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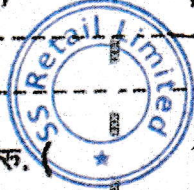
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KOLHAPUR (M.S.)

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२३२९ 'सी' भाऊसिंगजी रोड, कोल्हापूर.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT DATED 08TH SEPTEMBER 2026 ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, KFIN TECHNOLOGIES LIMITED AND AXIS BANK LIMITED, ICICI BANK LIMITED.



महाराष्ट्र MAHARASHTRA

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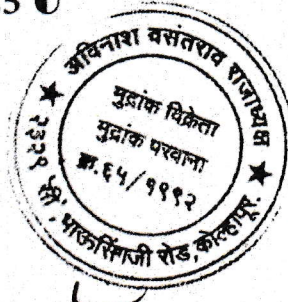
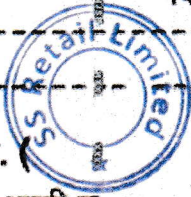
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CASH ESCROW AND SPONSOR BANK AGREEMENT

DATED SEPTEMBER 8, 2026

BY AND AMONG

SS RETAIL LIMITED

AND

**PROMOTER SELLING SHAREHOLDERS
(AS SET OUT IN ANNEXURE A)**

AND

**OTHER SELLING SHAREHOLDER
(AS SET OUT IN ANNEXURE A)**

AND

ANAND RATHI ADVISORS LIMITED

AND

EMKAY GLOBAL FINANCIAL SERVICES LIMITED

AND

**AXIS BANK LIMITED
(ACTING AS PUBLIC OFFER ACCOUNT BANK AND SPONSOR BANK 1)**

AND

**ICICI BANK LIMITED
(ACTING AS REFUND BANK, ESCROW COLLECTION BANK AND SPONSOR BANK 2)**

AND

**ANAND RATHI SHARE AND STOCK BROKERS LIMITED
(IN ITS CAPACITY AS SYNDICATE BANK 1)**

AND

**EMKAY GLOBAL FINANCIAL SERVICES LIMITED
(IN ITS CAPACITY AS SYNDICATE BANK 2)**

AND

KFIN TECHNOLOGIES LIMITED

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This **CASH ESCROW AND SPONSOR BANK AGREEMENT** (hereinafter referred to as the “**Agreement**”) is entered into on September 8, 2026 at Mumbai, India, by and among:

- (1) **SS RETAIL LIMITED**, a company incorporated under the laws of India and having its registered office at 399, E, Basant Bahar Road, Ratikmal Complex, Shop 6-7, Kolhapur – 416 003, Maharashtra, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
- (2) **THE PROMOTER SELLING SHAREHOLDERS**, as listed in **Annexure A** of this Agreement (hereinafter referred to as the “**Promoter Selling Shareholders**” and each Promoter Selling Shareholder is individually referred to as, a “**Promoter Selling Shareholder**”), which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include their respective authorized representatives, successors and permitted assigns);
- (3) **THE OTHER SELLING SHAREHOLDER**, as listed in **Annexure A** of this Agreement (hereinafter referred to as the “**Other Selling Shareholder**”), which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include their respective authorized representatives, successors and permitted assigns);
- (4) **ANAND RATHI ADVISORS LIMITED**, a company incorporated under the laws of India and having its registered office at Express Zone, A Wing, 10th Floor, Western Express Highway, Goregaon (East), Mumbai - 400 063, Maharashtra and corporate office at 11th Floor, Times Tower, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, Maharashtra, India. (hereinafter referred to as “**ARAL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (5) **EMKAY GLOBAL FINANCIAL SERVICES LIMITED**, a company incorporated under the laws of India and having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai - 400028, Maharashtra, India (hereinafter referred to as “**EGFSL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
- (6) **AXIS BANK LIMITED**, (*in its capacity as a Public Offer Account Bank and Sponsor Bank 1*) a company incorporated under the laws of India and having its registered office at Trishul, 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad - 380 006, Gujarat, India and acting through its branch, situated at Ground Floor, 1004/17, "A" Ward, Ramkrishna Sankul, New Mahadwar Road, Near Padmaraje High School, Kolhapur, Maharashtra 416 012 (hereinafter referred to as the “**Public Offer Account Bank**” or “**Sponsor Bank 1**”, as the case may be and in the relevant capacity and as “**Banker to the Offer 1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
- (7) **ICICI BANK LIMITED**, (*in its capacity as a Refund Bank, Escrow Collection Bank and Sponsor Bank 2*), a company incorporated under the laws of India and having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Vadodara - 390007, Gujarat, India, and acting through its branch, situated at Capital Market Division, 5th Floor, HT Parekh Marg, Backbay Reclamation, Churchgate, Mumbai 400020, Maharashtra, India (hereinafter referred to as “**Refund Bank**”, “**Escrow Collection Bank**” or “**Sponsor Bank 2**”, as the case may be and in the relevant capacity and as “**Banker to the Offer 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
- (8) **ANAND RATHI SHARE AND STOCK BROKERS LIMITED**, (*in its capacity as a Syndicate Bank*) a company incorporated under the laws of India and having its registered office at Express Zone, A Wing 10th Floor, Western Express Highway, Goregaon (East), Mumbai – 400 063, Maharashtra, India (hereinafter referred to as the “**Syndicate Member 1**”, or “**ARSSBL**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
- (9) **EMKAY GLOBAL FINANCIAL SERVICES LIMITED**, (*in its capacity as a Syndicate Bank*) a company incorporated under the laws of India having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar

(West), Mumbai - 400 028, Maharashtra, India, (hereinafter referred to as **Syndicate Member 2**, or “**EMKAY**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); and

- (10) **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the laws of India and having at registered office at Selenium Tower B, Plot No. - 31 and 32, Financial District, Nanakramguda, Serilingampally, Hyderabad, Rangareddi 500 032, Telangana, India (hereinafter referred to as “**Registrar**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns).

IN THIS AGREEMENT:

- (i) ARAL and EGFSL are collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**” and individually as a “**BRLM**” or “**Book Running Lead Manager**”;
- (ii) the “**Promoter Selling Shareholders**” and the “**Other Selling Shareholder**” shall be collectively referred to as “**Selling Shareholders**” and individually referred to as the “**Selling Shareholder**”;
- (iii) **Axis Bank Limited** is referred to as the “**Public Offer Account Bank**” or “**Sponsor Bank 1**”, as the case may be and in the relevant capacity and as “**Banker to the Offer 1**”;
- (iv) **ICICI Bank Limited** is referred to as the “**Escrow Collection Bank**” or “**Refund Bank**” or “**Sponsor Bank 2**”, as the case may be and in the relevant capacity and as “**Banker to the Offer 2**”;
- (v) Sponsor Bank 1 and Sponsor Bank 2 are collectively referred to as the “**Sponsor Banks**” and individually as “**Sponsor Bank**”, as the context requires.
- (vi) Banker to the Offer 1 and Banker to the Offer 2 are collectively referred to as “**Bankers to the Offer**” and individually referred to as “**Banker to the Offer.**”
- (vii) **ARSSBL** and **EMKAY** are referred to as a “**Syndicate Members**”;
- (viii) The BRLMs and the Syndicate Members are collectively referred to as the “**members of the Syndicate**” or the “**Syndicate**” and individually as a “**member of the Syndicate**”, as the context may require; and
- (ix) The Company, the Selling Shareholders, the BRLMs, members of the Syndicate, the Bankers to the Offer and the Registrar are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 10 each (the “**Equity Shares**”) comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 3,600.00 million (the “**Fresh Issue**”) and an offer for sale aggregating up to ₹ 1,400.00 million by the Selling Shareholders (the “**Offer for Sale**”) and together with Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013 and the rules made thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other applicable laws, at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the BRLMs (*as defined below*) to the Offer (the “**Offer Price**”, and such offering, the “**Offer**”). The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, and in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and, (ii) outside India and the United States to institutional investors in “offshore transactions” as defined in, and in reliance on, Regulation S and in each case, in compliance with the applicable laws of the jurisdictions where offers are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*) by the Company in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
- (B) The board of directors of the Company (the “**Board of Directors**”) pursuant to resolution dated November 29, 2025, read with the Board resolution dated July 24, 2026, have approved and authorized the Offer. Further, the

Shareholders of the Company pursuant to special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Fresh Issue by way of special resolution of the Shareholders held on December 8, 2025, read with the Shareholders resolution dated August 24, 2026. The Board has also taken on record consent of the Selling Shareholders to participate in the Offer pursuant to their resolution dated November 29, 2025, read with the Board resolution dated July 24, 2026.

- (C) Each of the Selling Shareholders have consented and confirmed to the inclusion of their Equity Shares (“**Offered Shares**”) in the Offer as specified below **Annexure A**. The Selling Shareholders have authorized and confirmed the Offer for Sale of their respective portion of Equity Shares (“**Offered Shares**”), pursuant to the consent letter dated July 22, 2026.
- (D) The Company and the Selling Shareholders have appointed Anand Rathi Advisors Limited and Emkay Global Financial Services Limited (collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”, and individually as “**Book Running Lead Manager**” or “**BRLM**”) to manage the Offer as the BRLMs, and such BRLMs have accepted their engagement in terms of the engagement letter dated April 21, 2025 (“**Fee Letter**”) among the Company, the BRLMs and the Selling Shareholders, subject to the terms and conditions set forth therein and in this Agreement. The Company, the Selling Shareholders and the BRLMs have executed the offer agreement dated December 27, 2025 read with amendment to the offer agreement dated August 30, 2026 in connection with the Offer (“**Offer Agreement**”).
- (E) The Company has filed the draft red herring prospectus dated December 27, 2025 (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), and the Stock Exchanges (as defined hereinafter) for review and comments in connection with the Offer. After incorporating the comments and observations of the SEBI and the Stock Exchanges, the Company has received in-principle approvals from BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”), each dated April 24, 2026. Pursuant to SEBI’s observation letter bearing number HO/49/11/11(138)2026-CFD-RAC-DIL4 dated May 13, 2026, SEBI has provided its final observations to the DRHP. After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the red herring prospectus (“**Red Herring Prospectus**” or “**RHP**”) and thereafter a prospectus (“**Prospectus**”), with the Registrar of Companies, Maharashtra at Pune (the “**Registrar of Companies**” or “**RoC**”) and submit with SEBI and the Stock Exchanges in accordance with the Companies Act and the SEBI ICDR Regulations.
- (F) Pursuant to the registrar agreement dated December 27, 2025 read with amendment to the registrar agreement dated August 28, 2026, the Company and the Selling Shareholders have, severally and not jointly, appointed KFIN Technologies Limited as the Registrar to the Offer (*as defined hereinafter*) (“**Registrar Agreement**”).
- (G) The Company, the Selling Shareholders and the Registrar have entered into the share escrow agreement dated August 31, 2026 (the “**Share Escrow Agreement**”), pursuant to which the Registrar has been appointed as the share escrow agent (“**Share Escrow Agent**”) with respect to the escrow arrangements for the Fresh Issue and Offered Shares (*as defined below*). The Company, the Selling Shareholders, the Registrar, the BRLMs, have entered into a syndicate agreement with the Syndicate Members dated September 8, 2026 (the “**Syndicate Agreement**”), for procuring Bids for the Offer, collection of Bid Amounts and to conclude the process of Allotment and listing consistent with the requirements of the SEBI ICDR Regulations, subject to the terms and conditions contained therein.
- (H) Further, pursuant to the UPI Circulars (*as defined below*), SEBI introduced the use of unified payments interface (“**UPI**”), an instant payment system developed by the National Payments Corporation of India (“**NPCI**”), as a payment mechanism within the ASBA process for applications in public issues by UPI Bidders. The UPI Mechanism (*as defined below*) has been proposed as an alternate payment mechanism aiming to reduce timelines for listing in a phased manner. In accordance with the requirements of the UPI Circulars, the Company and the Selling Shareholders, in consultation with the BRLMs, propose to appoint Axis Bank Limited and ICICI Bank Limited as the Sponsor Banks, in accordance with the terms of this Agreement, to act as a conduit between the Stock Exchanges and the NPCI in order to push the UPI Mandate Requests in respect of UPI Bidders and their respective ASBA Accounts as per the UPI Mechanism, and perform other duties and undertake such obligations as required under the UPI Circulars and this Agreement. SEBI vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (*to the extent not rescinded by the SEBI ICDR Master Circular in relation to the SEBI ICDR Regulations*) and SEBI ICDR Master Circular (*as defined below*), has reduced the time period for listing of equity shares pursuant to a public issue from 6 (six) Working Days to 3 (three) Working Days i.e., T+3 days (“**UPI Phase III**”). The Offer will be made under UPI Phase III as set out in the UPI Circulars.
- (I) The Syndicate shall arrange for the procurement of Bids (other than the Bids by (a) ASBA Bidders (*as defined*

below) directly submitting their Bids to the Self Certified Syndicate Banks (“SCSBs”), and (b) ASBA Bidders (*as defined below*) whose Bids shall be collected by Registered Brokers at the Broker Centres, Registrar and Share Transfer Agents (“RTAs”) at the Designated RTA Locations and Collecting Depository Participants (“CDPs”) at the Designated CDP Locations) at the Specified Locations (*as defined below*) only and Bids submitted by Anchor Investors at select offices of the BRLMs and conclude the process of Allotment and listing in accordance with the SEBI ICDR Regulations and other Applicable Law.

- (J) The Syndicate shall arrange for the procurement of Bids (other than the Bids by (a) ASBA Bidders (*as defined below*) directly submitting their Bids to the Self Certified Syndicate Banks (“SCSBs”), and (b) ASBA Bidders (*as defined below*) whose Bids shall be collected by Registered Brokers at the Broker Centres, Registrar and Share Transfer Agents (“RTAs”) at the Designated RTA Locations and Collecting Depository Participants (“CDPs”) at the Designated CDP Locations) at the Specified Locations (*as defined below*) only and Bids submitted by Anchor Investors at select offices of the BRLMs and conclude the process of Allotment and listing in accordance with the SEBI ICDR Regulations and other Applicable Law.
- (K) All Bidders (other than Anchor Investors) are required to submit their Bids only through the ASBA mechanism. Anchor Investors are not permitted to Bid through the ASBA mechanism in the Offer. UPI Bidders are required to authorize the Sponsor Banks to send UPI Mandate Requests to block their Bid Amounts through the UPI Mechanism. The Bid Amounts from Anchor Investors are proposed to be deposited with the Escrow Collection Bank and held and distributed in accordance with the terms of this Agreement. Accordingly, the Company and the Selling Shareholders, in consultation with the BRLMs, propose to appoint the Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank/ Sponsor Bank, in their respective capacities, on the terms set out in this Agreement, to deal with various matters relating to collection, appropriation and refund of monies in relation to the Offer and certain other matters related thereto including (i) the collection of Bid Amounts (*as defined below*) from Anchor Investors, (ii) the transfer of funds from the Escrow Accounts (*as defined below*) to the Public Offer Account (*as defined below*) or the Refund Account (*as defined below*), as applicable, (iii) the refund of monies to unsuccessful Anchor Investors or of the Surplus Amount (*as defined below*) through the Refund Account or unblocking of funds in case of ASBA Bidders, (iv) the retention of monies in the Public Offer Account received from all successful Bidders (including ASBA Bidders) in accordance with Applicable Law (*as defined below*), (v) the transfer of funds from the Public Offer Account to the account(s) of the Selling Shareholders, (vi) to act as conduit between the Stock Exchanges and the NPCI to facilitate usage of the UPI Mechanism by UPI Bidders; and (vii) the refund of monies to all Bidders, in the event that such refunds are to be made after the transfer of monies to the Public Offer Account which shall be done in such manner as described in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum (*as defined below*) and the Offering Memorandum in accordance with the Applicable Law (*as defined below*).

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

- (i) All capitalized terms used in this Agreement, including in the recitals, shall, unless specifically defined in this Agreement, have the meanings assigned to them in the Offer Documents (*as defined below*), 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, unless repugnant to the context thereof, shall have the meanings ascribed to such terms below:

“**Affiliate**” with respect to any Party, means: (i) any 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 person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any person in which such Party has a “significant influence” or which has “significant influence” over such Party, 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. For the purposes of this definition, the terms “holding company” and “subsidiary” have the respective meanings set out in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, the Promoters, and members of the Promoter Group, as identified in the Offer Documents are deemed Affiliates of the Company. 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.

“**Agreement**” has the meaning ascribed to it in the Preamble of this Agreement;

“Allotment” means allotment or transfer, as the case may be, of the Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders and the words **“Allot”** or **“Allotted”** shall be construed accordingly;

“Allotment Advice” shall mean a note or advice or intimation of Allotment sent to the successful Bidders who have been or are to be Allotted Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange;

“Allottee(s)” means a successful Bidder to whom an Allotment is made;

“Anchor Investor” means a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus, and who has Bid for an amount of at least ₹ 100.00 million;

“Anchor Investor Application Form” means the form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus under the SEBI ICDR Regulations;

“Anchor Investor Allocation Price” means the price at which Equity Shares of face value ₹ 10 each will be allocated to Anchor Investors during the Anchor Investor Bid/ Offer Period in terms of the Red Herring Prospectus and the Prospectus which shall be decided by the Company, in consultation with the BRLMs in compliance with the SEBI ICDR Regulations during the Anchor Investor Bidding Date;

“Anchor Investor Bidding Date” means the day, being, 1 (one) Working Day prior to the Bid/ Offer Opening Date, on which Bids by Anchor Investors shall be submitted, and prior to and after which the BRLMs will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed;

“Anchor Investor Offer Price” means the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company, in consultation with the BRLMs in compliance with the SEBI ICDR Regulations.;

“Anchor Investor Pay-in Date” with respect to Anchor Investor(s), it shall be the Anchor Investor Bidding Date, and in the event the Anchor Investor Allocation Price is lower than the Offer Price, a day not later than 2 (two) Working Days after the Bid/ Offer Closing Date;

“Anchor Investor Portion” means up to 60% of the QIB Portion which may be allocated by the Company in consultation with the BRLMs, to Anchor Investors and the basis of such allocation will be on a discretionary basis by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations, out of which 33.33% shall be reserved for domestic Mutual Funds and 6.67% for life insurance companies and pension funds subject to valid Bids being received from them at or above the Anchor Investor Allocation Price. In case of any under-subscription in the portion reserved for life insurance companies and pension funds the allocation shall be made to domestic Mutual Funds in accordance with the SEBI ICDR Regulation;

“Applicable Law” means any applicable laws, bye-laws, rules, regulations, guidelines, circulars, orders, notifications, regulatory policies (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchanges (*as defined herein*), guidance, rules, orders, judgment or decree of any court or any arbitral authority, or directive, delegated or subordinate legislations 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 (**“SEBI Act”**), the Securities Contracts (Regulation) Act, 1956 (**“SCRA”**), the Securities Contracts (Regulation) Rules, 1957, as amended (**“SCRR”**), the Companies Act, 2013, (**“Companies Act”**), the U.S. Securities Act (including the rules and regulations promulgated thereunder), the U.S. Securities Exchange Act of 1934, as amended (the **“Exchange Act”**, including the rules and regulations promulgated thereunder), the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (**“SEBI Listing Regulations”**), the Foreign Exchange Management Act, 1999, as amended (**“FEMA”**), and rules and regulations thereunder, the consolidated foreign direct investment policy issued by the Department of Industrial Policy and Promotion, Government of India and the guidelines, instructions, rules, communications, circulars, master directions, and regulations issued by Department for Promotion of Industry and Internal Trade (**“DPIT”**), Information Technology Act, 2000, as amended (**“IT Act”**), the Digital Personal Data Protection Act, 2023 and the

guidelines, instructions, rules, communications, circulars and regulations issued by any Governmental Authority and similar agreements which have the force of law, rules, regulations, orders and directions, each as amended from time to time in force in other jurisdictions where there is any invitation or offer of the Equity Shares in the Offer;

“Application Supported by Blocked Amount” or **“ASBA”** means an application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorising an SCSB to block the Bid Amount in the ASBA Account and will include applications made by RIIs using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders using the UPI mechanism;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996, as amended, from time to time;

“ASBA Account(s)” means a bank account maintained with an SCSB by an ASBA Bidder and as specified in the ASBA Form submitted by such ASBA Bidder in which funds will be blocked by such SCSB to the extent of the specified in the ASBA Form submitted by such ASBA Bidder and includes a bank account maintained by a Retail Individual Bidder linked to a UPI ID, which will be blocked by the SCSB upon acceptance of the UPI Mandate Request in relation to a Bid by a Retail Individual Bidder Bidding through the UPI Mechanism;

“ASBA Bidder” means all Bidders except Anchor Investor(s);

“ASBA Form” means the application form, whether physical or electronic, used by ASBA Bidders, to submit Bids through the ASBA process, which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus;

“Banking Hours” means the official working hours for the Sponsor Banks, Escrow Collection Bank, Public Offer Account Bank and Refund Bank at Mumbai, India, i.e., 10.00 AM to 5.00 PM;

“Banker(s) to the Offer” shall have the meaning collectively, the Escrow Collection Bank(s), the Refund Bank(s), the Public Offer Account Bank(s) and the Sponsor Bank(s), as the case may be;

“Basis of Allotment” means the basis on which Equity Shares of face value of ₹ 10 each will be Allotted to successful Bidders under the Offer;

“Beneficiaries” means in the first instance, (a) the Anchor Investors, Bidding through the respective Book Running Lead Manager to whom their Bid was submitted and whose Bids have been registered and Bid Amounts have been deposited in the Escrow Accounts; and (b) the Underwriters, pursuant to any underwriting obligation, who have deposited amount, if any, in the relevant Escrow Accounts pursuant to any underwriting obligations in terms of the Underwriting Agreement; in the second instance, the Selling Shareholders and the Company (solely to the extent of the Fresh Issue and reimbursement of any expenses incurred in relation to the Offer on behalf of the Selling Shareholders, which is payable out of the Offer proceeds in accordance with the Offer Agreement) where the Bid Amounts for successful Bids are transferred to the Public Offer Account on the Designated Date, in accordance with the provisions of Clause 3, subject to receipt of listing and trading approvals from the Stock Exchange; and in the third instance, in case of refunds in the Offer, if refunds are to be made prior to the transfer of monies into the Public Offer Account, the Anchor Investors or the Underwriters and if the refunds are to be made after the transfer of monies to the Public Offer Account on the Designated Date, the Beneficiaries shall mean all Bidders who are eligible to receive refunds in the Offer;

“Bid(s)” means an indication by a ASBA Bidder to make an offer during the Bid/Offer Period pursuant to submission of the ASBA Form, or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to the submission of the Anchor Investor Application Form, to subscribe to or purchase Equity Shares of face value of ₹ 10 each at a price within the Price Band, including all revisions and modifications thereto, to the extent permissible under the SEBI ICDR Regulations, in terms of the Red Herring Prospectus and the Bid cum Application Form. The term **“Bidding”** shall be construed accordingly;

“Bid Amount” means the highest value of the optional Bids as indicated in the Bid cum Application Form and payable by the Bidder and, in the case of RIIs Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares of face value of ₹ 10 each Bid for by such RII and mentioned in the Bid cum Application Form and payable by the Bidder or as blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid in the Offer. Eligible Employees Bidding in the Employee Reservation Portion can Bid at the Cut-off Price and the Bid amount will be the Cap Price multiplied by the number of Equity Shares Bid for by such Eligible Employee and mentioned in the Bid cum Application Form. The maximum Bid Amount under the Employee

Reservation Portion by an Eligible Employee shall not exceed ₹ 0.50 million (net of Employee Discount). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹ 0.20 million (net of Employee Discount). Only in the event of an under-subscription in the Employee Reservation Portion post initial Allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹ 0.20 million (net of Employee Discount) subject to the total Allotment to an Eligible Employee not exceeding ₹ 0.50 million (net of Employee Discount).

“**Bidder**” or “**Investor**” means any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor;

“**Bid/ Offer Closing Date**” shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be published in all editions of Financial Express, an English national daily newspaper, all editions of Jansatta, a Hindi national daily newspaper and a Hindi language national daily with wide circulation, Kolhapur edition of Punya Nagari, a Marathi language daily newspaper (Marathi being the regional language of Maharashtra, where our Registered Office is located), each with wide circulation.

In case of any revision, the revised Bid/ Offer Closing Date will be widely disseminated by notification to the Stock Exchanges, by issuing a public notice, and also by indicating the change on the websites of the BRLMs and at the terminals of the Syndicate Members and communicated to the Designated Intermediaries and the Sponsor Bank(s), which shall also be notified in an advertisement in the same newspapers in which the Bid/ Offer Opening Date was published, as required under the ICDR Regulations;

“**Bid/ Offer Opening Date**” shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, which shall be published in all editions of Financial Express, an English national daily newspaper, all editions of Jansatta, a Hindi national daily newspaper and a Hindi language national daily with wide circulation, Kolhapur edition of Punya Nagari, a Marathi language daily newspaper (Marathi being the regional language of Maharashtra, where our Registered Office is located), each with wide circulation;

“**Bid/ Offer Period**” shall mean, except in relation to Bids received from the Anchor Investors, the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof, in accordance with the ICDR Regulations and the terms of the Red Herring Prospectus. Provided however, that the Bidding shall be kept open for a minimum of 3 (three) Working Days for all categories of Bidders, other than Anchor Investors. The Company may, in consultation with the BRLMs, consider closing the Bid/ Offer Period for the QIB Category 1 (one) Working Day prior to the Bid/ Offer Closing Date in accordance with the ICDR Regulations;

“**Board of Directors**” or “**Director**” has the meaning ascribed to such term in Recital B of this Agreement;

“**Broker Centres**” means broker centres notified by the Stock Exchanges where ASBA Bidders can submit the ASBA Forms to a Registered Broker, provided that RIIs may only submit ASBA Forms at such broker centres if they are Bidding using the UPI Mechanism. The details of such Broker Centres, along with the names and contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com.

“**Chartered Accountant Certificate**” means a certificate issued by a accounting firm/chartered accountant holding a valid peer review certificate appointed by the Company on behalf of the Selling Shareholders, certifying the amount of the STT to be, as applicable, and balance amount left in the Public Offer Account after deduction of the Offer Expenses, and STT and transfer of Offer proceeds to the Selling Shareholders, as applicable, issued in the format given in **Schedule VI** of this Agreement;

“**Closing Date**” means the date of Allotment of the Equity Shares pursuant to the Offer in accordance with the provisions of the Offer Documents;

“**Collecting Depository Participant**” or “**CDP**” means a depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular SEBI RTA Master Circular and the UPI Circulars, issued by SEBI and the Stock Exchanges, as per the list available on the websites of the Stock Exchanges, www.bseindia.com and www.nseindia.com, as updated from time to time;

“Company” has the meaning ascribed to such term in the Preamble to this Agreement;

“Companies Act” shall mean the Companies Act, 2013 and rules made thereunder;

“Control” has the meaning set out under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, and the terms **“Controlling”** and **“Controlled”** shall be construed accordingly;

“Designated CDP Locations” shall mean such centres of the Collecting Depository Participants (CDPs) where Bidders (other than Anchor Investors) can submit the Bid cum Application Forms (in case of UPI Bidders only ASBA Forms under UPI), provided that Retail Individual Bidders may only submit ASBA Forms at such locations if they are Bidding using the UPI Mechanism.

