising agencies, credit rating agencies, printers, bankers and brokers to follow the instructions of the LM and shall make best efforts to include a provision to that effect in the respective agreements with such intermediaries.
- 6.3 The Parties severally agree that any intermediary that is appointed shall, if required, be registered with SEBI under the applicable SEBI rules, regulations and guidelines. Whenever required, the Company, as applicable, shall, in consultation with the LM, enter into a memorandum of understanding, agreement or engagement letter with the concerned intermediary associated with the Offer, clearly setting forth their mutual rights, responsibilities and obligations. For avoidance of doubt, it is acknowledged that each of such intermediary so appointed shall be solely responsible for the performance of its duties and obligations. A certified true copy of such executed memorandum of understanding, agreement or engagement letter shall promptly be furnished by the Company to the LM.
- 6.4 The LM and their respective Affiliates shall not, directly or indirectly, be held responsible for any act or omission of any intermediary appointed in respect of the Offer. However, the LM shall coordinate, to the extent required by Applicable Law or under any agreements to which they are parties, the activities of the relevant intermediaries in order to facilitate the performance of their respective functions in accordance with their respective terms of engagement. The Company acknowledges and agree that any such intermediary, being an independent entity and not the LM or their Affiliates, shall be fully and solely responsible for the performance of its duties and obligations.
- 6.5 The Company acknowledges and take cognizance of the deemed agreements of the Company with the Self Certified Syndicate Banks for purposes of the ASBA process (as set out under the SEBI (CDR Regulations), as well as with the Registered Brokers, Collecting DPs and Collecting RTAs for purposes of collection of Bid cum Application Forms, in the Offer, as set out in the Offer Documents.

7. PUBLICITY FOR THE OFFER

- 7.1 The Company and their respective Affiliates shall comply with, and shall ensure that any advertisements, press releases, publicity material or other media communications issued or released by them shall comply with, Applicable Law and the publicity guidelines provided by the legal counsels appointed for the purpose of the Offer ("Publicity Guidelines"), and shall ensure that their respective employees, directors and representatives are aware of, and

comply with such publicity guidelines. In particular, the Company shall, during the restricted period, as set out in the publicity guidelines provided by the LM or the legal counsel appointed, for the purpose of the Offer, obtain prior written consent of the LM, in respect of all advertisements, press releases, publicity material or any other media communications in connection with the Offer (except in relation to any product advertisements which are in line with the past practices of the Company), and shall make available to the LM copies of all such related material. The Company shall not, and shall ensure that their Affiliates shall not, engage in any publicity activities that are not permitted under Applicable Law in any jurisdiction, including the SEBI ICDR Regulations.

- 7.2 Subject to Applicable Law including publicity restrictions issued by SEBI or restrictions in any jurisdiction in which the Offer Documents are proposed to be circulated, the Company acknowledge and agree that the LM may, at its own expense, place advertisements in newspapers and other external publications describing the LM's involvement in the Offer and the services rendered by the LM, and with prior written consent of the respective Party for each use may use the Company's and the Selling shareholder's names and, if applicable, logos in this regard. The LM undertake and agree that such advertisements shall be issued only after Allotment.
- 7.3 The Company shall enter into an agreement with a press/advertising agency to monitor news reports, for the period between the date of filing of the Draft Prospectus and the Bid/Offer Closing Date;
- 7.4 The Company accepts full responsibility for the content of any announcement or any information contained in any document in connection with the Offer which the Company as the case may be, requests the LM to issue or approve. The LM reserve the right to refuse to issue or approve any such document or announcement and to require the Company to prevent its distribution or publication if, in the sole view of the LM, such document or announcement is inaccurate or misleading in any way or not permitted under Applicable Law.
- 7.5 The Company shall procure and provide all information and certifications (including from any publicity/press/advertising agency) to enable the LM to furnish the certificate to SEBI as required under Regulation 42 and Schedule IX of the SEBI ICDR Regulations.
- 7.6 The Company undertakes that neither it nor its Directors or Promoters will provide any additional information or information extraneous to the Offer Documents to any person, including any research analyst in any manner whatsoever, (including at road shows, presentations, in research) or sales reports or at bidding centers. In the event that any advertisement, publicity material or any other media communication in connection with the Offer is made in breach of the restrictions set out in this Clause 7 or any other information contained therein is extraneous to the information in the Offer Document, the LM shall have the right to request the immediate withdrawal or cancellation or clarification pertaining to such such advertisement, publicity material or any other media communications and further the Company shall communicate to the relevant publication to withdraw, cancel or issue a suitable clarification, correction or amendment.

8. DUTIES OF THE LEAD MANAGER AND CERTAIN ACKNOWLEDGEMENTS

- 8.1 The LM represents and warrants to the Company with respect to itself, that:







- (i) the LM shall have no liability to the Company, or their Affiliates for any actions or omissions of, or the performance by or of any other intermediary appointed in connection with the Offer. The LM shall act under this Agreement as an independent contractor with duties arising out of its engagement pursuant to this Agreement owed solely to the Company and not in any other capacity, including as a fiduciary, agent or advisor;
- (ii) Each of this Agreement and the Fee Letter has been duly authorized, executed and delivered by it and is a valid and legally binding obligations on such Lead Manager, enforceable against it in accordance with Applicable Law;
- (iii) neither it nor any of their Affiliates, nor any person acting on their behalf has engaged in any directed selling efforts (as that term is defined in Regulation S under the U.S. Securities Act) with respect to the offering of the Equity Shares in the Offer;
- (iv) SEBI has granted to it a certificate of registration to act as a merchant banker in accordance with the Securities and Exchange Board of India (Merchant Banker) Regulations, 1992 and that such certificate is valid and subsisting as on the date of this Agreement;
- (v) It acknowledges that the Equity Shares offer in the Offer have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws. It shall only offer and sell the Equity Shares offered in the Offer outside the United States in "offshore transactions" as defined in, and in reliance on, Regulation S and in accordance with the applicable laws of the jurisdictions where such offers and sales are made; and

