



**DATED DECEMBER 11, 2023**

**ISSUE AGREEMENT**

**BETWEEN**

**DENTA WATER AND INFRA SOLUTIONS LIMITED**

**AND**

**SMC CAPITALS LIMITED**



TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATION.....	4
2. BOOK BUILDING.....	8
3. ISSUE TERMS .....	9
4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY .....	11
5. SUPPLY OF INFORMATION AND DOCUMENTS BY THE COMPANY .....	25
6. DUE DILIGENCE BY THE BOOK RUNNING LEAD MANAGER.....	27
7. APPOINTMENT OF INTERMEDIARIES.....	28
8. PUBLICITY FOR THE ISSUE.....	28
9. DUTIES OF THE BOOK RUNNING LEAD MANAGER AND CERTAIN ACKNOWLEDGEMENTS.....	30
10. EXCLUSIVITY .....	34
11. CONFIDENTIALITY .....	34
12. CONSEQUENCES OF BREACH.....	36
13. ARBITRATION AND DISPUTE RESOLUTION.....	37
14. SEVERABILITY .....	38
15. GOVERNING LAW.....	38
16. BINDING EFFECT, ENTIRE UNDERSTANDING .....	38
17. INDEMNITY AND CONTRIBUTION .....	39
18. FEES AND EXPENSES.....	42
19. TAXES.....	42
20. TERM AND TERMINATION .....	42
21. MISCELLANEOUS.....	45



This **ISSUE AGREEMENT** (this “**Agreement**”) is entered into on December 11, 2023 between:

- (1) **DENTA WATER AND INFRA SOLUTIONS LIMITED**, a public limited company incorporated under the laws of India and having its registered office at # 40, 3rd Floor, Sri Lakshminarayana Mansion, South End Road, Basavanagudi Bangalore, South Bangalore- 560 004, Karnataka, India, (the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (2) **SMC CAPITALS LIMITED**, a company incorporated under the laws of India and having its registered office at 11/6B,1st Floor, Shanti Chambers Pusa Road, New Delhi-110005, India and office at A- 401/402, Lotus Corporate Park, Off Western Express Highway, Jai Coach Signal, Goregaon (East), Mumbai – 400 063 Maharashtra, India (“**Book Running Lead Manager**” or “**BRLM**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

In this Agreement, the Company and the BRLM are collectively referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

- (A) The Company proposes to undertake an initial public offering comprising of fresh issue of up to 75,00,000 Equity Shares of face value of ₹ 10 each of the Company (the “**Equity Shares**”) (the “**Issue**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and any other applicable statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, decrees, arbitral award, consents, directions, directives, orders or regulations or other governmental or regulatory restrictions or conditions, or any similar form of decision of, or determination by, any statutory, regulatory or governmental authorities, including SEBI, in relation to the initial public offering of equity shares by a company (the “**Applicable Laws**”), at such price as may be determined by the Company in consultation with the BRLM through the book building process (the “**Book Building Process**”) under the ICDR Regulations (the “**Issue Price**”) and other applicable laws (the “**Issue**”). The Issue will be made to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations.
- (B) The Company may, in consultation with BRLM consider a further issuance of Equity Shares, after filing of the DRHP with SEBI but prior to filing of the Red Herring Prospectus (as defined below) with the Registrar of Companies, Karnataka at Bengaluru (“**RoC**”) aggregating up to 11,00,000 Equity Shares (“**Pre-IPO Placement**”). If the Pre-IPO Placement is undertaken, the size of the Fresh Issue will be reduced to the extent of the Pre-IPO Placement subject to the Issue complying with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 and Schedule XVI (1) of the ICDR Regulations.
- (C) The board of directors of the Company (“**Board of Directors**”) pursuant to a resolution dated September 22, 2023, have approved and authorised the Issue. Further, the shareholders of the Company have pursuant to a special resolution under Section 62(1)(c) of the Companies Act, 2013, approved the Issue at the extraordinary general meeting of the Company held on November 3, 2023.
- (D) The Company, through the Board of Directors (the “**Board**”), have appointed the BRLM to manage the Issue as book running lead manager on an exclusive basis. SMC Capitals Limited has accepted the engagement pursuant to engagement letter dated May 23, 2023 (the “**Engagement Letter**”), *inter alia*, subject to the terms and conditions set forth therein.
- (E) The fees and expenses payable to the BRLM as mentioned in the Engagement Letter for managing the Issue have been mutually agreed upon amongst the Company and the BRLM.



- (F) Pursuant to the ICDR Regulations, the BRLM are required to enter into this Agreement with the Company to set forth certain terms and conditions for and in connection with the Issue.

NOW, THEREFORE, the Parties do hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

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

“**Affiliate**” with respect to any Party shall mean (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any person which is a holding company, subsidiary or joint venture of such Party, and/or (c) 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. In addition, the “**Promoter**” and the members of the “**Promoter Group**” are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the terms “holding company” and “subsidiary” have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013 respectively and (ii) the terms “**Promoter**” and “**Promoter Group**” shall have the respective meanings set forth in the Issue Documents.

“**Agreement**” shall have the meaning given to such term in the Preamble;

“**Anchor Investors**” shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹1,000 lakhs;

“**Anti-Money Laundering Laws**” shall have the meaning given to such term in Clause 4.31;

“**Applicable Law(s)**” shall have the meaning given to such term in Recital A;

“**Arbitration Act**” shall mean the Arbitration and Conciliation Act, 1996, as amended;

“**Associate**” shall mean Denta Properties and Investment

“**ASBA**” shall mean an application, whether physical or electronic, used by ASBA Bidders, other than Anchor Investors, to make a Bid and authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB or to block the Bid Amount using the UPI mechanism;

“**Board of Directors**” shall have the meaning given to such term in Recital (C);

“**Book Building Process**” shall have the meaning given to such term in Recital (A);

“**Claim**” or “**Claims**” shall have the meaning given to such term in Clause 17.1;

“**Companies Act, 2013**” shall mean the Companies Act, 2013 and the rules and clarifications issued thereunder;

“**Company Entities**” shall mean the Company and its Associate, each as set forth in the Issue Documents, to the extent applicable;



“**Control**” shall have the meaning as set forth 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;

“**Critical Accounting Policies**” shall have the meaning given to such term in Clause 4.5;

“**Dispute**” shall have the meaning given to such term in Clause 13.1;

“**Draft Red Herring Prospectus**” shall mean the draft red herring prospectus in connection with the Issue, issued in accordance with the ICDR Regulations, which does not contain complete particulars, including the price at which the Equity Shares will be Allotted and the size of the Issue together with any amendments, supplements, notices, corrections or corrigenda to such documents;

“**Encumbrances**” shall have the meaning given to such term in Clause 4.1 (vi);

“**Engagement Letter**” shall have the meaning given to such term in Recital (D);

“**Equity Shares**” shall have the meaning given to such term in Recital (A);

“**FCPA**” shall have the meaning given to such term in Clause 4.30;

“**Governmental Authority**” shall include the SEBI, the RBI, the Stock Exchanges, RoC, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, department, commission, authority, arbitrator, tribunal, agency or entity, in India or outside India;

“**Governmental Licenses**” shall have the meaning given to such term in Clause 4.15;

“**ICAI**” shall mean the Institute of Chartered Accountants of India;

“**ICDR Regulations**” shall have the meaning given to such term in Recital (A);

“**IND (AS) Rules**” shall mean Indian Accounting Standards in accordance with Companies (Indian Accounting Standards) Rules, 2015, as amended;

“**Indemnified Party**” shall have the meaning given to such term in Clause 17.1;

“**Indemnifying Party**” shall have the meaning given to such term in Clause 17.2;

“**Intellectual Property Rights**” shall have the meaning given to such term in Clause 4.16;

“**Intermediaries**” shall mean a stock-broker, sub-broker, share transfer agent, banker to an issue, registrar to an issue, merchant banker, underwriter, portfolio manager, investment adviser and such other intermediary who may be associated with securities market and is registered with SEBI as per section 12 of the SEBI Act, and are appointed in connection with the Issue;

“**International Wrap**” means the final international wrap to be dated the date of, and attached to the Prospectus and to be used in the Issue containing, among other things, international distribution and solicitation restrictions and other information together with all supplements, corrections, amendments and corrigenda thereto;

“**Issue**” shall have the meaning given to such term in Recital (A);

“**Issue Documents**” shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, as filed or to be filed with the SEBI, the Stock Exchanges and the RoC, as applicable, together with the preliminary or final international supplement/wrap to such offering documents, the Allotment Advice, bid cum application form including the abridged prospectus,



Confirmation of Allocation Note and any amendments, supplements, notices, corrections or corrigenda to such offering documents and international supplement/wrap;

“**Issue Price**” shall have the meaning given to such term in Recital (A);

“**Listing Regulations**” shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended;

“**Material Adverse Change**” shall mean, individually or in the aggregate, a material adverse change, or any prospective material adverse change: (i) in the reputation, condition (financial, legal or otherwise), assets, liabilities, revenues, profits, cash flows, business, management, results of operations, or prospects of the Company, taken individually or with its Associate taken as a whole, whether or not arising from the transaction in the ordinary course of business, including any loss or interference with its business from fire, explosions, flood, pandemic (whether natural or man made), epidemics or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree; or (ii) in the ability of the Company to consummate the transactions and fulfil their respective obligations under this Agreement or the Engagement Letter or the Underwriting Agreement, including the issue and sale of the Equity Shares contemplated herein or therein; or (iii) in the ability of the Company to conduct its businesses and to own or lease their assets or properties in substantially the same manner in which such businesses were previously conducted or such assets or properties were previously owned or leased as described in the Issue Documents (inclusive of all amendments, supplements, notices, corrections or corrigenda);

“**Preliminary International Wrap**” means the preliminary international wrap dated the date of, and attached to the Red Herring Prospectus containing, among other things, international distribution and solicitation restrictions and other information for the international investors, together with all supplements, corrections, amendments and corrigenda thereto;

“**Preliminary Offering Memorandum**” means the preliminary offering memorandum to be distributed outside India consisting of the Red Herring Prospectus and the Preliminary International Wrap used in the offer and sale to persons/entities resident outside India in the Issue, together with all supplements, corrections, amendments and corrigenda thereto;