The details of such Designated CDP Locations, along with the names and contact details of the CDPs eligible to accept ASBA Forms are available on the respective websites (www.bseindia.com and www.nseindia.com), of the respective Stock Exchanges and updated from time to time;

“Designated Date” means the date on which the Escrow Collection Bank(s) transfer funds from the Escrow Account to the Public Offer Account or the Refund Account, as the case may be, and/or the instructions are issued to the SCSBs (in case of UPI Bidders using the UPI Mechanism, instruction issued through the Sponsor Bank(s)) for the transfer of the relevant amounts blocked by the SCSBs in the ASBA Accounts to the Public Offer Account and/ or are unblocked, as the case may be, in terms of the Red Herring Prospectus and the Prospectus, after finalization of the Basis of Allotment in consultation with the Designated Stock Exchange, following which Equity Shares will be Allotted to successful Bidders in the Offer;

“Designated Intermediaries” shall mean collectively, the members of the Syndicate, sub-syndicate or agents, SCSBs (other than in relation to RIIs using the UPI Mechanism), Registered Brokers, CDPs and RTAs, who are authorised to collect Bid cum Application Forms from the relevant Bidders, in relation to the Offer. In relation to ASBA Forms submitted by RIIs and Non-Institutional Bidders Bidding with an application size of up to ₹ 0.50 million (not using the UPI mechanism) by authorising an SCSB to block the Bid Amount in the ASBA Account, Designated Intermediaries shall mean SCSBs. In relation to ASBA Forms submitted by UPI Bidders where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by such UPI Bidders, Designated Intermediaries shall mean Syndicate, sub- Syndicate/agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders (not using the UPI Mechanism), Designated Intermediaries shall mean Syndicate, sub-Syndicate/ agents, SCSBs, Registered Brokers, the CDPs and RTAs;

“Designated RTA Locations” means such centers of the RTAs where Bidders (other than Anchor Investors) can submit the Bid cum Application Forms, and in case of UPI Bidders only ASBA Forms with UPI. The details of such Designated RTA Locations, along with names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com, respectively) as updated from time to time;

“Dispute” has the meaning ascribed to it in Clause 11.1 (*Arbitration*) of this Agreement;

“Disputing Parties” has the meaning ascribed to it in Clause 11.1 (*Arbitration*) of this Agreement;

“Draft Red Herring Prospectus” or **“DRHP”** has the meaning ascribed to such term in Recital E of this Agreement;

“Drop Dead Date” means such date 3 (three) Working Days after the Bid/Offer Closing Date or such other extended date as may be mutually agreed in writing among the Company, the Selling Shareholders and the BRLMs;

“Eligible Employees” shall mean the Permanent employees, working in India or outside India (excluding such employees who are not eligible to invest in the Offer under applicable laws), of our Company or of our Subsidiaries; or a Director of our Company, whether whole-time or not, as of the date of the filing of this Red Herring Prospectus with the RoC and continues to be a permanent employee until the date of submission of the Bid cum Application Form, but not including (i) Promoters; (ii) persons belonging to the Promoter Group; or (iii) Directors who either themselves or through their relatives or through any body corporate, directly or

indirectly, hold more than 10% of the outstanding Equity Shares of our Company.; The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹ 0.50 million (net of Employee Discount, if any). However, the initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹ 0.20 million. Only in the event of an under-subscription in the Employee Reservation Portion post initial Allotment, such unsubscribed portion may be Allotted on a proportionate basis to Eligible Employees Bidding in the Employee Reservation Portion, for a value in excess of ₹ 0.20 million, subject to the total Allotment to an Eligible Employee not exceeding ₹ 0.50 million (net of Employee Discount, if any).

“Encumbrances” means the imposition of any pre-emptive rights, liens, mortgages, non-disposal undertakings, charges, pledges, security interests, defects, claim, trusts or any other encumbrance or transfer restrictions or any covenant, transaction, condition or arrangement in the nature of encumbrance, by whatever name called, both present and future;

“Equity Shares” has the meaning ascribed to such term in Recital A of this Agreement;

“Escrow Accounts” means account(s) established in accordance with Clause 2(iii)(a) of this Agreement;

“Escrow Collection Bank” has the meaning ascribed to such term in the Preamble to this Agreement;

“Event of Failure” means any of the events set out in Clause 3.2.1.1;

“Fee Letter” has the meaning ascribed to such term in Recital D of this Agreement;

“Governmental Authority” shall include the SEBI, the Stock Exchanges, the Registrar of Companies, the RBI, the U.S Securities and Exchange Commission and any other national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi judicial, or government-owned body, department, commission, authority, court, tribunal, agency or entity, in India or outside India;

“IFSC” means the Indian Financial System Code;

“IPO Committee” means the IPO committee of the Board comprising of the director(s) of the Company;

“NEFT” means National Electronic Funds Transfer;

“NPCI” has the meaning ascribed to it in Recital H of this Agreement;

“Offer” has the meaning ascribed to such term in Recital A of this Agreement;

“Offer Agreement” has the meaning ascribed to such term in Recital D of this Agreement;

“Offer Documents” means the Draft Red Herring Prospectus, Red Herring Prospectus, and Prospectus, together with the Preliminary Offering Memorandum and the Offering Memorandum and any Supplemental Offer Materials, Confirmation of Allotment Notes, Bid cum Application Form including the Abridged Prospectus, and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

“Offer Expenses” has the meaning ascribed to such term in Clause 3.2.4.2. (a) of this Agreement;

“Offer for Sale” has the meaning ascribed to such term in Recital A of this Agreement;

“Offer Price” has the meaning ascribed to such term in Recital A of this Agreement;

“Offering Memorandum” means the offering memorandum consisting of the Prospectus and the international wrap, including all amendments, supplements, notices, corrections or corrigenda thereto;

“Offered Shares” means Equity Shares aggregating up to ₹ 14,00.00 million offered by the Selling Shareholders in the Offer;

“Preliminary Offering Memorandum” means the preliminary offering memorandum consisting of the Red Herring Prospectus and the preliminary international wrap, together with all the amendments, supplements, notices, corrections or corrigenda thereto be used for offer and sale to persons/entities that are resident outside India;

“Pricing Date” means the date on which the Company, in consultation with the BRLMs will finalise the Offer Price;

“Prospectus” means the prospectus to be filed with the Registrar of Companies after the Pricing Date in accordance with Section 26 of the Companies Act, and the SEBI ICDR Regulations, containing, *inter alia*, the Offer Price that is determined at the end of the Book Building Process, the size of the Offer and certain other information and any addenda or corrigenda thereto;

“PSP” means Payment Service Provider;

“Public Offer Account(s)” means the bank account(s) opened with the Public Offer Account Bank under Section 40(3) of the Companies Act, to receive monies from the Escrow Account and from the ASBA Accounts on the Designated Date;

“Public Offer Account Bank(s)” means the bank(s) which are clearing members and registered with SEBI as bankers to an issue, and with whom the Public Offer Account(s) will be opened;

“Red Herring Prospectus” or **“RHP”** shall mean the red herring prospectus proposed to be issued by the Company in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least 3 (three) Working Days before the Bid / Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date;

“Refund Account(s)” means the account opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount to Anchor Investors shall be made;

“Refund Bank” means the Banker to the Offer with whom the Refund Account(s) will be opened, in this case being ICICI Bank Limited;

“Registered Broker” means stock brokers registered with SEBI under the Securities and Exchange Board of India (Stock Brokers) Regulations, 2026, and the Stock Exchanges having nationwide terminals, other than the BRLMs and Members of the Syndicate and eligible to procure Bids in terms of Circular No. CIR/CFD/14/2012 dated October 4, 2012, issued by SEBI and the UPI Circulars;

“Registrar” means KFIN Technologies Limited;

“Registrar Agreement” has the meaning ascribed to such term in Recital F of this Agreement;

“Registrar and Share Transfer Agents” or **“RTA”** means registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the list available on the websites of the Stock Exchanges, and the UPI Circulars;

“Regulation S” has the meaning ascribed to such term in Recital A of this Agreement;

“Registrar and Share Transfer Agents” or **“RTAs”** means the registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of SEBI RTA Master Circular issued by SEBI;

“Registrar of Companies” or **“RoC”** means Registrar of Companies, Maharashtra at Pune;

“Retail Individual Bidders” or **“Retail Individual Investors”** or **“RIIs”** or **“RIBs”** means Individual Bidders, who have Bid for the Equity Shares for an amount which is not more than ₹ 0.20 million in any of the bidding options in the Offer (including HUFs applying through their karta and Eligible NRI Bidders) and does not include NRIs (other than Eligible NRIs);

“Retail Portion” means the portion of the Offer being not more than 35% of the Net Offer, available for allocation to Retail Individual Investors as per the SEBI ICDR Regulations, which shall not be less than the minimum Bid Lot, subject to valid Bids being received at or above the Offer Price;

“RoC Filing” means the date on which the Prospectus is filed with the RoC and dated in terms of Section 32(4) of the Companies Act;

“RTGS” means real time gross settlement;

“SCSBs” or “Self-Certified Syndicate Banks” The banks registered with SEBI, which offer the facility of ASBA services, (i) in relation to ASBA, where the Bid Amount will be blocked by authorising an SCSB, a list of which is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 or www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35 as applicable and updated from time to time and at such other websites as may be prescribed by SEBI from time to time, (ii) in relation to UPI Bidders using the UPI Mechanism, a list of which is available on the website of SEBI at <https://sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40> or such other website as updated from time to time.

In relation to Bids (other than Bids by Anchor Investor) submitted to a member of the Syndicate, the list of branches of the SCSBs at the Specified Locations named by the respective SCSBs to receive deposits of Bid cum Application Forms from the Members of the Syndicate is available on the website of the SEBI (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35>) and updated from time to time. For more information on such branches collecting Bid cum Application Forms from the Syndicate at Specified Locations, see the website of the SEBI at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35> as updated from time to time.

Applications through UPI in the Offer can be made only through the SCSBs mobile applications (apps) whose name appears on the SEBI website. A list of SCSBs and mobile application, which, are live for applying in public issues using UPI Mechanism is appearing in the “list of mobile applications for using UPI in Public Issues” displayed on the SEBI website (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>) and (<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43>) respectively, as updated from time to time. The said list shall be updated on the SEBI website from time to time.

“SEBI” means the Securities and Exchange Board of India;

“SEBI ICDR Regulations” means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;

“SEBI ICDR Master Circular” means the SEBI Master Circular no. SEBI/HO/49/14/14(2)2026-CFD-POD2/1/4518/2026 updated upto February 9, 2026;

“SEBI Refund Circulars” means collectively the June 2021 Circular, April 2022 Circular II and any subsequent circulars or notifications issued by SEBI in this regard;

“SEBI Regulations” means the SEBI ICDR Regulations and any other Applicable Law, rule, regulation or direction issued by the SEBI, including, to the extent applicable, the SEBI ICDR Master Circular and the SEBI RTA Master Circular and the UPI Circulars, as applicable;

“SEBI RTA Master Circular” means SEBI master circular bearing number SEBI/HO/38/13/(4)2026- MIRSD-POD/1/4298/2026 dated February 26, 2026, as may be further amended from time to time;

“Securities Transaction Tax” or STT shall mean an amount equivalent to the securities transaction tax payable by the Selling Shareholders in respect of their Offered Shares as per Applicable Law retained in the Public Offer Account Bank;

“Share Escrow Agreement” has the meaning ascribed to such term in Recital G of this Agreement;

“Specified Locations” means the Bidding Centres where the Syndicate shall accept ASBA Forms from Bidders, a list of which is available on the website of SEBI (www.sebi.gov.in) and updated from time to time;

“Sponsor Banks” means bank(s) registered with SEBI which will be appointed by the Company to act as a conduit between the Stock Exchanges and the NPCI in order to push the mandate collect requests and/ or

payment instructions of the UPI Bidders and carry out other responsibilities, in terms of the UPI Circulars, in this case being Axis Bank Limited and ICICI Bank Limited;

“Stock Exchanges” means BSE Limited (**“BSE”**) and National Stock Exchange of India Limited (**“NSE”**), being the stock exchanges where the Equity Shares of the Company are proposed to be listed pursuant to the Offer;

“Surplus Amount” in respect of a particular Bid by an Anchor Investor, means any amount paid in respect of such Bid that is in excess of the amount arrived at by multiplying the number of Equity Shares allocated in respect of such Bid with the Anchor Investor Offer Price, and shall include Bid Amounts below the Anchor Investor Offer Price, in respect of which no Equity Shares are to be Allotted, and in respect of refunds that are to be made after transfer of monies to the Public Offer Account, the Surplus Amount shall mean all Bid Amounts to be refunded after the transfer of monies to the Public Offer Account. For the sake of clarity, in case of an unsuccessful Bid by an Anchor Investor, the entire amount paid towards the Bid shall be considered to be the Surplus Amount;

“Syndicate” or **“members of the Syndicate”** means BRLMs and the Syndicate Member; **“Syndicate**

Agreement” has the meaning ascribed to such term in Recital G of this Agreement;

“TPAP” means Third Party Application Provider;

“Transaction Agreements” means this Agreement, the Fee Letter, the Registrar Agreement, the Underwriting Agreement, Share Escrow Agreement, Syndicate Agreement, as required to be executed as per Applicable Law in relation to the Offer, and any other agreement entered into or to be entered into in writing with respect to the Offer;

“Underwriters” means underwriters to be appointed in relation to the Offer;

“Underwriting Agreement” means the agreement to be entered into among the Underwriters, the Company, the Selling Shareholders, on or after the Pricing Date but prior to filing of the Prospectus with the RoC;

“United States” or **“U.S.”** means the United States of America;

“U.S. Securities Act” means U.S. Securities Act of 1933, as amended;

“UPI” means Unified Payments Interface, which is an instant payment mechanism, developed by the NPCI;

“UPI Bidder(s)” means collectively, individual investors applying as (i) Retail Individual Investors Bidding in the Retail Portion, (ii) Eligible Employees Bidding in Employee Reservation Portion; and (iii) Non-Institutional Bidders with an application size of up to ₹ 0.20 million and upto ₹ 0.50 million, Bidding in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents;

“UPI Circulars” means Collectively, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86 dated June 11, 2025, SEBI RTA Master Circular (to the extent that such circulars pertain to the UPI Mechanism), SEBI ICDR Master Circular, along with the circulars issued by the Stock Exchanges in this regard, including the NSE circular number 25/2022 dated August 3, 2022, and the BSE circular number 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or Stock Exchanges in this regard from time to time.;

“UPI ID” means Identity document created on Unified Payment Interface (UPI) for single-window mobile payment system developed by the NPCI;

“UPI Mandate Request” means a request (intimating the UPI Bidder by way of a notification on the UPI linked mobile application and by way of a SMS directing the UPI Bidder to such UPI application) to the UPI Bidder initiated by the Sponsor Bank to authorise blocking of funds in UPI Mobile App equivalent to Bid Amount and subsequent debit of funds in case of Allotment;

“UPI Mechanism” means the bidding mechanism that may be used by a UPI Bidder in the Offer in accordance with the UPI Circulars;

“Withholding Amount” shall have the meaning assigned to it in Clause 3.2.4.2(a) of this Agreement;

“Working Day” means 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, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) 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 the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI, including the UPI Circulars.

(ii) In this Agreement, unless the context otherwise requires:

- a) words denoting the singular shall include the plural and *vice versa*;
- b) words denoting a person shall include a natural person, corporation, company, partnership, trust or other entity having legal capacity;
- c) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors and/or permitted assigns, as applicable;
- d) heading and bold typefaces are only for convenience and shall be ignored for the purposes of interpretation;
- e) any references to the word “include” or “including” shall be construed without limitation;
- f) any references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument, as the same may from time to time be amended, varied, supplemented or novated;
- g) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- h) references to any date or time in this Agreement shall be construed to be references to the date and time in India;
- i) time is of the essence in the performance of the Parties’ respective obligations under this Agreement. If any time period specified in this Agreement is extended by mutual agreement between the Parties, such extended time shall also be of the essence;
- j) references to “knowledge” or “best knowledge” or any similar expression, wherever used shall mean the actual knowledge of such person after due and diligent enquiries by that person, after conducting a due and diligent enquiry or investigation of the matter;
- k) any consent, approval, authorization to be obtained from any of the Parties shall be deemed to mean the prior written consent, approval, authorization of the said Party;
- l) Unless otherwise indicated, the terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words refer to the entirety of this Agreement;
- m) any references to a clause, paragraph or annexure, unless indicated otherwise, shall be construed as a reference to a clause, paragraph or annexure of this Agreement; and
- n) any references to days, unless clarified to refer to Working Days (as defined in the Offer Documents) or business days, a reference to calendar days.

(iii) The Parties acknowledge and agree that the Annexures and Schedules attached hereto, if any, form an integral part of this Agreement.

2. ESCROW COLLECTION BANK AND ESCROW ACCOUNTS, REFUND BANK AND REFUND ACCOUNT, PUBLIC OFFER ACCOUNT BANK AND PUBLIC OFFER ACCOUNT AND SPONSOR BANKS

- (i) At the request of the Company, the Selling Shareholders, the BRLMs, members of the Syndicate and the Escrow Collection Bank/the Public Offer Account Bank/ the Refund Bank/ the Sponsor Banks, in their respective capacities, hereby agree to act as an escrow collection bank, a public offer account bank, a refund bank and/or sponsor bank, as the case may be, in relation to the Offer and in order to enable the completion of the Offer and in accordance with the process described in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the SEBI ICDR Regulations and any other Applicable Law. The Escrow Collection Bank shall be responsible and liable for the operation and maintenance of the Escrow Accounts, the Public Offer Account Bank shall be responsible and liable for the operation and maintenance of the Public Offer Account, the Refund Bank shall be responsible and liable for the operation and maintenance of the Refund Account and the Sponsor Banks shall be responsible to act as a conduit between the Stock Exchanges and NPCI in order to send the UPI mandate collection request and/or payment instructions of UPI Bidders participating in the Offer using the UPI Mechanism, in accordance with the process described in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the UPI Circulars, the SEBI ICDR Regulations and any other Applicable Law. The Sponsor Banks shall be responsible for discharging the duties and responsibilities of sponsor banks as applicable in a public issue, in accordance with the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the UPI Circulars, the SEBI ICDR Regulations and any other Applicable Law. The Sponsor Banks agree that in terms of the UPI Circulars, UPI Bidders shall place their Bids in the Offer using the UPI Mechanism. The Escrow Collection Bank/ the Public Offer Account Bank/ Refund Bank/ Sponsor Banks, in the respective capacities, shall also perform all the duties and obligations in accordance with this Agreement, the Offer Documents, SEBI ICDR Regulations and other Applicable Law. For the 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 subscription, purchase, selling or underwriting of any securities of the Company or providing any financing to the Company. Notwithstanding the above, if any of the Sponsor Banks is unable to facilitate the UPI Mandate Requests and/or payment instructions from the UPI Bidders into the UPI for any of the Stock Exchanges for any technical reasons, the other Sponsor Bank(s) will facilitate the handling of the UPI Mandate Requests with the Stock Exchanges in accordance with this Agreement.
- (ii) The Escrow Collection Bank confirms that it shall not accept any Bid Amount relating to any Bidder except Anchor Investors, from the BRLMs in its capacity as the Escrow Collection Bank and from the Underwriters, in case underwriting obligations are triggered pursuant to the Underwriting Agreement.
- (iii) (a) Simultaneously with the execution of this Agreement, the Escrow Collection Bank shall establish one or more ‘no lien’ and ‘non-interest bearing’ accounts with itself for the receipt of:
- (i) Bid Amounts from resident and non-resident Anchor Investors; and (ii) amount from the Underwriters, in terms of the Underwriting Agreement, as and when executed, (the “**Escrow Accounts**”). The Escrow Accounts shall be named/designated as follows:
 - In case of resident Anchor Investors: “**SS Retail Limited Anchor R Account**”; and
 - In case of non-resident Anchor Investors: “**SS Retail Limited Anchor NR Account**”.
- (b) Simultaneously with the execution of this Agreement:
- Public Offer Account Bank shall also establish ‘no-lien’ and ‘non-interest bearing’ Public Offer Account with itself, which shall be a current account established by the Company to receive monies from the Escrow Accounts and the ASBA Accounts on the Designated Date. The Public Offer Account shall be designated as the “**SS Retail Limited - Public Offer Account**”; and
 - the Refund Bank shall establish ‘no-lien and non-interest bearing refund account’ with itself, designated as the “**SS Retail Limited Refund Account**”. The Escrow Collection Bank, Public Offer Account Bank and the Refund Bank shall provide the Company, the Selling Shareholders, the Registrar to the Offer and the BRLMs confirmation (in the format set out as **Schedule XII**) immediately upon the opening of the Escrow Accounts, Public Offer Account and the Refund Account, respectively.
- (iv) The operation of the Escrow Accounts, the Public Offer Account by the Public Offer Account Bank and the Refund Account shall be strictly in accordance with the terms of this Agreement, and Applicable Law.

- (v) The Company shall execute all forms or documents and further provide information with respect to itself, as may be reasonably required and requested by the Escrow Collection Bank or the Public Offer Account Bank or the Refund Bank for the establishment of the above Escrow Account, Public Offer Account and Refund Account, respectively.
- (vi) None of the Escrow Account, Public Offer Account and Refund Account shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts and operation of such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement and Applicable Law. Provided that this clause shall not prohibit the issuance of instructions by the Escrow Collection Bank, Public Offer Account Bank or Refund Bank for the respective accounts, subject to compliance with this Agreement and Applicable Laws.
- (vii) Each of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amount lying to the credit of the Escrow Accounts, Public Offer Account and/or the Refund Account and that such amounts shall be applied, held and transferred in accordance with the provisions of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations, the Companies Act, Applicable Law and the instructions issued in terms thereof by the relevant Party(ies).
- (viii) The monies lying to the credit of the Escrow Accounts, the Public Offer Account and the Refund Account shall be held by the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, as the case may be, for the benefit of and in trust for the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, as the case may be, shall not have or create any lien on, or encumbrance or other right to, the amounts standing to the credit of the Escrow Accounts, the Public Offer Account and the Refund Account nor have any right to set off such amount against any other amount claimed by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank against any person, including by reason of non-payment of charges or fees to the Escrow Collection Bank or the Public Offer Account Bank or the Refund Bank, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever. If any lien is created, it shall be void ab initio.
- (ix) The Bankers to the Offer shall be entitled to appoint, provided that prior consent in writing is obtained for such appointment from the BRLMs and the Company and the Selling Shareholders prior to the Anchor Investor Bidding Date, as its agents, such banks as are registered with SEBI under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended, as it may deem fit and proper to act as the correspondent of the Escrow Collection Bank, Public Offer Account Bank or Refund Bank (the “**Correspondent Bank(s)**”) for the collection of Bid Amounts and/or refund of the Surplus Amounts, as applicable, as well as for carrying out any of its duties and obligations under this Agreement in accordance with the terms of this Agreement provided that the Bankers to the Offer shall ensure that each such Correspondent Bank provides written confirmation that it will act entirely in accordance with the terms and conditions of this Agreement, and shall provide a copy of such written confirmation to the Company, the Selling Shareholders and the BRLMs. However, the BRLMs, the Company and the Selling Shareholders shall be required to coordinate and correspond only with the Bankers to the Offer and not with the Correspondent Banks and the Escrow Collection Bank, Public Offer Account Bank and Refund Bank shall remain fully responsible for all its obligations and the obligations of such Correspondent Banks hereunder. It is further agreed that registration of the Correspondent Banks, if any, with SEBI does not absolve the Bankers to the Offer from its obligations as a principal. Neither the Company nor the Selling Shareholders will be responsible for any fees to be paid to the Correspondent Banks.
- (x) Each of the Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Banks hereby agree and confirm that it shall be fully responsible for, and liable for, any failure to comply with its obligations under this Agreement, Applicable Law and instructions of the BRLMs, any breach of the terms and conditions of this Agreement by it, and all its acts and omissions (including that of the Correspondent Banks, if any, as applicable). The Escrow Collection Bank, Public Offer Account Bank and Refund Bank shall ensure that their Correspondent Bank(s), if any, agrees in writing to comply with all the terms and conditions of this Agreement and a copy of such written confirmation shall be provided to the BRLMs, the Company and the Selling Shareholders. Further, the Sponsor Banks shall comply with the UPI Circulars in letter and in spirit and any consequent amendments to the UPI Circulars, if any and other Applicable Law. It is further agreed that registration of the Correspondent Bank(s) with SEBI does not absolve the Bankers to the Offer from their obligations as a principal.
- (xi) The Escrow Collection Bank, Public Offer Account Bank and Refund Bank shall comply and ensure compliance by their respective Correspondent Banks, if any, with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum and Applicable Law, and all

instructions issued in terms of this Agreement by the Company, the Selling Shareholders, the BRLMs and/or the Registrar, in connection with their responsibilities as Bankers to the Offer.

- (xii) The Parties acknowledge that for every Bid entered in the Stock Exchanges' bidding platform, the audit trail shall be maintained by NPCI. The liability to compensate the Bidders for failed transactions shall be with the concerned intermediaries such as Sponsor Bank, as applicable, in the 'ASBA with UPI as the payment mechanism' process at whose end the lifecycle of the transaction has come to a halt. The Parties further acknowledge that NPCI shall share the audit trail of all disputed transactions/investor complaints with the Sponsor Bank. The BRLMs shall obtain the audit trail from Sponsor Banks for analysis and fixation of liability.
- (xiii) In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism), exceeding 2 (two) Working Days from the Bid/Offer Closing Date or any other timeline specified by SEBI, the Bidder shall be compensated at a uniform rate as prescribed by Applicable Law by the relevant intermediary responsible for causing such delay in unblocking in accordance with the SEBI ICDR Master Circular, SEBI RTA Master Circular and any other circulars or notifications issued by the SEBI in this regard. In order to ensure timely response with regard to the Offer process, the SCSBs shall identify their own respective nodal officer for applications processed through UPI as a payment mechanism and submit the details to SEBI in the time frame and manner prescribed by Applicable Law.
- (xiv) Notwithstanding anything contained to the contrary in this Agreement, (i) the rights and the obligations, representation and warranties, covenants, indemnities, confirmation and undertakings of each of the Parties under this Agreement shall (unless expressly otherwise set out under this Agreement) be several and neither joint nor joint and several, and none of the Parties shall be liable for the rights, obligations, representation and warranties, covenants, indemnities, confirmation and undertakings of the Company or the other Parties, as the case may be; (ii) the rights, obligations, representation and warranties, covenants, indemnities, confirmation and undertakings of the Selling Shareholders under this Agreement are several and not joint; and (iii) no Party shall be liable for any default by another Party. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of the Selling Shareholders under this Agreement shall be limited to the extent of its respective portion of the Offered Shares.