8.2 The Company acknowledge and agree that:

- (i) the LM is providing services pursuant to this Agreement and the Engagement Letter independent of any other intermediary in connection with the Offer. Accordingly, the LM would be liable to the Company only for its own acts and omissions but not for any acts and omissions of any other intermediary. The LM shall act under this Agreement as an independent contractor with duties of LM arising out of its engagement pursuant to this Agreement and the Engagement Letter owed only to the Company and not in any other capacity, including as a fiduciary, agent or an advisor. The LM shall act solely as a principal, and the LM has not assumed, nor shall assume, a fiduciary responsibility in favour of the Company's with respect to the Offer or the process leading thereto (irrespective of whether the LM has advised or are currently advising the Company on other matters);
- (ii) the LM will not be held responsible for any acts of commission or omission of the Company, the Promoters, the Promoter Group, the Group Companies or their respective Affiliates, any intermediaries or their respective directors, officers, agents, employees or other authorized persons;
- (iii) no tax, legal, regulatory, accounting or technical or specialist advice is or shall be given by the LM. The duties and responsibilities of the LM under this Agreement shall be limited to those expressly set out in this Agreement and the Engagement Letter and,

S. S. Sanyal

[Signature]


in particular, shall not include general financial or strategic advice, providing services as escrow banks or registrars, or the activity of, or relating to, updating on an annual or other periodic basis the disclosures made in the Offer Documents and making such updated disclosures publicly accessible in accordance with Applicable Law and any provisions of the SEBI Listing Regulations;

- (iv) the Company are solely responsible for making their own judgments in connection with the Offer (irrespective of whether the LM has advised, or is currently advising, the Company on related or other matters);
- (v) the LM may provide services hereunder through one or more of their respective Affiliates, as they deem advisable or appropriate. The LM shall be responsible for the activities carried out by its Affiliates in relation to this Offer;
- (vi) The LM and its Affiliates are engaged in a wide range of financial services and corporate related services to capital market. In the ordinary course of their activities, the LM and its Affiliates may at any time hold long or short positions and may trade or otherwise effect transactions for their own account or accounts of customers in debt or equity securities of any company that may be involved in the Offer. Members of the LM and its Affiliates and businesses within the LM and its Affiliates generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of a LM and its Affiliates and/or their clients either now have or may in the future have interests, or take actions that may conflict with the Company's. For example, the LM and its Affiliates may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company, . their respective Affiliates or other entities connected with the Offer. By reason of law or duties of confidentiality owed to other persons, or the rules of any regulatory authority, the LM and its Affiliates will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the LM's possible interests as described in this Clause 8. The LM and its Affiliates shall not be required to restrict their activities as a result of this engagement, and the LM and its Affiliates may undertake any business activity without further consultation with, or notification to, the Company. Neither this Agreement nor the receipt by the LM or its Affiliates of confidential information or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of trust or confidence) that would prevent or restrict the LM or its Affiliates from acting on behalf of other customers or for their own accounts or in any other capacity. For sake of abundant caution, it is clarified that the LM' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that the LM' research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering that differ from the views of their investment banking divisions. The Company hereby waive and release, to the fullest extent permitted by law, any claims that the Company may have against the LM with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent

with the views or advice communicated to the Company by the LM investment banking divisions;

- (vii) members of the LM and its Affiliates, its directors, officers and employees may also at any time invest on a principal basis or manage funds that invest on a principal basis, in debt or equity securities of any company that may be involved in the Offer, or in any currency or commodity that may be involved in the Offer, or in any related derivative instrument. Further, the LM and any of the members of its Affiliates may, at any time, engage, in ordinary course, broking activities for any company that may be involved in the Offer;
- (viii) in the past, the LM and/or its Affiliates may have provided financial advisory and financing services for and received compensation from any one or more of the parties which are or may hereafter become involved in this transaction. The LM and/or its Affiliates may, in the future, seek to provide financial services to and receive compensation from such parties. None of the relationships described in this Agreement or the services provided by the LM to the Company or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of confidence) which would preclude or limit in any way the ability of the LM and/or its Affiliates from providing similar services to other customers, or otherwise acting on behalf of other customers or for their own respective accounts. By reason of law or duties of confidentiality owed to other persons, or the rules of any regulatory authority, the LM or its respective Affiliates may be prohibited from disclosing information to the Company (or such disclosure may be inappropriate), including information as to the LM or its Affiliates' possible interests as described in this Clause 5 and information received pursuant to such client relationships;
- (ix) the provision of services by the LM under this Agreement or under the Engagement Letter is subject to the requirements of Applicable Law applicable to the LM and its Affiliates. The LM and its Affiliates are authorized by the Company to take any action which they consider necessary, appropriate or advisable to carry out the services under this Agreement or under the Engagement Letter or to comply with any Applicable Laws, codes of conduct, authorizations, consents or practice in the course of their services required to be provided under this Agreement or under the Engagement Letter, and the Company shall ratify and confirm all such actions lawfully taken;
- (x) except (i) any withholding tax on capital gains that may be required to be withheld from the sale proceeds of the Offer for Sale, or long term capital gains, if applicable, as confirmed by an independent accounting firm/chartered accountant; (ii) securities transaction tax payable in relation to the Offer for Sale, in accordance with Clause 18 and (iii) any similar obligations in relation to proceeds realized from the Offer, no stamp, transfer, issuance, documentary, registration, or other taxes or duties and no capital gains, income, withholding or other taxes are payable by the LM in connection with (A) the sale and delivery of the Offered Shares to or for the accounts of the LM, or (B) the execution and enforcement of this Agreement and applicable stamp duty on this Agreement has been paid at the time of execution of this Agreement;
- (xi) The LM and its Affiliates shall not be liable in any manner whatsoever for the information or disclosure in the Offer Documents, except to the extent of the information provided by the LM expressly for inclusion in the Offer Documents, which

consists of only the LM's name, logo, address, SEBI registration number, contact details and identification of past issues handled;

- (xii) any purchase and sale of the Equity Shares pursuant to an underwriting agreement, including the determination of the Offer Price, shall be on an arm's length commercial transaction between the Company on the one hand, and the LM, on the other hand subject to, and on, the execution of an underwriting agreement in connection with the Offer; and
- (xiii) the LM and its respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company. The Company waives, to the fullest extent permitted by Applicable Law, any claims that it may have against the LM arising from an alleged breach of fiduciary duties in connection with the Offer or otherwise. It is hereby clarified that neither this Agreement nor the LM's performance hereunder nor any previous or existing relationship between the Company and the LM or its Affiliates shall be deemed to create any fiduciary relationship in connection with the Offer.