“**Pricing Date**” shall mean the date on which our Company in consultation with the BRLM, will finalise the Issue Price;

“**Promoters**” means the promoters of the Company namely Sowbhagyamma, Sujith T R, C Mruthyunjayaswamy and Hema H M;

“**Promoter Group**” means such persons and entities constituting the promoter group as per Regulation 2(1)(pp) of the ICDR Regulations, a list of which is included in the Draft Red Herring Prospectus and which shall be included in the Red Herring Prospectus and the Prospectus;

“**Prospectus**” shall mean the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 26 of the Companies Act, 2013 and the ICDR Regulations containing, *inter alia*, the Issue Price, the size of the Issue and certain other information, including any addenda or corrigenda thereto;

“**RBI**” shall mean the Reserve Bank of India;

“**Red Herring Prospectus**” shall mean the red herring prospectus to be issued in relation to the Issue in accordance with Section 32 of the Companies Act, 2013, and the provisions of the ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Issue, including any addenda or corrigenda thereto;

“**Registrar of Companies**” or “**RoC**” shall mean the Registrar of Companies, Registrar of Companies, Karnataka at Bengaluru, with whom the Red Herring Prospectus and the Prospectus



shall be filed by the Company;

“**SCRA**” shall mean the Securities Contracts (Regulation) Act, 1956;

“**SCRR**” shall mean the Securities Contracts (Regulation) Rules, 1957;

“**SEBI**” shall mean the Securities and Exchange Board of India;

“**SEBI Act**” shall mean the Securities and Exchange Board of India Act, 1992;

“**Sponsor Bank**” shall have the meaning given to such term in the Issue Documents;

“**Stock Exchanges**” shall mean BSE Limited and National Stock Exchange of India Limited, where the Equity Shares are proposed to be listed;

“**Supplementary Issue Materials**” shall mean any written communication prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Equity Shares other than the Issue Documents, including, but not limited to, any roadshow materials relating to the Equity Shares including, but not limited to, the investor roadshows presentation;

“**Syndicate Members**” shall mean intermediaries registered with SEBI who are permitted to carry out activities as an underwriter;

“**Taxes**” shall have the meaning given to such term in Clause 19.2;

“**Underwriting Agreement**” shall have the meaning given to such term in Clause 2.4;

“**United States**” or “**US**” shall mean the United States of America, its territory and possessions, any State of the United States and the District of Columbia;

“**UPI Circulars**” shall mean SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, along with the circular issued by the National Stock Exchange of India Limited having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI and Stock Exchanges in this regard;

“**UPI mechanism**” shall mean the bidding mechanism that may be used by a UPI Bidder to make a Bid in the Issue in accordance with UPI Circulars;

“**Wilful Defaulter or Fraudulent Borrower**” shall have the meaning ascribed to it under the ICDR Regulations, as amended; and

“**Working Day**” shall mean all days on which commercial banks in Mumbai are open for business; provided, however, with reference to (a) announcement of Price Band; and (b) Bid /





Issue Period, the expression “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (c) the time period between the Bid / Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, the expression “Working Day” shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the circulars issued by SEBI, including the UPI Circulars.

- 1.2 In this Agreement, unless the context otherwise requires:
- a. words denoting the singular shall include the plural and vice versa;
  - b. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
  - c. references to the word “include” or “including” and other like terms shall be construed without limitation;
  - d. 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;
  - e. references to any Party shall also include its successors-in-interest, and permitted assigns or, heirs, executors and administrators, as the case may be, under any agreement, instrument, contract or other document;
  - f. references to a “person” shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
  - 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 a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
  - i. references to the “best knowledge” of any person shall mean the actual, constructive and imputed knowledge of such person;
  - j. references to a clause, paragraph or annexure is, unless specifically indicated to the contrary, a reference to a Clause, Paragraph or Annexure of this Agreement; and
  - k. time is of the essence in the performance of the Parties’ respective obligations under 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.
- 1.3 The rights and obligations of the Parties under this Agreement shall (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations of, or provisions applicable to, the Company) be several, and not joint. For the avoidance of doubt, none of the BRLM shall be responsible for the actions or omissions of any other BRLM or the Company.
- 2. BOOK BUILDING**
- 2.1 The Issue will be managed by the BRLM.
- 2.2 The Company, in consultation with the BRLM, shall be decide the terms of the Issue, Price Band, including any revisions thereof, the Issue Price, the allocation to Anchor Investors, the



Bid/Issue Opening Date and the Bid/Issue Closing Date, including any revisions thereof in consultation with the BRLM. Any such revisions shall be conveyed in writing by the Company to the BRLM.

- 2.3 The Basis of Allotment, and all allocations, allotments of Equity Shares made pursuant to the Issue shall be finalized by the Company in consultation with the BRLM and the Designated Stock Exchange, in accordance with the ICDR Regulations, any other applicable rules and regulations issued by SEBI and the Stock Exchanges, and any other laws, statutes and regulations applicable to the Issue and other Applicable Laws. Allocation to Anchor Investors shall be made on a discretionary basis by the Company in consultation with the BRLM, in accordance with the Applicable Laws.
- 2.4 The Parties acknowledge and agree that entering into this Agreement or the Engagement Letter shall not create or be deemed to create any obligation, agreement or commitment, whether express or implied, on the BRLM, or its Affiliates to purchase or place the Equity Shares or to enter into any underwriting agreement in connection with the Issue (the “**Underwriting Agreement**”) or to provide any financing or underwriting to the Company or any of its Affiliates. For avoidance of doubt, this Agreement is not intended to constitute and should not be construed as an agreement or commitment amongst the Parties with respect to the purchase, placement or underwriting of the Equity Shares and such commitment will be made only by the execution of a specific underwriting agreement or an agreement of similar nature, which shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Issue (including the provision of comfort letters, arrangement letters, representation letters and legal opinions) and lock-up, indemnity, contribution, termination and *force majeure* provisions, in form and substance satisfactory to the Parties.

### 3. ISSUE TERMS

- 3.1 The Company shall not, without the prior approval of the BRLM, file the Issue Documents, including any amendments, supplements, notices, corrections, corrigenda in connection therewith, with the SEBI, the Stock Exchanges, the RoC or any other Governmental Authority whatsoever or make any offer relating to the Equity Shares, or otherwise issue or distribute, any Supplementary Issue Materials, as may be applicable.
- 3.2 The Company shall take such steps, in consultation with the BRLM to ensure the timely completion of Allotment and dispatch of Allotment Advice/ Confirmation of Allocation Notes, including any revisions, if required, and refund orders to the Bidders, including the unblocking of ASBA Accounts in relation to ASBA Bidders in accordance with the manner prescribed in the Issue Documents, and in any case, not later than the applicable time limit prescribed under Applicable Laws, and in the event of failure to do so, to pay interest to Bidders as required under Applicable Laws.
- 3.3 The Company undertakes that it will make applications to the Stock Exchanges for listing and trading of its Equity Shares and shall obtain in-principle approvals from each of the Stock Exchanges, in consultation with the BRLM. The Company shall designate BSE Limited or National Stock Exchange of India Limited as the Designated Stock Exchange. The Company further undertakes that it shall take all necessary steps for the completion of all formalities for listing and commencement of trading of the Equity Shares on the Stock Exchanges within six Working Days from the Bid/ Issue Closing Date, or such other time period as may be prescribed under Applicable Laws.
- 3.4 The Company shall apply authentication on the SEBI Complaints Redressal System (SCORES) in terms of SEBI circular no. CIR/OIAE/1/2013 dated April 17, 2013, the SEBI circular (CIR/OIAE/1/2014) dated December 18, 2014, SEBI circular no. CIR/P/2021/642) dated October 14, 2021 and read with SEBI circular bearing number SEBI/HO/OIAE/IGRD/P/CIR/2022/0150 dated November 7, 2022, and will comply with SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and any amendment thereto in relation to redressal of investor grievances through SCORES and as



required under Applicable Laws, and in consultation with the BRLM, shall set up an investor grievance redressal system to redress all Issue related grievances to the satisfaction of the BRLM and in compliance with the Applicable Laws.

- 3.5 The Parties agree that any intermediary that is appointed shall, if required, be duly registered with SEBI under Applicable Laws. Whenever required, the Company shall in consultation with the BRLM, enter into a memorandum of understanding, engagement letter, or agreement, as the case may be, with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations.
- 3.6 The Company shall ensure that all costs, charges, fees and expenses that are associated with and incurred in relation to the Issue, including, *inter- alia* the underwriting commissions, procurement commissions, if any, and brokerage due to the underwriters and sub-brokers or stock brokers, fees payable to the Designated Intermediaries, fees to the BRLM, Syndicate Members, legal advisor, book building fees and other charges, fees and expenses of the SEBI, the Stock Exchanges and any other Governmental Authority, advertising, printing, road show expenses, accommodation and travel expenses, registrar fees and broker fees (including fees for procuring of applications), bank charges and any other mutually agreed fees and commissions in relation to the Issue shall be paid within the prescribed time as provided under the respective agreements, engagement letters, memoranda of understanding, as the case may be, to be entered into with the relevant entity, or otherwise in accordance with Applicable Laws. All outstanding amounts payable to the BRLM in accordance with the terms of the Engagement Letter and the legal counsel, shall be payable directly from the Public Issue Account after transfer of funds from the Escrow Accounts to the Public Issue Account and immediately on receipt of the listing and trading approvals from the Stock Exchanges, subject to Applicable Laws. All costs, fees and expenses with respect to the Issue shall be borne by the Company.
- 3.7 Until the commencement of trading of Equity Shares on the Stock Exchanges, neither the Company nor its Affiliates, Associate, its Promoters, Directors shall resort to any legal proceedings in respect of any matter having a bearing on the Issue, whether directly or indirectly, except in consultation with, and after obtaining prior written approval of the BRLM. The Company, its Associate, its Affiliates and the Directors, upon becoming aware of any of the foregoing legal proceedings, will keep the BRLM immediately informed in writing, of the details of any legal proceedings they may initiate as set forth above, or may have to defend or respond in connection with any matter that may be required, having a bearing, directly or indirectly on the Issue.
- 3.8 The Company undertakes and agrees that it shall not access the funds raised in the Issue until receipt of the final listing and trading approvals from the Stock Exchanges. The Company further agrees that it shall refund the money raised in the Issue along with any interest to the Bidders if required to do so under Applicable Laws for any reason, including on account of failing to get listing permission or under any direction or order of SEBI or any other Governmental Authority. The Company shall pay interest on such money as required under Applicable Law. The Company further undertakes that it shall ensure that it has adequate funds required for making refunds in the Issue. The Company undertakes that it shall ensure dispatch of Allotment Advice and Confirmation of Allocation Note by email or registered post or speed post, in accordance with the manner set out in the Red Herring Prospectus and the Prospectus, shall be made available to the Registrar to the Issue.
- 3.9 The Company confirms that except for (i) the Equity Shares proposed to be Allotted pursuant to the Issue, (ii) Pre-IPO Placement, there shall be no further issue/offer of securities, whether by way of bonus issue, preferential allotment, rights issue or in any other manner, during the period commencing from the date of filing of the Draft Red Herring Prospectus with the SEBI until the Equity Shares proposed to be allotted pursuant to the Issue have been listed and have commenced trading on the Stock Exchanges or until the Bid monies are refunded on account of, *inter alia*, failure to obtain listing approvals in relation to the Issue.
- 3.10 The Company confirms that it does not intend or propose to alter its capital structure for six months from the Bid/Issue Opening Date, by way of split or consolidation of the denomination