3. OPERATION OF THE ESCROW ACCOUNTS, PUBLIC OFFER ACCOUNT AND REFUND ACCOUNT

3.1 Deposits into the Escrow Accounts

- 3.1.1 The Parties acknowledge that all Bidders (other than Anchor Investors) are required to mandatorily submit their Bids through the ASBA process and UPI Bidders are required to mandatorily participate in the Offer through the UPI Mechanism. Anchor Investors are not permitted to Bid through the ASBA process in the Offer. The Escrow Collection Bank confirms that it shall not accept any ASBA Bid or process any ASBA Form relating to any ASBA Bidder except in its capacity as a SCSB. The Escrow Collection Bank shall strictly follow the instructions of the BRLMs and the Registrar to the Offer in this regard.
- 3.1.2 The Bid Amounts (in Indian Rupees only) relating to Bids by the Anchor Investors during the Anchor Investor Bidding Date in the manner set forth in the Red Herring Prospectus, Preliminary Offering Memorandum and the Syndicate Agreement, shall be deposited with the Escrow Collection Bank at their designated branches, and shall be credited upon realization to the appropriate Escrow Accounts. In addition, in the event the Anchor Investor Offer Price is higher than the Anchor Investor Allocation Price, then, any incremental amounts from the Anchor Investors until the Anchor Investor Pay-in Date shall also be deposited into and credited upon realization to the relevant Escrow Accounts. Further, any amounts payable by the Underwriters in terms of the Underwriting Agreement shall also be deposited into the relevant Escrow Account maintained with the Escrow Collection Bank prior to finalization of the Basis of Allotment or such other time as may be agreed among the parties to the Underwriting Agreement. All amounts lying to the credit of the Escrow Accounts shall be held for the benefit of the Beneficiaries.
- 3.1.3 The transfer instructions for payment into Escrow Accounts shall be drawn in favour of the Escrow Accounts specified in Clause 2(iii) (a).
- 3.1.4 In the event of any inadvertent error in calculation of any amounts to be transferred to or from the Escrow Account, Public Offer Account or the Refund Account, as the case may be, the BRLMs (with copy to the Registrar, Company and the Selling Shareholders), the Company (with copy to the BRLMs, Registrar and the Selling

Shareholders) or the Registrar (with copy to the BRLMs, Company and the Selling Shareholders) may, pursuant to an intimation to the Escrow Collection Bank, the Public Offer Account Bank, or the Refund Bank, as necessary, provide revised instructions in writing to the Escrow Collection Bank, the Public Offer Account Bank, or the Refund Bank, as applicable, to transfer the specified amounts to the Escrow Account, Public Offer Account or the Refund Account, as the case may be, provided that such revised instructions shall be issued promptly upon any of the BRLMs, Registrar or the Company becoming aware of such error having occurred (or erroneous instruction having been delivered). On the issuance of revised written instructions as per this Clause 3.1.4, the erroneous instruction(s) previously issued in this regard to the Escrow Collection Bank, Public Offer Account Bank or Refund Bank, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause 3.1.4 without any further act, intimation or instruction being required from or by any Parties, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the BRLMs and/or the Company or the Registrar in terms of this Clause 3.1.4.

3.2 **Remittance and/or Application of amounts credited to Escrow Accounts, the Public Offer Account and Refund Account**

The remittance and application of amounts credited to the Escrow Accounts, the Public Offer Account and the Refund Account shall be appropriated or refunded, as the case may be, on the occurrence of certain events and in the manner more particularly described herein below.

3.2.1 *Failure of the Offer*

3.2.1.1 The Offer shall be deemed to have failed in the event of occurrence of any one of the following events ("**Event of Failure**"):

- (a) the RoC Filing not being completed on or prior to the Drop Dead Date, for any reason;
- (b) any event due to which the Bid/Offer Opening Date cannot take place for any reason within 12 (twelve) months from the date of the receipt of the final observations from SEBI on the Draft Red Herring Prospectus, ;
- (c) any event due to which the process of Bidding cannot start or take place, on the dates mentioned in the Red Herring Prospectus (including any revisions thereof), including the Bid/Offer Opening Date not taking place for any reason on or before the Bid/Offer Opening Date or any other revised date mutually agreed upon between among the Company, the Selling Shareholders and the BRLMs;
- (d) the Offer shall have become illegal, or non-compliant with Applicable Law or is enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any Applicable Law or any order or direction passed by any Governmental Authority having requisite authority and jurisdiction over the Offer, within the period specified under Applicable Law;
- (e) non-receipt of regulatory approvals required in relation to the Offer, in a timely manner in accordance with Applicable Law, or at all, including, without limitation, refusal by a Stock Exchange to grant the final listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchange within the period specified under Applicable Law and any other approval from the Stock Exchanges ("**Stock Exchange Refusal**");
- (f) failure to comply with the requirements of the number of Allottees in the Offer being at least 1,000 and minimum subscription of 90% of the Fresh Issue ("**Minimum Subscription Failure**");
- (g) the declaration of the intention of the Board of Directors of the Company, as applicable, or the Selling Shareholders, to withdraw and/or cancel the Offer at any time after the Bid/ Offer Opening Date until the date of Allotment or if the Offer is withdrawn by the Board of Directors of the Company, in consultation with the BRLMs prior to the execution of underwriting agreement in accordance with the Red Herring Prospectus;
- (h) failure to enter into the Underwriting Agreement on or prior to filing of the Prospectus with the RoC unless such date is otherwise extended in writing by the parties to the Underwriting

Agreement or the Underwriting Agreement being terminated in accordance with its terms or having become illegal or non-compliant with Applicable Law or unenforceable for any reason or, if its performance has been enjoined or prevented by SEBI, any court or other judicial, statutory, government or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account;

- (i) the Offer is withdrawn or abandoned for any reason prior to the filing of the Red Herring Prospectus with the RoC; the Offer Agreement or Fee Letter being terminated in accordance with its terms and conditions; and
- (j) such other event as may be mutually agreed upon among the Company, the Selling Shareholders and the BRLMs.

3.2.2 *Failure of Offer prior to Designated Date*

3.2.2.1 The BRLMs shall intimate in writing to the Escrow Collection Bank and/or the Public Offer Account Bank and/or the Refund Bank and/or Sponsor Banks (with a copy to the Company and the Selling Shareholders), as appropriate, and the Registrar of the occurrence of any of the following, in the form prescribed (as set out in **Schedule I** hereto):

- (a) An Event of Failure, following the receipt of the relevant information from the Company or the Selling Shareholders, as the case may be;
- (b) An event specified in Clause 10.2.4.1, if the BRLMs choose to collectively terminate this Agreement;
- (c) The Escrow Collection Bank shall, on receipt of an intimation of an Event of Failure from the BRLMs in writing as per this Clause 3.2.2.1, after notice to the Registrar, BRLMs, the Selling Shareholders and the Company forthwith on the same Working Day (for instructions issued during the business hours) and in any case not later than 1 (one) Working Day from the receipt of written intimation from the BRLMs, transfer any amounts standing to the credit of the Escrow Account to the Refund Account held with the Refund Bank, for the purpose of refunding such amounts to the Anchor Investors as directed by the BRLMs as set out in **Schedule I**. Immediately upon the transfer of amounts to the Refund Account, the Refund Bank shall appropriately confirm the same to the Registrar, the BRLMs, the Company and the Selling Shareholders;
- (d) On receipt of intimation from the BRLMs of the Event of Failure in writing as per this Clause 3.2.2.1, the Registrar shall forthwith, after issuing notice to the BRLMs, the Company and the Selling Shareholders within one (1) Working Day from such receipt, following the reconciliation of accounts with the Escrow Collection Bank or Public Offer Account Bank, as applicable, (which shall be completed within one (1) Working Day after the receipt of intimation of an Event of Failure) provide to the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank, the Sponsor Bank, with a copy to the BRLMs, the Company and the Selling Shareholder, a list of Beneficiaries and the amounts to be refunded by the Refund Bank to such Beneficiaries (in the form specified in **Schedule II**, hereto) and a list of ASBA Bidders for unblocking the ASBA Accounts (in the manner set out in the Offer Documents and in accordance with the UPI Circulars) including accounts blocked through the UPI Mechanism, as applicable. Provided that in the event of either a Minimum Subscription Failure or a Stock Exchange Refusal, the Registrar and Escrow Collection Bank shall undertake the reconciliation of accounts on the same day that the Escrow Collection Bank transfers any amounts standing to the credit of the Escrow Account to the Refund Account held with the Refund Bank as per this Clause 3.2.2.1.(d) and the Registrar shall, on the same Working Day provide the list of Beneficiaries and the amounts to be refunded by the Refund Bank to such Beneficiaries and/or a list of ASBA Bidders for unblocking the ASBA Accounts to the BRLMs, the Refund Bank, the Sponsor Banks, the Company and the Selling Shareholder. The Registrar shall prepare and deliver to the Company an estimate of the stationery that will be required for printing the refund intimations. The Company shall, within one (1) Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto, prepare and deliver the requisite stationery for printing of refund intimations to the Registrar's office, who in turn shall immediately dispatch such intimations to the respective Bidders and in any event no later than the time period

specified in this regard in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum. The Registrar agrees to be bound by any such instructions from the BRLMs and agrees to render all requisite cooperation and assistance in this regard. The Selling Shareholder, shall be, liable to refund the funds raised through the Offer only to the extent of its respective portion of the Offered Shares, together with any interest on such funds, as required under Applicable Law and in the manner agreed under the Offer Agreement, provided that the Selling Shareholders shall not be responsible to pay such interest unless such delay is caused solely by, or is directly attributable to, an act or omission of the Selling Shareholders in relation to its respective portion of the Offered Shares, and in such cases the Company shall be responsible to pay such interest. All refunds made, interest borne, and expenses incurred (with regard to payment of refunds) by the Company on behalf of the Selling Shareholders will be adjusted or reimbursed by such Selling Shareholder (only to the extent of its respective portion of the Offered Shares) to the Company as agreed among the Company and the Selling Shareholders in writing, in accordance with Applicable Law, in accordance with the Offer Agreement.

- (e) The Refund Bank confirms that it has the required technology and processes to ensure and shall ensure that refunds made pursuant to an Event of Failure as per this Clause 3.2.2.1, shall be credited in accordance with the instructions received from the Registrar to the Offer, only to: (i) the bank account from which the Bid Amount was remitted to the Escrow Collection Bank by Anchor Investors as per the instruction received from the Registrar, (ii) the respective bank accounts of the Bidders, in case the amounts collected from the respective Bidders has already been transferred to the Refund Account from the Public Offer Account, in case of an occurrence of an Event of Failure; (iii) the bank account of the Underwriters or any other person in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement; and (iv) unblocked in the same ASBA Account including account blocked through the UPI Mechanism in case of UPI Bidders, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended;
- (f) The Refund Bank shall provide the details of the UTR/control numbers of such transfers to the Registrar on the same day. Such Beneficiaries will be sent a letter by the Registrar, through ordinary post informing them about the mode of credit of refund within four (4) Working Days after the Bid/ Offer Closing Date by the Registrar or within such other time as may be prescribed under Applicable Law, by the Registrar. The Surplus Amount shall be transferred to the Refund Account at the instructions of the BRLMs and the Registrar to the Offer in accordance with the procedure specified in the Red Herring Prospectus, this Agreement, the SEBI ICDR Master Circular and SEBI RTA Master Circular, as applicable. Immediately upon the transfer of the amounts to the Refund Account, the Refund Bank shall appropriately confirm the same to the Registrar to the Offer, the BRLMs, the Company and the Selling Shareholder;
- (g) Each of the Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and the Sponsor Banks shall discharge their duties and obligations under this Agreement and shall be discharged of all their legal obligations under this Agreement only if they have acted in a *bona fide* manner and in good faith and in each case in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Law; and
- (h) The Registrar, the Escrow Collection Bank, Public Offer Account Bank, Sponsor Banks and the Refund Bank agree to be bound by any instructions in writing from the BRLMs and also agree to render all requisite cooperation and assistance in this regard.

3.2.3 *Failure of the Offer after the transfer of funds to the Public Offer Account*

- 3.2.3.1 After the funds are transferred from the Escrow Accounts and the ASBA Accounts to the Public Offer Account, in the event that the listing of the Equity Shares does not occur in the manner described in the Offer Documents, SEBI ICDR Regulations or any other Applicable Law, the BRLMs shall intimate the Public Offer Account Bank, the Refund Bank and the Registrar in writing, in the form specified in **Schedule XIV**, hereto (with a copy to the Company and the Selling Shareholders). The Public Offer Account Bank shall, and the Registrar shall ensure that the Public Offer Account Bank shall, after a notice to the BRLMs (with a copy to the Company and the Selling Shareholders), not later than 1 (one) Working Day from the date of receipt of the aforementioned notice from the BRLMs, transfer the

amount held in the Public Offer Account to the Refund Account. Thereafter, the Refund Bank shall on the same Working Day, ensure the refund of amounts held in the Refund Account to the Bidders in accordance with the Applicable Law (including SEBI ICDR Master Circular and the SEBI RTA Master Circular, as applicable) and Clause 3.2.5 as per the modes specified in the Red Herring Prospectus and the Prospectus. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Bidders eligible to receive refunds in the Offer without any right or lien thereon.

3.2.4 *Completion of the Offer*

3.2.4.1 In the event of completion of allotment of Equity Shares pursuant to the Offer (“**Completion of the Offer**”);

- (a) The Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Banks shall refer to the Red Herring Prospectus for the Anchor Investor Bidding Date, the Bid/Offer Opening Date, Bid/Offer Closing Date and on the date on which initiation of refunds (if any, for Anchor Investors) or unblocking of funds from ASBA Account shall take place.
- (b) The Registrar and BRLMs shall, on or prior to the Designated Date, in writing, in the form provided in **Schedule III**, intimate the Designated Date and provide the Escrow Collection Bank (with a copy to the Company and the Selling Shareholders), with the written details of the Bid Amounts relating to the Anchor Investors and amounts, if any, paid by the Underwriters in terms of the Underwriting Agreement to be transferred to the Public Offer Account and the details of the Surplus Amount, if any, that are to be transferred to the Refund Account from Escrow Account. The amounts to be transferred to the Public Offer Account by the Escrow Collection Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Offer and amounts, if any, paid by the Underwriters in terms of the Underwriting Agreement. The Registrar shall also, on or prior to the Designated Date provide the SCSBs and the Sponsor Banks (with a copy to the BRLMs, the Company and the Selling Shareholders) and provide them with the written details of the Bid Amounts that have to be transferred to the Public Offer Account as well as Surplus Amounts that are required to be unblocked. The Sponsor Banks shall be responsible for sharing the details of Bid Amounts that have to be transferred to the Public Offer Account with the UPI Bidders’ banks. On the Designated Date, the Escrow Collection Bank, the SCSBs (including the UPI Bidder’s bank on raising of debit/ collect request by the Sponsor Bank), on receipt of such details from the BRLMs and the Registrar, as the case may be or the Sponsor Banks (in case of UPI Bidders Bidding using the UPI Mechanism), within Banking Hours, transfer the amounts lying to the credit of the Escrow Accounts or blocked in the ASBA Accounts in relation to the successful Bids, to the Public Offer Account. The Sponsor Banks, based on the mandate approved by the respective UPI Bidders at the time of blocking of their respective funds, will raise the debit/ collect request from the UPI Bidder’s bank account, whereupon the funds will be transferred from the UPI Bidder’s account to the Public Offer Account and the remaining funds, if any, will be unblocked without any manual intervention by the UPI Bidder in accordance with the UPI Circulars. The Surplus Amount shall be transferred to the Refund Account at the written instructions of the Registrar and the BRLMs (with notice to the Company and the Selling Shareholders) in accordance with the procedure specified in the Red Herring Prospectus, Prospectus and this Agreement. The Refund Bank shall ensure the transfer of the Surplus Amounts to the account of the Beneficiaries upon receipt of written instructions from Registrar in the form provided in **Schedule II** with a copy to BRLM, Company and Selling Shareholders in accordance with Applicable Law and, immediately upon such transfer, the Refund Bank shall intimate the BRLMs and the Company (with a copy to the Selling Shareholders) of such transfer. In the event such transfers are unable to be completed on the same Working Day, such instructions issued by the Registrar and BRLMs (as the case maybe) to the Escrow Collection Bank, and by the Registrar to the SCSBs or the Sponsor Banks (who in turn shall give instructions to SCSBs, that are UPI Bidders’ banks for debit/collect requests in case of applications by UPI Mechanism), as applicable, shall be valid for the next Working Day. Immediately upon the transfer of the amounts to the Public Offer Account, the Escrow Collection Bank shall appropriately confirm the same to the Registrar and BRLMs (with a copy to the Company and the Selling Shareholders). The amounts to be transferred from the ASBA Account to the Public Offer Account by the SCSBs and Sponsor Banks represent Bids from ASBA Bidders and UPI Bidders, respectively that have received confirmed allocation in respect of the Equity Shares in the Offer.

- (c) Thereupon, in relation to amounts lying to the credit of the Public Offer Account, the Bidders or Underwriters, as the case may be, shall have no beneficial interest therein save as provided in this Agreement or under Applicable Law. For the avoidance of doubt, it is clarified that the Bidders or Underwriters, as the case may be, shall continue to be Beneficiaries in relation to the Surplus Amount, if any, and subject to Clause and upon receipt of the final listing and trading approvals, the Selling Shareholders, and Company (solely to the extent of Fresh Issue and reimbursement/adjustment of any Offer Expenses incurred on behalf of the Selling Shareholders, which is payable out of the Offer proceeds), except to the extent of Offer Expenses, Withholding Amount and STT, payable out of the Offer proceeds in accordance with the Offer Agreement, shall be the Beneficiaries in respect of their respective portions of the balance amount. Further, it is hereby clarified that, the Public Offer Account Bank shall transfer the proceeds due to the Selling Shareholders and the Company, as applicable, from the Public Offer Account to the respective the Selling Shareholders bank accounts and the Monitoring Agency Bank Account, as applicable, immediately and such proceeds shall be net of the Offer Expenses, as mentioned in Clause 3.2.4.2(a) below, applicable taxes including the STT calculated based on the Chartered Accountant Certificate and/or the Withholding Amount (if applicable), and the Company and the Selling Shareholders agree to retain such amount equivalent to the Offer Expenses and STT in the Public Offer Account. The transfer from the Public Offer Account shall be subject to the Public Offer Account Bank receiving written instructions from the BRLMs, in accordance with Clause 3.2.4.2. The Bidders shall have no beneficial interest therein save in relation to the amounts that are due to be refunded to them in terms of the Red Herring Prospectus and the Prospectus, this Agreement and Applicable Law.
- (d) Notwithstanding anything stated in this Agreement, the Company, hereby agrees that it shall take all necessary actions, if any required, to ensure that the fees, commission, brokerage, incentives and expenses shall be paid to the BRLMs, Syndicate Members and to the legal counsels immediately upon receipt of the final listing and trading approvals from the Stock Exchanges, from the Public Offer Account, in accordance with the provisions of this Agreement, the Fee Letter, Offer Agreement, Syndicate Agreement and in accordance with the arrangements/ agreements/engagement letters with the relevant intermediary, whichever is earlier. The Selling Shareholders, hereby agree that they shall take all necessary actions, as may be required, to ensure that its respective portion of Offer Expenses shall be paid immediately upon receipt of the final listing and trading approvals from the Stock Exchanges in accordance with the provisions of this Agreement, the Offer Agreement and Fee Letter. The Offer Expenses shall be borne by the Company and the Selling Shareholders as per the terms of the Offer Agreement.
- (e) The BRLMs are hereby severally authorised to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Escrow Account to the Public Offer Account and the Refund Account, as applicable.
- (f) The Registrar shall, after the Bid/Offer Closing Date, but no later than one (1) Working Day from the Bid/Offer Closing Date, in the prescribed form (specified in **Schedule IV** hereto), intimate the BRLMs (with a copy to the Company and the Selling Shareholders), the aggregate amount of commission payable to the SCSBs, Registered Brokers, CDPs and RTAs as calculated by the Registrar. For the avoidance of doubt, the quantum of commission payable to the Registered Brokers, CDPs and RTAs shall be determined in terms of the Syndicate Agreement and on the basis of such Bid cum Application Forms procured by them and which are eligible for Allotment and the payment of commission to the Registered Brokers will be made through the Stock Exchanges in accordance with this Agreement. The Parties acknowledge that the aggregate amount of commission payable to the Registered Brokers in relation to the Offer from the Public Offer Account, as calculated by the Registrar and approved by the Company and the BRLMs, shall be transferred to the Stock Exchanges by the Company at the request of the Stock Exchanges, in accordance with Applicable Law. It is clarified that at the first instance, the Company shall transfer amount of commission payable from the Public Offer Account to the Registered Brokers in relation to the Offer to the Stock Exchanges and subsequently be reimbursed by the Selling Shareholders in accordance with Applicable Law, the Offer Agreement, Fee Letter and this Agreement. Payments to such intermediaries (out of the Public Offer Account) shall be made by the Company (including on behalf of the Selling Shareholders) only if there are no pending complaints pertaining to block/unblock of UPI Bids and receipt of confirmation of completion of unblocking. The Company shall undertake all the necessary

compliances in relation thereto as per the Applicable Law. The SCSBs, the Sponsor Banks and the Registrar to the Offer shall provide the relevant confirmations to the BRLMs in accordance with the SEBI ICDR Master Circular. Further, the Company shall ensure commission to the RTAs and CDPs, as calculated by the Registrar, shall be paid including on behalf of the Selling Shareholders, in accordance with this Agreement, as applicable, after receipt of invoices from the respective RTAs and CDPs, as the case may be, as per Applicable Law and as mutually agreed between the Company and the Registrar in accordance with the Registrar Agreement. The processing fees for applications made by Retail Individual Bidders using the UPI Mechanism may be released to the SCSBs only after such banks provide written confirmation on compliance with the SEBI ICDR Master Circular.

3.2.4.2 Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Public Offer Account, the following specific provisions shall be applicable:

- (a) The Public Offer Account Bank agrees to retain not less than such amounts as may have been estimated towards (i) Offer related expenses disclosed in the Prospectus and be specified by the BRLMs (with an intimation by the Company to each of the Selling Shareholders for any expenses over and above what has been specified in the Prospectus) towards Offer related expenses disclosed in the Prospectus and the Offer Agreement, referred to as the “**Offer Expenses**”); (ii) any amount/expense specified by the BRLMs towards Offer related expenses disclosed in the Prospectus and the Offer Agreement (“**Withholding Amount**”) and (iii) STT at such rate as may be prescribed therein under Applicable Law, which will be confirmed by the Chartered Accountant Certificate in the Public Offer Account until such time as the BRLMs instruct the Public Offer Account Bank, in the form specified in **Schedule VII**, as applicable, with a copy to the Company and the Selling Shareholders. The Parties acknowledge and agree that the collection and deposit of STT by the BRLMs with the Indian revenue authorities, as necessary, is only a procedural requirement and that the BRLMs shall not derive any economic benefits from the transaction relating to the payment of STT. It is hereby agreed that while the Company will continue to facilitate the procurement of a Chartered Accountant Certificate and the Selling Shareholders, shall provide all such information and documents as may be necessary for the issue of the Chartered Accountant Certificate. In this regard, the costs, fees and expenses associated with and incurred with respect to the Offer shall be attributed to the Company and the Selling Shareholders in the manner agreed in the Offer Agreement.
- (b) Immediately on receipt of (i) the final listing and trading approvals from the Stock Exchanges and (ii) Chartered Accountant Certificate from the Company and other relevant back up documents for the Offer Expenses, whichever is later, (i) the Company and the BRLMs shall jointly, by one or more instructions to the Public Offer Account Bank (with a copy to the Selling Shareholders) in the form specified in **Schedule V**, intimate the Public Offer Account Bank of the details of Offer Expenses to be paid to various intermediaries, and (ii) the BRLMs shall, by one or more instructions to the Public Offer Account Bank (with a copy to the Company and the Selling Shareholders) in the form specified in **Schedule VII**, intimate the Public Offer Account Bank of the amount of Securities Transaction Tax (as specified in a Chartered Accountant Certificate), and the Public Offer Account Bank shall, on the same day and no later than one (one) Working Day from the date of such instruction, remit such funds to the relevant bank accounts of the post issue BRLM(s) and the Company, respectively, for onward deposit to Indian revenue authorities.
- (c) In accordance with this Agreement, the Company shall facilitate the procurement of a Chartered Accountant Certificate on behalf of the Selling Shareholders, in form prescribed in **Schedule VI (including Annexure I and II thereto)** confirming the amount of Securities Transaction Tax payable by the Selling Shareholders in connection with the Offer for Sale and provide such certificate to the BRLMs and the Selling Shareholders immediately upon Allotment. It is hereby clarified that nothing contained in this Agreement or in any other agreement or document shall make the BRLMs liable for the (a) determination of quantum or computation of the Securities Transaction Tax payable in relation to the Offer for Sale in accordance with Applicable Law; or (b) payment of the Securities Transaction Tax payable in relation to the Offer for Sale in accordance with Applicable Law. The obligation of the BRLMs in respect of the Securities Transaction Tax will be limited to deposit of such Securities Transaction Tax to Indian revenue authorities pursuant to and in accordance with Applicable Law. The Selling Shareholders, agrees and undertakes that in the event of any future proceeding or litigation by the Indian revenue authorities against any of the BRLMs relating to payment of STT in relation to its respective

portion of the Offered Shares in the Offer, it shall furnish all necessary reports, documents, papers or information as may be required or reasonably requested by the BRLMs to provide independent submissions for themselves, or their respective Affiliates, in any on-going or future litigation or arbitration proceeding and/or investigation by any regulatory or supervisory authority.