8.3 The obligations of the LM in relation to the Offer shall be conditional, *inter alia*, on the following:

- (i) any change in the type and quantum of securities proposed to be offered in the Offer being made only after prior consultation with, and with the prior written consent of the LM;
- (ii) market conditions in India or globally, before launch of the Offer being, in the sole opinion of the LM, satisfactory for the launch of the Offer;
- (iii) due diligence (including the receipt by the LM of all necessary reports, documents or papers from the Company having been completed to the satisfaction of the LM, including to enable the LM to file any due diligence certificate with SEBI or any Governmental Authority and any other certificates as are customary in offerings herein;
- (iv) terms and conditions of the Offer having been finalized in consultation with and to the satisfaction of the LM, including the Price Band, the Offer Price, Offer Price and the size of the Offer;
- (v) completion of all regulatory requirements (including receipt of all necessary approvals and authorizations and compliance with the conditions, if any, specified therein) and compliance with all Applicable Law governing the Offer and receipt of and compliance with all consents, approvals and authorizations under applicable contracts required for the Offer, as the case may be, and disclosures in the Offer Documents, all to the satisfaction of the LM;
- (vi) completion of all documentation for the Offer, including the Offer Documents and the execution of customary certifications (including certifications and comfort letters from the statutory auditors of the Company, in form and substance satisfactory to the LM from Sharp & Tannan Chartered Accountant, statutory auditors and JMR & Associates LLP, Chartered Accountant with respect to the Company, within the rules of the code of professional ethics of the ICAI containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the

financial statements and certain financial information contained in or incorporated by reference into the Offer Documents, each dated as of the date of (i) the Draft Prospectus, (ii) the Prospectus, and (iv) the allotment and transfer of the Equity Shares pursuant to the Offer; provided that each such letter delivered shall use a "cut-off date" not earlier than a date to three Working Days prior to the date of such letter); undertakings, consents, legal opinions (including the opinion of the legal counsels engaged in relation to the Offer, on each of the date of the Draft Prospectus and the Allotment) and other agreements entered into in connection with the Offer, and where necessary, such agreements shall include provisions such as representations and warranties, conditions as to closing of the Offer, force majeure, indemnity and contribution, in form and substance satisfactory to the LM;

- (vi) the benefit of a clear market to the LM prior to the Offer, and in connection therewith, no offering or sale of debt or equity or hybrid securities of any type of the Company shall be undertaken by the Company subsequent to the filing of the Draft Prospectus, without prior consultation with, and written consent of, the LM, except as loan availed in ordinary course of business;
- (vii) the Company having not breached any term of this Agreement or the Engagement Letter;
- (ix) The absence of any of the events referred to in Clause 19.2(iv); and
- (x) the receipt of approvals from the respective internal committees of the LM, which approval may be given in the sole determination of each such committee.

9. EXCLUSIVITY

The LM shall be the exclusive lead manager in respect of the Offer. The company shall not, during the term of this agreement, appoint any other lead manager, co-manager, syndicate members or other advisors in relation to the Offer without the prior written consent of the LM. Nothing contained in this Agreement shall be interpreted to prevent the Company from retaining legal counsel or such other advisors as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Offer, provided that the LM and its Affiliates shall not be liable in any manner whatsoever for any acts or omissions of any other advisor appointed by the Company.

10. CONFIDENTIALITY

10.1 The LM agree that all information relating to the Offer and disclosed to the LM by the Company, its Directors, Promoters, Promoter Group, key management personnel its respective Affiliates for the purpose of this Offer shall be kept confidential, from the date of this Agreement until the expiration of a period of twelve (12) months from the date of SEBI's / Stock Exchanges final observation letter on the Draft Prospectus or for a period of twelve (12) months from the date of commencement of trading of the Equity Shares on the Stock Exchanges or for a period of twelve (12) months from the date of termination of this Agreement, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to:

- (i) any disclosure to investors or prospective investors of the Equity Shares in connection with the Offer, as required under Applicable Law;

- (ii) any disclosure pursuant to requirements under any law, rule or regulation or the order of any court or tribunal or pursuant to any direction, demand, request or requirement (whether or not having the force of law) of any central bank or any Governmental Authority;
- (iii) any information, to the extent that such information was, or becomes, publicly available other than by reason of disclosure by the LM or its Affiliates in violation of this Agreement or was, or becomes, available to the LM or its Affiliates, or their respective employees, research analysts, advisors, legal counsel, independent auditors and other experts, or agents from a source which is or was not known by LM or its Affiliates to be provided in breach of a confidentiality obligation to the Company, its Directors, or their respective Affiliates;
- (iv) any disclosure by the LM to its Affiliates and their respective employees, research analysts, advisors, legal counsel, insurers, independent auditors and other experts or agents for and in connection with the Offer;
- (v) any information made public or disclosed to any third party with the prior consent of the Company, as applicable;
- (vi) any information which, prior to its disclosure in connection with the Offer, was already lawfully in the possession of the LM or its Affiliates;
- (vii) any information which is required to be disclosed in the Offer Documents, or in connection with the Offer, including at investor presentations and in advertisements pertaining to the Offer; or
- (viii) any disclosure that the LM in its sole discretion deem appropriate to defend or protect a claim in connection with any action or proceedings or investigation or litigation/potential litigation arising from or otherwise involving the Offer, to which the LM or its Affiliates become party or are otherwise involved; or