of Equity Shares or further issue of Equity Shares (including issue of securities convertible into or exchangeable, directly or indirectly for Equity Shares) whether preferential or by way of issue of bonus issue or on a rights basis or by way of further public issue of Equity Shares or a qualified institutional placements or otherwise other than as disclosed in the Issue Documents.

#### 4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY

4.1 The Company hereby represents, warrants and covenants to the BRLM that, as of the date of this agreement up to the date of commencement of listing and trading of the Equity Shares of the Company that:

- (i) (a) the Company, its Promoters, its Associate and Group Company have been duly incorporated, registered and are validly existing as companies under Applicable Laws, (b) the Company, its Promoters, its Associate and Group Company are not in violation of its respective constitutional documents, (c) the Company, its Associate and Group Company have the corporate power and authority to own or lease its movable and immovable properties and to conduct its business (including as described in the Issue Documents) and no steps have been taken for its winding up, liquidation or receivership under the laws of any applicable jurisdiction and no application has been submitted to the National Company Law Tribunal or any other Governmental Authority for initiation of a corporate insolvency resolution process against the Company under the Insolvency and Bankruptcy Code, 2016; and (d) the Company has no incorporated joint ventures and subsidiaries. Further, no person has taken any action or initiated any form of proceedings against the Company or Associate or its Affiliates, including, to the best of its knowledge, its Promoter Group for composition with creditors, reorganization, enforcement of any Encumbrance over any material part of its/their assets or actions of a similar nature and neither the Company or any of its Affiliates has received any notice in relation to the above.

The Company has complied with and shall comply with the requirements of all Applicable Laws including Listing Regulations, in respect of, conducting its business, corporate governance, including with respect to, constitution of the board of directors, the committees, policies, including personnel stated or to be stated in the Issue Documents thereof, prior to filing of Draft Red Herring Prospectus with the SEBI.

- (ii) The Company is eligible to undertake the Issue in terms of the ICDR Regulations and fulfils the general and specific requirements in respect thereof, including but not limited to, the requirements listed under Regulation 7 of the ICDR Regulations and all other Applicable Laws.
- (iii) The Company has procured and will procure all necessary approvals, authorizations, consents, under applicable contracts required in relation to the Issue.
- (iv) The Company has the corporate power and authority to undertake the Issue and there are no restrictions (including imposition of any pre-emptive rights, liens, mortgages, charges, pledges, trusts or any other encumbrances (including an option given to any person to acquire the Equity Shares) or transfer restrictions, including under any contractual arrangement, both present and future (“**Encumbrances**”) under Applicable Laws or the Company’s constitutional documents, or any agreement or instrument binding on the Company or to which any of its assets or properties are subject to, on the Company undertaking and completing the Issue including on the invitation, offer, allotment of any of the Equity Shares pursuant to the Issue.
- (v) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, there are no outstanding: (i) criminal litigations involving our Company, its Directors, its Associate or its Promoters; (ii) actions by any statutory or regulatory authorities involving the Company, its Directors, its Associate or its Promoters; (iii) claims related to any direct or indirect tax liabilities (disclosed in a consolidated manner giving the total number of claims and total amounts involved) involving the Company, its Directors, its Associate or its Promoters; (iv) other pending litigations involving the Company, its Directors, its Associate or its Promoters (other than those litigations covered in points (i) to (iii) above) which have been determined to be material by the board of directors of the Company pursuant to the policy of materiality adopted by the board of directors of the Company pursuant



to a resolution dated November 3, 2023; and (v) litigation involving the Group Company which has a material impact on the Company. There are no disciplinary action including penalties imposed by the SEBI or Stock Exchanges against the Promoters in the last 5 Fiscals including outstanding action. Further, there are no outstanding dues to creditors above the materiality threshold as determined by the Company pursuant to the policy of materiality adopted by the board of directors of the Company pursuant to a resolution dated November 3, 2023.

- (vi) Except as would not reasonably be expected to have a Material Adverse Change, Company confirms, that there are no material frauds committed against the Company and its Associate, in the preceding three years and for the period subsequent thereto until the date of the Draft Red Herring Prospectus.
- (vii) All of the issued and outstanding share capital of the Company, has been duly authorized and validly issued in compliance with Applicable Law, is fully paid-up and conforms as to legal matters to the description contained in the Issue Documents. The authorized share capital of the Company conforms to the description thereof in the Issue Documents and is in compliance with Applicable Law. The Company does not have any partly paid-up shares. The Company was incorporated under the Companies Act, 2013 pursuant to a certificate of incorporation dated November 17, 2016, and accordingly Section 67 of the Companies Act, 1956, as amended is not applicable. All invitations, offers, issuances and allotments of the securities of the Company, and members of the Promoter Group since incorporation have been made in compliance with Applicable Law, Section 42, Section 54 and Section 62 of the Companies Act, 2013, as applicable, other provisions of the Companies Act, the foreign investment regulations in India and the FEMA and the rules and regulations thereunder and the Company has made all necessary declarations and filings under Applicable Law, including filings with the relevant registrar of companies, and the Company has not received any notice from any Governmental Authority for default or delay in making any filings or declarations in connection with such issuances or allotments.
- (viii) None of the Directors of the Company are disqualified from acting in such capacity, under Applicable Law, including under circulars issued by SEBI from time to time.
- (ix) None of the directors are or were on the board of directors of a company which was exclusively listed on a de-recognised, non-operational or exited stock exchange and has failed to provide an exit or has failed to list its securities in terms of the SEBI circular dated October 10, 2016, January 5, 2017 and March 27, 2017.
- (x) None of directors of the Company or the Promoters are associated with any company which is prohibited from raising capital pursuant to the SEBI (Prohibition on Raising Further Capital from Public and Transfer of Securities of Suspended Companies) Order, 2015.
- (xi) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, the Company or its Associate: (i) have not received any notice for default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, guarantee or other agreement or instrument to which it is a party, and, specifically, the Company or its Associate are not in default or violation of, or in conflict with, or subject to any acceleration or repayment event covered under any indenture, loan, guarantee or credit agreement or instrument, to which the Company or Associate is a party or is bound or to which their respective properties or assets are subject to; and (ii) is not violation of, or default under, and there has not been any event that has occurred that with the giving of notice or lapse of time or both may constitute a default in respect of, their constitutional or charter documents or Applicable Laws.
- (xii) Except as disclosed in the Draft Red Herring Prospectus and will be disclosed in the Red Herring Prospectus and the Prospectus, the Company shall not carry out any restricting activity without the prior consent of the BRLM.



- (xiii) The Company has duly obtained all necessary consents, approvals, and waivers, as the case may be, in respect of the Issue, as may be required under any, (i) Applicable Laws; or (ii) contractual arrangement by which the Company may be bound or under which any of its assets or properties are subject including from, (a) its lenders, (b) any third party having pre-emptive rights or any other right. Further, the Issue Documents do(es) not contain(s) any expert reports or expert data, for which necessary written consents have not been obtained as per Section 26(5) of the Companies Act, 2013. The Company has complied with and shall comply with the terms and conditions of such consents and approvals, in so far as it relates to the Issue and all Applicable Laws.
- (xiv) The Company has obtained corporate approvals for the Issue, pursuant to the resolutions passed by, the Board of Directors dated September 22, 2023, and the Shareholders at the general meeting held on November 3, 2023, and the Company has complied with, is in compliance of and agrees to comply with all terms and conditions of such approvals.
- (xv) Sowbhagyamma, Sujith T R, C Mruthyunjayaswamy and Hema H M are promoters of the Company under the Companies Act, 2013 and the ICDR Regulations, and are the persons who are in Control of the Company under the Companies Act, 2013 and ICDR Regulations. The Promoters, the members of the Promoter Group have been accurately described without any omission and there is no other promoter or entity or person that is part of the Promoter Group (each such term as defined under the ICDR Regulations) of the Company, other than the entities disclosed as the Promoters, the members of the Promoter Group in the Issue Documents. Further, the Promoters have not disassociated from any companies or firms in the last three years.
- (xvi) All Equity Shares held by the Promoters and Promoter Group are dematerialized or shall be dematerialized prior to the filing of the Red Herring Prospectus with SEBI.
- (xvii) There shall only be one denomination for the Equity Shares, unless otherwise permitted by Applicable Laws.
- (xviii) None of the Company, its Directors, Promoters, Associate, Group Company, members of the Promoter Group have been identified as wilful defaulters or fraudulent borrower as defined under the ICDR Regulations or their names appear in the intermediary caution list.
- (xix) The Company, Promoter, Promoter Group, directors, key managerial personnel, employees, shareholders and related parties, of the Company or associate company, among themselves or with the Company or with a third party, solely or jointly, have not entered into any agreement which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the Company or impose any restriction or create any liability upon the Company
- (xx) The Company has appointed a company secretary and compliance officer, in relation to compliance with Applicable Law, including directives issued by SEBI and the Stock Exchanges from time to time, and who shall also attend to matters relating to investor complaints.
- (xxi) None of the Company, its Directors, Promoters or any member of the Promoter Group has received any complaints in the nature of whistle blower complaints, as of date and, except as shall be disclosed to the BRLM until the Term of this Agreement.
- (xxii) The Company acknowledge and agree that, the Company has provide all the information with respect the promoter group members namely, to C. Siddhalinga Devaru, C. Mangala, C. Mahadevi, S. Chandrashekariah and Dr. Gurumurthy (“**Relevant Persons**”) that are publicly available.
- (xxiii) The Promoters of the Company do not have a cordial relationship the Relevant Persons. The family of the Relevant Persons is distinct, separate and completely independent from the Promoters of the Company. Neither the Company nor its Promoters or members of promoter group have any interest in the businesses and assets of the Relevant Persons and their connected