- (d) Until such time that instructions in the form specified in **Schedule V** and **Schedule VII** are received from the BRLMs (in accordance with Clause 3.2.4.2(b)), the Public Offer Account Bank shall retain the amount of Offer Expenses and STT mentioned in Clause 3.2.4.2(a) above in the Public Offer Account and shall not act on any instruction including that of the Company. The instructions in the form specified in **Schedule V** and **Schedule VII** shall be irrevocable and binding on the Public Offer Account Bank irrespective of any contrary claim or instructions from any Party.
- (e) At least 2 (two) Working Days prior to the date of Bid/Offer Opening Date or such other time as may be prescribed under the Applicable Law or as may be agreed between the Selling Shareholders and the BRLMs: (a) the Selling Shareholders shall inform the Company and the BRLMs of the respective details of its respective bank accounts; and (b) the Company shall inform the BRLMs (with a copy to the Selling Shareholders) of the details of its bank account, to which net proceeds from the Offer or expense incurred by the Company on behalf of the Selling Shareholder, as applicable, will be transferred in accordance with Clause 3.2.4.2.
- (f) Immediately upon receipt of listing and trading approvals from Stock Exchanges and the Chartered Accountant Certificate, the BRLMs shall, provide the Public Offer Account Bank, one or more instructions (with a copy to the Company and the Selling Shareholders), in the form prescribed in **Schedule VIII** stating the amount to be transferred from the Public Offer Account to the respective bank accounts of the Selling Shareholders and the Company, (ii) details of the amounts to be paid towards estimated Offer Expenses and applicable taxes (to the extent such amounts have not been paid by the Selling Shareholders or the Company either on behalf of itself or the Selling Shareholders), and the Public Offer Account Bank shall remit such amounts on the same day of from the receipt of such instructions, subject to receipt of all requisite remittance documents by the Public Offer Account Bank. Any amount left in the Public Offer Account after the above payment and payment of the Offer Expenses, Withholding Amount (as applicable) and STT (as separately certified by a Chartered Accountant Certificate), and upon receipt of instruction from the BRLMs in the form prescribed in **Schedule VIII**, be transferred to the respective accounts of the Company and the Selling Shareholders in the respective portion of the Fresh Issue and the respective portion of the Offered Shares of the Selling Shareholders. The BRLMs shall not provide any documentation or confirmation or execute any document in relation to the remittance, save and except the fund transfer instructions being provided by them to the Public Offer Account Bank; The BRLMs shall not be considered as a "Remitter". The BRLMs shall not be responsible for any delay in preparation/ delivery of the remittance documents and any such other documents requested by the Public Offer Account Bank. Further, it is hereby clarified that the **Schedule VIII** may also be used for transfer of amount for Offer Expenses to the Company's bank account where such expenses have been incurred by the Company on behalf of the Selling Shareholders and are subsequently being reimbursed to the Company from the Public Offer Account.
- (g) The written instructions as per **Schedule V**, **Schedule VII** and **Schedule VIII** shall be valid instructions if signed by any one of the persons named as authorized signatories of the BRLMs and/or the Company, as the case may be, in **Schedule X**, and whose specimen signatures are contained herein, in accordance with Clause 13 or as may be authorized by the respective BRLMs with intimation to the Escrow Collection Bank, Public Offer Account Bank or the Refund Bank, with a copy of such intimation to the Company and the Selling Shareholders.
- (h) The instructions issued by the BRLMs under this Clause 3.2.4.2 shall be binding on the Public Offer Account Bank irrespective of any contrary claim or instructions from any Party including the Company and/or the Selling Shareholders.
- (i) The Parties acknowledge and agree that the sharing of all costs, charges, fees and expenses associated with and incurred in connection with the Offer (including any variable or discretionary fees, expenses and costs arising in connection with the Offer) will be in accordance

with provisions of the Offer Agreement and the Fee Letter entered into between the Company, the Selling Shareholders and the BRLMs.

- (j) Further, in the event of any Offer Expenses falling due to the BRLMs, the Syndicate and the legal counsels to the Company and the BRLMs after closure of the Public Offer Account, or to the extent that such expenses or amounts falling due to the BRLMs, the Syndicate and the legal counsels to the Company and the BRLMs are not paid from the Public Offer Account, the Company shall pay such expenses at the first instance and the Selling Shareholders shall reimburse the Company in accordance with the Offer Agreement, subject to receipt of necessary supporting documents.
- (k) All payments due under this Agreement are to be made in Indian Rupees. All payments made under this Agreement are subject to deduction on account of any withholding taxes under the Income Tax Act, 2025, applicable with respect to the fees and expenses payable.
- (l) In the event of any compensation required to be paid by the BRLMs to Bidders for delays in redressal of their grievance by the SCSBs in accordance with the SEBI ICDR Master Circular and the SEBI RTA Master Circular, the Company shall reimburse the relevant BRLM for such compensation (including applicable taxes and statutory charges, if any) within 2 (two) Working Days of (i) receipt of proof of payment of compensation (including applicable taxes and statutory charges, if any) by the BRLMs or (ii) the amount of compensation payable (including applicable taxes and statutory charges, if any) being communicated to the Company in writing by the relevant BRLM.

3.2.5 Refunds

3.2.5.1 Prior to or on the Designated Date:

- (a) The Escrow Collection Bank shall, upon receipt of an intimation from the BRLMs in writing in accordance with Clause 3.2.1 or 3.2.2 of this Agreement, after notice to the Company and the Selling Shareholders forthwith but not later than 1 (one) Working Day from the date of receipt of such notice from the Registrar and the BRLMs (in format set out in **Schedule IX** hereto), ensure the transfer of any Surplus Amount standing to the credit of the Escrow Accounts to the Refund Account;
- (b) The Refund Bank shall, upon receipt of an intimation from the Registrar in writing in accordance with Clause 3.2.2 of this Agreement, after notice to the Company, the Selling Shareholders and the Registrar, forthwith but not later than 1 (one) Working Day from the date of transfer of amounts from the Escrow Accounts, ensure the transfer of any amounts standing to the credit of the Refund Account to the Beneficiaries as directed by the Registrar in the prescribed form (as set out in **Schedule II** hereto);
- (c) On receipt of the intimation of an Event of Failure from the BRLMs as per Clause 3.2.2.1 of this Agreement as the case may be, the Registrar to the Offer shall, within 1 (one) Working Day from the receipt of intimation of an Event of Failure, provide the SCSBs written details of the Bid Amounts that have to be unblocked from the ASBA Accounts of the Bidders (with a copy to the Company, the Selling Shareholders and the BRLMs).

3.2.5.2 After the Designated Date:

In the case of an Event of Failure, if the Bid Amounts have already been transferred to the Public Offer Account, then upon the receipt of written instructions from the BRLMs, the Public Offer Account Bank shall forthwith transfer the amounts held in the Public Offer Account to the Refund Account and the Refund Bank shall make payments (i) within 1 (one) Working Day of receipt of such instructions from the BRLMs if Equity Shares have not been transferred to the Allottees as part of the Offer, and (ii) as per Applicable Law in the event Equity Shares have been allotted and/ or transferred to the Allottees in terms of the Offer. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Bidders without any right or lien thereon.

3.2.5.3 The Escrow Collection Bank agrees that it shall immediately and in any event no later than 1 (one)

Working Day of receipt of such intimation as provided in Clause 3.2.3 from the BRLMs transfer the Surplus Amount to the Refund Account with notice to the Company, the BRLMs, the Selling Shareholders and the Registrar to the Offer, in accordance with the procedure specified in this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum, the UPI Circulars, the SEBI ICDR Regulations and Applicable Laws. The Refund Bank shall immediately and in any event no later than 1 (one) Working Day of the transfer of the Surplus Amounts to the Refund Account, appropriately confirm the same to the Registrar to the Offer, the BRLMs, the Company and each of the Selling Shareholders. Further, the Refund Bank shall immediately and in any event no later than 1 (one) Working Day of the receipt of intimation as per Clause 3.2.3, issue refund instructions to the electronic clearing house. Such instructions by the Refund Bank, shall in any event, be no later than 2 (two) Working Days from the Bid/Offer Closing Date or such other time as may be prescribed under the Applicable Law.

- 3.2.5.4 The entire process of dispatch of refunds through electronic clearance shall be completed within the prescribed timelines in terms of the SEBI ICDR Regulations and other Applicable Law.
- 3.2.5.5 The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Anchor Investors in manner provided in the Red Herring Prospectus and in accordance with Applicable Law. For the purposes of such refunds, the Refund Bank will act in accordance with the instructions of the BRLMs for issuances of such instruments, copies of which shall be marked to the Company, the Selling Shareholders and the Registrar.
- 3.2.5.6 Online validation at the point of payment by the Refund Bank is subject to the Registrar providing complete master lists (“**Masters**”) to the Refund Bank, in the format specified by the Refund Bank. The Registrar shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely refund. The Registrar shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Bank and the Refund Bank shall disclaim all liabilities for effecting a payment as per the Masters in their possession. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar and the Refund Bank shall provide a list of paid/ unpaid cases at regular intervals or as desired by the Registrar, BRLMs, the Company and/or the Selling Shareholders. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar and the BRLMs, prior to dispatch of refund.

3.2.6 *Closure of the Escrow Account, Public Offer Account and Refund Account*

- 3.2.6.1 Upon receipt of written instructions from the Registrar, the Company and the BRLMs as provided in **Schedule XI** (with a copy to the Selling Shareholders), the Escrow Collection Bank shall take necessary steps to ensure closure of Escrow Accounts once all monies therein are transferred into the Public Offer Account, or the Refund Account, as the case may be, in accordance with this Agreement and Applicable Law. The Public Offer Account Bank shall take the necessary steps to ensure closure of the Public Offer Account promptly and only after all monies in the Public Offer Account are transferred to the respective accounts of the Company and the Selling Shareholders upon receipt of instructions as provided in **Schedule XI** in accordance with the terms of this Agreement. Upon closure of the Escrow Accounts, the Public Offer Account or the Refund Account, as the case may be, the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank, respectively, shall, upon request by the Company, provide a confirmation in writing to the Company, the Selling Shareholders and the BRLMs that no monies are lying to the credit of the Escrow Accounts, the Public Offer Account or the Refund Account.
- 3.2.6.2 The Refund Bank shall take the necessary steps to ensure closure of the Refund Account, once all Surplus Amounts or other amounts pursuant to Clause 3.2.2 (Failure of the Offer-Failure of Offer prior to Designated Date) or Clause 3.2.3 (Failure of the Offer- Failure of the Offer after the transfer of funds to the Public Offer Account), if any, are refunded to the Bidders to whom refunds are required to be made upon receipt of instructions as provided in **Schedule XI** from Registrar, Company and BRLMs (with a copy to Selling Shareholders) in accordance with the terms of this Agreement. However, any amount which is due for refund but remains unpaid or unclaimed for a period of 7 (seven) years from the date of such payment becoming first due, shall be transferred by the Refund Bank, without any further instruction from any Party, to the fund known as the ‘Investor Education and Protection Fund’ established under Section 125 of the Companies Act. The Company shall cooperate with the Escrow Collection Bank to ensure such closure of the Escrow Accounts, the Public Offer Account and the

Refund Account.

- 3.2.6.3 The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank agree that prior to closure of the Escrow Accounts, the Public Offer Account and the Refund Account, respectively, they shall provide a confirmation to the Company, the Selling Shareholders and the BRLMs that there is no balance in the Escrow Accounts, the Public Offer Account and the Refund Account, respectively and shall provide a signed copy of the complete and accurate statement of accounts to the Company, the Selling Shareholders, the Registrar and the BRLMs in relation to deposit and transfer of funds from each of the Escrow Accounts, the Public Offer Account and the Refund Account. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank hereby agree that they shall close the respective accounts only after delivery of such statement of accounts and upon receipt of instructions from the Registrar, the Company and the BRLMs (with a copy to the Selling Shareholders) as provided in **Schedule XI**.
- 3.2.6.4 Within 1 (one) Working Day of closure of the Escrow Accounts, the Public Offer Account and the Refund Account, the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, respectively shall provide written confirmation of the closure of such accounts to the BRLMs, the Company and the Selling Shareholders. The Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank, the Sponsor Banks or any of their respective Correspondent Banks, shall act promptly upon any written instructions of the BRLMs and the Company along with the Registrar, as applicable, referred to in these clauses in relation to amounts to be transferred and/or refunded from the Escrow Accounts or the Public Offer Account or in relation to amounts to be transferred and/or refunded from the Refund Account prior to trading approvals or otherwise.

3.2.7 Miscellaneous

- 3.2.7.1 In case of any failure or delay on the part of any intermediary (as determined by the Company and the BRLMs, in their sole discretion) in resolving the grievance of an investor, beyond the date of receipt of a complaint in relation to unblocking of amounts, such intermediary shall be liable to pay compensation to the investor in accordance with the SEBI Refund Circulars. Further, the Company and the Selling Shareholders agree that the BRLMs are not responsible for unblocking and any delay in unblocking is the sole responsibility of the SCSBs.
- 3.2.7.2 Each of the Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and/or Sponsor Banks shall act promptly and within the time periods specified in this Agreement, upon any written instructions received, which includes those of the BRLMs, the Company, and the Registrar, as applicable, including those referred to in Clauses 3.2.2, 3.2.3, 3.2.4 and 3.2.5 in relation to amounts to be transferred from the Escrow Accounts or the Public Offer Account or in relation to amounts to be refunded from the Refund Account prior to trading approvals or otherwise.
- 3.2.7.3 The BRLMs, in consultation with the Company, are hereby authorized to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Escrow Accounts to the Public Offer Account and the Refund Account, as applicable.
- 3.2.7.4 In the event that any of the Selling Shareholders are required to reimburse the BRLMs for any compensation payable to Bidders in relation to the Offer in the manner specified in the SEBI ICDR Master Circular and the SEBI RTA Master Circular for delays in resolving investor grievances in relation to blocking/unblocking of funds, the Bankers to the Offer (to the extent it is responsible for such delay) shall reimburse the Selling Shareholders (if applicable) for any direct or indirect compensation paid by the Selling Shareholders (if applicable).

4. DUTIES AND RESPONSIBILITIES OF THE REGISTRAR

- 4.1 The Parties hereto agree that, in addition to the duties and responsibilities set out in the Registrar Agreement, the duties and responsibilities of the Registrar shall include, without limitation, the following and the Registrar shall, at all times, carry out its obligations hereunder diligently and in good faith.
- 4.2 (a) The Registrar shall maintain at all times accurate physical and electronic records, in connection with the Offer, relating to the Bids and the Bid cum Application Forms submitted to it and received from the Syndicate, the Registered Brokers, the CDPs and RTAs, or the SCSBs, as required under Applicable Law and the Registrar Agreement, including the following:

- (i) the Bids registered with it, the Syndicate, the SCSBs, Registered Brokers, CDPs and RTAs in respect of the Offer;
- (ii) soft data/Bid cum Application Form received by it and from each of the SCSBs, the Syndicate, the Registered Brokers, CDPs and RTAs and all information incidental thereto in respect of the Offer, Bids and Bid Amounts and tally the same with the schedule provided by the Bankers to the Offer and their Correspondent Banks, if any. For the avoidance of doubt, if there is any discrepancy in the amount paid as per the Bid cum Application Forms and the corresponding bank entry(ies) in the bank schedules in relation to Bids from Anchor Investors, the amount as per the bank schedules will be considered as final for the purpose of processing and the Escrow Collection Bank concerned shall be responsible for any claims, actions, losses, demands or damages that may arise in this regard;
- (iii) details regarding allocation of Equity Shares for the Offer and Allotment and provide the details to the Company and/or the Selling Shareholders at their request;
- (iv) details of the monies to be transferred to the Public Offer Account, and the refunds to be made to the Anchor Investors, Bidders and Underwriters (as applicable) in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and the Companies Act;
- (v) particulars relating to the aggregate amount of commission payable to the Registered Brokers in relation to the Offer in accordance with the SEBI ICDR Master Circular and the UPI Circulars, the details of such compensation shared with the Stock Exchanges, particulars relating to the aggregate amount of commission payable to the RTAs, CDPs, Syndicate, SCSBs and Sponsor Banks in relation to the Offer, and any compensation payable to Retail Individual Bidders in relation to the Offer in accordance with the SEBI ICDR Master Circular and the SEBI RTA Master Circular, as applicable;
- (vi) physical and electronic records relating to the Bids and the ASBA Forms submitted to it and received from the members of the Syndicate, the SCSBs, Registered Brokers and CDPs/RTAs with respect to the Offer;
- (vii) final certificates received from the Escrow Collection Bank/SCSBs and the Sponsor Bank;
- (viii) all correspondence with the BRLMs, the Syndicate, the Registered Brokers, CDPs, RTAs, the Bankers to the Offer and their Correspondent Banks (if any), the SCSBs, the Sponsor Banks and regulatory authorities;
- (ix) particulars relating to the aggregate amount of commission payable to the Registered Brokers in relation to the Offer in accordance with the SEBI ICDR Master Circular, SEBI RTA Master Circular and the UPI Circulars, and the details of such compensation shared with the Stock Exchanges, and particulars relating to the aggregate amount of commission payable to the RTAs, CDPs, Syndicate, Sponsor Banks and SCSBs in relation to the Offer;
- (x) details of all Bids rejected by the Registrar in accordance with the Red Herring Prospectus including details of multiple Bids submitted by Bidders (determined on the basis of the procedure provided in the Red Herring Prospectus and the Prospectus) and rejected by the Registrar;
- (xi) details of the rejected, withdrawn or unsuccessful Bid cum Application Forms and the details of requests for withdrawal, as applicable;
- (xii) details of files in case of Refunds to be sent by electronic mode, such as NEFT/RTGS/UPI, etc.;
- (xiii) details regarding all Refunds made to Bidders (including intimation to Refund Bank for refund or unblocking of funds);
- (xiv) particulars relating to the refund including intimations dispatched to the Bidders;

- (xv) particulars of Allottees and various pre-printed and other stationery supported by reconciliation of cancelled/spoilt stationery;
- (xvi) any other obligation or duty that is customary or necessary in order for the Registrar to fulfil its obligations under this Agreement or in accordance with Applicable Law.

The Registrar shall promptly supply such records to the BRLMs on being requested to do so. The Registrar shall keep and maintain the books of account and other records and documents as specified in the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 2025, as amended, for a period of 8 (eight) financial years or such later period as may be prescribed under Applicable Law. In relation to its activities, the Registrar shall, in a timely manner, provide to the BRLMs a report of compliance in the format as may be requested by the BRLMs, in order for them to comply with the Applicable Law, including the reporting obligations under the SEBI UPI Circulars.

- (b) Without prejudice to the generality of sub-Clause (a) above, the Registrar:
 - (i) ensure compliance with applicable laws including but not limited to the provisions of the SEBI ICDR Master Circular (to the extent applicable), the SEBI RTA Master Circular (to the extent applicable), along with the circular issued by the National Stock Exchange of India Limited having reference no. 23/2022 dated July 22, 2022 and having reference no. 25/2022 dated August 3, 2022 and the notice issued by BSE Limited having reference no. 20220722- 30 dated July 22, 2022 and having reference no. 20220803-40 dated August 3, 2022, and any subsequent circulars or notifications issued by SEBI and Stock Exchanges in this regard along with the SEBI ICDR Regulations, the Companies Act, the SEBI RTA Regulations, and all/any amendments issued by SEBI from time to time in this regard;
 - (ii) shall obtain electronic Bid details from the Stock Exchanges immediately following the Bid/Offer Closing Date. Further, the Registrar to the Offer shall provide the file containing the Bid details received from the Stock Exchanges to the Bankers to the Offer at 6.30 pm on the day following the Bid/Offer Closing Date;
 - (iii) The Registrar shall coordinate with Sponsor Banks/SCSBs and submit a comprehensive report on status of debit/unblock requests of Allottees/ non-Allottees not later than 08:00 PM on the fourth Working Day after the Bid/Offer Closing Date, or such other time as may be specified under the UPI Circulars, (in the format mentioned in **Schedule XIII**) to the Book Running Lead Manager, in order to enable the Book Running Lead Manager to share such report to SEBI within the timelines specified in the UPI Circulars.
 - (iv) shall be solely responsible for the correctness and the validity of the information relating to any refunds that is to be provided by the Registrar to the Offer to the Escrow Collection Bank or the Refund Bank, as the case may be. The Registrar to the Offer shall also be responsible for the correctness and validity of the information provided for the purposes of approval of the 'Basis of Allotment' including data rejection of multiple applications as well as for refund to the Escrow Collection Bank or the Refund Bank, as the case maybe. The Registrar to the Offer shall ensure that, in case of issuance of any duplicate intimation for any reason, including defacement, change in bank details, tearing of intimation or loss of intimation, it will convey the details of such new intimation immediately to the Refund Bank and in any event before such intimation is presented to it for payment, failing which the Registrar to the Offer shall be responsible for any losses, costs, damages and expenses that the Refund Bank may suffer as a result of dishonor of such intimation or payment of duplicate intimations. The Registrar to the Offer shall also ensure that the refund banker details are printed on each refund intimation in accordance with the SEBI ICDR Regulations;
 - (v) shall initiate third party confirmation process on a daily basis and complete the checknot later than 9:00 a.m. IST on the first Working Day from the Bid/ Offer Closing Date for UPI applications and by 1:00 a.m. IST of the first Working Day of the Bid/ Offer Closing Date for non-UPI applications. Further, the Registrar shall ensure that it receives confirmation from SCSBs and issuer banks on the third-party applications not later than 09:00 a.m. IST on the first Working Day from the Bid/ Offer Closing Date for UPI applications and by 1 p.m. IST of the first Working Day of the Bid/ Offer Closing Date;

- (vi) shall use its best efforts while processing all applications to separate eligible applications from ineligible applications, *i.e.*, applications which are capable of being rejected on any of the technical or other grounds as stated in the Offer Documents, or for any other reasons that comes to the knowledge of the Registrar to the Offer. The Registrar to the Offer shall identify the technical rejections solely based on the electronic Bid files received from the Stock Exchanges;
- (vii) shall be solely responsible for promptly and accurately uploading Bids to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange;
- (viii) shall be solely responsible for submitting the details of cancelled/withdrawn/deleted applications to SCSBs on daily basis within 60 (sixty) minutes of bid closure time from the Bid/Offer Opening Date to the Bid/Offer Closing Date by obtaining the same from Stock Exchanges. SCSBs shall unblock such applications by the closing hours of the bank day and submit the confirmation to BRLMs and Registrar on daily basis, as per the format prescribed in the SEBI ICDR Master Circular, as applicable;
- (ix) shall be solely responsible for the proper collection, custodianship, security and reconciliation of all the Refund Bank's refund orders and the related stationery documents and writings. All unused and destroyed/mutilated/cancelled stationery should be returned to the Refund Bank, within 10 (ten) days from the date of the intimation. The Registrar to the Offer shall be solely responsible for providing to the Refund Bank the complete details of all refund orders prior to printing of such refund orders immediately on finalization of Allotment;
- (x) shall print refund orders in accordance with the specifications for printing of payment instruments as prescribed by the Refund Bank which shall be in the form and manner as prescribed by Governmental Authorities and the Registrar to the Offer shall not raise any objection in respect of the same;
- (xi) shall ensure the collection of the paid refund orders daily from the Refund Bank and shall arrange to reconcile the accounts with the Masters at its own cost. The final reconciliation of the refund order account with the paid and unpaid refund orders will be completed by the Registrar to the Offer within the prescribed time under Applicable Law;
- (xii) shall not revalidate the expired refund orders. Instead, a list of such refund orders will be provided to the Refund Bank who will arrange to issue a banker's cheque/demand draft, if applicable;
- (xiii) shall adhere to any instructions provided by the Refund Bank to prevent fraudulent encashment of the refund intimations (including, without limitation, printing of bank mandates on refund orders, not leaving any blank spaces on instruments and self-adhesive transparent stickers on instruments); provided that, in the absence of a mandate or instruction from the Refund Bank, the Registrar to the Offer shall follow the address and particulars given in the Bid cum Application Form. The Registrar shall arrange to reconcile the accounts with the Masters at its own cost;
- (xiv) shall ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with Applicable Law;
- (xv) in accordance with the SEBI ICDR Master Circular, the Registrar to the Offer shall calculate the aggregate amount of commission payable to the Registered Brokers in relation to the Offer and share the details with the Stock Exchanges.
- (xvi) agrees that the validation of Bids and finalization of the basis of Allotment will be strictly as per the Red Herring Prospectus, the Prospectus, and in compliance with the SEBI ICDR Regulations and any circulars issued by the SEBI, and any deviations will be proceeded with in consultation with the BRLMs. In the event of any conflict in the instructions provided to the Registrar to the Offer, it shall seek clarification from the BRLMs;
- (xvii) shall be solely responsible for aggregate amount of commission payable to the Registered Brokers, the RTAs and the CDPs as calculated by the Registrar to the Offer within one (1) Working Day of the Bid/Offer Closing Date, in writing, intimate the BRLMs (with a copy to the Company and the

Selling Shareholders). For the avoidance of doubt, the quantum of commission payable to Registered Brokers, the RTAs and the CDPs shall be determined on the basis of such Bid cum Application Forms procured by them and which are eligible for Allotment;

- (xviii) shall perform all obligations, provide in a timely manner all accurate information and notifications to be provided by it in accordance with the Registrar Agreement.
 - (xix) to provide in a timely manner all accurate information and notifications to be provided by it under the Underwriting Agreement to be executed between the Company, the Selling Shareholders, the Underwriters to the Offer.
 - (xx) shall comply with the provisions of SEBI ICDR Regulations and circulars issued thereunder and any other Applicable Law;
 - (xxi) maintain physical and electronic records, as applicable, relating to the Bids and the Bid cum Application Forms received from the Designated Intermediaries, as the case may be and as required under Applicable Law and the Registrar Agreement;
 - (xxii) shall promptly supply such records to the BRLMs on being requested to do so;
 - (xxiii) make suitable arrangements to; i) send SMS to investors for all unblocking cases of no/partial allotment; and ii) send e-mails to investors for all unblocking cases of no/partial allotment;
 - (xxiv) provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Offer Closing Date;
 - (xxv) procure the mobile numbers for sending SMS and e-mail addresses of the investors from the information provided by the Depositories and/ or by the Sponsor Banks. It is clarified that the information of the first holder shall be used to send the SMS and e-mail;
 - (xxvi) send the SMS and e-mails to the investors after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Banks and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications;
 - (xxvii) shall initiate corporate action to carry out lock-in for the pre-Offer capital of the Company, credit of Equity Shares to Allottees and file confirmation of demat credits, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with the Stock Exchanges;
 - (xxviii) shall forward the Bid file received from the Stock Exchanges containing the application number and amount to all the SCSBs who may use this file for validation /reconciliation at their end;
 - (xxix) shall coordinate with Sponsor Banks/ SCSBs and submit a comprehensive report on status of debit/unblock requests of Allottees/ non-Allottees not later than 04:00 PM on the second Working Day after the Bid/ Offer Closing Date, or such other time as may be specified under the SEBI UPI Circulars (in the format mentioned in **Schedule XV**); and
 - (xxx) shall in consultation with the Company, the Selling Shareholders and the BRLMs, publish allotment advertisement before the commencement of trading of Equity Shares on the Stock Exchanges, prominently displaying the date of commencement of trading of Equity Shares on the Stock Exchanges, in all the newspapers where Bid/Offer Opening/Closing Dates advertisements have appeared earlier.
- (c) The Registrar shall perform its duties diligently and in good faith under this Agreement and the Registrar Agreement and under Applicable Law and shall provide in a timely manner all accurate information to be provided by it under this Agreement, the Registrar Agreement and under the SEBI ICDR Regulations and any circulars issued by the SEBI, to ensure timely and proper approval of the Basis of Allotment by the Designated Stock Exchange, timely and proper Allotment and dispatch of refund intimations/refund through electronic mode without delay, including instructing the Escrow Collection Bank of the details of the moneys and any Surplus Amount required to be transferred to the Refund Account and the Refund Bank of the details with respect to the amount required to be refunded to the Bidders, all within 2 (two) Working

Days from the Bid/Offer Closing Date or such other time as may be prescribed under the Applicable Law and extend all support for obtaining the final listing and trading approval for the Equity Shares from the Stock Exchanges within 3 (three) Working Days from the Bid/ OfferClosing Date or within such time prescribed by the SEBI. The Registrar to the Offer shall provide unique access to its website to the Escrow Collection Bank to enable them to upload and/or update the details of the applications received, applications under process and details of the applications dispatched for which instructions will be given to the Escrow Collection Bank separately. The Registrar shall be solely responsible and liable for (i) any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement and Registrar Agreement and (ii) for any failure to communicate complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue Book Running Lead Manager and ensuring the effective redressal of such grievances.