10.2 The term "confidential information" shall not include any information that is stated in the Offer Documents and related offering documentation or which may have been filed with relevant regulatory authorities (excluding any informal filings or filings with SEBI) or another regulatory body where SEBI or the other regulatory body agree the documents are treated in a confidential manner). If the LM or its Affiliates are requested or directed pursuant to, or are required by, Applicable law, legal process, a regulatory or supervisory or Governmental Authority with jurisdiction over the LM's or its Affiliates' activities to disclose any confidential information in relation to the Company, or their respective Affiliates or the Offer, the LM or its Affiliate, as applicable, shall have the right to disclose such confidential information in accordance with such request, direction or requirement; provided that the LM shall provide the Company and relevant Affiliates with the notice of such requirement and such disclosures, to the extent legally and practicably permissible, with sufficient details so as to enable the Company to obtain appropriate injunctive or other relief to prevent such disclosure, and the LM shall cooperate with any action that the Company may request, to maintain the confidentiality of such advice or opinions

10.3 Any advice or opinions provided by the LM or its respective Affiliates to the Company, its Directors, or their respective Affiliates in relation to the Offer, or vice-versa as the case may

be, and the terms specified under the Engagement Letter, shall not be disclosed or referred to publicly or to any third party except with the prior written consent of LM (which shall not be unreasonably withheld or delayed), except where such information is required by Applicable Law (except in case of routine inquiries or examinations from any Governmental Authority in the ordinary course), or in connection with disputes between the Parties or if required by a court of law or any Government Authority, including any action, proceeding, investigation or litigation arising from or otherwise involving the Offer to which the Company become a party, provided that the Company shall provide the LM and its relevant Affiliates with notice of such requirement and such disclosures, to the extent legally and practicably permissible, with sufficient details so as to enable the LM to obtain appropriate injunctive or other relief to prevent such disclosure, and the Company shall cooperate with any action that the LM may request, to maintain the confidentiality of such advice or opinions.

- 10.4 The Company shall keep confidential the terms specified under this Agreement and the Engagement Letter and agree that no public announcement or communication relating to the subject matter of this Agreement or the Engagement Letter shall be issued or dispatched without the prior written consent of the LM except as may be required under Applicable Law (except in case of routine inquiries or examinations from any Governmental Authority in the ordinary course), provided that the Company shall provide the LM and its relevant Affiliates with reasonable prior written notice of such requirement and such disclosures, with sufficient details so as to enable the LM to obtain appropriate injunctive or other relief to prevent such disclosure and the Company shall cooperate, at their own expense, with any action that the LM may request, to maintain the confidentiality of such information.
- 10.5 The LM and its Affiliates may not, without their respective prior written consent (which shall not be unreasonably withheld or delayed), be quoted or referred to in any document, release or communication prepared, issued or transmitted by the Company and or their respective Affiliates, directors, employees, partners, agents, representatives, except as may be required under Applicable Law, and the Company shall cooperate, at their own expense, with any action that the LM may request, to maintain the confidentiality of such information.
- 10.6 Subject to Clause 10.1 above, the LM shall be entitled to retain all information furnished by the Company, representatives or legal or other advisors, any intermediary appointed by the Company and the respective representatives or counsels, and the notes, workings, analyses, studies, compilations, interpretations thereof, in connection with the Offer, and to rely on such information in connection with any defences available to the LM or its Affiliates under Applicable Law, including any due diligence defence. The LM shall be entitled to retain copies of any computer records and files containing any information which have been created pursuant to its automatic electronic archiving and back-up procedures. Subject to Clause 10.1 above, all such correspondence, records, work products and other papers supplied or prepared by the LM or its in relation to this engagement held on disk or in any other media (including financial models) shall be the sole property of the LM.
- 10.7 The Company unequivocally and unconditionally represent and warrant to the LM and its Affiliates that the information provided by them respectively is in their, or their respective Affiliates', lawful possession and is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information.
- 10.8 If any of the Party (ies) (the "Requesting Party") requests any of the other Party (the "Delivering Party") to deliver documents or information relating to the Offer or delivery of such documents or any information is required by Applicable Law to be made, via electronic

transmissions, the Requesting Party acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Offer are transmitted electronically by the Delivering Party, the Requesting Party hereby releases, to the fullest extent permissible under Applicable Law, the Delivering Party and their respective Affiliates, and their respective directors, employees, agents, representatives and advisors, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by the Requesting Parties or its Affiliates or their respective directors, employees, agents, representatives and advisors, and including any act or omission of any service providers, and any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties. Provided, however, that the Delivering Party shall be liable for any loss or liability that may be incurred by the Requesting Party arising solely and directly on account of fraud of the Delivering Party.

- 10.9 The provisions of Clause 10 shall supersede all previous confidentiality agreements executed amongst the Company, and the LM. In the event of any conflict between the provisions of Clause 10 and any such previous confidentiality agreement, the provisions of Clause 10 shall prevail.

11. CONSEQUENCES OF BREACH

- 11.1 In the event of any breach of any of the terms of this Agreement or the Engagement Letter, each non-defaulting Party shall, without prejudice to the compensation payable to it under this Agreement, have the absolute right to take such action as it may deem fit including terminating this Agreement (in respect of itself) or withdrawing from the Offer. The defaulting Party shall have the right to cure any such breach within a period of 30 Working days of the earlier of:

- (i) becoming aware of the breach; or
- (ii) being notified of the breach by a non-defaulting Party.

In the event that the breach is not cured within the aforesaid period, the defaulting Party shall be liable for the consequences if any, resulting from such termination and withdrawal.



- 11.2 Notwithstanding Clause 11.1 above, in the event that the Company, or any of their respective Affiliates fail to comply with any provisions of this Agreement, the LM shall have the right to immediately withdraw from the Offer, to terminate their engagement without prejudice to the compensation or expenses payable to the LM under this Agreement or the Engagement Letter.
- 11.3 The LM shall not be liable to refund the monies paid to them, including fees, commissions or reimbursement of out-of-pocket expenses for the portion of the services rendered by LM. Further, the LM shall not be liable to refund any amounts paid by the Company on invoices raised by the LM payable upon successful completion of the IPO, in accordance with this Agreement or the Engagement Letter.