entities in any manner whatsoever including through any equity or debt investments or as a vendor, supplier, client or in any other form of business association and vice versa; neither the Relevant Persons nor members of their respective families or their connected entities, currently have any business, financial or any other interest whatsoever in the management, business and day-to-day operations of the Company or any of the businesses owned or controlled by the Promoters; neither the Relevant Persons nor members of their respective families or their connected entities are currently a shareholder of the Company or any of the businesses owned or controlled by the Promoters; neither the Promoters nor any member of the promoter group or the Company is a shareholder of the connected entities; none of the Relevant Persons have been associated with the Company either as a director or shareholder or otherwise since the date of its incorporation; neither the Promoters nor any member of the promoter group or the Company have been associated with the connected entities either as a director or shareholder or otherwise since the date of their incorporation; neither the Relevant Persons nor members of their respective families or their connected entities have furnished any debt facility, loan, security or guarantee to the Company or any of the businesses owned or controlled by the Promoters or have availed any debt facility, loan, security or guarantee from the Company or any of the businesses owned or controlled by the Promoters; neither the Relevant Persons nor members of their respective families hold any office or place of profit in the Company; neither the Relevant Persons nor members of their respective families is a director on the board of directors of the Company; none of the Relevant Persons or members of their respective families or their connected entities have any related party transactions in terms of Ind AS 24 issued by the Institute of Chartered Accountants of India and other applicable laws with the Company or any of the businesses owned or controlled by the Promoters; none of the Relevant Persons or members of their respective families or their connected entities exercise any control / influence over the affairs of the Company or any of the businesses owned or controlled by the Promoters, directly or indirectly; none of the Relevant Persons or members of their respective families or their connected entities have any special rights with respect to the Company or its subsidiaries through formal or informal arrangements; and none of the Relevant Persons or members of their respective families or their connected entities are engaged in the same line of business as that of the Company or the Promoters or members of the promoter group and vice versa.

- (xxiv) Neither the (i) the Company, its Directors, the Associate, the Promoters, members of the Promoter Group, Group Company and persons in control of the Company nor (ii) Promoters of the Company are promoters of any other company (a) have been debarred or prohibited (including under any partial, interim, ad-interim prohibition or prohibition in any other form) from accessing or operating in the capital markets or have been restrained from buying, selling, or dealing in securities, in either case under any order or direction passed by the SEBI or any other authority; (b) have committed any securities laws violations in the past or have any proceedings (including show cause notices) pending against them; (c) have been declared to be or associated with any company declared to be a vanishing company; (d) have been suspended from trading by the Stock Exchanges, as on the date of filing of the Draft Red Herring Prospectus.
- (xxv) There are no transactions entered into by the Company with any party which would qualify as a related party transaction under applicable law and which has not been reported accurately in the Restated Consolidated Financial Information. That all related party transactions entered into by the Company and its Associate are legitimate business transactions conducted on an arms' length basis, and the profits generated from the related party transactions of the Company have arisen from legitimate business transactions of the Company with such entities.
- (xxvi) The Company has no outstanding securities convertible into, or exchangeable, directly or indirectly for Equity Shares. Further, the Company shall ensure that as of the date of the Red Herring Prospectus, the Prospectus and listing and trading there are no outstanding securities convertible into, or exchangeable, directly or indirectly, for Equity Shares or any other right.
- (xxvii) The Company has not granted and shall not grant any employee stock option plans of the Company (the "ESOP Plans") which is not compliant with Applicable Law, as applicable as at the date of the grant.



- (xxviii) The Company has no partly paid-up Equity Shares.
- (xxix) All of the issued and outstanding share capital of the Company has been duly authorized and validly issued or transferred under Applicable Laws and the Equity Shares proposed to be issued pursuant to the Issue shall rank *pari passu* with the other existing Equity Shares of the Company in all respects, including in respect of dividends, and shall be free and clear from any Encumbrances.
- (xxx) The Draft Red Herring Prospectus and matters stated therein do not invoke any of the criteria for rejection of draft issue documents set forth in the Securities and Exchange Board of India (Framework for Rejection of Draft Offer Documents) Order, 2012, SEBI (Prohibition on Raising Further Capital from Public and Transfer of Securities of Suspended Companies) Order, 2015 or the Securities and Exchange Board of India (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020.
- (xxxi) Since the date of the latest financial statement included in the Draft Red Herring Prospectus, i.e., June 30, 2023, the Company has not acquired any other company or entity or undertaking. Further, the Company confirms that it will intimate the BRLM prior to acquiring or investing in any company or entity or undertaking until listing of the Equity Shares and make appropriate disclosures as required under Applicable Laws in the Issue Documents.
- (xxxii) None of the Directors or our Promoters of the Company have been identified as a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018.
- (xxxiii) Neither the Company nor its Associate, Promoters or Directors have been declared as a fraudulent borrower by any lending banks or financial institution or consortium thereof, in terms of the RBI master circular RBI/DBS/2016-17/28 DBS.CO.CFMC.BC.No.1/23.04.001/2016-17 dated July 1, 2016.
- (xxxiv) The Company and the Directors and Promoters are not and have not been a director or promoter of any company that is an exclusively listed company on a derecognised, non-operational or exited stock exchange which has failed to provide the trading platform or exit to its shareholders within eighteen (18) months or such extended time as permitted by the SEBI. None of the Directors of the Company have been (a) a promoter or whole-time director of any company which has been compulsorily delisted in terms of Regulation 34 of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021 during the last ten years preceding the date of filing the DRHP with the SEBI; or (b) a director or promoter of any company which has been identified as a shell company by the Ministry of Corporate Affairs, Government of India pursuant to its circular dated June 9, 2017 (bearing reference 03/73/2017-CL-II) and in respect of which no order of revocation has been subsequently passed by SEBI, the relevant stock exchange(s), the Ministry of Corporate Affairs or any other Governmental Authority.
- (xxxv) The Company, the Promoters and the members of the Promoter Group, severally and not jointly are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, to the extent applicable.
- (xxxvi) the Company has obtained written consent or approval, where required, for the use of information procured from the public domain or third parties and included and as will be included in the Issue Documents, and that such information is based on or derived from the sources that it believes to be reliable and accurate and such information has been, or shall be, accurately reproduced in the Issue Documents, and the Company is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information.
- (xxxvii) The Agreement and the Engagement Letter entered into in connection with the Issue has been duly authorized, executed and delivered by the Company and is a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.





- (xxxviii) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Engagement Letter or any other agreement that it may enter into in connection with the Issue will not conflict with, result in a breach or violation of (i) any provision of Applicable Laws or (ii) constitutional documents of the Company or (iii) any agreement or other instrument binding upon the Company that is material to the Company, or results in the imposition of any Encumbrances on any property or assets of the Company or any Equity Shares or other securities of the Company and no consent, approval, authorization or order of, or qualification with, any Governmental Authority is required for the performance by the Company of its obligations under this Agreement, or the Engagement Letter, except such as have been obtained or shall be obtained prior to the completion of the Issue.
- (xxxix) Until commencement of trading of the Equity Shares on the Stock Exchanges, the Company shall: (i) promptly notify and update the BRLM, and disclose and furnish all information and documents and papers including audited financial statements, annual reports and other relevant financial documents, relating to such matters or as requested by the BRLM to enable the BRLM to verify and incorporate the information and statements in the Issue Documents, as applicable, including at the request of the BRLM, immediately notify the SEBI, the RoC, the Stock Exchanges or any other Governmental Authority and investors, to the extent applicable, of any queries raised or reports sought, by SEBI, the RoC, the Stock Exchanges or any other Governmental Authority of any developments, with respect to (a) the Company, and business, operations or finances of the Company and its Affiliates; (b) any pending, threatened or potential litigation including any inquiry, investigation, show cause notice, claims, search and seizure operations or survey conducted by any Governmental Authority, complaints filed by or before any Governmental Authority, or any arbitration in relation to the Company, any of the Directors, and to the best of its knowledge, the Promoters, its Promoter Group, or in relation to the Equity Shares; (c) the composition of the Promoter Group as set out in the Issue Documents each of the above, making any statement in any of the Issue Documents not true, fair, correct, accurate, not misleading and without omission of any matter that is likely to mislead, and adequate to enable prospective investors to make a well informed decision with respect to an investment in the proposed Issue; which would result in any of the Issue Documents containing an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; (d) in relation to any other information provided by the Company or on its behalf for the purposes of this Issue; and) in relation to the Equity Shares proposed to be issued pursuant to the Issue; and (ii) ensure that no information is left undisclosed by them that, if disclosed, may have an impact on the judgment of the BRLM, the SEBI, the RoC, the Stock Exchanges or any other Governmental Authority and/or the investment decision of any investor with respect to the Issue.
- (xl) The Company undertakes that it shall ensure that each of the Company and its Affiliates has not taken, and shall not take, directly or indirectly, any action designed, or that may be reasonably expected, to cause, or result in, stabilization or manipulation of the price of any security of the Company or its Affiliates to facilitate the sale or resale of the Equity Shares, including any buy-back arrangements for the purchase of Equity Shares to be issued, offered and sold in the Issue.
- (xli) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, there are no outstanding guarantees or contingent payment obligations of the Company in respect of indebtedness of third parties.
- (xlii) The Company shall furnish to the BRLM, opinions and certifications of its legal counsel, in form and substance satisfactory to the BRLM, on the date of the Draft Red Herring Prospectus and on the date of the Allotment.
- (xliii) The statement of tax benefits, as included in the Draft Red Herring Prospectus, has been examined by the statutory auditors of the Company, is true and correct, and accurately describes the tax benefits available to the Company and its shareholders.
- (xliv) The financial and other records of the Company (a) constitute a materially accurate records of the financial matters of the Company; and (b) do not contain any material defects, discrepancies



or inaccuracies. Further, no notice has been received by, or allegation has been made against, the Company or any of its Affiliates, in relation to such inaccuracies in the financial records which are required to be rectified.