- (d) Without prejudice to the generality of the foregoing, the Registrar shall be responsible for and liable for any delays in supplying accurate information or processing refunds or for failure to perform its duties and responsibilities and/or obligation as set out in this Agreement and the SEBI ICDR Master Circular and the SEBI RTA Master Circular, as applicable, and shall keep other Parties (including their officers, agents, directors, employees, managers, advisors, representatives, sub-Syndicate members and Affiliates) hereto indemnified against any costs, charges and expenses or losses in relation to any claim, actions, causes of action, damages, demand suit or other proceeding of any nature instituted by any Bidder or any other party or any fine or penalty imposed by the SEBI or any other Governmental Authority in connection with any failure to perform its duties and responsibilities as set out in this Agreement, Registrar Agreement and any other document detailing the duties and responsibilities of the Registrar to the Offer related to the Offer.
 - (e) The Registrar shall be solely responsible for the correctness and validity of the information provided for the purposes of reporting, including to SEBI and the Stock Exchanges, and shall ensure that such information is based on authentic and valid documentation received from the Members of the Syndicate, Escrow Collection Bank, SCSBs, Sponsor Banks and Refund Bank, as applicable.
 - (f) The Registrar shall perform all obligations as per the effective procedure set forth among the Company, the Selling Shareholders, the BRLMs and the Registrar and in accordance with Registrar Agreement, and undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the same. The Registrar further undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the Underwriting Agreement, as and when executed.
 - (g) The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs, Escrow Collection Bank, Refund Bank and Sponsor Banks are valid and are received within the timelines specified under applicable regulations. The Registrar shall also be responsible for providing instructions, for the amounts to be transferred by SCSBs from ASBA Accounts/ UPI linked bank accounts to Public Offer Account, and the amounts to be un-blocked by SCSBs in ASBA account/UPI linked bank accounts as well as the amounts to be transferred by the Escrow Collection Bank to the Public Offer Account or Refund Account, as the case may be.
 - (h) The Registrar agrees that at all times, the Escrow Collection Bank/Public Offer Account Bank/Refund Account Bank will not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar.
 - (i) The Registrar agrees upon expiry/termination of this Agreement to immediately destroy or deliver without retaining any copies and shall confirm in writing that it has duly destroyed and/or returned all property of the Escrow Collection Bank and materials related to the refund to the Refund Bank all the documents and any/all data, held by it and which are in possession/custody/control of Registrar, to the Escrow Collection Bank and Refund Bank, respectively and confirm in writing to the Escrow Collection Bank and the Refund Bank that it has duly destroyed and/or returned all such property and materials in accordance with this clause.
- 4.3 The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement, the SEBI ICDR Master Circular and the SEBI RTA Master Circular, as applicable. The Registrar shall indemnify and hold harmless the other Parties hereto, including but not limited to their management, employees, advisors, representatives, agents, officers, directors, successors, permitted assigns and Affiliates, in the manner provided in this Agreement, against any and all losses, claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees, interests, etc., relating to or resulting from any delay

or failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Offer or any losses arising from difference or fluctuation in currency exchange rates, and expenses (including interest, penalties, attorney's fees, accounting fees and investigation costs) relating to or resulting from, including without limitation to the following:

- (a) any delay, error, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendments thereto), and any other document detailing the duties and responsibilities of the Registrar related to the Offer including, without limitation, against any fine or penalty imposed by SEBI or any other Governmental Authority, provided however that the Registrar shall not be responsible for any of the foregoing resulting, directly and solely, from a failure of any other Party in performing its duties under this Agreement on account of gross negligence or wilful default;
 - (b) any delays in supplying accurate information for processing refunds or unblocking of excess amount in ASBA Accounts;
 - (c) any claim by or proceeding initiated by any Governmental Authority under any statute or regulation on any matters related to the transfer of funds by Escrow Collection Bank/Public Offer Account Bank/Refund Bank;
 - (d) rejection of Bids due to incorrect bank/branch account details and non-furnishing of information regarding the Bidder available with the Registrar to the Offer and wrongful rejection of Bids;
 - (e) misuse of the refund instructions or of negligence in carrying out the refund instructions;
 - (f) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange;
 - (g) any delays in supplying accurate information for processing the Refunds or any claim made or issue raised by any Anchor Investor or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank or the Sponsor Banks hereunder;
 - (h) misuse of scanned signatures of the authorized signatories of the Registrar;
 - (i) in each case, which may result in a liability, claim, action, cause of action, suit, lawsuit, demand, damage, loss, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Escrow Collection Bank or the Refund Bank or the Public Offer Account Bank or any other Parties;
 - (j) any delay, default, error or failure and any loss suffered, incurred or borne, directly or indirectly, arising out of, resulting from or in connection with any failure by the Registrar to the Offer in acting on, or any delay or error attributable to the Registrar to the Offer in connection with, the returned NEFT/RTGS/direct credit cases instructions, including, without limitation, against any fine or penalty imposed by the SEBI or any other Governmental Authority or court of law or instructions given by Escrow Collection Bank or the Refund Bank.
 - (k) the encoding, decoding or processing of the returned NEFT/RTGS/direct credit cases/ instructions by the Escrow Collection Bank or the Refund Bank;
 - (l) failure by the Registrar to perform any obligation imposed on it under this Agreement or otherwise;
 - (m) rejection of Bids on technical grounds; and
- 4.4 The Registrar shall act in accordance with, the instructions of the Company, the Selling Shareholders and the BRLMs and Applicable Law. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company, the Selling Shareholders and the BRLMs and comply with the instructions given jointly by the Company, the Selling Shareholders and the BRLMs in accordance with Applicable Law.
- 4.5 The Registrar will coordinate with all the concerned parties to provide necessary information to the Escrow

Collection Bank/Public Offer Account Bank/Refund Bank.

- 4.6 The Registrar shall ensure that any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other Governmental Authority are redressed in a timely manner in accordance with Applicable Law, and shall provide requisite reports to the Company, the Selling Shareholders and the BRLMs. Further, it shall have dedicated email/ helpline to address concerns and complaints of the members of the Syndicate and the investors;
- 4.7 The Registrar shall ensure that investor complaints or grievances arising out of the Offer are resolved expeditiously and, in any case, no later than 7 (seven) days from their receipt provided however that in relation to complaints pertaining to blocking and unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint by the Registrar. In this regard, the Registrar agrees to provide a report on investor complaints received and action taken to the BRLMs (with a copy to the Company and the Selling Shareholders) (in the form specified in **SCHEDULE XV**) (i) on a weekly basis for the period beginning 10 (ten) days before the Bid/Offer Opening Date until the commencement of trading of the Equity Shares pursuant to the Offer, (ii) on a fortnightly basis thereafter, and as and when required by the Company, the Selling Shareholders or the BRLMs;
- 4.8 The Registrar shall be responsible for addressing all investor complaints or grievances arising out of any Bid in consultation with the Company, the Selling Shareholders and the BRLMs. The Registrar shall perform a validation of the electronic Bid details received from the Stock Exchanges in relation to the DP ID, Client ID and PAN with the records maintained by the Depositories and a reconciliation of the final certificates received from the Stock Exchanges, Bankers to the Offer and SCSBs/Sponsor Banks with the electronic Bid details. The Registrar shall intimate the members of the Syndicate and the Bankers to the Offer with any data discrepancy as soon as such reconciliation is complete. The Registrar, based on information of Bidding and blocking received from Stock Exchanges, would undertake reconciliation of the Bid data and block confirmation corresponding to the Bids by all investor category applications (with and without the use of UPI) and prepare the Basis of Allotment. The Registrar shall reconcile the compiled data received from the Stock Exchanges, all SCSBs and Sponsor Banks (hereinafter referred to as the 'reconciled data'). The Registrar shall send the bank-wise data of the Allottees, amount due on Equity Shares as per the Basis of Allotment to the SCSB and the amount to be unblocked in the corresponding SCSB account (in case of non-UPI Mechanism). In respect of Bids made by UPI Bidders, Registrar shall share the debit file post approval of the Basis of Allotment with the Sponsor Banks to enable transfer of funds from the ASBA Account to the Public Offer Account.
- 4.9 The Registrar to the Offer shall make applicable filings with the Stock Exchanges in the manner and timelines specified in the UPI Circulars.
- 4.10 The Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI ICDR Master Circular read with the SEBI RTA Master Circular.
- 4.11 The Registrar shall provide the Allotment/ revoke files to the Sponsor Banks by 8 pm on the day when the Basis of Allotment has to be finalised and receive pending applications for unblock submitted with it, not later than 5 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI ICDR Master Circular and the SEBI RTA Master Circular.
- 4.12 The Registrar shall submit the bank-wise pending UPI applications for unblocking to SCSB's, not later than 6:30 pm on next Working Day following the finalisation of the Basis of Allotment.
- 4.13 The Registrar shall communicate all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue Book Running Lead Manager and ensuring the effective redressal of such grievances.
- 4.14 In order to ensure that the unblocking is completed within 2 (two) Working Days from the Bid/Offer Closing Date, the Registrar shall, on a continuous basis and before the opening of the Offer, take up the matter with the SCSBs at the appropriate level and confirm to the BRLMs as per the applicable UPI Circulars.
- 4.15 The Registrar to the Offer shall also be responsible for the amount to be transferred/unblocked by SCSBs from the ASBA Accounts including the accounts blocked through the UPI Mechanism, as applicable, to the Public Offer Account.
- 4.16 The Registrar will provide the final allotment file prepared in relation to the Offer within such time as permitted

under Applicable Law and not later than 15 (fifteen) days from the Bid/Offer Period. Further, the Registrar shall ensure full reconciliation of collections in the Public Offer Account with the information and data available with them. The Registrar shall provide a certificate to the BRLMs and the Company confirming such reconciliation.

5. DUTIES AND RESPONSIBILITIES OF THE BOOK RUNNING LEAD MANAGERS

- 5.1 Other than as expressly set forth in the SEBI ICDR Regulations and the UPI Circulars in relation to the ASBA Bids submitted to the BRLMs, no provision of this Agreement will constitute any obligation on the part of any of the BRLMs to undertake any obligation or have any responsibility or incur any liability in relation to the ASBA Bids procured by the Designated Intermediaries or Bids not procured by BRLMs or the Syndicate Members.
- 5.2 Subject to Clause 5.1, the Parties hereto agree that the duties and responsibilities of the BRLMs under this Agreement shall be as set out below:
- a. On the receipt of information from the Company and/or any of the Selling Shareholders, inform the Registrar, the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/ the Sponsor Banks regarding the occurrence of any of the events mentioned in Clause 3.2.1 and regarding the Anchor Investor Bidding Date and the Bid/Offer Opening Date prior to the opening of Banking Hours on the Anchor Investor Bidding Date.
 - b. Along with the Registrar, instruct the Escrow Collection Bank of the details of the monies to be transferred to the Public Offer Account and the Surplus Amounts to the Refund Account in accordance with the terms herein and **Schedule III and Schedule IX** hereto, the Red Herring Prospectus and Applicable Law.
 - c. Instruct the Public Offer Account Bank (with a copy to the Company and the Selling Shareholders) of the details of the monies to be transferred from the Public Offer Account to the respective accounts of the Selling Shareholders and the Company (if applicable) or the Refund Account, respectively, in accordance with the Agreement.
- 5.3 The BRLMs shall not be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other Party hereto in connection with the Offer. The BRLMs shall, on issuing instructions to the Escrow Collection Bank and the Registrar to the Offer in accordance with Clause 5.2 above, be fully discharged of their duties and obligations under this Agreement. The obligations, representations, warranties, undertakings, liabilities and rights of the BRLMs under this Agreement shall be several and not joint. None of the BRLMs shall be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other Book Running Lead Manager (or agents of such other Book Running Lead Manager, including sub-Syndicate Members of such other Book Running Lead Manager) or the Designated Intermediaries in connection with the Offer, except in relation to its own sub-Syndicate Members. The BRLMs shall be severally (and not jointly) responsible and liable for any failure to perform their respective duties and responsibilities as set out in this Agreement.
- 5.4 The BRLMs shall identify the non-adherence of timelines and processes during the period of 3 (three) Working Days from the Bid/Offer Closing Date as set out in the SEBI UPI Circulars and shall submit a report of compliance with activities as specified and, in the manner, and within the timelines stated in the SEBI UPI Circulars.
- 5.5 Notwithstanding anything to the contrary in this Agreement, each of the Parties hereby agrees that the BRLMs will not have any responsibility, obligation or liability whatsoever, directly or indirectly, with regard to capital gains tax or withholding tax (if applicable) or any similar obligation payable in relation to the Offer.

6. DUTIES AND RESPONSIBILITIES OF THE ESCROW COLLECTION BANK, PUBLIC OFFER ACCOUNT BANK, REFUND BANK AND/OR SPONSOR BANKS

- 6.1 The Parties hereto agree that the duties and responsibilities of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks shall be as applicable, including, without limitation, the following:
- (i) The duties and responsibilities of the Escrow Collection Bank, the Public Offer Account Bank Refund Bank and the Sponsor Banks are as expressly set out in this Agreement. They shall also ensure compliance with relevant instructions/circulars issued by SEBI and other Applicable Law. Each of the

Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and Sponsor Banks shall at all times carry out its obligations hereunder diligently and in good faith and strictly in compliance with the written instructions delivered pursuant to this Agreement;

- (ii) On the Anchor Investor Bidding Date, the Escrow Collection Bank shall provide to the BRLMs a detailed bank statement by way of e-mail at 30 (thirty) minute intervals commencing 10.00 am IST;
- (iii) The Escrow Collection Bank shall ensure that the Bid Amounts paid by the Anchor Investors and any amounts paid by the Underwriters or any other authorized person pursuant to any underwriting obligations under the Underwriting Agreement are deposited by it in/transferred by it to the Escrow Accounts and that such transfers are made in accordance with the terms of this Agreement;
- (iv) The Escrow Collection Bank shall accept the credits by the Anchor Investors made only through RTGS/NEFT/direct credit on the Anchor Investor Bidding Date or from authorized persons towards payment of any amounts by the Underwriters in terms of the Underwriting Agreement;
- (v) In terms of the SEBI ICDR Master Circular and the SEBI RTA Master Circular, the controlling branch of the Escrow Collection Bank shall consolidate the electronic schedule of all branches, reconcile the amount received and send the consolidated schedule to the Registrar along with the signed final certificate in this regard;
- (vi) The Escrow Collection Bank shall not accept the Bid Amounts at any time later than the Anchor Investor Pay-in Date at any time later than the Anchor Investor Bidding Date, unless advised to the contrary by the Registrar and the other BRLMs. The Escrow Collection Bank shall keep a record of such Bid Amounts and shall promptly, to the Registrar, on the same Working Day of receipt of the Bid Amounts, share details of the Bid Amounts deposited in the Escrow Account and provide to the BRLMs details of the Bid Amounts and a statement of account balance, at the request of the BRLMs; this record shall be made available to the Registrar on the date of the Anchor Investor Bidding Date. The entries in this record, including any subsequent modifications and/or deletions thereto, shall be dated and time stamped and shall be reckoned for verifying the compliance of the timelines set for the Escrow Collection Bank for various activities and the Escrow Collection Bank agrees that they shall be responsible for any inaccurate data entry and shall solely bear any liability arising out of any such inaccurate data entry;
- (vii) On the Designated Date, the Escrow Collection Bank shall on receipt of written instructions in this regard from the Registrar and the BRLMs, transfer the monies in respect of successful Bids to the Public Offer Account and the Surplus Amount to the Refund Account in terms of this Agreement and Applicable Law. The Escrow Collection Bank should ensure that the entire funds in the Escrow Accounts are either transferred to the Public Offer Account or the Refund Account within the timelines prescribed under this Agreement and appropriately confirm the same to the Registrar and BRLMs (with a copy to the Company and the Selling Shareholders);
- (viii) On the Designated Date, the Escrow Collection Bank shall transfer all amounts to be refunded to unsuccessful Bidders and the Surplus Amounts paid on bidding to the Refund Account for the benefit of the Bidders entitled to a refund as per instruction provided by the Registrar. In respect of any Surplus Amount, unsuccessful or partially successful Bids, the Refund Bank shall continue to hold these monies for the benefit of the Bidders for and on behalf of the Bidders and not exercise any lien or encumbrance over the monies deposited therein until the refund instructions are given by the Registrar and the BRLMs jointly (with a copy to the Company and the Selling Shareholders), and shall make the payment of such amounts within 1 (one) Working Day of receipt of such instructions in accordance with the Red Herring Prospectus;
- (ix) In the event of an Event of Failure, and upon receipt of written instructions regarding the same and not later than 1 (one) Working Day of receipt of intimation from the BRLMs, the Escrow Collection Bank shall forthwith transfer any funds standing to the credit of the Escrow Accounts to the Refund Account and the Refund Bank shall make payments in accordance with Clause 3.2.5 of this Agreement. The Refund Bank confirms that it has the relevant technology/processes to ensure that refunds made pursuant to the failure of the Offer, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Collection Bank, as per the instruction received from Registrar or the BRLMs in accordance with Applicable Laws. Further, the Escrow Collection Bank shall immediately and not later than 1 (one) Working Day from the date of notice by the BRLMs, provide the requisite details to the Registrar/Refund Bank and the BRLMs and provide all necessary support to

ensure such refunds are remitted to the correct applicant;

- (x) In the event of a failure to obtain listing and trading approvals for the Equity Shares after the funds are transferred to the Public Offer Account and upon the receipt of written instructions from the BRLMs, the Public Offer Account Bank shall forthwith transfer the amounts held in the Public Offer Account to the Refund Account and the Refund Bank shall make payments to the Beneficiaries in accordance with Clause 3.2.5 of this Agreement;
- (xi) The Escrow Collection Bank and their Correspondent Bank(s)/the Public Offer Account Bank/Refund Bank, in their respective capacities, shall not exercise any lien, interest, encumbrance or other rights over the monies deposited with them or received for the benefit of the Escrow Accounts or Public Offer Account or the Refund Account, as the case may be, and shall hold the monies therein in trust for the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank shall not have any right to set off such amount or any other amount claimed by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank, respectively, against any person (including the Selling Shareholder), including by reason of non-payment of charges or fees to the Escrow Collection Bank, Public Offer Account Bank or the Refund Bank, as the case may be, for rendering services as agreed under this Agreement or for any reason whatsoever;
- (xii) In respect of any Surplus Amount, unsuccessful or partially successful Bids, the Refund Bank shall continue to hold these monies in trust for and on behalf of the Bidders and not exercise any charge, lien or other encumbrance over such monies deposited until the refund instructions are given by the Registrar and BRLMs, and shall make the payment of such amounts within 1 (one) Working Day of receipt of such instructions in accordance with the Red Herring Prospectus and the Prospectus;
- (xiii) The Escrow Collection Bank shall maintain accurately at all times during the term of this Agreement the physical and electronic records regarding Anchor Investor Bid Amounts deposited;
- (xiv) The Escrow Collection Bank shall provide a final certificate to the BRLMs and Registrar confirming full reconciliation of collections in the Escrow Accounts;
- (xv) The Escrow Collection Bank shall deliver on a timely basis, the final certificates along with the relevant schedules in respect of Bid amounts received from Anchor Investors to the Registrar at the end of the Anchor Investor Bidding Date, or such other later date as may be communicated to them by the BRLMs in consultation with the Registrar and in no case later than the Anchor Investor Pay-in Date specified in the Confirmation of Allocation Note ("CAN"). The Escrow Collection Bank and the Sponsor Banks shall ensure that the final certificates issued are valid;
- (xvi) The Escrow Collection Bank, the Public Offer Account Bank, the Sponsor Banks and the Refund Bank shall also perform all the duties enumerated in their respective letters of engagement and in the event of any conflict between the provisions of their respective letters of engagement and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- (xvii) The Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Banks shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds and it will expeditiously resolve any investor grievances referred to it by any of the Company, the Selling Shareholders, the BRLMs or the Registrar to the Offer, provided however that in relation to complaints pertaining to blocking and unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint by the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Bank;
- (xviii) So long as there are any sums outstanding in the Refund Account for the purpose of refunds, the Refund Bank shall be responsible for ensuring that the payments are made to the authorised persons in accordance with the instruction received from the Registrar and BRLMs as per Applicable Law. The Refund Bank shall ensure that no request/instructions for payment of refunds shall be delayed beyond a period of 1 (one) Working Day from the date of receipt of the request/instructions for payment of refunds and shall expedite the payment of refunds;
- (xix) The Escrow Collection Bank shall maintain accurate and verifiable records of the date and time of forwarding, bank schedules and final certificates, as applicable to the Registrar;

- (xx) The Escrow Collection Bank agrees that, in terms of the SEBI ICDR Master Circular and the SEBI ICDR Master Circular and the UPI Circulars, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank confirms that it shall not accept any Bid cum Application Form or payment instruction relating to any ASBA Bidder from the Members of the Syndicate/sub-Syndicate members or other Designated Intermediaries in its capacity as Escrow Collection Bank. The Escrow Collection Bank shall strictly follow the instructions of the BRLMs and the Registrar in this regard;
- (xxi) The Escrow Collection Bank shall ensure that the details provided in the bank schedule including the full name of the first applicant, application numbers, Bid Amounts, payment instrument numbers etc., are accurate. The Escrow Collection Bank shall forward such details to the Registrar in electronic mode on a timely basis. The Escrow Collection Bank further agrees that it shall be responsible for any inaccurate data entry and shall solely bear any liability arising out of any such inaccurate data entry;
- (xxii) The Refund Bank confirms that they have the relevant technology/processes to undertake all activities mentioned in this Agreement and ensure that refunds made pursuant to the Event of Failure as per Clause 3.2.1, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Collection Bank, as per the instruction received from Registrar or the BRLMs in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended. Further, the Escrow Collection Bank shall immediately and not later than 1 (one) Working Day from the date of notice by the BRLMs under Clause 3.2.2.1, provide the requisite details to the Registrar/Refund Bank and BRLMs and provide all necessary support to ensure such refunds are remitted to the correct applicant;
- (xxiii) The Escrow Collection Bank/Public Offer Account Bank, the Refund Bank and the Sponsor Banks shall be responsible for discharging activities pursuant to this Agreement and the Applicable Law and shall also be liable for willful omissions and commissions of such responsibilities under this Agreement and Applicable Law;
- (xxiv) No implied duties or obligations shall be read into this Agreement against the Escrow Collection Bank/Public Offer Account Bank/Refund Bank and Sponsor Banks. Such Escrow Collection Bank/Public Offer Account Bank/Refund Bank and Sponsor Banks shall not be bound to act in any manner which is expressly not provided under this Agreement or to act on any instructions that are in conflict with the provisions of this Agreement;
- (xxv) The Escrow Collection Bank, Public Offer Account Bank, Sponsor Banks and the Refund Bank shall act bona fide and in good faith, in pursuance of the written instructions of, or information provided by, the Registrar or the BRLMs, the Company or the Selling Shareholders, as the case may be in accordance with the annexures and schedules of the agreement. The Escrow Collection Bank, Public Offer Account Bank, the Sponsor Banks and the Refund Bank shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement. In the event any of the Escrow Collection Bank, the Public Offer Bank, the Sponsor Banks or the Refund Bank, cause delay or failure in the implementation of any such instructions or the performance of their obligations set forth herein, they shall be liable for such damages resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company, the Selling Shareholders, the BRLMs or the Registrar, by any Bidder or any fine or penalty imposed by SEBI or any other regulatory authority or court of law. The Escrow Collection Bank, the Public Offer Bank, the Refund Bank and the Sponsor Banks shall not in any case whatsoever use the amounts held in Anchor Investor Escrow Accounts and/or the Public Offer Account and/or Refund Account to satisfy this indemnity or any liability contemplated in this Clause incurred by them;
- (xxvi) The Escrow Collection Bank, Public Offer Account Bank and the Refund Bank will be entitled to act on instructions received from the BRLMs and/or the Registrar pursuant to this Agreement in accordance with Clause 12 and Clause 14 of this Agreement after due authentication of the signatures on the instructions with the specimen signatures. The Escrow Collection Bank shall act promptly on the receipt of such information/instruction within the time periods specified in this Agreement and under Applicable Law. If any of the instructions are not in accordance with or not in the form set out in this Agreement, the Escrow Collection Bank, Public Offer Account Bank and Refund Bank shall immediately notify the Company, the Selling Shareholders and each of the BRLMs;
- (xxvii) The Escrow Collection Bank shall support the Company and the Selling Shareholders in making any

regulatory filings in accordance with the foreign exchange laws in India, as may be required and promptly provide any documents as required by the Company and the Selling Shareholders in this regard as may be relevant to the Banker to the Offer;

- (xxviii) Following the transfer of the amounts from the Public Offer Account to the respective bank accounts of each of the Company and the Selling Shareholders, the Public Offer Account Bank shall provide to each of the Company and the Selling Shareholders and the BRLMs, a detailed statement of all amounts transferred to and from the Public Offer Account; and
- (xxix) The Escrow Collection Bank shall not be precluded by virtue of this Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the other Parties or any of their affiliates provided that such transactions or arrangements (by whatever name called) will (i) not be contrary to the provisions of this Agreement; (ii) not interfere in the Escrow Collection Bank discharging its obligations under this Agreement; and (iii) not pose a conflict of interest for the Escrow Collection Bank, in any manner whatsoever.