12. ARBITRATION

- 12.1 In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement or the Engagement Letter between any or all of the Parties, including any question

For Director

Director

regarding its existence, validity, interpretation, implementation or termination, or the legal relationships established by this Agreement or the Engagement Letters (the "Dispute"), the parties to the dispute ("Disputing Parties") shall in the first instance seek to resolve the matter amicably through discussion among them. Only if the Disputing Parties fail to resolve the dispute by amicable arrangement and compromise, within a period of seven (7) Working Days after the occurrence of the Dispute, the disputing parties shall by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration Act.

- 12.2 Any Dispute shall be referred to and finally resolved by binding arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended (the "Arbitration Act"). In the event that the Dispute involves two parties, the number of arbitrators shall be three and each Disputing Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall be the chairman, within 15 Working Days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event the Dispute involves more than two parties, then the arbitration shall be in accordance with the Arbitration and Conciliation Act. In the event that the Disputing Party(ies) fail to appoint an arbitrator, or the arbitrators fail to jointly appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act and each of the arbitrators so appointed shall have at least five years of relevant expertise in the area of securities and/or commercial laws.
- 12.3 The seat and venue of arbitration shall be Mumbai, India. The language to be used in the arbitral proceedings shall be English. The award shall be final, conclusive and binding on the Disputing Parties, and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitrators may award to a Disputing Party its costs and actual expenses including fees of counsel to a Disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement. The arbitration tribunal shall use its best efforts to produce a final and binding award within 12 months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such 12 month period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties. The arbitrators shall issue a written statement of their award(s), detailing the facts and reasons on which their decision was based.
- 12.4 Nothing in this Clause 12 shall be construed as preventing any party from seeking conservatory or similar interim relief in any court of competent jurisdiction.
- 12.5 Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter.
- 12.6 The Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement.
- 12.7 The arbitrators shall have the power to award interest on any sums awarded.

(For Disputing Party)

Arbitrator




If any provision or any portion of a provision of this Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement or the Engagement Letter, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

14. GOVERNING LAW

This Agreement, the rights and obligations of the Parties, 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 12 above, the courts of Mumbai, India shall have exclusive jurisdiction in all matters arising out of the arbitration proceedings mentioned hereinabove.

15. BINDING EFFECT, ENTIRE UNDERSTANDING

15.1 The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Except in relation to the fees and expenses contained in the Engagement Letter, these terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made between any of the Parties and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties with respect to the Offer. In the event of any inconsistency or dispute between the terms of this Agreement and the Engagement Letter, the terms of this Agreement shall prevail, provided that the Engagement Letter shall prevail over this Agreement solely where such inconsistency or dispute relates to the fees or expenses payable to the LM for the Offer or taxes payable with respect thereto.

15.2 From the date of this Agreement up to the commencement of trading in the Equity Shares, the Company shall not enter into any initiatives, agreements, commitments or understandings (whether legally binding or not) relevant to this Agreement or the Offer, with any person or be taken which may directly or indirectly affect or be relevant in connection with the Offer, without prior consultation with the LM, and neither the Company nor any of their respective Affiliates, Promoters, Directors, or partners have entered, or shall enter, into any contractual arrangement, commitment or understanding relating to the offer, sale, distribution or delivery of the Equity Shares without prior consultation with the LM.

16. INDEMNITY AND CONTRIBUTION

16.1 The Company shall indemnify and hold harmless the LM, its Affiliates, and their respective directors, officers, employees, agents, and Controlling persons and each person, if any, who controls, is under common control with or is controlled by the LM within the meaning of Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 (the LM and each such person, an "Indemnified Party") at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, interest costs, charges, expenses, suits, proceedings, judgements or awards of whatever nature made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions claims, suits or proceedings (individually, a




S. S. Singhvi


[Signature]

any Applicable Law or otherwise, consequent upon or arising directly or indirectly out of or in connection with or in relation to: (i) the Offer, this Agreement or the Engagement Letter or the activities contemplated thereby, or (ii) any breach or alleged breach of any representation, warranty, covenant or undertaking by the Company, in this Agreement, the Engagement Letter, the Offer Documents, or any undertakings, certifications, or consents, furnished or made available to the Indemnified Party in connection with the Offer and any amendment or supplement thereto, or in any marketing materials, presentations or written road show materials approved by or on behalf of the Company in relation to the Offer; (iii) any untrue statement or alleged untrue statement of a material fact contained in the Offer Documents, or any undertakings, certifications, consents, furnished or made available to the LM Indemnified Party by the Company, its Directors, officers, employees in relation to the Offer, prepared by or on behalf of the Company or any amendment or supplement to the foregoing, or the omission or the alleged omission to state therein a material fact required to be stated or necessary in order to make the statements therein in light of the circumstances under which they were made not misleading; (iv) the transfer or transmission of any information to any Indemnified Party in violation or alleged violation of Applicable Law in relation to confidentiality or which results in a breach or breach by the indemnified Parties in relation to the issuance of research reports in reliance upon and/or consequent to such information; or (v) any correspondence (written or otherwise) with the SEBI, the RBI, the RoC, the Stock Exchanges or any Governmental Authority in connection with the Offer. The Company shall reimburse any Indemnified Party for all expenses (including any legal or other expenses and disbursements) as they are incurred by such Indemnified Party in connection with investigating, disputing, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which the Indemnified Party may become subject, in each case, as such expenses are incurred or paid.

Provided however that the Company shall not be liable under Clause 16.1 (i), (iv) and (v) to any Indemnified Party for Loss that has been determined by a court or arbitral tribunal of competent jurisdiction, by way of a binding and final judgment and such judgment is not subject to any further appeal, to have resulted solely and directly from such Indemnified Party's fraud, gross negligence or wilful misconduct in performing their services under this Agreement. The Company shall not be responsible for the price information of past issues handled by the LM in the format prescribed by the SEBI and the details of track record of the performance of public issues managed by the LM disclosed in the Offer Documents.