- (xlv) The proposed Issue is an initial public offer of the Equity Shares and the Company has not made any previous issues or offers to the public of the Equity Shares or any other securities of the Company.
- (xlvi) The Company undertakes it shall take all such steps as may be necessary to ensure compliance with Regulation 38 of the Listing Regulations.
- (xlvii) The Company undertakes and agrees that it shall not access or have recourse to the money raised in the Issue until the final listing and trading approvals are received from the Stock Exchanges, until which time all monies received shall be kept in a separate bank account in a scheduled bank, within the meaning of Section 40(3) of the Companies Act, 2013. The Company further agrees that it shall refund the money raised in the Issue together with any interest, as applicable, if required to do so for any reason, including, without limitation, under Applicable Law, failing to comply with Rule 19(2)(b) of the SCRR, get listing permission within the time period specified by Applicable Law or under any direction or order of SEBI or any other Government Authority;
- (xlviii) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus, the Company is in compliance with all Applicable Laws in relation to the Issue.
- (xlix) The Company shall instruct all intermediaries, including the Registrar to the Issue, the Escrow Collection Bank(s), the Refund Bank(s), the Public Issue Account Bank(s), advertising agencies, printers, bankers and brokers to follow the instructions of the BRLM and shall make best efforts to include a provision to that effect in the respective agreements with such intermediaries.
- (l) The Company agrees that they shall pay the BRLM immediately but not later than 2 (two) working days of receiving an intimation from them, (i) for any compensation or liabilities for delay or failure in unblocking of UPI Bids and/ or for any other reason pursuant to and/ or arising out of the same, in accordance with the SEBI Circulars and/ or any other Applicable Law, including any applicable taxes and statutory charges, interest and/ or penalty charged thereon and (ii) any post – Issue activities including unblocking of ASBA Accounts by SCBSs in accordance with the UPI Circulars and/ or any Applicable Laws. The BRLM, upon being aware of any such liability will intimate the Company.
- (li) The financial and other records of the Company (a) constitute a materially accurate record of the matter of the Company, (b) do not contain any material defects, discrepancies or inaccuracies, and (c) are in possession or control of the Company. No notice has been received by, or allegation has been made against the Company or its Associate or any of its Group Company.
- (lii) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus, the Company, Associate and Group Company have made all necessary declarations and filings with the Registrar of Companies, in accordance with the Companies Act, 1956, and Companies Act, 2013, as applicable, including but not limited to, in relation to the allotment of equity shares of the Company, Associate and Group Company, and none of the Company, Associate and Group Company have received any notice from any authority for default or delay in making such filings or declarations, and there are no offences under the Companies Act which need to be compounded and any forfeitures of equity shares of the Company or any of its Associate or any of its Group Company (and any subsequent annulments of such forfeitures) since incorporation have been made in compliance with Applicable Law.



- (liii) The securities of the Company, Associate and Group Company have neither been refused listing by any stock exchange in India or abroad, nor have the Company, Associate and Group Company failed to meet the listing requirements of any stock exchange in India or abroad.
- (liv) The Company shall, and shall cause the Associate, Directors, employees, key managerial personnel, senior management personnel, Promoters and Promoter Group to promptly furnish all such information, documents, certificates, reports and particulars for the purpose of the Issue, as may be required or requested by the BRLM or its Affiliates, to enable them to cause the filing, in a timely manner, of such objects, certificates, reports and particulars, including without limitation, any post – Issue documents, certificates (including without limitation, any due diligence certificate), reports or other information as may be required by SEBI, the Stock Exchanges, the RoC and/ or any other Governmental Authority or regulatory or supervisory authority, court or tribunal (inside or outside India) in respect of or in connection with the Issue (including information which may be required under SEBI circular No. CIR/MIRSD/1/2012 dated January 10, 2012 and SEBI circular no. CIR/CFD/DIL/7/2015 dated October 30, 2015) or to enable the BRLM to review, corroborate and verify the correctness and/or adequacy of the statements made in the Issue Documents or comply with any legal or regulatory requirement.
- (lv) All the board and shareholders meetings of the Company have been duly held in accordance with the provisions of the Companies Act. The explanatory statements to such shareholders' meetings include the necessary disclosure and has been prepared in accordance with the provisions of the Companies Act.
- (lvi) The Company and its Associate are in compliance with all covenants, obligations and conditions in its business contracts except any non-compliance which would not result in a Material Adverse Change. Further, the Company has not paid any material liquidated damages pursuant to its business contracts.
- (lvii) The Company represents that Maheshwari and Co., Chartered Accountants, the statutory auditors of the Company, are duly appointed “expert” under the provisions of the Companies Act, and have prepared the Restated Consolidated Financial Information, and the special tax benefits, included in the Issue Documents, in their capacity as an “expert” under the Companies Act. Further they have consented to be named as an “expert” under the provisions of the Companies Act in respect of its report included in the Issue Documents and such consent is valid and has not been withdrawn.
- (lviii) The audited standalone financial statements of the Company, together with the related annexures and notes as of three months period ended June 30, 2023 and for the financial year ended March 31, 2023, March 31, 2022 and March 31, 2021: (i) are prepared and audited in accordance with Ind AS applied on a consistent basis throughout the period involved and in conformity with the requirements of the Companies Act, 2013; and (ii) present, truly, fairly and accurately the financial position of the Company as of and for the date indicated therein and the statement of profit and loss and cash flows of the Company for the period specified.
- (lix) The audited consolidated financial statements of the Company and its Associate, together with the related annexures and notes as of three months period ended June 30, 2023 and for the financial year ended March 31, 2023, March 31, 2022 and March 31, 2021: (i) are prepared and audited in accordance with Ind AS applied on a consistent basis throughout the period involved and in conformity with the requirements of the Companies Act, 2013; and (ii) present, truly, fairly and accurately the financial position of the Company as of and for the date indicated therein and the statement of profit and loss and cash flows of the Company for the period specified. Further, there is no inconsistency between the audited financial statements referred to in this Clause 4.1(lviii) and the Restated Consolidated Financial Information referred to in Clause 4.3 below, except to the extent caused only by and due to the restatement in accordance with the requirements of the ICDR Regulations and adjustments as per Ind AS.
- (lx) Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus, there is no dividend paid by the Company during the last three Fiscals and



the three months period ended June 30, 2023, and the period from July 1, 2023, until the date of the Draft Red Herring Prospectus.

- (lxi) There have been no financing arrangements whereby the Promoters, members of the Promoter Group, our Directors and their relatives (as defined in Companies Act, 2013) have financed the purchase by any other person of securities of the Company, other than in the normal course of the business of the financing entity, during a period of six months immediately preceding the date of this Agreement.
  - (lxii) No *pro forma* financial information or financial statements are required under the ICDR Regulations to be disclosed in the DRHP, whether in terms of the ICDR Regulations or any other Applicable Law, with respect to any merger, acquisitions and or divestments made by the Company after the June 30, 2023, and the Company shall comply with any requirement to prepare *pro forma* financial information or financial statements in connection with the Issue prior to the RHP and Prospectus, if applicable, and the Company shall, in connection with any mergers, acquisitions or divestments, obtain all certifications or confirmations from its auditors as required under Applicable Law or as required or advised by the BRLM.
  - (lxiii) None of the Directors are or were directors or promoters of any company at the time when the shares of such company were: (i) suspended from trading by any stock exchange during the five years preceding the date of filing the Draft Red Herring Prospectus with SEBI; or (ii) delisted from any stock exchange or (iii) in the dissemination board or (iv) an exclusively listed company on a derecognized, non-operational or exited stock exchange which has failed to provide the trading platform or exit to its shareholders within 18 months or such extended time as permitted by SEBI. Further, none of the Directors is, or has been a director or promoter of any company which has been identified as a shell company by the Ministry of Corporate Affairs, Government of India pursuant to its circular dated June 9, 2017 (bearing reference 03/73/2017-CL-II).
  - (lxiv) The individuals and entities disclosed as ‘Promoter Group’ and ‘Group Company’ in the Issue Documents are the only promoter group and group entities of the Company.
  - (lxv) The key performance indicators disclosed in the Draft Red Herring Prospectus and that will be disclosed in the Red Herring Prospectus and the Prospectus prepared by the Company are comprehensive and have been used by the Company to analyse, track and monitor the operation and/ or financial performance of the Company and approved by the audit committee in its meeting.
  - (lxvi) Any statistical and market related data included in the Issue Documents are based on or derived from sources that the Company believes to be reliable and accurate.
- 4.2 The Company represents and undertakes to furnish complete audited financial statements along with the auditors’ reports, annual reports and other relevant documents and papers, including information relating to pending legal proceedings to enable the BRLM to corroborate, incorporate and verify all necessary information and statements given in the Issue Documents. Further, the Company confirms that the financial statements included in the Issue Documents has been and shall be certified only by independent chartered accountants within the rules of the code of professional ethics of the ICAI and who have subjected themselves to the peer review process of the ICAI and hold a valid and updated certificate issued by the “Peer Review Board” of the ICAI. The summary and selected financial data of the Company disclosed in the Issue Documents has been derived from such financial statements and fairly presents on the basis stated therein the information included therein.
- 4.3 The Company represents and confirms that the audited Restated Consolidated Financial Information of the Company and its Associate, together with the related annexures and notes as of the three months period ended June 30, 2023 and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 (“**Restated Consolidated Financial Information**”), that have been included in the Draft Red Herring Prospectus and will be included in the Red Herring Prospectus and Prospectus, statements which: (i) are prepared and audited in accordance with the applicable accounting standards in terms of Applicable Law, including the