6.2 Each of the Sponsor Banks, jointly and severally, hereby undertakes and agrees that it shall perform all its duties and responsibilities as enumerated in the UPI Circulars, which shall include, without limitation, the following:

- (i) it shall, at all times, carry out its obligations hereunder diligently and in good faith and strictly in compliance with written instructions delivered pursuant to this Agreement and in accordance with Applicable Law;
- (ii) it shall provide the UPI linked bank account details of the relevant UPI Bidders to the Registrar for the purpose of reconciliation and act as a conduit between the Stock Exchanges and NPCI in order to send the UPI Mandate Requests and/or payment instructions of the UPI Bidders into the UPI and shall do a reconciliation of Bid requests received from the Stock Exchanges and sent to NPCI, Sponsor Banks shall ensure that all the Bids received from the Stock Exchange are sent to NPCI;
- (iii) it shall carry out adequate testing with stock exchanges prior to opening of the Offer to ensure that there are no technical issues;
- (iv) it shall process all the incoming Bid requests from NPCI and shall send the response to NPCI in real time;
- (v) it shall download the mandate related UPI settlement files and raw data files from NPCI portal on daily basis and shall undertake a three-way reconciliation with its UPI switch data, exchange data and the UPI raw data;
- (vi) it shall undertake a reconciliation of Bid responses received from NPCI and sent to the Stock Exchanges and shall ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description and shall send the response to NPCI in real time, if any;
- (vii) it shall undertake a final reconciliation of all Bid requests and responses in accordance with the UPI Circulars with the BRLMs in order to enable the BRLMs to share such report with SEBI within the timelines specified in the UPI Circulars
- (viii) on the Bid/ Offer Closing Date, after the closure of Offer, it shall share the consolidated data with the BRLMs in accordance with the UPI Circulars, in order to enable the BRLMs to share the consolidated data as on Bid/ Offer Closing Date (data obtained on daily basis) to SEBI within the timelines specified in the UPI Circulars;
- (ix) it shall, on the next Working Day after the Bid/ Offer Closing Date and not later than such time as may be specified under the UPI Circulars, after the closure of modification and mandate acceptance by Bidders, share the final consolidated data with the BRLMs in order to enable the BRLMs to share such data to SEBI within the timelines specified in the UPI Circulars;
- (x) it shall ensure that reconciliation steps to be done on daily basis (for UPI Mandates) is strictly adhered to in accordance with the UPI Circulars;

- (xi) it shall initiate UPI Mandate Requests on the relevant UPI Bidders, for blocking of funds equivalent to the Bid Amount, through NPCI, with their respective bank accounts basis the Bid details shared by the Stock Exchanges on a continuous basis, within the Bid/Offer Period. It shall ensure that intimation of such request is received by the relevant UPI Bidders;
- (xii) it shall share on a continuous basis the information regarding the status of the block requests with the Stock Exchanges, for the purpose of reconciliation;
- (xiii) it shall not accept Bid details from the Stock Exchange after the end of 1 (one) Working Day from the Bid/Offer Closing Date, provided such details are received from the Stock Exchanges within such time;
- (xiv) it shall, in case of revision of Bid, ensure that revised UPI Mandate Request is sent to the relevant UPI Bidder;
- (xv) within 1 (one) Working Day of the Bid/Offer Closing Date, it shall initiate request for the blocking of funds to the relevant UPI Bidders, within the specified time as per Applicable Law and prescribed procedure in this regard;
- (xvi) upon acceptance of the UPI Mandate Requests by the relevant UPI Bidder in his relevant mobile application, it will ensure the blocking of funds in the relevant UPI Bidder's bank account linked with his UPI ID, through the NPCI and the bank with whom such bank account of the relevant UPI Bidder is held;
- (xvii) the Sponsor Banks shall send the final certificate (reconciliation file) (confirmation of funds blocked) to the Registrar (which shall include UPI linked bank account details of the respective UPI Bidders), through the Stock Exchanges, within 2 (two) Working Days of the Bid/Offer Closing Date or such other time as may be prescribed under the Applicable Law;
- (xviii) after the approval of the Basis of Allotment by the Designated Stock Exchange and upon receipt of instructions from the Registrar in writing, it will give debit instructions and ensure transfer of funds (equivalent to the Allotments received) from the respective accounts of the relevant UPI Bidders, linked with their UPI IDs, to the Public Offer Account and to unblock the excess funds in the relevant UPI Bidder's bank account, in accordance with the SEBI ICDR Master Circular and SEBI RTA Master Circular, as applicable;
- (xix) it shall provide a confirmation to the Registrar once the funds are credited from the relevant UPI Bidder's bank account to the Public Offer Account;
- (xx) on receipt of the debit file from the Registrar, the Sponsor Banks shall raise the debit request from the relevant UPI Bidder's bank to transfer funds from the relevant UPI Bidder's bank account to the Public Offer Account and for unblocking of the excess funds in the relevant UPI Bidder's bank account;
- (xxi) it shall send details of statistics of mandate blocks/unblocks, performance of apps and UPI Handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the IPO bidding process to the e-mail address of Closed User Group ("CUG") entities periodically in intervals not exceeding 3 (three) hours. In case of exceptional events such as technical issues with UPI handles/PSPs/TPAPS/SCSB's etc., the same shall be intimated immediately to the CUG entities so as to facilitate the flow of information in the Offer process;
- (xxii) it shall execute the online mandate revoke file for non-Allottees/partial Allottees not later than 5 pm 1 (one) Working Day after the Basis of Allotment;
- (xxiii) it shall take relevant steps to ensure unblocking of funds within the time frame stipulated by SEBI (including the SEBI ICDR Master Circular and SEBI RTA Master Circular, as applicable) and shall co-ordinate with NPCI/Stock Exchanges on priority in case of any complaint with respect to unblocking/debits. It shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds and it will expeditiously resolve any investor grievances referred to it by any of the Company, the Selling Shareholders, the BRLMs, the Escrow Collection Bank or the Registrar to the Offer, provided however that in relation to complaints pertaining to blocking and unblocking of funds, investor complaints shall be resolved on

the date of receipt of the complaint by the Sponsor Banks. The Sponsor Banks shall communicate the status of such complaints with the Company, the Selling Shareholders and BRLMs till the same is resolved;

- (xxiv) it shall host a web portal for CUG entities from the Bid/Offer Opening Date till the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of apps and UPI handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the bidding process for this Offer;
 - (xxv) in cases of Bids by UPI Bidders, the Sponsor Banks shall inform the Stock Exchanges if the UPI ID mentioned in the Bid details, shared electronically by the Stock Exchanges, is not linked to a UPI 2.0 bank;
 - (xxvi) in accordance with BSE Circular No: 20220803-40 and NSE Circular No: 25/2022, each dated August 3, 2022, for all pending UPI Mandate Requests, it shall initiate requests for blocking offunds in the ASBA Accounts of relevant Bidders with a confirmation cut-off time of 5:00 pm on the Bid/Offer Closing Date;
 - (xxvii) it shall be responsible for discharging activities pursuant to the SEBI Regulations and UPI Circulars and shall also be liable for omissions and commissions of such responsibilities under this Agreement;
 - (xxviii) it shall provide all reasonable assistance to the BRLMs in order for the BRLMs to comply with the provisions of the SEBI ICDR Master Circular and the SEBI RTA Master Circular; and
 - (xxix) it agrees and acknowledges that the provisions of the SEBI ICDR Master Circular and the SEBI RTA Master Circular shall be deemed to be incorporated in this Agreement to the extent applicable.
- 6.3 The Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank agrees that the Escrow Accounts, Public Offer Account and Refund Account, as applicable, opened by it shall be no lien and non-interest bearing accounts and shall be operated in accordance with RBI circular dated May 2, 2011 (A. P. (DIR Series) Circular No. 58) and Applicable Law, provided that the Public Offer Account Bank expressly confirms that it will necessarily transfer the consideration of the non-Indian Selling Shareholders directly to their overseas bank account by way of outward remittance, the Public Offer Account Bank shall effect such transfer in accordance with applicable instructions received within the time period prescribed in this Agreement.
- 6.4 The Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks, will be entitled to act on instructions received from the BRLMs and/or the Registrar pursuant to this Agreement through e-mail, notwithstanding the fact that the signatures on the e-mail instructions cannot be authenticated, if the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank or the Sponsor Banks, as the case may be, has verified the authenticity of the instructions with the BRLMs and/or the Registrar, and has obtained a clear and legible copy of the instructions within 1 (one) Working Day.
- 6.5 The Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks are hereby authorized to comply with and obey all orders, judgments, decrees or writs entered or issued by any court, and in the event the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks obey or comply with any such order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to any other person or entity, by reason of such compliance, notwithstanding that it shall be determined that any such order, judgment, decree or writ be entered without jurisdiction or be invalid for any reason or be subsequently reversed, modified, annulled or vacated.
- 6.6 The Sponsor Banks shall be responsible for making payments to the third parties such as remitter banks, NPCI and such other parties as required in connection with the performance of its duties under the SEBI RTA Master Circular, this Agreement and other Applicable Law.
- 6.7 The Public Offer Account Bank shall coordinate with, and provide necessary information to, the authorized dealer/bank of the Selling Shareholders for the purpose of remittance of the relevant portion of the proceeds from the Public Offer Account to the Selling Shareholders' account, as may be required.
- 6.8 In the event all or any of the amounts placed in the Escrow Account, the Refund Account or the Public Offer Account shall be attached, garnished or levied upon pursuant to any court order, or the delivery thereof shall be stayed or enjoined by a court order, or any other order, judgment or decree shall be made or entered by any court

of competent jurisdiction affecting the Escrow Account, the Refund Account or the Public Offer Account, or any part thereof, or any act of the Escrow Collection Bank, the Refund Bank or the Public Offer Account Bank, as the case may be, the Escrow Collection Bank, the Refund Bank or the Public Offer Account Bank agree to promptly notify all the Parties.

- 6.9 In respect of any communications that are to be provided by the Parties to the Escrow Collection Bank in accordance with this Agreement, the Escrow Collection Bank shall be entitled to rely upon the contents of such communications as being true and the Escrow Collection Bank shall not be liable to any Party in the event of the contents of such communications being false or incorrect in any manner whatsoever.
- 6.10 Subject to Clause 6.2 above, the Parties agree that Escrow Collection Bank is acting in its capacity as an escrow agent only and shall not be otherwise deemed to act as a trustee or as an adviser or a fiduciary to the Parties in the performance of its obligations under the Agreement.
- 6.11 The Escrow Collection Bank shall not act in contravention of any Applicable Law.
- 6.12 The Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank will supervise and monitor the activities of their Correspondent Bank(s), in connection with the Offer and shall ensure that such Correspondent Bank(s) comply with all the terms and conditions of this Agreement. The Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank shall be liable for any breach of the terms and conditions of this Agreement by their Correspondent Bank(s).
- 6.13 Any act to be done by the Escrow Collection Bank shall be done only on a Working Day, during Banking Hours, and in the event that any day on which the Escrow Collection Bank is required to do an act under the terms of this Agreement is not a Working Day or the instructions from the BRLMs, the Selling Shareholders or the Company are received after Banking Hours, then the Escrow Collection Bank shall do those acts on the next succeeding Working Day.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY AND SELLING SHAREHOLDERS

- 7.1 The duties of the Company shall be as set out below:
 - (a) The Company shall, in consultation with the BRLMs, immediately take all necessary steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares on each of the Stock Exchanges within such period from the Bid/Offer Closing Date as specified under Applicable Law, the Company shall take reasonable efforts to ensure that the Registrar instructs the Escrow Collection Bank and Refund Bank of the details of the refunds to be made to, the Bidders or the Underwriters, as the case may be.
 - (b) The Company shall take reasonable efforts to ensure that the Registrar instructs the Escrow Collection Bank to transfer the Surplus Amount to the Refund Account and subsequently, the Refund Bank refunds the Surplus Amount to the Anchor Investors, and instruct SCSBs (through Sponsor Banks, in case of UPI Bidders) to unblock the ASBA Accounts.
 - (c) The Company, along with the Bankers to the Offer and with assistance of Members of the Syndicate ensure that the Registrar, shall redress all Offer related grievances and in compliance with Applicable Law, arising out of any Bid.
 - (d) The Company shall make the RoC Filings, within the timelines prescribed by Applicable Law, and shall intimate the BRLMs and the Registrar of the date of the RoC Filings immediately thereafter.
- 7.2 The Selling Shareholders, with respect to themselves and their respective portion of the Offered Shares, shall provide reasonable support to the Company and the BRLMs to ensure that the STT in respect of the sale of Equity Shares by the Selling Shareholders pursuant to the Offer for Sale shall be payable and paid in accordance with Clause 3.2.4.2 of this Agreement.
- 7.3 The Company and the Selling Shareholders hereby severally and not jointly, agree that the aggregate amount of commission payable to the Registered Brokers in relation to the Offer as calculated by the Registrar shall be deposited by the Company (on behalf of itself and the Selling Shareholders) with the Stock Exchanges prior to the receipt of the final listing and trading approvals. The final payment of commission to the Registered Brokers shall be made by the Stock Exchanges.

- 7.4 Each Selling Shareholders shall provide reasonable support and cooperation as required under Applicable Law in this respect to the extent such reasonable support and cooperation is in relation to it and its respective portion of the Offered Shares. The Selling Shareholders have authorized the Company to take all actions in respect of the Offer for, and on its behalf in accordance with Section 28(3) of the Companies Act.

8. REPRESENTATIONS AND WARRANTIES AND COVENANTS

- 8.1 The Company and the Selling Shareholders hereby jointly and severally, represent, warrant, undertake and covenant to each of the BRLMs, as of the date hereof, and as of the dates of each of the Red Herring Prospectus, the Prospectus, Allotment, Bid/ Offer Period and until the commencement of trading of the Equity Shares on the Stock Exchanges, that:

- (a) This Agreement has been duly authorized, executed and delivered by the Company and consequently is and will be 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, does not and will not conflict with, result in a breach or violation of, or contravene (i) any provision of Applicable Laws; or (ii) the constitutional documents of the Company; or (iii) any agreement indenture, mortgage, deed of trust, loan or credit arrangement, note or other instrument to which the Company is a party or by which it may be bound, or result in the acceleration of repayments or result in imposition of any pre-emptive rights, liens, non-disposal undertakings, mortgages, charges, pledges, security interests, defects, claim, trusts or any other encumbrance or any covenant, transaction, condition or arrangement in the nature of encumbrance, by whatever name called, whether executed directly or indirectly, or any restriction on the free and marketable title, whether executed directly or indirectly, or transfer restrictions, both present and future (“**Encumbrances**”) on any property or assets of the Company, or any Equity Shares or other securities of the Company), or (iv) any notice or communication, written or otherwise, issued by any third party to the Company with respect to any indenture, loan, credit arrangement or any other agreement to which it is a party or is bound;
- (b) No Encumbrance shall be created or exist over the Escrow Account, the Public Offer Account, Refund Account or the monies deposited therein; and
- (c) Subject to Clause 3.2.4.2, the Company shall not have recourse to any proceeds of the Offer, including any amounts in the Public Offer Account, until the final listing and trading approvals from the Stock Exchanges have been obtained.

It shall pay stamp duty on the issue of Equity Shares, and the stamp duty shall be payable in accordance with Applicable Laws.

- 8.2 (i) Each of the Selling Shareholders hereby, represents, warrants, undertakes and covenants to each of the BRLMs as of the date hereof, and as of the dates of each of the Red Herring Prospectus, the Prospectus, Allotment, and commencement of trading of the Equity Shares on the Stock Exchanges, the following in respect of itself, its respective portion of the Offered Shares and the Offer as applicable.
- (a) Subject to Applicable Law, the Selling Shareholders shall not have recourse to their respective portion of proceeds of the Offer, including any amounts in the Public Offer Account, until the final listing and trading approvals from the Stock Exchanges have been obtained.
 - (b) This Agreement has been duly authorized, executed and delivered by the Selling Shareholders and consequently is and will be a valid and legally binding instrument, enforceable against the Selling Shareholders in accordance with their respective terms. The execution and delivery by the Selling Shareholders, and the performance by them, of their respective obligations (if any) under this Agreement, do not and will not contravene, violate or result in a breach or default (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) under (i) any provision of Applicable Laws; (ii) the memorandum of association or articles of association of the Company, if applicable; (iii) any agreement indenture, mortgage, deed of trust, loan or credit arrangement, note or other instrument to which the Company is a party or by which it may be bound, or to which any of their property or assets is subject (or result in the acceleration of repayments or in the imposition of Encumbrances on any property or assets of the Company, or any Equity Shares or other securities of the Company); or (iv) any notice or communication, written or otherwise, issued by any third party to the

Selling Shareholders with respect to any indenture, loan, credit arrangement or any other agreement to which such Selling Shareholder is a party or is bound.

8.3 The Registrar, Escrow Collection Bank/the Public Offer Account Bank/ Refund Bank/ Sponsor Banks, in their respective capacities, represent, warrant, undertake and covenant that:

- (a) This Agreement constitutes a valid, legal and binding obligation on their respective parts enforceable against the respective parties in accordance with the terms hereof;
- (b) The execution, delivery and performance of this Agreement and the Assignment does not and will not contravene or constitute a breach of: (a) any Applicable Law, (b) the constitutional documents of such Party, (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets or to which any of its property or assets is subject or which may result in imposition of any Encumbrances and no consent, approval, authorization or order of, or qualification with, any Governmental Authority is required for the performance by the Company of its obligations under this Agreement, except as has been obtained or shall be obtained prior to completion of the Offer, or (d) or any judgement, decree of any governmental or regulatory body, administrative agency, arbitrator or court or other authority having jurisdiction over it; and
- (c) it has been granted a UPI certification as specified in the SEBI RTA Master Circular with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification; and
- (d) No mortgage, charge, pledge, lien, trust, or any other security interest or other Encumbrance shall be created or exist over the Escrow Accounts, the Public Offer Account, Refund Account or the monies deposited therein.

8.4 Each of the Sponsor Banks specifically represents, warrants, undertakes and covenants for itself to the BRLMs, the Company and each of the Selling Shareholders that:

- (a) it has been registered with the SEBI as a 'banker to an issue' in terms of the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended and has been granted a UPI certification as specified in the UPI Circulars with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification;
- (b) it has conducted a mock trial run of the systems necessary to undertake its obligations as a Sponsor Bank, as specified by the UPI Circulars and other Applicable Law, with the Stock Exchange and the registrar and transfer agents;
- (c) it has been granted a UPI certification as specified in the UPI Circulars with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification;
- (d) its information technology systems, equipment and software (i) operate and perform in all material respects in accordance with their documentation and functional specifications; (ii) have not materially malfunctioned or failed in the past, including in the course of discharging obligations similar to the ones contemplated herein; (iii) are free of any viruses, or other similar undocumented software or hardware components that are designed to interrupt use of, permit unauthorized access to, or disable, damage or erase, any software material to the business of the Sponsor Bank; and (iv) are the subject of commercially reasonable backup and disaster recovery technology processes consistent with industry standard practices;
- (e) it has certified to the SEBI about its readiness to act as a sponsor bank and for inclusion of its name in the SEBI's list of sponsor banks, as per the format specified in the UPI Circulars and that there has been no adverse occurrences that affect such confirmation to the SEBI; and
- (f) it is compliant with Applicable Law and has in place all necessary infrastructure in order for it to undertake its obligations as a sponsor bank, in accordance with this Agreement, UPI Circulars and Applicable Law.

8.5 Each of the Bankers to the Offer represents, warrants, undertakes and covenants for itself to the BRLMs, the Company and the Selling Shareholders that it is a scheduled bank as defined under the Companies Act and that SEBI has granted it a 'Certificate of Registration' to act as banker to the issue in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended or clarified from time to

time, and such certificate is and, until completion of the Offer, will be valid and in existence and that the Escrow Collection Bank/the Public Offer Account Bank/ Refund Bank/ Sponsor Banks, in their respective capacities shall and, until completion of the Offer, will be entitled to carry on business as Banker to the Offer under the Securities and Exchange Board of India Act, 1992 and other Applicable Law. Further, the Bankers to the Offer confirm that it has not violated any of the conditions subject to which such registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI or any other Governmental Authority which will affect the performance of its obligations under this Agreement and that it is not debarred or suspended from carrying on any activities by SEBI or any other Governmental Authority such that such debarment or suspension will affect the performance of its obligations under this Agreement. It shall abide by the SEBI ICDR Regulations, any rules, regulation or by-laws of the Stock Exchanges, code of conduct stipulated in the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended, and the terms and conditions of this Agreement.

- 8.6 The Escrow Collection Bank confirms that it shall identify the branches for collection of application monies, in conformity with the guidelines issued by SEBI from time to time.
- 8.7 Each of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks further represents and warrants, on behalf of itself and their Correspondent Banks, to the BRLMs, the Company and the Selling Shareholders that it has the necessary competence, facilities and infrastructure to act as an Escrow Collection Bank, the Public Offer Account Bank, Refund Bank or Sponsor Bank as the case may be, and discharge its duties and obligations under this Agreement.
- 8.8 The Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank/ Sponsor Banks and the Registrar to the Offer shall extend all co-operation and support to the BRLMs in identifying the relevant intermediary which is responsible for delay in unblocking of amounts in the ASBA Accounts exceeding ~~two~~ Working Days from the Bid/Offer Closing Date or such other time as may be prescribed under the Applicable Law.
- 8.9 None of the Registrar, the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks, their Affiliates, nor any of their respective directors, officers, employees, agents, or representatives, or any other person associated with or acting on behalf of any of the foregoing has, directly or indirectly, taken or failed to take or will take or fail to take any action, or made or will make offers or sales of any security, or solicited offers to buy any security, or otherwise negotiated in respect of any security, under circumstances that would require the registration of the Equity Shares under the U.S. Securities Act.

9. INDEMNITY

- 9.1 In the event the Escrow Collection Bank or the Public Offer Account Bank or the Refund Bank or the Sponsor Banks cause any delay or failure in the implementation of any instructions, as per the terms of this Agreement, or any breach or alleged breach, gross negligence, fraud, bad faith, misconduct or default in respect of their respective obligations or representations set forth herein, they shall be liable for all claims, delay, losses (including reputational losses), actions, causes of action, suits, proceedings (including reputational damage), demands, liabilities, proceedings, claims for fees, damages, costs, interest costs, charges, penalties, misappropriations, and expenses (including without limitation, interest, penalties, attorneys' fees, accounting fees, losses arising from difference or fluctuation in exchange of currencies) resulting from such delay or failure or such breach or alleged breach, negligence, fraud, misconduct or default and loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default committed by the Bankers to the Offer as per the terms of this Agreement or Applicable Law. Each of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks, severally and not jointly, hereby indemnify and agree to hold harmless, and shall keep, the Company, the Selling Shareholders, each of the Members of the Syndicate and the Registrar and their respective Affiliates, Correspondent Bank (if any), and their respective management, managers, directors, officers, employees, successors, permitted assigns, shareholders, advisors, representatives, agents, partners, controlling persons, their respective Affiliates, sub-Syndicate members, if any, (each such person, the **"Indemnified Parties"**) fully indemnified, at all times and at its own cost, from and against any and all claims, actions, losses, interests, damages, demands, penalties, liabilities, costs, charges, expenses, suits, or proceedings 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, responding to or defending any actions, claims, allegations, investigations, inquiries, suits or proceedings instituted and proceedings against or incurred (individually, a **"Loss"** and collectively, **"Losses"**) instituted against or incurred by any Indemnified Parties relating to or resulting from any act or omission of the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Banks or any delay or failure in the

implementation of instructions or from their own insolvency, breach, alleged breach, gross negligence or misconduct, bad faith, illegal or fraudulent acts in the performance of its or their Correspondent Bank(s)', if any, obligations and duties under this Agreement, and/or act or omission, gross negligence, misconduct or wilful default in performing their duties and responsibilities or any breach or alleged breach of its representations and warranties under this Agreement or for the Offer, including without limitation, against any fine or penalty imposed by SEBI or any other Governmental Authority and for any cost, charges and expenses resulting directly or indirectly from any delay in performance/non-performance of its obligations under this Agreement or in relation to any claim, demand, suit or other proceeding instituted against any of the Indemnified Parties, made by any Bidder or any other Party or any fine or penalty imposed by SEBI or any other regulatory, statutory, judicial, quasi-judicial, administrative, governmental authority arising out of or in relation to the breach and/or gross negligence and/or misconduct and/or wilful default, bad faith, illegal or fraudulent acts in the performance of the obligations, responsibilities and duties under this Agreement of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks. The Escrow Collection Bank, the Refund Bank, the Public Offer Account Bank shall not in any case whatsoever use any amounts held in the Escrow Accounts, the Public Offer Account and the Refund Account, respectively, to satisfy this indemnity in any manner whatsoever.

It is understood that the liability of each of the Banker to the Offer to release the amounts lying in the Escrow Accounts, the Public Offer Account and the Refund Account, respectively, and Sponsor Banks' liability to transfer or unblock the amounts lying in the ASBA Accounts under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any Governmental Authority, including the SEBI and the courts of competent jurisdiction in India, unless, there is a specific order from such Governmental Authority, including the SEBI or courts of competent jurisdiction to that effect and unless such order is furnished to the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Banks, as applicable, by the Party concerned.

- 9.2 The Registrar hereby unconditionally and irrevocably undertakes and agrees to indemnify and keep indemnified other Parties hereto, shall indemnify and hold harmless, and shall keep the Company, the Selling Shareholders, each of the Members of the Syndicate and their respective Affiliates, Correspondent Bank, if any, and their respective management, managers, directors, officers, employees, successors, permitted assigns, shareholders, employees, advisors, representatives, agents, advisors, controlling persons, their respective Affiliates, sub-Syndicate Members, ("**Indemnifying Parties**") if any, of the Indemnifying Parties being untrue, incomplete or incorrect in any respect, or arising out of, or in connection with any : (i) any breach or alleged breach or delay, warranty or undertaking, misrepresentation, or any of the representations, failure error, omission, gross negligence, wilful default, bad faith, fraud or misconduct by the Registrar in performing its duties and responsibilities or its representations and warranties, provision of any law, terms and conditions set out under this Agreement and the Registrar Agreement and any other document detailing the duties and responsibilities of the Registrar to the Offer related to the Offer, or any failure, delay, violation or alleged violation, bad faith, deficiency, default, error or breach or alleged breach of any provision of laws, regulation or order of any court or Governmental Authority, including, without limitation, against any fine or penalty imposed by the SEBI or any other Governmental Authority, regulatory, statutory, judicial, quasi-judicial, administrative authority or court of law, any loss that such other Party may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned RTGS/NEFT/direct credit instructions, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory, statutory, judicial, quasi-judicial, administrative or Governmental Authority or court of law; (ii) any delays in supplying accurate information for processing refunds or unblocking of excess amount in the ASBA Accounts; (iii) any claim by or proceeding initiated by any statutory, regulatory or Governmental Authority under any Applicable Law on any matters related to the transfer of funds by the Escrow Collection Bank, Public Offer Account Bank or the Refund Bank or SCSBs or Sponsor Banks hereunder; (iv) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange; (v) misuse of scanned signatures of the authorized signatories by the Registrar; (vi) wrongful rejection of Bids; (vii) misuse of the refund instructions or of negligence in carrying out the refund instructions; (viii) rejection of Bids due to incorrect bank/branch account details and non-furnishing of information regarding the Bidder available with the Registrar or any wrongful rejection of bids or rejection on technical grounds.
- 9.3 Additionally, the Registrar shall indemnify and hold harmless the BRLMs, their respective Affiliates, and their management, directors, employees, officers, shareholders, successors, permitted assigns, representatives, advisors and agents at all times from and against any Losses relating to or resulting from any (actual or alleged) failure by the Registrar in performing its duties and responsibilities in accordance with the SEBI ICDR Master Circular and SEBI RTA Master Circular, as applicable, including but not limited to, delay in resolving any investor grievances received in relation to the Offer.