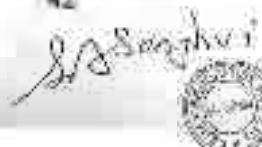
- 16.2 In the event any proceeding (including any governmental or regulatory investigation) is instituted involving any person in respect of which indemnity may be sought pursuant to Clause 16.1 or 16.2 above, the Indemnified Party shall notify the person against whom such indemnity may be sought (the "Indemnifying Party") in writing, provided that failure to notify the indemnifying Party shall not relieve the indemnifying Party from any liability that it may have under this Clause 16. The indemnifying Party, at the option, or on the request, of the Indemnified Party shall retain counsel satisfactory to the Indemnified Party to represent the Indemnified Party and any other persons that the Indemnified Party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (i) the Indemnifying Party and the Indemnified Party have mutually agreed to the retention of such counsel; (ii) the Indemnifying Party has failed within a reasonable time to retain counsel satisfactory to the Indemnified Party; (iii) the Indemnified


The Company

Party has concluded that there may be legal defences available to it that are different from or in addition to those available to the Indemnifying Party; or (iv) the named or impleaded parties to any such proceedings include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Parties acknowledge and agree that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm, in addition to any local counsel, for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm, such firm shall be designated in writing by the LM. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent but, if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party shall indemnify the Indemnified Party from and against any Loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing, if, at any time, an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated earlier in this Clause 16.3, the Indemnifying Party shall be liable for any settlement of any proceeding effected without its written consent if: (i) such settlement is entered into more than 30 days after receipt by such Indemnifying Party of the aforesaid request; and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement. No Indemnifying Party shall, without the prior written consent of the Indemnified Party effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been, a party and indemnity could have been sought hereunder by such Indemnified Party unless such settlement includes an unconditional release (present and/or future) of such Indemnified Party from all liability or claims that are the subject matter of such proceeding.

- 16.3 To the extent that the indemnification provided for in this Clause 16 is unavailable to an Indemnified Party or is held unenforceable by any court of law, arbitrator, arbitral tribunal or any regulatory, administrative or other competent or Governmental Authority, or is insufficient in respect of any Losses referred to therein, each Indemnifying Party under this Clause 16, in lieu of indemnifying such Indemnified Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses: (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the LM, on the other hand, from the Offer; or (ii) if the allocation provided by Clause 16.5(i) above is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 16.5(i) above but also the relative fault of the Company, on the one hand, and the LM, on the other hand, in connection with statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the LM, on the other hand, in connection with the Offer shall be deemed to be in the same respective proportions as the net proceeds of the Offer (before deducting Offer expenses) received by the Company and the total fees (excluding expenses and taxes) received by the LM in relation to the Offer bear to the gross proceeds of the Offer. The relative fault of the Company, on the one hand and the LM, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or disclosure or the omission or alleged omission to state a material fact or disclosure relates to information supplied by the Company, or their respective Affiliates, representatives, advisors, consultants or agents or by the LM, and the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and hereby expressly affirm that the LM shall not be liable in any manner whatsoever for the


S. Singhvi


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foregoing except to the extent of the information provided by the LM in writing expressly for inclusion in the Offer Documents, which consists of only the name and registered address, logo, names of past issues concluded by the LM, SEBI registration number and contact details of the LM.

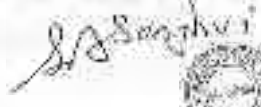

- 16.4 The Parties acknowledge and agree that it would not be just or equitable if contribution pursuant to this Clause 16 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Clause 16.5. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages and liabilities referred to in this Clause 16 shall be deemed to include, subject to the limitations set out above in this Clause 16, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Clause 16, under any circumstance the LM shall not be required to contribute any amount in excess of the fees (excluding expenses and taxes) received by the LM pursuant to this Agreement and/or the Engagement Letter. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything contained in this Agreement, in no event shall any Party be liable for any special, incidental or consequential damages, including lost profits or lost goodwill.
- 16.5 The remedies provided for in this Clause 16 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Party at law or in equity.
- 16.6 The indemnity and contribution provisions contained in this Clause 16, the representations, warranties, covenants and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of any: (i) termination of this Agreement or the Engagement Letter; (ii) any actual or constructive knowledge of, or any investigation made by or on behalf of any Indemnified Party or on behalf of the Company or its officers, employees or Directors or any person controlling the Company or by or on behalf of the or (iii) acceptance of and payment for any Equity Shares.

Notwithstanding anything stated in this Agreement, under any circumstance the maximum aggregate liability of LM (whether under contract, tort, law or otherwise) shall not exceed the fees (excluding expenses and taxes) actually received (excluding pass through) by the LM for the services rendered by it under this Agreement and Engagement Letter.

17. FEES AND EXPENSES

The Company shall pay the fees, commission and expenses of the LM as specified in the Engagement Letter. All costs, charges, fees and expenses relating to the Offer, including road show, accommodation and travel expenses and fees and expenses paid by the Company to any of the intermediaries shall be paid as per the agreed terms with such intermediaries. A certified true copy of such executed memorandum, agreement or engagement letter shall be furnished by the Company to the LM. The fees, commission and expenses relating to the Offer shall be borne by the Company in writing, in accordance with Applicable Law. It is further clarified that, in the event the Offer is not successfully completed and/or withdrawn and/or abandoned, all such cost and expenses shall be borne by the Company on a proportionate basis.

For 
Mr. Sandeep D. Chitambar


S. S. Singhvi


18. TAXES

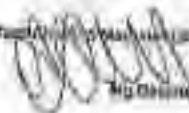
- 18.1 The Company shall pay the taxes in accordance with the Engagement Letter
- 18.2 Subject to and without prejudice to any exemptions granted to the respective Selling Shareholder under Applicable Law or its charter documents, the respective Selling Shareholder by their consent letter acknowledge and agree that payment of securities transaction tax in relation to the Offer for Sale is their obligation, and any deposit of such tax by the LM (directly from the Public Offer Account after transfer of funds from the Escrow Accounts and the ASBA accounts to the Public Offer Account) and promptly upon receipt of final listing and trading approvals from the Stock Exchanges, in the manner to be set out in the Offer Documents as well as in the Cash Escrow and Sponsor Bank Agreement to be entered into for this purpose is only a procedural requirement as per applicable taxation laws and that the LM shall not derive any economic benefits from the transaction relating to the payment of securities transaction tax.