Companies Act read with the Companies (Indian Accounting Standards) Rules, 2015 (the “**Applicable Accounting Standards**”), applied on a consistent basis throughout the periods involved Act, (ii) are and will be audited by the Statutory Auditor and have been restated in accordance with the requirements of the ICDR Regulations and Companies Act, (iii) are prepared in accordance with the Guidance Note on Reports in Company Prospectuses (Revised 2019) issued by the ICAI and (iii) present a true, fair and accurate view of the financial position of the Company as of and for the dates indicated therein and the statement of profit and loss and cash flows of the Company for the periods specified. The supporting annexures and notes present in accordance with Ind AS, a true and fair view of the information required to be stated therein and is in accordance with the Companies Act. The Restated Consolidated Financial Information of the Company have been prepared in accordance with the ICDR Regulations and other Applicable Law. The summary financial information included in the Issue Documents present, truly, fairly and accurately the information shown therein and have been extracted accurately from the Restated Consolidated Financial Information of the Company. There is no inconsistency between the audited financial statements and the Restated Consolidated Financial Information, except to the extent caused only by and due to the restatement in accordance with ICDR Regulations. There are no qualifications, adverse remarks or matters of emphasis made in the audit reports and examination reports issued by the auditors with respect to the Restated Consolidated Financial Information of the Company included in the Draft Red Herring Prospectus (and to be included in the Red Herring Prospectus and the Prospectus.

- 4.4 The Company maintains a system of internal accounting controls which is sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general and specific authorizations, (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with the Applicable Accounting Standards or other applicable generally accepted accounting principles and to maintain accountability for their respective assets, (iii) access to assets of the Company is permitted only in accordance with management’s general or specific authorizations, (iv) the recorded assets of the Company are compared to existing assets at reasonable intervals of time, and appropriate action is taken with respect to any differences and (v) the Company’s current management information and accounting control systems have been in operation for at least 12 (twelve) months during which the Company has not experienced any material difficulties with regard to (i) to (iv) above. Since the end of the Company’s most recent audited fiscal year, there has been (a) no material weakness or other control deficiency in the Company Entity’s internal control over financial reporting (whether or not remediated); and (b) no change in the Company Entity’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, any Company’s internal control over financial reporting. Such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons. The Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company. The Board of Directors of the Company have laid down “internal financial controls” (as defined under Section 134 of the Companies Act) to be followed by the Company and such internal financial controls are adequate and operating effectively, in accordance with the provisions of Section 134(5)(e) of the Companies Act and the Companies (Accounts) Rules, 2014, as amended. The Company’s statutory auditors have certified that as of June 30, 2023, the Company has adequate internal financial controls system in place and the operating effectiveness of such controls are in accordance with Section 143 of the Companies Act and the ‘Guidance Note on Audit of Internal Financial Controls Over Financial Report’ issued by the ICAI.
- 4.5 The statements in the Draft Red Herring Prospectus under the section “Management’s Discussion and Analysis of Financial Condition and Results of Operations” accurately and fully describe, and will accurately and fully describe, as the case may be, in the Red Herring Prospectus and the Prospectus (i) (a) accounting policies that the Company believes to be the most important in the portrayal of the Company’s financial condition and results of operations and which require management’s most difficult, subjective or complex judgments (“**Critical Accounting Policies**”), (b) uncertainties affecting the application of Critical Accounting Policies, and (c) an explanation of the likelihood that materially different amounts would be



reported under different conditions or using different assumptions; and (ii) (a) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur, and (b) the Company, Associate and Group Company are neither engaged in any transactions with, nor have any obligations to, its unconsolidated entities (if any) that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company, or otherwise engage in, or have any obligations under, any off-balance sheet transactions or arrangements. As used herein, the phrase reasonably likely refers to a disclosure threshold lower than more likely than not.

The description set forth in the Draft Red Herring Prospectus under the section “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” presents, fairly and accurately, the factors the management of the Company believes, have in the past financial years, described therein and will in the future, affect the financial condition and results of operations of the Company, Associate and Group Company.

- 4.6 The audited financial statements of the Company shall be made available on Company’s website, as required in accordance with, and in compliance with, Applicable Accounting Standards and in conformity with the requirements of the Applicable Law, including the Companies Act and the ICDR Regulations and will be complete and correct in all respects and present truly, fairly, in all respects, the financial position of the Company, as the case may be, as of the dates specified and its results of operations and cash flows for the periods specified. The supporting annexures and notes present truly, fairly and accurately and in accordance with Applicable Laws information required to be stated therein.
- 4.7 The Company undertakes that if the date of the Red Herring Prospectus, the Prospectus or the Allotment is or is expected to be later than two months from the date of the Restated Consolidated Financial Information included in the Red Herring Prospectus, the Company shall provide the auditor with the unaudited financial statements consisting of a balance sheet and profit and loss statement prepared by the management (“**Management Accounts**”) for the period commencing from the date of Restated Consolidated Financial Information included in the Red Herring Prospectus and ending on the month which is prior to the month in which the Red Herring Prospectus is filed with the RoC to enable the auditor to issue comfort letter to the BRLM, as of these dates, in a form and manner as may be agreed among the Parties; provided, however, that if the date of filing of the Red Herring Prospectus with the RoC occurs prior to the fifteenth day of such month, the Management Accounts shall only be provided for the period ending on the penultimate month prior to the filing of the Red Herring Prospectus.
- 4.8 Since the date of the Restated Consolidated Financial Information included in the Draft Red Herring Prospectus except as otherwise stated therein, (i) there have been no developments that result or would result, in the financial statements as included in the Draft Red Herring Prospectus, not presenting fairly in all material respects the financial condition, results of operations and cash flows of the Company, (ii) there has not occurred any material adverse change; (iii) there have been no transactions entered into, or any liability or obligation, direct or contingent, incurred, by the Company, other than those in the ordinary course of business, that are material with respect to the Company; and (iv) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.
- 4.9 The Company represents and warrants that each of the Issue Documents, publicity materials or Supplementary Issue Materials, (i) have been and shall be prepared in compliance with all Applicable Laws; (ii) have been and shall be prepared in compliance with all customary disclosure standards and are true, fair, correct, accurate and adequate so as to enable prospective investors to make a well-informed decision with respect to an investment in the Issue or as may be deemed necessary or advisable in this context by the BRLM; (iii) does not contain and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading, and all opinions and intentions expressed in each of the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus are honestly held. Provided that the representation and undertaking of the Company in relation to any untrue statement or alleged



untrue statement of a material fact contained in any of the Issue Documents prepared by or on behalf of the Company, or omission or the alleged omission to state therein, a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances under which they were made, will not be applicable in relation to any untrue statement or alleged untrue statement of a material fact contained in the Issue Documents pertaining to name, address, contact details and SEBI registration details of the BRLM and names of the past issues handled by the BRLM included in the Issue Documents. Further, any information made available, or to be made available, to the BRLM or their legal counsel and any statement made, or to be made, in the Issue Documents, or otherwise in connection with the Issue, shall be true, fair, correct, not misleading and without omission of any matter that is likely to mislead and adequate to enable prospective investors to make a well informed decision and shall be immediately updated until the commencement of trading of the Equity Shares on the Stock Exchanges, and under no circumstances shall the Company give any information or statement, or omit to give any information or statement, relation to itself which may mislead the BRLM, any Governmental Authorities or any investors in any respect, and no information, material or otherwise, shall be left undisclosed by the Company or its Affiliates, which may have an impact on the judgment of any Governmental Authority or the investment decisions of any investor. All information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided in writing or authenticated by the Company or its Affiliates or any of their respective directors, key managerial personnel, senior management personnel, employees or authorized signatories and their respective agents, advisors and representatives in connection with the Issue and/or the Issue Documents shall be updated, authentic, valid, true, fair, correct, accurate, not misleading and without omission of any matter that is likely to mislead, and adequate to enable prospective investors to make a well informed decision.

- 4.10 the Company acknowledges and agrees that the proceeds of the Issue shall be utilized for the purposes and in the manner set out in the section titled “*Objects of the Issue*” in the Issue Documents, and as may be permitted by Applicable Laws, and the Company shall not make any changes to such purposes after the completion of the Issue (including a variation in the terms of any contract disclosed in the Issue Documents) not in accordance with the relevant provisions of ICDR Regulations, Companies Act and other Applicable Laws, as may be applicable, and the Company and the Promoters shall be responsible for compliance with Applicable Laws in respect of variation in the terms of utilization of the proceeds of the Issue disclosed in the Issue Documents.
- 4.11 The Company and its Affiliates shall not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a bid in the Issue, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a bid in the Issue.
- 4.12 The Company has entered into agreements with the National Securities Depository Limited and Central Depository Services (India) Limited for the dematerialization of the outstanding Equity Shares and all of the Equity Shares held by the Promoters and members of the Promoter Group are in dematerialized form as on the date of filing of the Draft Red Herring Prospectus and shall continue to be in dematerialized form, thereafter.
- 4.13 The Company represents and confirms that all the Equity Shares of the Promoter which shall be locked-in are eligible for computation of minimum promoters’ contribution under Regulation 14 and Regulation 15 of the ICDR Regulations and shall continue to be eligible for such contribution at the time of filing the Red Herring Prospectus and Prospectus with the RoC. Additionally, the Company further agrees and undertakes that it will procure undertaking from the Promoters that they will not dispose, sell or transfer their Equity Shares during the period starting from the date of filing the Draft Red Herring Prospectus until the date of Allotment.
- 4.14 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, the operations of the Company and its Associate have, at all times, been conducted in compliance with all Applicable Laws in all material respects and no material adverse change has resulted from such operations under Applicable Laws;