- 9.4 The Selling Shareholders, shall indemnify and hold harmless each of the Indemnified Parties at all times, from and against any and all Losses to which such Indemnified Party may become subject in so far as such Losses are consequent upon or arising, directly or indirectly, out of or in connection with or with respect to any taxes (including interest and penalties) payable by the Selling Shareholders, including STT, pursuant to the Offer. The Selling Shareholders shall reimburse any Indemnified Party for all expenses (including, without limitation, any legal or other expenses and disbursements) 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.

For the avoidance of doubt, it is hereby clarified that in the event the BRLM Indemnified Person claims the indemnity as set out in the Offer Agreement, such BRLM Indemnified Person shall not have recourse to the indemnity provided under Clause 9.3 of this Agreement. The members of the Syndicate shall not be liable in any manner whatsoever for any failure or delay on the part of any relevant intermediary (as determined by the BRLMs, in their sole discretion) to discharge their obligations under the UPI Circulars, including to compensate Bidders for a delay in unblocking of Bid Amount. The Company shall be liable to pay interest for any delays in refunds of application monies as may be applicable under the Companies Act or any other Applicable Law. The remedies provided for in this Clause 9 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Parties under this Agreement or at law or in equity and/or otherwise.

- 9.5 Notwithstanding anything stated in this Agreement, the maximum aggregate liability of each BRLM (whether under contract, tort, law or otherwise) shall not, exceed the fees (excluding any commission, net of expenses, taxes and out of pocket expenses) actually received (excluding any pass through) by such BRLM for the portion of services rendered by it under this Agreement, the Offer Agreement and the Fee Letter.

10. TERM AND TERMINATION

- 10.1 Subject to the termination of this Agreement in accordance with Clause 10.2, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Banks, in the following circumstances:

- (a) In case of the completion of the Offer in terms of Clause 3.2.4, when the appropriate amounts from the Escrow Accounts are transferred to the Public Offer Account and/or the Refund Account, as applicable and any Surplus Amounts are transferred to the applicable Bidders from the Refund Account and the amounts lying to the credit of the Public Offer Account are transferred in accordance with this Agreement and in relation to the Sponsor Banks, when the appropriate amounts from the ASBA Accounts are transferred to the Public Offer Account or unblocked in the relevant ASBA Account in accordance with the instructions of the Registrar to the Offer. However, notwithstanding the termination of this Agreement: (i) the Registrar in coordination with the Escrow Collection Bank and Sponsor Bank shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the BRLMs and the Selling Shareholders in accordance with Applicable Law and terms and conditions of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, and (ii) the Refund Bank shall be liable to discharge their duties as specified under this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum and under Applicable Law.
- (b) In case of the occurrence of an Event of Failure, when the amounts in the Escrow Accounts/the Public Offer Account/Refund Account, as applicable are refunded to the Bidders or Underwriters, as applicable, in accordance with the Red Herring Prospectus, the Preliminary Offering Memorandum, the Prospectus and the Offering Memorandum and applicable provisions of the SEBI ICDR Regulations, other Applicable Law and this Agreement.

Further, this Agreement shall automatically terminate upon termination of the Fee Letter in relation to the Offer.

10.2 Termination by Parties

10.2.1 *Termination by the Company and the Selling Shareholders*

This Agreement may be terminated by the Company or the Selling Shareholders with prior written intimation to the BRLMs, in the event of fraud, negligence or misconduct, breach (including alleged breach) or default on the part of any of the Bankers to the Offer or any breach of Clause 8 above. Such termination shall be effected

by a prior notice of not less than 2 (two) weeks in writing to all the other Parties, and shall come into effect only if and when (i) the Company and each of the Selling Shareholders simultaneously appoint, in consultation with the BRLMs, a substitute escrow collection bank/refund bank/public offer account bank/sponsor bank of equivalent standing, (ii) the substitute escrow collection bank, the public offer account bank and/or refund bank and/or sponsor bank has entered into an agreement, substantially in the form of this Agreement, with the Company, the Selling Shareholders, the BRLMs, the remaining escrow collection bank, public offer account bank, refund bank and sponsor bank, if any, and the Registrar, and (iii) the transfer of the Bid Amounts or other monies lying to the credit of the Escrow Account, the Public Offer Account and/or Refund Account to the substituted escrow account/ the public offer account/ refund account opened with the substitute escrow collection bank/public offer account bank/refund bank has been completed. The erstwhile Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank shall continue to perform all duties and obligations in terms of this Agreement until such time that the substitute escrow collection bank/ refund bank/ public offer account bank/ sponsor bank is appointed and monies lying to the credit of the Escrow Account, the Public Offer Account and/ or Refund Account have been transferred to the substituted escrow account/ the public offer account/ refund account opened with the substitute escrow collection bank/ public offer account bank/ refund bank, subsequent to which the termination of this Agreement becomes effective. Accordingly, the erstwhile Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank shall be liable for all actions or omissions until such termination becomes effective and transfer of the Bid Amounts or other monies lying to the credit of the Escrow Account, the Public Offer Account and/or Refund Account to the substituted escrow collection bank/ public offer account bank/ refund bank. For the avoidance of doubt, under no circumstances shall the Company and the Selling Shareholders be entitled to the receipt of or benefit of the amounts lying in the Escrow Accounts/Public Offer Account or Refund Account, save in accordance with provisions of Clause 3.2.4. The Company and each of the Selling Shareholders may in consultation with the BRLMs appoint a new escrow collection bank, a public offer account bank, sponsor bank or refund bank or designate the existing Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank or the Sponsor Bank as a substitute for the retiring Escrow Collection Bank/ Public Offer Account Bank/Sponsor Bank/ Refund Bank within 14 (fourteen) days of the termination of this Agreement as aforesaid.

10.2.2 *Resignation by Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Bank*

Until 21 (twenty-one) days before the Bid/Offer Opening Date, Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Banks shall be entitled to resign from their obligations under this Agreement in respect of itself. Such resignation shall be effected by a prior written notice of not less than 14 (fourteen) days in writing to all the other Parties and shall come into effect if and only when the Company and the Selling Shareholders, in consultation with the BRLMs, appoints substitute escrow collection bank/ public offer account bank/ refund bank/sponsor bank of equivalent standing, (ii) the substitute escrow collection bank, the public offer account bank and/or refund bank and/or sponsor bank has entered into an agreement, substantially in the form of this Agreement, with the Company, the Selling Shareholders, the BRLMs, the remaining escrow collection bank, public offer account bank, refund bank and sponsor bank, if any, and the Registrar, and (iii) the transfer of the Bid Amounts or other monies lying to the credit of the Escrow Account, the Public Offer Account and/or Refund Account to the substituted escrow account/ the public offer account/ refund account opened with the substitute escrow collection bank/public offer account bank/refund bank has been completed. The resigning Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Bank shall continue to be bound by the terms of this Agreement and the duties and obligations contained herein, and shall continue to be liable for any and all of its actions undertaken and omissions done prior to the resignation becoming effective. The erstwhile Escrow Collection Bank/ Public Offer Account Bank/Refund Bank/Sponsor Bank shall continue to be responsible for the obligations until such resignation is effective. The Banker to the Offer may resign from their respective obligations under this Agreement at any time after collection of any Bid Amount, but only by mutual agreement with the BRLMs, the Company and the Selling Shareholders, and subject to the receipt of necessary permissions from the SEBI or any other Governmental Authorities. Any such resignation from the respective Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank or the Sponsor Bank shall not terminate this Agreement vis-à-vis Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank or the Sponsor Bank, who have not resigned, as applicable.

10.2.3 *Termination by Registrar*

The Registrar may terminate this Agreement only with the prior written consent of all other Parties.

10.2.4 *Termination by the Book running Lead Managers*

10.2.4.1 Notwithstanding anything contained in this Agreement, the members of the Syndicate may, at its sole

discretion terminate this Agreement, individually or jointly, upon service of written notice to the other Parties if, after the execution and delivery of this Agreement and on or prior to the Allotment of the Equity Shares pursuant to the Offer.

- (a) if any of the representations, warranties, undertakings, declarations or statements made by any of the Company, its Directors, its Promoters, in the Offer Documents or this Agreement, as applicable, or otherwise in relation to the Offer, are determined by the BRLMs in their sole discretion to be incorrect, untrue or misleading either affirmatively or by omission;
- (b) if there is any non-compliance or breach or alleged non-compliance or breach by any of the Company, Directors, Promoters, Promoter Group, Key Management Personnel of Applicable Law with respect to the Offer or their respective obligations, representations, warranties or undertakings under this Agreement or any of the other Transaction Agreements;
- (c) in the event that:
 - (i) trading generally on any of BSE Limited, the National Stock Exchange of India Limited, the London Stock Exchange, the New York Stock Exchange, the stock exchanges in Singapore or Hong Kong or the NASDAQ Global Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, 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, the National Association of Securities Dealers, Inc. 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, Singapore, Hong Kong or any member of the European Union or with respect to the Clearstream or Euroclear systems in Europe or in any of the cities of Mumbai, Kolkata, Chennai or New Delhi;
 - (ii) there shall have occurred any material adverse change in the financial markets in India, the United States, United Kingdom, Hong Kong, Singapore and any member of the European Union or the international financial markets, any outbreak of hostilities or terrorism or escalation thereof or any new pandemic or escalation of an existing pandemic 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 BRLMs impracticable or inadvisable to proceed with the offer, sale or delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;
 - (iii) 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 or the Selling Shareholders 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 Indian governmental, regulatory or judicial authority, that, in the sole judgment of the BRLMs, is material and adverse and that makes it, in the sole judgment of the BRLMs, impracticable or inadvisable to proceed with the offer, sale or delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;
 - (iv) the commencement of any action or investigation against the Company, its Directors, its Promoters, Affiliates by any regulatory or statutory authority or in connection with the Offer, an announcement or public statement by any regulatory or statutory authority of its intention to take any such action or investigation which in the sole judgment of the BRLMs, makes it impracticable or inadvisable to market the Offer, or to enforce contracts for the allotment of Equity Shares on the terms and manner contemplated in the Agreement;
 - (v) a general banking moratorium shall have been declared by Indian, United Kingdom, United States Federal, Hong Kong, Singapore, English, European or New York State

Authorities.

- (vi) 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 Promoter 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 BRLMs, make it impracticable or inadvisable to proceed with the Offer, sale or delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents or to enforce contracts for the issue and allotment of Equity 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;
 - (vii) if the Offer is withdrawn or abandoned for any reason prior to filing of the Red Herring Prospectus with the RoC;
 - (viii) there shall have occurred any Material Adverse Change in the sole judgement of the BRLMs at any time;
 - (ix) the Company and / or the Selling Shareholders approve a decision or make a declaration to withdraw and / or cancel the Offer at any time after the Bid / Offer Opening Date until the Designated Date; or
- 10.3 Notwithstanding anything stated above, each BRLMs may, at its sole discretion, unilaterally terminate this Agreement in respect of itself immediately by notice in writing to the Company and the Selling Shareholders, if, at any time prior to the Closing Date, any of the representations, warranties, covenants, declarations, statements agreements or undertakings of the Escrow Collection Bank, Public Offer Account Banks, the Refund Bank, Sponsor Banks and/or Registrar in this Agreement are or are found to be incorrect or there is any material non-compliance by the Escrow Bank, Public Offer Account Banks, the Refund Bank, Sponsor Banks and/or Registrar of Applicable Law.
- 10.4 Subject to the foregoing, any of the BRLMs in respect of itself (with regard to its respective obligations pursuant to this Agreement) may terminate this Agreement, with or without cause, on giving 15 (fifteen) 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 BRLMs terminated only in accordance with the terms of the Underwriting Agreement.
- 10.5 The termination of this Agreement or the Fee Letter in respect of a BRLM, shall not mean that this Agreement is automatically terminated in respect of any of the other BRLM or Selling Shareholders and shall not affect the rights or obligations of the other BRLMs ("**Surviving BRLMs**") under this Agreement and the Fee Letter, and this Agreement and the Fee Letter shall continue to be operational among the Company, the Selling Shareholders and the surviving BRLM.
- 10.6 This Agreement shall automatically terminate: (a) if the Offer Agreement or the Underwriting Agreement (if and when executed), is terminated in accordance with its terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or Governmental Authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account; or (b) expiry of 12 (twelve) months from the date of the final observations from SEBI in relation to the Offer.

11. **ARBITRATION**

- 11.1 Notwithstanding anything contained in this Agreement, in the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or the work order or any non-contractual obligations arising out of or in connection with the Agreement or the work order (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of 30 (thirty) days after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the master circular for online resolution of disputes in the Indian securities market dated December 28, 2023 bearing reference number SEBI/HO/OIAE_IAD-3/P/CIR/2023/195

and any subsequent circulars or notifications issued by SEBI in this regard (“SEBI ODR Circulars”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

11.2 Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in Clause 11.1.

11.3 Subject to Clause 11.1, the arbitration shall be conducted as follows:

- a) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIA Rules**”). The MCIA Rules are incorporated by reference into this Clause 11 and capitalized terms used in this Clause 11 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;
- b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
- c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of 10 (ten) Working Days from the date of written notice issued under Clause 11.1 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) Working Days of the receipt of the second arbitrator’s confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Council of Arbitration of the MCIA. In the event that there are more than 2 (two) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least 5 (five) years of relevant experience in the area of securities and/or commercial laws;
- d) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the work order;
- e) the arbitrators shall use their best efforts to produce a final and binding award within 12 (twelve) months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;
- f) the arbitration award shall state the reasons in writing on which it was based;
- g) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
- h) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
- i) the arbitrators shall have the power to award interest on any sums awarded;
- j) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
- k) nothing in this Clause 11 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended (“**Arbitration Act**”), and each Party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum

12. NOTICES

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 recorded delivery to or left 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.

In the event the written instructions to the Bankers to the Offer by the BRLM and/or the Company are communicated through electronic mail ('e-mail')/ facsimile, the Bankers to the Offer shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis.

If to the Company:

SS Retail Limited

399, E, Basant Bahar Road,
Ratikmal Complex, Shop 6-7,
Kolhapur – 416 003,
Maharashtra, India.

E-mail: compliance@ssmobile.com

Attn: Mr. Kishor Babaso Hupare

If to the Book Running Lead Managers

Anand Rathi Advisors Limited

11th Floor, Times Tower
Kamla City, Senapati Bapat Marg, Lower Parel
Mumbai - 400013, Maharashtra, India

Email: ssrl.ipo@rathi.com

Attn: Mr. Samir Bahl, CEO Investment Banking

Emkay Global Financial Services Limited

7th Floor, The Ruby, Senapati Bapat Marg,
Dadar – West, Mumbai - 400 028,
Maharashtra, India

Email: ssretail.ipo@emkayglobal.com

Attn: Mr. Yatin Singh

If to Selling Shareholders:

If to the Promoter Selling Shareholders:

Siddharth Gunvant Shah

Address: 126, "PALLAVI", Near Tower Garden,
Ruikar Colony, Kolhapur 416005

Email: siddharth.shah@ssmobile.com

Deepa Siddharth Shah

Address: 126, "PALLAVI", Near Tower Garden,
Ruikar Colony, Kolhapur 416005

Email: deepa.shah@ssmobile.com

Harshal Kishor Parekh

Address: 704/705, HR-3 Punya Pravah Society,
Nr. Wiins Hospital, Nagala Park, Kolhapur,
Maharashtra 416003

Email: harshal.parekh@ssmobile.com

Bhavini Harshal Parekh

Address: 704/705, HR-3 Punya Pravah Society,
Nr. Wiins Hospital, Nagala Park, Kolhapur,
Maharashtra 416003

Email: bhaviniparekh@ssmobile.com

If to the Other Selling Shareholder:

Rakhi Narendra Firodia

Address : Banglow No. 5 Shobha Sadan, Aurangabad Road,
DSP Chowk, Ahmadnagar 414001, Maharashtra
Email: narendrafirodia@gmail.com

If to the Refund, Public Issue & Sponsor Bank:**Axis Bank Limited**

Ground Floor, 1004/17,"a" ward,
Ramkrishna Sankul, New Mahadwar Road,
Near Padmaraje High School,
Kolhapur, Maharashtra 416 012
Telephone number: 91 97651 54511
E-mail: NewMahadwarRoad.Branchhead@axis.bank.in
Website: https://www.axis.bank.in
Contact Person: Pravin Desai
SEBI Registration Number: INBI00000017
Corporate Identity Number (CIN): L65110GJ1993PLC020769

ICICI Bank Limited

5th Floor,
HT Parekh Marg,
Backbay Reclamation,
Churchgate, Mumbai – 400 020
Telephone number: +91-22-22859911 / 924/923
E-mail: ipocmg@icici.bank.in
Website: www.icici.bank.in
Contact Person: Mr. Varun Badai
SEBI Registration Number: INBI000000004
Corporate Identity Number (CIN): L65190GJ1994PLC021012

If to the Syndicate Members:**Anand Rathi Share and Stock Brokers Limited**

Express Zone, A Wing, 10th Floor,
Western Express Highway, 70, Goregaon (East),
Mumbai - 400 063, Maharashtra, India
Telephone number: 022 6281 7000
E-mail: Tarakshah@rathi.com
Attn: Mr. Tarak Shah

Emkay Global Financial Services Limited

7th Floor, The Ruby, Senapati Bapat Marg,
Dadar – West, Mumbai - 400 028,
Maharashtra, India
Email: ssretail.ipo@emkayglobal.com
Attn: Mr. Anil Jagtap

If to the Registrar:**KFin Technologies Limited**

Selenium, Tower B, Plot No. 31 and 32,
Gachibowli, Financial District, Nanakramguda,
Serilingampally, Hyderabad - 500 032, Telangana, India
Email: ssretail.ipo@kfintech.com/ Einward.ris@kfintech.com
Attn: M Murali Krishna

13. THIRD PARTY BENEFITS

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.

14. SPECIMEN SIGNATURES

The specimen signatures of the Company, the BRLMs, the Selling Shareholders, Syndicate Members and the Registrar for the purpose of instructions to the Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and the Sponsor Banks as provided herein as **Schedule X**, will be provided to the Bankers to the Offer before the Bid/Offer Opening Date. It is further clarified that any of the signatory(ies) as per **Schedule X** can issue instructions as per the terms of this Agreement.

15. GOVERNING LAW AND JURISDICTION

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 the competent courts at Mumbai, India shall have sole and exclusive jurisdiction in all matters over any interim and/or appellate reliefs arising out of arbitration pursuant to Clause 11 (*Arbitration*) of this Agreement.

16. CONFIDENTIALITY

- 16.1 Each of the Banker to the Offer and the Registrar shall keep all information shared by the other Parties during the course of this Agreement, confidential, for a period of one year from the end of the Bid/ Offer Period or termination of this Agreement, whichever is later, and shall not disclose such confidential information to any third party without prior permission of the respective disclosing Party, except: (i) where such information is in public domain other than by reason of breach of this Clause 16; (ii) when required by law, regulation or legal process after informing the other Parties, and then only to the extent required by law, regulation or legal process (except in case of any regulatory inquiry or investigation, in which case the other Parties shall be informed only to the extent practical and permitted under law), or (iii) disclosure to their Affiliates and their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement. The terms of this confidentiality clause shall survive the termination of this Agreement for reasons whatsoever. The Escrow Collection Bank, Public Offer Account Bank, the Refund Bank, the Sponsor Banks and the Registrar to the Offer undertake that their respective branch(es) or any Affiliate to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this Clause 16.

Each of the BRLMs, severally and not jointly, agrees that all information relating to the Offer and disclosed to the BRLMs by the Company, Promoter, Promoter Group, its Affiliates, Directors and the Selling Shareholders, whether furnished before or after the date hereof, for the purpose of this Offer shall be kept confidential, from the date of this Agreement until (a) the date of completion of the Offer or (b) the date of termination of this Agreement or the date on which the Offer is withdrawn or abandoned or (c) the end of a period of twelve months from the date of receipt of the final observation letter from SEBI on the Draft Red Herring Prospectus, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to:

- (i) any disclosure to investors with respect to the Offer, as required under Applicable Law;
- (ii) any information, to the extent that such information was, or becomes, publicly available other than by reason of disclosure by the BRLMs or their respective Affiliates in violation of this Agreement or was, or becomes, available to the BRLMs or their respective Affiliates, or their respective employees, research analysts, consultants, representatives, agents, advisors, legal counsel, or independent auditors from a source which is or was not known by such BRLMs or their respective Affiliates to be subject to a confidentiality obligation to the Company, its Directors, the Selling Shareholders, or their respective Affiliates ;
- (iii) any disclosure in relation to the Offer pursuant to requirements under any law, rule or regulation or the order of any court or tribunal or pursuant to any direction, request or requirement (whether or not having the force of law) of any Governmental Authority or in any pending legal, arbitral or administrative proceeding or any disclosures that the BRLM in its sole discretion deems appropriate with respect to any proceeding for the protection or enforcement of any of their, or their respective Affiliates' rights under this Agreement or the Fee Letter or otherwise in connection with the Offer;
- (iv) any disclosure to the other BRLMs, their respective Affiliates and their respective employees, research analysts, advisors, legal counsel, independent auditors, independent chartered accountant, practising

company secretary and other experts, agents, who need to know such information, for the purpose of the Offer, who shall be informed of their similar confidentiality obligations;

- (v) any information made public or disclosed to any third party with the prior written consent of the Company or the Selling Shareholders, as applicable;
- (vi) any information which, prior to its disclosure with respect to the Offer, was already lawfully in the possession of the BRLM or its Affiliates;
- (vii) any information which is required to be disclosed in the Offer Documents, or with respect to the Offer and in advertisements pertaining to the Offer;
- (viii) any information which has been independently developed by, or for the BRLMs or its Affiliates, without reference to the Confidential Information; or
- (ix) any disclosure that the BRLMs in its sole discretion deem appropriate to defend or protect or otherwise in connection with a claim in connection with any action or proceedings or investigation or litigation/potential litigation or arbitration/potential arbitration arising from or otherwise involving the Offer, to which the BRLM or its Affiliates become party, or for the enforcement or protection of the rights of the BRLM or its Affiliates under this Agreement, the Fee Letter, or otherwise in connection with the Offer.

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 Governmental Authorities, or any information which, in the sole view of the BRLMs, is necessary in order to make the statements therein not misleading.

- 16.2 Any advice or opinions provided by any of the BRLMs or any of their respective Affiliates to the Company, its Directors, Affiliates or the Selling Shareholders in relation to the Offer, and the terms specified under the Fee Letter, shall not be disclosed or referred to publicly or to any third party (other than the respective Affiliates of the Company and the Selling Shareholders) except with the prior written consent of the non-disclosing parties, except where such information is required by Applicable Law, provided that, the disclosing party, being the Company and/or Selling Shareholders, as the case may be, shall provide the respective BRLMs with prior written notice of such requirement and such disclosures, with sufficient details so as to enable the BRLMs to obtain appropriate injunctive or other relief to prevent such disclosure, and the disclosing party, being the Company and/or Selling Shareholders, as the case may be, shall cooperate reasonably at their own expense with any action that the BRLMs may request, to maintain the confidentiality of such advice or opinions.

- 16.3 The Parties shall keep confidential the terms specified under this Agreement and the Fee Letter and agree that no public announcement or communication relating to the subject matter of this Agreement or the Fee Letter shall be issued or dispatched without the prior written consent of the BRLMs, except as may be required under Applicable Law, provided that, the Company and the Selling Shareholders shall provide the respective BRLMs and their relevant Affiliates with prior written notice of such requirement and such disclosures, with sufficient details so as to enable the BRLMs 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 BRLMs may request, to maintain the confidentiality of such information.

Provided that nothing in this Clause 16.3 shall prevent any of the Parties, as applicable, from disclosing any such information on a non-reliance basis and subject to reasonable prior intimation, in writing to the other Parties, as applicable: (a) with their respective Affiliates (as defined in this Agreement), limited partners, employees, legal counsel and the independent auditors who need to know such information in connection with the Offer, provided further that such persons are subject to contractual or professional obligations of confidentiality or such persons being made aware of the confidentiality obligations herein; and (b) to the extent that such information was or becomes publicly available other than by reason of disclosure by the other Parties in violation of this Agreement.

- 16.4 The BRLMs or their Affiliates may not, without their respective prior written consent, be quoted or referred to in any document, release or communication prepared, issued or transmitted by the Company, its Affiliates and the Selling Shareholders or the respective directors, employees, agents, representatives of the Company or the Selling Shareholders, except as may be required under Applicable Law or by any Governmental Authority, or required by a court of law in connection with any dispute involving the Parties, provided that the disclosing party, being the Company and/or Selling Shareholders, as the case may be, shall, to the extent reasonably practicable and

permissible under Applicable Law, provide the respective BRLMs and their relevant Affiliates, with reasonable prior written notice (except in case of inquiry or examination from any Governmental Authority in the ordinary course which is also addressed to or copied to the relevant BRLMs) of such requirement and such disclosures, so as to enable the BRLMs to obtain appropriate injunctive or other relief to prevent such disclosure.

- 16.5 The Company and the Selling Shareholders, represent and warrant to the BRLMs and their respective Affiliates (to the extent applicable and required) that the information provided by each of them respectively is in their or their respective Affiliates' lawful possession and is not in breach under any Applicable Law or any agreement or obligation with respect to any third party's confidential or proprietary information.
- 16.6 In the event that any Party ("**Requesting Party**") requests the other Party ("**Delivering Party**") to deliver any documents or information relating to the Offer, or delivery of any such documents or 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 document or information relating to the Offer is transmitted electronically, the Requesting Party releases, to the fullest extent permissible under Applicable Law, the other 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, electronic communication of any information, or reliance thereon, by it 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.
- 16.7 Subject to Clause 16 (Confidentiality), the BRLMs shall be entitled to retain all information furnished by the Company, Promoters, its Affiliates, the Selling Shareholders, or the respective directors, employees, agents, representatives or legal or other advisors of the Company, the Promoters and the Selling Shareholders, any intermediary appointed by the Company and the Selling Shareholders, and the notes, workings, analyses, studies, compilations, interpretations thereof, with respect to the Offer, and to rely on such information in connection with any defences available to the BRLMs or their respective Affiliates under Applicable Law, including any due diligence defence. The BRLMs shall be entitled to retain copies of any computer records and files containing any information which have been created pursuant to their electronic archiving and other back-up procedures. Subject to Clause 16 (Confidentiality) above, all such correspondence, records, work products and other material supplied or prepared by the BRLMs or their respective Affiliates in relation to this engagement held in any media (including financial models) shall be the sole property of the BRLMs.

17. COUNTERPARTS

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.

18. AMENDMENT

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. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Offer' and 'Offered Shares', shall be construed accordingly. Provided that if the number of Equity Shares offered for sale by Selling Shareholders changes between DRHP and RHP, references in this Agreement to the number of Equity Shares proposed to be sold by Selling Shareholders shall be deemed to have been revised on the execution by the Selling Shareholders of an updated authorization/consent letter and countersigned by the Company, specifying the revised number of Equity Shares.