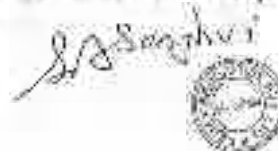

19. TERM AND TERMINATION

- 19.1 The LM engagement, unless terminated earlier pursuant to the terms of the Engagement Letter or this Agreement, shall continue until the commencement of trading of the Equity Shares on the Stock Exchanges, or a period of 12 months from the date of issue of final observations by SEBI/ Stock Exchange in relation to the Draft Prospectus, whichever is earlier, or such other date as may be mutually agreed to among the Parties, in writing. This Agreement shall automatically terminate upon the termination of the Underwriting Agreement, if executed, in relation to the Offer.
- 19.2 Notwithstanding Clause 19.1, the LM may, at its sole discretion, unilaterally terminate this Agreement in respect of itself immediately by a notice in writing:
- (i) if any of the representations, warranties, undertakings, declarations or statements made by any of the Company, its Directors, in the Offer Documents, or this Agreement or the Engagement Letter, or otherwise in relation to the Offer, are determined by LM to be incorrect, untrue or misleading either affirmatively or by omission;
 - (ii) if the Engagement Letter or the Underwriting Agreement in connection with the Offer are terminated pursuant to their respective terms;
 - (iii) if there is any non-compliance or breach by the Company Directors, Promoters, Promoter Group, Group Company, key management personnel, of Applicable Law with respect to the Offer or their respective obligations, representations, warranties or undertakings under this Agreement or in connection with the Offer;
 - (iv) if the Offer is postponed beyond the term as provided in Clause 19.1 or withdrawn or abandoned for any reason prior to 12 (twelve) months from the date of the Engagement Letter, or
 - (v) in the event that:
 - (a) trading generally on the National Stock Exchange of India Limited, the London Stock Exchange, the New York Stock Exchange, the NASDAQ Global market, the Hong Kong Stock Exchange, or the Singapore Stock Exchange has been suspended

or maximum ranges have been required, by any of these exchanges, or by the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other applicable or relevant governmental or regulatory authority, or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in the United Kingdom, the United States, Hong Kong or Singapore, or with respect to the Clearstream or Euroclear systems in Europe or in any of the cities of Mumbai or New Delhi;

- (b) there shall have occurred any Material Adverse Change in the financial markets in India or the international financial markets, any material escalation in the severity of the ongoing COVID 19 pandemic and/or governmental measures imposed in response to the COVID 19 pandemic, or any new epidemic or pandemic unrelated to the COVID 19 pandemic, any outbreak of pandemic, hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian or international political, financial or economic conditions (including the imposition of or a change in currency exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the LM;
- (c) impracticable or inadvisable to proceed with the offer, sale, transfer, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;
- (d) if any of the conditions under Clause 8.3 of this Agreement have not been satisfied;
- (e) there shall have occurred, in the sole opinion of the LM, any Material Adverse Change;
- (f) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including a change in the regulatory environment in which the Company operate or a change in the regulations and guidelines governing the terms of the Offer) or any order or directive from SEBI, the RoC, the Stock Exchanges or any other Government Authority, that, in the sole judgment of the LM, is material and adverse and that makes it, in the sole judgment of the LM, impracticable or inadvisable to proceed with the offer, sale, transfer, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;
- (g) a general banking moratorium shall have been declared by Indian, United Kingdom, United States Federal, Hong Kong, Singapore or New York State Authorities; or
- (h) the commencement by any regulatory or statutory body or organization of any action or investigation against the Company or any of its Directors or the Promoters or an announcement or public statement by any regulatory or statutory body or organization that it intends to take such action or investigation which in the sole judgment of the LM, make it impracticable or inadvisable to market the Offer, or to enforce contracts for the issue and allotment of Equity


No. 10/2019

Shares on the terms and manner contemplated in the Agreement or prejudices the success of the Offer or dealings in the Equity Shares in the secondary market,

Notwithstanding anything to the contrary contained in this Agreement, if, in the opinion of the LM, any of the conditions stated in Clause 8.3 is not satisfied (as applicable), the LM shall have the right, in addition to the rights available under this Clause 19, to immediately terminate this Agreement with respect to itself by giving written notice to the Company and the LM shall have the right to withhold submission of the Offer Documents to SEBI, the RoC or the Stock Exchanges, as applicable, in the event that any of the information or document requested by the LM is not promptly made available by the Company in relation to itself or any of its Affiliates or Directors, in accordance with the respective terms set out under this Agreement.

- 19.3 On termination of this Agreement in accordance with this Clause 19, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided under this Agreement or under the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement. However, the provisions of Clauses 1 (Definitions), 10 (Confidentiality), 12 (Arbitration), 13 (Severability), 14 (Governing Law), 16 (Indemnity and Contribution), 17 (Fees and Expenses), 18 (Taxes), 19 (Term and Termination), 20.5 (Notices) and this Clause 19.3 shall survive any termination of this Agreement.
- 19.4 Subject to the foregoing, any of the Parties in respect of itself (with regard to its respective obligations pursuant to this Agreement) may terminate this Agreement, with or without cause, on giving 3 working days' prior written notice at any time prior to signing of the Underwriting Agreement. Following the execution of the Underwriting Agreement, the Offer may be withdrawn and/or the services of the LM terminated only in accordance with the terms of the Underwriting Agreement.
- 19.5 The termination of this Agreement shall not affect LM's right to receive any fees which may have accrued to it prior to the date of termination and reimbursement for out of pocket and other Offer related expenses incurred prior to such termination as set out in the Engagement Letter.
- 19.6 In the event that the Offer is postponed or withdrawn or abandoned for any reason, the LM shall be entitled to receive fees and reimbursement for expenses which may have accrued to it up to the date of such postponement or withdrawal or abandonment as set out in the Engagement Letter.
- 19.7 This Agreement shall also be subject to such additional conditions of *force majeure* and termination that may be mutually agreed upon and set out in the Underwriting Agreement, the Syndicate Agreement or any other agreements executed in respect of the Offer.