- 4.15 Except as disclosed in the Draft Red Herring Prospectus, and except as will be disclosed in the Red Herring Prospectus and the Prospectus, the Company and its Associate represents that it possesses all the necessary permits, registrations, licenses, approvals, consents and other authorizations (collectively, the “**Governmental Licenses**”) issued by, and has made all necessary declarations and filings with, the appropriate central, state or local regulatory agencies or international regulatory agencies, or any person which is its counter party to any agreement executed by it for the business carried out by the Company. Further, except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, the Governmental Licenses are valid and in full force and effect, the terms and conditions of which have been fully complied with, and no notice of proceedings has been received relating to the breach, revocation or modification of any such Governmental Licenses, except where such non-compliance, breach, revocation or violation would not result in a Material Adverse Change and the businesses of the, as of the date hereof, is not in breach or violation of Governmental Licenses. Further, except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, in case of Governmental Licenses which are required in relation to the business and have not yet been obtained, the Company represents that the Company has made the necessary application for obtaining such Governmental Licenses and no such application has been rejected by any concerned authority. Further, except as disclosed in the Draft Red Herring Prospectus, no approval is required by the Company from any governmental or regulatory authority, to carry on its business and/or to undertake the Issue.
- 4.16 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, the Company and its Associate owns or possesses or can acquire on reasonable terms, all material consents, licenses, approvals, has right to use all trademarks, trade names, copyrights, licenses and other similar rights (collectively, “**Intellectual Property Rights**”) that are reasonably necessary to conduct its businesses as now conducted and as is disclosed in the Draft Red Herring Prospectus or as will be disclosed in the Red Herring prospectus and Prospectus; and the expected expiration of any of such Intellectual Property Rights would not, individually or in the aggregate, result in a material adverse change.
- 4.17 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, the Company and its Associate leases or licenses all the properties as are necessary to conduct its operations as presently conducted; The properties, held under lease (which expression includes any letting, any under-lease or sublease (howsoever remote) and any tenancy or license to occupy and any agreement for any lease, letting, under lease, sublease or tenancy) by the Company and its Associate are held under valid and enforceable leases and do not interfere with the use made or proposed to be made of such property and are in full force and effect. Further, all documents that are material to the current or proposed use of the properties which have been (or will be) described in the Issue Documents, are in full force and effect.
- 4.18 The Company’s and its Associate, businesses are insured by recognized, financially sound institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses including, without limitation, policies covering property owned or leased by the Company, against standard perils such as theft, destructions, acts of vandalism, fire, riots, strikes, malicious damage, floods and earthquakes and other natural disasters. The Company has no reason to believe that the Company will not be able to: (i) renew their existing insurance coverage as and when such policies expire; or (ii) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct their respective businesses as now conducted and at a cost that would not result, individually or in the aggregate, in a material adverse change. The Company has not been denied any insurance coverage which it has sought or for which it has been applied except where it shall not result in a Material Adverse Change. All insurance policies required to be maintained by the Company are in full force and effect, and they are in compliance with the terms of such policies and instrument in all respects. Except as disclosed in the Draft Red Herring Prospectus, and as may be disclosed in the Red Herring Prospectus and Prospectus,





there are no material claims made by the Company, under the insurance policy or instruments, which are pending as of date except where it shall not result in a Material Adverse Change.

- 4.19 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, the Company has duly filed all tax returns that are required to have been filed by them pursuant to Applicable Laws, and have paid or made provisions for all taxes due pursuant to such returns or pursuant to any assessment received by them, except for such taxes or interest or penalties accrued or accruing or alleged to be accrued or accruing therein with respect to the Company (as the case maybe), if any, as are being contested in good faith and as to which adequate reserves have been provided in financial statements included in the Issue Documents. Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, the Company represents that here are no tax actions, liens, audits or investigations pending or threatened against the Company or its Associate or upon any properties or assets of the Company or its Associate.
- 4.20 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, the Company are not in violation of 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) in respect of any judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator applicable to it or other authority having jurisdiction over them.
- 4.21 There is no labour problem, slow down, work stoppage, disturbance or dispute with the directors or employees of the Company which exists or is threatened or imminent in writing and that the Company is not aware of any existing or imminent labour disturbance by the employees of any of the Company, or the employees of its principal suppliers, contractors and/or distributors. Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, no key management personnel or senior management personnel of the Company have terminated or have indicated or expressed a desire to terminate his or her relationship with the Company. The Company does not have any intention to terminate the directorship of any Director or employment of any key managerial personnel or senior management personnel whose name appears in the Draft Red Herring Prospectus.
- 4.22 All share transfers made by the shareholders of the Company have been duly recorded and share transfer forms have been duly stamped and filed with the Company.
- 4.23 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and Prospectus, all secretarial records of the Company have been correctly filed with the relevant Governmental Authorities and are available with the Company and/or the records of the relevant Governmental Authority.
- 4.24 Neither the Company nor any of its Associate, nor any director, officer, employee, agent, representative of the Company or, any of its Affiliates, has taken or will take any action, directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts, entertainment or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; or (ii) that has resulted or will result in a violation by such persons of the Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), the U.K. Bribery Act, 2010, any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or any similar statutes or law of any other relevant jurisdiction, or the rules or regulations thereunder; or (iii) has used any funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company



and its Affiliates have conducted their businesses in compliance with (i) applicable anti-corruption laws, and (ii) the FCPA, and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

- 4.25 The operations of the Company, its Associate and its Affiliates are and have been conducted at all times in compliance with all applicable financial record keeping and reporting requirements, the anti-money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Associate or any of its Affiliates with respect to the Anti-Money Laundering Laws is pending or threatened.
- 4.26 The Company agree that in the event of any compensation required to be paid by the post-Issue BRLM to Bidders for delays in redressal of their grievance by the SCSBs in accordance with the SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, the SEBI Circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and the SEBI circular SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and/or any other Applicable Law, the Company shall reimburse the relevant BRLM for such compensation (including applicable taxes and statutory charges, interest or penalty, if any) immediately but no later than 2 (two) Working Days of (i) receipt of proof of payment of compensation (including applicable taxes and statutory charges, interest or penalty, if any) by the BRLM or (ii) the amount of compensation payable (including applicable taxes and statutory charges, interest or penalty, if any) being communicated to the Company in writing by the BRLM, whichever is earlier.
- 4.27 The Company shall ensure that all transactions in Equity Shares (including any sale, purchase, pledge or other Encumbrance) by the Promoters and Promoter Group between the date of filing of the Draft Red Herring Prospectus and the date of closing of the Issue shall be subject to prior intimation to the BRLM and shall also be reported to the BRLM immediately after the completion of such transaction and to the Stock Exchanges, within 24 (twenty four) hours of such transaction.
- 4.28 All representations, warranties, undertakings and covenants in this Agreement relating to or given by the Company on its behalf or on behalf of its Associate, Directors, Promoters, members of the Promoter Group, officers, employees or Affiliates, as applicable, have been made by the Company after due consideration and inquiry, and the BRLM are entitled to seek recourse from the Company for any breach of any such representation, warranty, undertaking or covenant.

## 5. SUPPLY OF INFORMATION AND DOCUMENTS BY THE COMPANY

- 5.1 The Company undertakes to furnish and cause the Directors, Promoters, Promoter Group, Associate, Group Company and its Affiliates to furnish such information, documents, certificates, reports and particulars for the purpose of the Issue as may be required or requested by the BRLM or its Affiliates, to enable them to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, including, any post-Issue reports, certificates, documents or other information as may be required by the SEBI, the Stock Exchanges, the RoC and/or any other Governmental Authority (inside or outside India) in respect of the Issue or to enable the BRLM to confirm the correctness and/or adequacy of the statements made in the Issue Documents, as applicable and to enable the BRLM to file the due diligence certificate or other reports as required under the ICDR Regulations. The BRLM shall have the right to withhold submission of the Draft Red Herring Prospectus, Red Herring Prospectus or Prospectus to SEBI, the RoC or the Stock Exchanges in case any of the particulars, or information or documents requested by the BRLM is not made available by the Company, its Affiliates, its Associate, the Promoters, Directors, the members of the Promoter Group and the Group Company within reasonable time upon request by the BRLM. The BRLM shall have the



right to request for any necessary reports, documents, papers or information from the Company, its Associate, the Promoters, Directors, the members of the Promoter Group and the Group Company to enable the BRLM to file such report as specified in this Clause and as required under Applicable Laws or as may be required by SEBI, whether on or prior to or after the date of the Issue, and the Company and its Affiliates, its Associate, the Promoters, Directors, the members of the Promoter Group and the Group Company shall extend full cooperation to the BRLM in connection with the foregoing.