19. TIME OF ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the Selling Shareholders, the Members of the Syndicate, The Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Banks (including its Correspondent Bank, if any), the Book Running Lead Managers and the Registrar, of their respective duties, obligations and responsibilities under or pursuant to this

Agreement. If any time period specified herein is extended in accordance with the terms of this Agreement, such extended time shall also be of the essence.

20. SEVERABILITY

If any provision or any portion of a provision of this Agreement and/or the Fee Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement and/or the Fee 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 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.

21. SURVIVAL

The provisions of Clauses 1 (*Interpretation and Definitions*), 3.2.6 (*Closure of the Escrow Account, Public Offer Account and Refund Account*), 4 (*Duties and Responsibilities of the Registrar*), 5.3 (*relevant portion of Duties and Responsibilities of the BRLMs*), 6.3 (*relevant portion of Duties and Responsibilities of the Escrow Collection Bank, Public Offer Account Bank, Refund Bank and/or Sponsor Bank*), 9 (*Indemnity*), 11 (*Arbitration*), 12 (*Notice*), 15 (*Governing Law and Jurisdiction*), 16 (*Confidentiality*), 20 (*Severability*) and this Clause 21 (*Survival*) of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 10.1 or the termination of this Agreement pursuant to Clause 10.2.

22. FORCE MAJEURE

No party shall be held liable or responsible for any failure or delay in performance of any or all of its duties under this agreement, directly or indirectly caused by any circumstances beyond its control, including, but not limited to, acts of god, lightening, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, extremely adverse weather conditions which are in excess of statistical measures of last 100 years, fire, explosion, chemical or radioactive contamination, ionising radiation, volcanic eruption, riots or civil disturbance, war (whether declared or undeclared), act of public enmity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action of government/other authorities, court order, or industry-wide/ region-wide/ nation-wide strike, work-to-rule action, go slow or similar labour action, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking orders or restrictions, war or warlike conditions, epidemics, pandemics, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents, failure of communication or banking systems (collectively, “**Force majeure**”) provided that the Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank, shall have acted diligently in limiting the effects of the force majeure event. Upon the occurrence of any event or condition of force majeure which affects the Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank, and/ or the performance of the Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank, shall immediately notify the other parties in writing of the nature of the event or condition, the effect of the event or condition on Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank, performance as the case may be, and the estimated duration of the event or condition. The Escrow Collection Bank/Refund Bank/Public Offer Account Bank/Sponsor Bank, shall also immediately notify the other parties in writing upon cessation of or changes in the event or condition constituting Force Majeure. The parties shall take best efforts, within their power, to recommence performance of this agreement on the ceasing of such event.

23. AMBIGUITY

Without prejudice to the other provisions of this Agreement, the Escrow Collection Bank/ Refund Bank/Public Offer Account Bank/ Sponsor Banks shall not be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:

- i. any other instructions (in original or otherwise) are illegible, unclear, incomplete, garbled or self-contradictory; or
- ii. it is unable to verify any signature on the communication against the specimen signature provided for the relevant authorized signatory by the concerned Party.

Upon the occurrence of any such event, the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank or the Sponsor Banks, as applicable, shall inform the relevant authorized representative promptly, and in any event, immediately and no later than one Working Day from the date of receipt of, such instruction and seek clarifications to the Parties' mutual satisfaction.

If any of the instructions are not in the form set out in this Agreement, the Escrow Collection Bank/ Refund Bank/ Public Offer Account Bank/ Sponsor Banks shall bring it to the knowledge of the Company and the BRLMs immediately and seek clarifications to the Parties' mutual satisfaction.

24. ASSIGNMENT

No Party shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that any of the BRLMs may assign its rights (but not obligations) under this Agreement to an Affiliate without the consent of the other Parties.

25. EXECUTION

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 delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy or at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page in original shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Agreement.

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

(intentionally left blank)

(Signature Pages to follow)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **SS RETAIL LIMITED**


Authorized Signatory

Name: Harshal Kishor Parekh
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,



Signed by **Siddharth Gunvant Shah**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,



Signed by **Deepa Siddharth Shah**

|

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

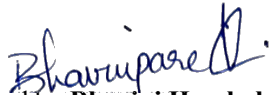
A handwritten signature in blue ink, appearing to read 'Harshal Kishor Parekh', with a stylized flourish at the end.

Signed by **Harshal Kishor Parekh**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

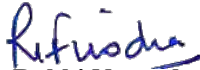


Signed by **Bhavini Harshal Parekh**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,



Signed by **Rakhi Narendra Firodia**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **ANAND RATHI ADVISORS LIMITED**

A handwritten signature in blue ink is positioned to the left of a circular blue stamp. The stamp contains the text "Anand Rathi Advisors Limited" around the top edge, "Mumbai" in the center, and "400013" below it. A small star is located at the bottom right of the stamp.

Name: Samir Bahl

Designation: CEO - Investment Banking

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **EMKAY GLOBAL FINANCIAL SERVICES LIMITED**

The image shows a handwritten signature in blue ink over a circular blue stamp. The stamp contains the text "EMKAY GLOBAL FINANCIAL SERVICES LIMITED" around the perimeter and "MUMBAI" in the center.

Authorized Signatory

Name: Radhika Deshmukh

Designation: VP – Investment Banking

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **AXIS BANK LIMITED**


Authorized Signatory

Name: Shailesh Ainapure
Designation: Branch Head.



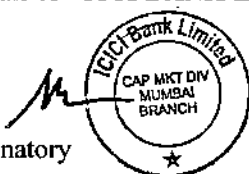
THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **ICICI BANK LIMITED**

Authorized Signatory



Name: Sujit Lingam

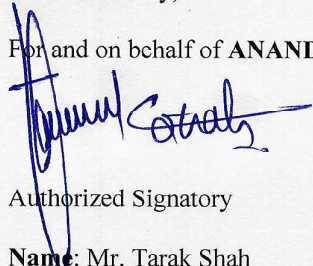
Designation: Chief Manager

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **ANAND RATII SHARE AND STOCK BROKERS LIMITED**



Authorized Signatory

Name: Mr. Tarak Shah

Designation: Chief Financial Officer • Finance

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **Emkay Global Financial Services Limited** (*in its capacity as a Syndicate Member*)



Authorized Signatory

Name: Anil Jagtap

Designation: Compliance Officer

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE CASH ESCROW AND SPONSOR BANK AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS, BOOK RUNNING LEAD MANAGERS, SYNDICATE MEMBERS, REGISTRAR AND BANKERS TO THE OFFER.

IN WITNESS WHEREOF, this Cash Escrow and Sponsor Bank Agreement has been executed by the Parties or their duly authorized signatories.

Yours sincerely,

For and on behalf of **KFIN TECHNOLOGIES LIMITED**

A handwritten signature in blue ink, appearing to read 'M. Murali Krishna', is positioned above a circular purple ink stamp. The stamp contains the text 'KFIN TECHNOLOGIES LIMITED' around the perimeter and a star symbol in the center.

Authorized Signatory
Name: M. Murali Krishna
Designation: Senior Vice President

Annexure A

DETAILS OF SELLING SHAREHOLDERS:

Sr. No.	Name of the Selling Shareholder	Type	Date of Consent Letters to participate in the Offer for Sale	No. of Equity Shares Being Offered / Amount (₹ in Million)
1.	Siddharth Gunvant Shah	Promoter Selling Shareholder	July 22, 2026	Up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 450.00 million
2.	Deepa Siddharth Shah	Promoter Selling Shareholder	July 22, 2026	Up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 140.00 million
3.	Harshal Kishor Parekh	Promoter Selling Shareholder	July 22, 2026	Up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 80.00 million
4.	Bhavini Harshal Parekh	Promoter Selling Shareholder	July 22, 2026	Up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 30.00 million
5.	Rakhi Narendra Firodia	Other Selling Shareholder	July 22, 2026	Up to [●] Equity Shares of face value of ₹ 10 each, aggregating up to ₹ 700.00 million

SCHEDULE I

Date: [●]

To

Escrow Collection Bank
Public Offer Account Bank
Refund Bank
Sponsor Banks

The Registrar

Copy to:

SS Retail Limited

The Selling Shareholders

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.2.1 of the Cash Escrow and Sponsor Bank Agreement, we hereby intimate you that the Offer has failed due to the following reason:

[●]

Pursuant to Clause 3.2.2.1 of the Cash Escrow and Sponsor Bank Agreement, we request you to transfer all the amounts standing to the credit of the Escrow Accounts bearing account name [●] and account number [●] to the Refund Account bearing account name [●] and account number [●] with the Refund Bank.

Sr. No.	Name of Escrow Collection Bank	Escrow Account no.	Amount (₹)	Refund Bank	Refund Account o.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]	[●]

The LEI Code of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE II

Date: [●]

To:

[Escrow Collection Bank
Public Offer Account Bank

Refund Bank

Sponsor Banks]

Dear Sirs:

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.2.1 (d)/ 3.2.4.1 (b) of the Cash Escrow and Sponsor Bank Agreement, we hereby request you to transfer on [●], the following amount standing to the credit of Refund Account bearing account name [●] and no. [●] to the Bidders as set out in the enclosure hereto. The Refund Bank shall thereafter ensure refunds of the amounts held in the Refund Account in accordance with the Cash Escrow and Sponsor Bank Agreement.

Name of Refund Account	Escrow Account Number	Amount (₹)	Refund Account no.	Bank and branch details	IFSC
[●]	[●]	[●]	[●]	[●]	[●]

The LEI Code of the Company is [●].

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

For **KFIN Technologies Limited**

(Authorized Signatory)

Name: [●]

Designation: [●]

Copy to:

- (1) The Book Running Lead Managers
- (2) SS Retail Limited
- (3) The Selling Shareholders

Encl.:

Details of Anchor Investors entitled to payment of refund and list of Bidders (other than Anchor Investors) for unlocking of ASBA Account.

SCHEDULE III

Date: [●]

To:

Escrow Collection Bank

Copy to:

- (1) SS Retail Limited
- (2) The Selling Shareholders

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.4.1(b) of the Cash Escrow and Sponsor Bank Agreement, we instruct you to transfer on [●] (Designated Date), ₹ [●] from the Escrow Account – [●] No. [●] to the Public Offer Account as per the following:

Name of the Banker to the Offer	Amount to be transferred (₹.)	Bank and branch details	Name of Public Offer Account	Public Offer Account no.	IFSC
[●]	[●]	[●]	[●]	[●]	[●]

Pursuant to Clause 3.2.4.1(b) of the Cash Escrow and Sponsor Bank Agreement, the Designated Date is [●] and we instruct you to transfer on [●], ₹ [●] from the Escrow Account - [●] No. [●] to the Refund Account as per the following:

Name of the Banker to the Offer	Escrow Account Number	Amount to be transferred (₹.)	Bank and branch details	Name of Refund Bank	Refund Account no.	IFSC
[●]	[●]	[●]	[●]	[●]	[●]	[●]

The LEI Code of the Company is [●].

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF KFIN TECHNOLOGIES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE IV

Date: [●]

To:

The Book Running Lead Managers

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.4.1(f) of the Cash Escrow and Sponsor Bank Agreement, we write to inform you that the aggregate amount of commission payable to the Designated Intermediaries in relation to the Offer is ₹ [●] and the details and calculation of the commission is enclosed herein.

Capitalised terms used but not defined herein shall have the meaning as ascribed to such terms in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Yours faithfully,

For and on behalf of **KFIN Technologies Limited**
[●]

Copy to:

- (1) SS Retail Limited
- (2) The Selling Shareholders

Enclosed: Details and calculations of the commission

SCHEDULE V

Date: [●]

To:

Public Offer Account Bank

Copy to:

The Selling Shareholders

Ladies and Gentlemen,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clauses 3.2.4.2(b) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [●] towards the Offer Expenses, from the Public Offer Account [●] No. [●] to the bank accounts as per the table below:

S. No.	Name	Amount (₹)	Bank	Account no.	IFSC	Branch Address
1.	[●]	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter. Kindly acknowledge the receipt of this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF SS RETAIL LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE VI

[ON THE LETTERHEAD OF THE CHARTERED ACCOUNTANT]

[This is an indicative format]

To,

[●]

(Collectively referred to as the “Book Running Lead Managers” or “BRLMs”)

Ladies and Gentlemen,

Re.: **Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)**

We, *[name of the Chartered Accountant]*, confirm that we have examined *[Insert list of relevant documents]* and confirm that as per the requirements of Finance Act, 2004, as amended, the securities transaction tax payable in relation to Offer and sale of [●] equity shares pursuant to the initial public offering of the Company’s equity shares is ₹ [●] *[please insert exact amount and not rounded off or in millions etc.]* The details of the calculation are attached herewith as **Annexure I**.

We, *[name of the Chartered Accountant]*, confirm that we have examined *[Insert list of relevant documents]* and confirm that as per the requirements of Applicable Law, the Withholding the securities transaction tax payable in relation to offer and sale of [●] equity shares pursuant to the initial public offering of the Company’s equity shares is ₹ [●]. *[Please insert exact amount and not rounded off or in millions etc. If none, please state ‘Nil’]* The details of the calculation are attached herewith as **Annexure I**.

We, *[name of the Chartered Accountant]*, confirm that we have examined *[Insert list of relevant documents]* and confirm that as per the requirements of Applicable Law, the long term capital gains payable in relation to offer and sale of [●] equity shares pursuant to the initial public offering of the Company’s equity shares is ₹ [●]. *[Please insert exact amount and not rounded off or in millions etc. If none, please state ‘Nil’]* The details of the calculation are attached herewith as **Annexure I**.

We confirm that the BRLMs associated with the Offer, to whom this letter is addressed, and the Selling Shareholders may rely upon this letter and take such further actions as may be required to be taken.

Further, we declare that we are an independent firm of chartered accountants with respect to the Company pursuant to the provisions of the Companies Act, 2013, the Chartered Accountants Act, 1949, as amended, and any rules or regulations issued thereunder, as well as Code of Ethics issued by the Institute of Chartered Accountants of India. We further declare that our registration *[and peer review]* certificate is valid as of the date of this letter and we are not prohibited or restricted from issuing this letter under Applicable Law, or any order or direction of a court law, or Governmental Authority.

Annexed herewith is a copy of our peer review certificate dated [●] as **Annexure II**.

We confirm that the information in this certificate and the annexures is true, fair, correct, accurate, not misleading and without omission.

We undertake to update you in writing of any changes in the abovementioned position, immediately upon us becoming aware, until the date the Equity Shares issued pursuant to the Offer commence trading on the stock exchanges. In the absence of any communication from us till the Equity Shares commence trading on the stock exchanges, you may assume that there is no change in respect of the matters covered in this certificate.

Regards,

For [●]

Name: [●]

Designation: [●]

Firm Registration No: [●]

Membership No: [●]

Peer Review No. [●]

Date: [●]

Copy to:

- (1) SS Retail Limited
- (2) The Selling Shareholders

ANNEXURE I

[ON THE LETTERHEAD OF THE CHARTERED ACCOUNTANT]

[This is an indicative format]

Name of the Selling Shareholder	No. of Equity Shares sold in the Offer	Offer Price (₹)	Transaction size (₹)	Securities Transaction Tax @ [•]% of the transaction size (₹)		Capital Gains and Whether Long Term or Short Term	Portion of Offer Expenses to be borne by the Selling Shareholder (₹)	Net amount to be paid to Selling Shareholder (₹)	PAN	LEI
[•]	[•]	[•]	[•]	[•]		[If not applicable, state Nil]	[•]	[•]	[•]	[•]

ANNEXURE II
PEER REVIEW CERTIFICATE

[•]

SCHEDULE VII

Date: [●]

To:

[●]

Copy to:

The Company

The Selling Shareholders

Ladies and Gentlemen,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clauses 3.2.4.2 (a) and (b) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer towards the payment of Securities Transaction Tax, from the Public Offer Account [●] No. [●] to the bank accounts as per the table below:

S. No.	Account name	Amount (₹)	Bank	Account no.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]

Pursuant to Clause 3.2.4.2 (a) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer towards the payment/remittance of the securities transaction tax and Withholding Amount (if applicable), from the Public Offer Account [●] No. [●] to the bank accounts as per the table below:

S. No.	Account name	Amount (₹)	Bank	Account no.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]

The LEI Code of [●] is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE VIII

Date: [●]

To:

Public Offer Account Bank

Copy to:

- (1) SS Retail Limited
- (2) The Selling Shareholders

Ladies and Gentlemen,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.4.2 (g) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [●] from the Public Offer Account [●] No. [●] to the bank account(s) of the Selling Shareholder, as per the table below, the amounts to be paid to the Selling Shareholder, after deducting the Offer Expenses from the amount received from the sale of Offered Shares:

S. No.	Name	Amount (₹)	Bank	Account no.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]

Pursuant to Clause 3.2.4.2 (g) and (f) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [●] from the Public Offer Account [●] No. [●] to the bank account(s) of the Company (Monitoring Agency Bank Account), as per the table below, the amounts to be paid to the Company, after deducting the Offer Expenses from the amount received pursuant to the Fresh Issue:

S. No.	Name	Amount (₹)	Bank	Account no.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus to be issued by the Company, as the case may be.

The LEI Code is [●].

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE IX

Date: [●]

To:

Escrow Collection Bank

Copy to:

- (1) SS Retail Limited
- (2) The Selling Shareholders

Dear Sirs:

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.5.1 (a) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [Designated Date], ₹ [●], the Surplus Amount from the Escrow Account [●] No. [●] to the Refund Account as per the following:

Name of the Banker to the Offer	Amount to be transferred (₹)	Branch details	Refund Account name and no.	IFSC
[●]	[●]			
[●]	[●]	[●]	[●]	[●]
[●]	[●]			

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

The LEI Code of the Company is [●].

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF KFIN TECHNOLOGIES LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and SponsorBank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [●]
Designation: [●]
Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

Schedule X

LIST OF AUTHORISED SIGNATORIES

SIGNATORIES FOR THE COMPANY

SS RETAIL LIMITED *(Any one of the following)*

Name	Siddharth Gunvant Shah
Designation	Managing Director
Specimen signature	

Name	Harshal Kishor Parekh
Designation	Director
Specimen signature	

Name	[●]
Designation	[●]
Specimen signature	

LIST OF SIGNATORIES FOR THE SELLING SHAREHOLDER

Name	Siddharth Gunvant Shah
Specimen signature	

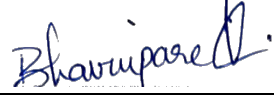
LIST OF SIGNATORIES FOR THE SELLING SHAREHOLDER

Name	Deepa Siddharth Shah
Specimen signature	

LIST OF SIGNATORIES FOR THE SELLING SHAREHOLDER

Name	Harshal Kishor Parekh
Specimen signature	

LIST OF SIGNATORIES FOR THE SELLING SHAREHOLDER

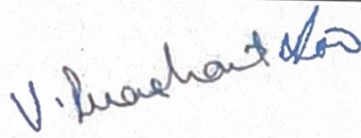
Name	Bhavini Harshal Parekh
Specimen signature	

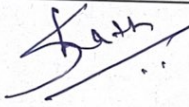
LIST OF SIGNATORIES FOR THE SELLING SHAREHOLDER

Name	Rakhi Narendra Firodia
Specimen signature	

LIST OF AUTHORISED SIGNATORIES FOR THE BOOK RUNNING LEAD MANAGERS
ANAND RATHI ADVISORS LIMIED *(Any one of the following)*

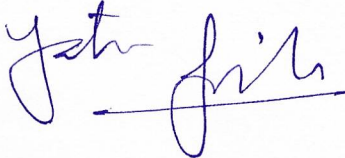
Name	Samir Bahl
Designation	CEO, Investment Banking
Specimen signature	

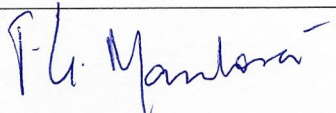
Name	V. Prashant Rao
Designation	Executive Director, Investment Banking
Specimen signature	

Name	Sumeet Lath
Designation	Associate Director and Co-Head ECM Execution
Specimen signature	

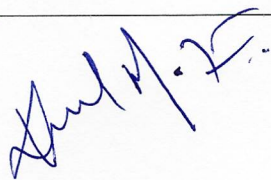
LIST OF AUTHORISED SIGNATORIES FOR THE BOOK RUNNING LEAD MANAGERS

EMKAY GLOBAL FINANCIAL SERVICES LIMIED (Any one of the following)

Name	Yatin Singh
Designation	CEO-Investment Banking
Specimen signature	

Name	Tejal Mamtara
Designation	Director & Head of Execution
Specimen signature	

Name	Radhika Deshmukh
Designation	VP - Investment Banking
Specimen signature	

Name	Vimal Maniyar
Designation	VP - Investment Banking
Specimen signature	



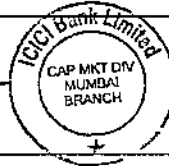
LIST OF SIGNATORIES FOR BANKERS TO THE OFFER

AXIS BANK LIMITED (*Any one of the following*)

Name	Shailesh Ainapure
Designation	Branch Head
Specimen signature	 

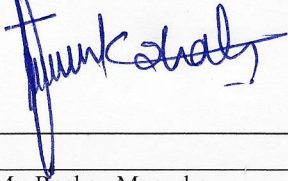
LIST OF SIGNATORIES FOR BANKERS TO THE OFFER

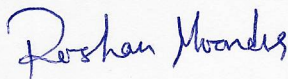
ICICI BANK LIMIED (*Any one of the following*)

Name	Sujit Lingam
Designation	Chief Manager
Specimen signature	 

LIST OF AUTHORISED SIGNATORIES FOR THE SYNDICATE MEMBERS

ANAND RATHI SHARE AND STOCK BROKERS LIMITED *(Any one of the following)*

Name	Mr. Tarak Shah
Designation	Chief Financial Officer
Specimen signature	

Name	Mr. Roshan Moondra
Designation	Associate Director
Specimen signature	

LIST OF AUTHORISED SIGNATORIES FOR THE SYNDICATE MEMBERS

EMKAY GLOBAL FINANCIAL SERVICES LIMIED (*Any one of the following*)

Name	Anil Jagtap
Designation	Compliance Officer
Specimen signature	 

LIST OF SIGNATORIES FOR THE REGISTRAR TO OFFER

Name	M. Murali Krishna
Designation	Senior Vice President
Specimen signature	

SCHEDULE XI

Date: [●]

To:

Banker to the Offer

Copy to:

The Selling Shareholders

Ladies and Gentlemen,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) – Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 3.2.6.1 and 3.2.6.2 of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to close the [Escrow Account/Public Offer Account/Refund Account].

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF KFIN TECHNOLOGIES LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF SS RETAIL LIMITED

Name: [●]

Designation: [●]

Date: [●]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [•]

Designation: [•]

Date: [•]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE XII

Date: [●]

To:

Company

[Selling Shareholders]

[Registrar to the Offer]

[Book Running Lead Managers]

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

Pursuant to Clause 2 (iii) (b) of the Cash Escrow and Sponsor Bank Agreement, we hereby intimate you regarding opening of the [Escrow Accounts/ Public Offer Account / Refund Account], the details of which are set forth below:

Escrow Accounts

For Residents

Bank Name	[●]
Address	[●]
Account Number	[●]
Title of the Escrow Account	[●]
IFSC Code	[●]
NEFT Code	[●]

For Non-Residents

Bank Name	[●]
Address	[●]
Account Number	[●]
Title of the Escrow Account	[●]
IFSC Code	[●]
NEFT Code	[●]

Refund Account

Bank Name	[●]
Address	[●]
Account Number	[●]
Title of the Escrow Account	[●]
IFSC Code	[●]
NEFT Code	[●]

Public Offer Account

Bank Name	[●]
Address	[●]
Account Number	[●]
Title of the Escrow Account	[●]
IFSC Code	[●]
NEFT Code	[●]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

For [**Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank**]

(Authorized Signatory)

SCHEDULE XIII

Sr. No.	Data Point		Count	Date of Activity
1.	Total No of unique applications received	Total		
		Online		
		UPI		
2.	Total No of Allottees	Total		
		Online		
		UPI		
3.	Total No of Non-Allottees	Total		
		Online		
		UPI		
4.	Out of total UPI Allottees (Debit execution file), How many records were processed successfully?		Count:	
			No of shares:	
			Amount:	
5.	Out of total UPI Allottees (Debit execution file), How many records failed?		Count:	
			No of shares:	
			Amount:	
6.	Out of total UPI Non-Allottees (Unblocking file), How many records were successfully unblocked?			
7.	Out of total UPI Non-Allottees (Unblocking file), How many records failed in unblocking?			
8.	Whether offline revoke is taken up with issuer banks due to failure of online unblock system? If yes, Share a separate list of bank-wise count and application numbers.			

SCHEDULE XIV

Date: [●]

To:

Public Offer Account Bank
Refund Bank
The Registrar

Copy to:

SS Retail Limited
The Selling Shareholders

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of SS Retail Limited (the “Company” and such offer, the “Offer”) Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Cash Escrow and Sponsor Bank Agreement”)

We hereby intimate you that the Offer has failed on account of [●].

Pursuant to Clause 3.2.3.1 of the Cash Escrow and Sponsor Bank Agreement, we request the Public Offer Account Bank, to transfer all the amounts standing to the credit of the Public Offer Account bearing account number [●] to the Refund Account bearing account number [●] with the Refund Bank.

S. No.	Name of Public Offer Account Bank	Public Offer Account no.	Amount (₹)	Refund Bank	Refund Account no.	IFSC	Branch address
1.	[●]	[●]	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]				

Further, we instruct the Refund Bank to transfer the amount received from the Public Offer Account Bank pursuant to the instructions above, to bank accounts of the Beneficiaries, the list of which enclosed herewith.

The LEI Code of the Company is [●].

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

Kindly acknowledge your acceptance of the instructions on the copy attached to this letter.

Sincerely,

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED

Name: [•]

Designation: [•]

Date: [•]

This signature page is integral to the letter issued pursuant to the provisions of the Cash Escrow and Sponsor Bank Agreement.

FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: [●]

Designation: [●]

Date: [●]

SCHEDULE XV

To:

Book Running Lead Managers

Copy to:

Company and Selling Shareholders

From:

Registrar

Dear Sir / Ma'am,

Re: Initial public offering (the “Offer”) of equity shares of SS Retail Limited (the “Company”) and the Cash Escrow and Sponsor Bank Agreement dated [●], 2026 (the “Escrow Agreement”)

Pursuant to Clause 4.7 of the Escrow Agreement, please see below the status of the investors' complaints received during the period from____ and____(both days included) and the subsequent action taken to address the complaint:

S. No.	Date of receipt of complaint	Details of complainant	Matter of the complaint	Date of response to the complaint	Matter of the response	Date updated on SCORES (if any)

Capitalized terms not defined herein shall have the meaning as ascribed to them in the Escrow Agreement.

Yours sincerely,

FOR AND ON BEHALF OF KFIN TECHNOLOGIES LIMITED

Name: [●]

Designation: [●]

Date: [●]