20. MISCELLANEOUS

- 20.1 No modification, alteration or amendment of this 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 the Parties.
- 20.2 No Party shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties; provided, however, the LM may assign its rights under

this Agreement to an Affiliate without the consent of the other Parties, by giving reasonable notice to the other Parties.

- 20.3 This Agreement 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.
- 20.4 This Agreement may be executed by delivery of a portable document format ("PDF") copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties electronically delivers a signature page in PDF, such Party shall deliver an executed signature page, in the original, within seven Working Days of electronically delivering such PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Agreement.
- 20.5 All notices issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered if sent by registered post or established courier services to or hand delivered at the addresses as specified below or sent to the e-mail address of the Parties respectively or such other addresses as each Party may notify in writing to the other. Further, any notice sent to any Party shall also be marked to all the remaining Parties.

If to the Company:

Sharp Chucks and Machines Limited
A-12 Industrial Development Colony Jalandhar - 144012, Punjab, India
Attn: Ajay Sikka
Email: cs@sharpchucks.com

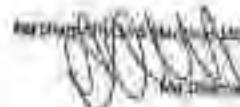
If to the IM:

FEDEX SECURITIES PRIVATE LIMITED
3rd Floor, B Wing, Jay Chambers, Dnyanesh Road, Vile Parle East, Mumbai - 400057
Attn: Saipan Sanghvi
Email: mb@fedsec.in

- 20.6 Other than as provided in this Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Agreement and any provision of this Agreement shall not be enforceable by a person that is not a party to this Agreement.

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

[Remainder of Page Intentionally Left Blank]


SAIPAN SANGHVI
FEDEX SECURITIES PRIVATE LIMITED


AJAY SIKKA
SHARP CHUCKS AND MACHINES LIMITED

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, LEAD MANAGER

**SIGNED BY
FOR AND ON BEHALF OF SHARP CHUCKS AND MACHINES LIMITED**

For Sharp Chucks and Machines Limited


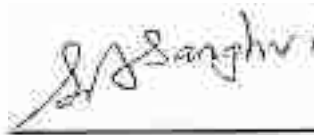


M. D. Desai

(Authorized Signatory)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, LEAD MANAGER

**SIGNED BY
FOR AND ON BEHALF OF FEDEX SECURITIES PRIVATE LIMITED**



(Authorized Signatory)

ANNEXURE A

LIST OF SELLING SHAREHOLDERS AND CONSENT LETTERS

| S. No. | Name of Selling Shareholders | Number of Equity Shares | Number of Equity Shares offered in the Offer for Sale | Date of consent letter |
|--------|--|-------------------------|---|------------------------|
| 1. | SIDBI TRUSTEE COMPANY LIMITED A/c India Opportunities Fund | 19,28,516 | 19,28,516 | June 28, 2023 |

For Shareholder

 Mr. Director




STATEMENT OF RESPONSIBILITIES OF THE LM

| Sr. No. | Activity | Responsibility |
|---------|---|----------------|
| 1. | Capital structuring, positioning strategy and due diligence of the Company including its operations/management/business plans/legal etc. Drafting and design of the Draft Prospectus, Prospectus, Abridged Prospectus and application form. The LM shall ensure compliance with stipulated requirements and completion of prescribed formalities with the Stock Exchanges, RoC and SEBI | Fedex |
| 2. | Drafting and approval of all statutory advertisements | Fedex |
| 3. | Appointment of intermediaries viz., Registrar, Printers, Advertising Agency, Sponsor Bank, Bankers to the Offer and other intermediaries, including coordination of all agreements to be entered into with such intermediaries | Fedex |
| 4. | Drafting and approval of all publicity material other than statutory advertisement as mentioned in (2) above including corporate advertisement, brochure and filing of media compliance report | Fedex |
| 5. | Preparation of road show marketing presentation and frequently asked questions | Fedex |
| 6. | International Institutional marketing of the Offer, which will cover, inter alia: <ul style="list-style-type: none"> • Institutional marketing strategy; • Finalizing the list and division of international investors for one-to-one meetings; • Finalizing international road show and investor meeting schedule | Fedex |
| 7. | Domestic Institutional marketing of the Offer, which will cover, inter alia: <ul style="list-style-type: none"> • Institutional marketing strategy; • Finalizing the list and division of domestic investors for one-to-one meetings; and • Finalizing domestic road show and investor meeting schedule | Fedex |
| 8. | Conduct non-institutional marketing of the Offer, which will cover, inter alia: <ul style="list-style-type: none"> • Finalising media, marketing and public relations strategy; • Finalising centres for holding conferences etc. | Fedex |
| 9. | Conduct retail marketing of the Offer, which will cover, inter alia: <ul style="list-style-type: none"> • Formulating marketing strategies; • Preparation of publicity budget, finalizing media and public relations strategy. • Finalizing centres for holding conferences for brokers • Finalizing collection centres; | Fedex |

| Sr. No. | Activity | Responsibility |
|---------|---|----------------|
| | <ul style="list-style-type: none"> • Arranging for selection of underwriters and underwriting agreement and • Follow-up on distribution of publicity and Offer material including form, prospectus and deciding on the quantum of the offer material. | |
| 10. | Managing and finalization of pricing in consultation with the Company | Fedex |
| 11. | Coordination with Stock Exchanges and fixed issue software, bidding terminals and mock trading and deposit of 1% security deposit with the designated stock exchange | Fedex |
| 12. | <p>Post- Offer activities, which shall involve essential follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising our Company about the closure of the Offer, based on correct figures, finalization of the basis of allotment or weeding out of multiple applications, listing of instruments, demat credit and refunds, payment of STT on behalf of the Selling shareholder and coordination with various agencies connected with the post-Offer activity such as Registrar to the Offer, Bankers to the Offer, SCSBs including responsibility for underwriting arrangements, as applicable.</p> <p>Co-ordination with SEBI and Stock Exchanges for refund of 1% security deposit and submission of all post Offer reports including the initial and final post Offer report to SEBI</p> | Fedex |

For Director

 Director