- 5.2 The Company agrees and undertakes to provide all relevant information to the BRLM for a period of three financial years and the three months period ended June 30, 2023 from the date of listing of the Equity Shares on the Stock Exchanges and allow disclosure of the same to enable the BRLM to comply with the requirements under the SEBI circular no. CIR/MIRSD/1/2012 dated January 10, 2012 on “disclosure of track record of the public issues managed by merchant bankers” or any amendments thereto.
- 5.3 The Company shall extend all necessary facilities to the BRLM to interact on any matter relevant to the Issue with the Directors, other key managerial personnel and senior management personnel of the Company or any of its Affiliates solicitors/legal advisors, auditors, consultants, advisors to the Issue and also with any other intermediaries, including the Registrar to the Issue, who may be associated with the Issue, in any capacity whatsoever. In this regard, the Company shall instruct all intermediaries such as the Registrar to the Issue, the Bankers to the Issue, the Escrow Collection Bank(s), Refund Bank(s), Public Issue Bank(s), advertising agencies, credit rating agencies, printers, bankers, auditors, consultants and brokers to follow the instructions of the BRLMs, and shall make best efforts to include a provision to that effect in the respective agreements with such intermediaries. For the avoidance of doubt, it is clarified that such intermediaries shall be solely and exclusively responsible for the performance of their respective duties and obligations.
- 5.4 The Company shall be responsible for the authenticity, correctness, validity and reasonableness of the information, reports, statements, declarations, undertakings, clarifications, documents and certifications provided or authenticated by representatives of the Company, the Promoters, Directors, officers and the employees of the Company, Promoter Group, Group Company, or any of the Company’s key managerial employees, senior management personnel or any other information provided in connection with the Issue Documents. The Company hereby expressly affirms that neither of the BRLM nor its Affiliates shall be liable in any manner for the foregoing.
- 5.5 The Company accepts full responsibility for the consequences, if any, of the Company, its Directors, Promoters, Group Company and Promoter Group or any of its Affiliates making a false statement or misstatement, providing misleading information or withholding or concealing information which may have a bearing on the Issue. The Company further expressly affirms that neither the BRLM nor its Affiliates shall be liable in any manner for the foregoing.
- 5.6 The Company shall keep the BRLM informed on an immediate basis, until the commencement of listing and trading of the Equity Shares in this Issue, if it encounters any difficulty due to disruption in communication systems or any other adverse circumstance which is likely to prevent or which has prevented compliance with its obligations, whether statutory or contractual, in respect of any matter pertaining to the Issue, including matters pertaining to Allotment and dispatch of refund orders, and/or demat credits for the Equity Shares. The Company shall update the information provided to the BRLM and duly communicate to the BRLM, any change subsequent to distribution of the Red Herring Prospectus to prospective investors and also subsequent to the submission of the Prospectus but up to commencement of trading of the Equity Shares on the Stock Exchanges, which would make the information contained in the Red Herring Prospectus or the Prospectus misleading or contain an omission in any material respect.
- 5.7 The Company authorizes the BRLM to Issue and circulate the Issue Documents to prospective investors in accordance with the Applicable Laws of relevant jurisdictions, provided however that the BRLM shall not issue and/or circulate the Issue Documents to investors in regions where



such issuance and/or circulation shall be illegal or require additional registration requirements on behalf of the Company.

- 5.8 The Company undertakes to sign and cause each of its Directors and the Chief Financial Officer, to sign the Draft Red Herring Prospectus to be filed with SEBI and Red Herring Prospectus and the Prospectus to be filed with SEBI and/or the RoC. Such signatures will be construed to mean that the Company agrees that the affixing of signatures by signatories of the Company shall also mean that no relevant material information has been omitted from the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus.

## 6. DUE DILIGENCE BY THE BOOK RUNNING LEAD MANAGER

- 6.1 The Company represents, warrants and undertakes that it shall, and shall cause the Associate, Company's Directors, key managerial personnel, senior management personnel, Promoters and members of the Promoter Group to extend all cooperation and assistance to the BRLM and its representatives and the legal counsel to visit the offices of the Company and its Affiliates or its Associate, to: (a) inspect their records, including accounting records, or review other information or documents, including those relating to legal, arbitral cases or threatened or pending legal actions, or to conduct a due diligence of the Company and its Affiliates in relation to the Issue; and (b) conduct due diligence (including to ascertain for themselves the state of affairs of any such entity and/or any other facts relevant to the Issue) and review of relevant documents in relation to the Issue; and (c) to interact on any matter relevant to the Issue with the solicitors, legal advisor, auditors, consultants, advisors to the Issue, financial institutions, banks, agencies or any other organization, and also with any other intermediaries, including the Registrar to the Issue, that may be associated with the Issue in any capacity whatsoever.
- 6.2 The Company agrees that the BRLM shall, at all times, and as they deem appropriate, subject to reasonable notice, have access to the Directors, key managerial personnel and senior management personnel of the Company, its Affiliates and external advisors in connection with matters related to the Issue (i) promptly furnish all such information, documents, certificates, reports and particulars for the purpose of the Issue as may be required or requested by the BRLM or its Affiliates to enable them to (a) cause the filing, in a timely manner, of such documents, certificates, reports and particulars, including without limitation any post-Issue documents, certificates (including any due diligence certificates), reports or other information as may be required by SEBI, the Stock Exchange(s), the Registrar of Companies and/or any other regulatory or supervisory authority (inside or outside India) in respect of the Issue, during or after the Issue or to enable the BRLM to review the correctness and/or adequacy of the statements made in the Issue Documents; and (b) prepare, investigate or defend themselves in any proceedings, action, claim or suit in relation to the Issue; and (ii) provide, immediately upon the request of the BRLM, any documentation, information or certification (including any documents identified as confidential and a copy of which was not shared with the BRLM), in respect of compliance by the BRLM with any Applicable Laws or in respect of any request or demand from any governmental, statutory, regulatory or supervisory authority, during or after the Issue, and shall extend full cooperation to the BRLM with respect to the foregoing.
- 6.3 If, in the sole opinion of the BRLM, the due diligence of the Company's or its Promoters, Directors, Promoter Group or Associate records, documents or other information in connection with the Issue requires hiring of services of technical, legal or other experts or persons, the Company shall promptly hire and provide such persons with access to all relevant records, documents and other information of the Company, and if required to comply with Applicable Laws and its Affiliates. The expenses of such persons shall be paid directly by the Company, provided however that if it is necessary that the BRLM pay such persons, the Company shall reimburse the BRLM in full for payment of any fees and expenses to such persons. The Company shall instruct all such persons including the Registrar to the Issue, the Escrow Collection Bank(s), credit rating agencies, if any, printers, bankers, brokers and Syndicate Member(s) to co-operate and follow the instructions of the BRLM and shall include a provision to that effect in the respective agreements with such persons.



## 7. APPOINTMENT OF INTERMEDIARIES

- 7.1 The Company shall, in consultation with the BRLM, appoint relevant intermediaries (other than the Self-Certified Syndicate Banks, Registered Brokers, Collecting Depository Participants and RTAs) and other entities as are mutually acceptable to the Parties, including the Registrar to the Issue, the Escrow Collection Bank(s), the Refund Bank(s), the Public Issue Account Bank(s), the Sponsor Bank, advertising agencies, brokers and printers, industry experts and any other experts as required.
- 7.2 The Company undertakes that if the Issue size exceeds the thresholds prescribed under Regulation 49(1) of the ICDR Regulations, the Company shall appoint a monitoring agency to monitor the use of proceeds of the Issue and shall comply with such disclosure and accounting norms as may be specified by SEBI from time to time. The Company shall not, directly or indirectly, engage or associate with any other agency to carry out any part of the service agreed to be performed by the BRLM without consulting the BRLM. The fees to such agencies, if appointed, shall be payable by the Company directly and the BRLM shall not be liable or responsible thereof.
- 7.3 The Parties agree that any intermediary that is appointed shall, if required, be registered with SEBI under the Applicable Laws. Whenever required, the Company shall, in consultation with the BRLM, enter into a memorandum of understanding, agreement or engagement letter with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. All costs, charges, fees and expenses relating to the Issue, including road show, accommodation and travel expenses and fees and expenses paid by the Company to any of the intermediaries shall be paid in accordance with the Applicable Laws, as per the agreed terms with such intermediaries. For avoidance of doubt, it is acknowledged that such intermediary so appointed shall be solely responsible for the performance of its duties and obligations. A certified true copy of such executed memorandum of understanding, agreement or engagement letter shall promptly be furnished by the Company to the BRLM.
- 7.4 The BRLM and its Affiliates shall not, directly or indirectly, be held responsible for any action or omission of any intermediary appointed in respect of the Issue. However, the BRLM shall coordinate, to the extent required under Applicable Laws or under any agreements to which it is party, the activities of all the intermediaries in order to facilitate the performance of its functions in accordance with its terms of engagement. The Company acknowledges and agrees that any such intermediary, being an independent entity, and not the BRLM or its Affiliates, shall be fully and solely responsible for the performance of its duties and obligations.
- 7.5 The Company acknowledge and take cognizance of the deemed agreement of the Company with the Self Certified Syndicate Banks for purposes of the ASBA process (as set out under the ICDR Regulations), as well as with the Designated Intermediaries for the purposes of collection of Bid cum Application Forms in the Issue, as set out in the Issue Documents. The Company undertake that they shall pay the BRLM immediately but no later than 2 (two) Working Days of receiving an intimation from them, for any compensation or liabilities for delay or failure in unblocking of ASBA funds by SCSBs or non-performance of roles by the Registrar to the Issue and/or the SCSBs as set out in the SEBI circulars dated March 16, 2021, March 31, 2021, June 2, 2021 and/or other Applicable Law, in the manner prescribed under this Agreement or as mutually agreed between the Company, in consultation with the BRLM.

## 8. PUBLICITY FOR THE ISSUE

- 8.1 Each of the Company its Associate, Directors and the Promoters agree that it has not and shall not, and that its respective Affiliates have not and shall not, during the restricted period, as set out in the publicity memorandum circulated by the legal counsel (“**Publicity Memorandum**”) in relation to the Issue, engage in any publicity activities that are not permitted under Applicable Laws in any jurisdiction, including the ICDR Regulations and have complied with and shall at all times comply with the publicity memorandum circulated by legal counsel in relation to the Issue and shall ensure that its Affiliates, directors, employees and representatives are aware of and comply with such guidelines.



- 8.2 Subject to Applicable Laws including publicity restrictions issued by SEBI or restrictions in any jurisdiction in which the Issue Documents are proposed to be circulated, the Company acknowledge and agree that the BRLM may, at its own expense, after the closing of the Issue, place advertisements in newspapers and other external publications and other marketing materials describing the BRLM's involvement in the Issue and the services rendered by the BRLM, and may use the Company's name and, if applicable, logos in this regard.
- 8.3 The Company and its Affiliates shall, during the restricted period under Clause 8.1 above, obtain the prior written consent of the BRLM in respect of all advertisements, press releases, publicity material or any other media communications in connection with the Issue and shall make available to the BRLM copies of all such Issue related material reasonably in advance of the proposed date of publication of such Issue related material.
- 8.4 The Company and its Affiliates shall comply with, and shall also ensure that any advertisements, press releases, publicity material or other communications comply with, all Applicable Law, including the ICDR Regulations. None of the Company and its Affiliates shall provide any additional or price sensitive information or make any statement or release any material or other information in any advertisements or any other form of publicity relating to the Issue, including:
- (i) at any corporate, press, brokers' or investors' conferences in respect of the Issue;
  - (ii) in any interviews, blogs, posts on social media by the directors, key managerial personnel, senior management personnel or employees or representatives of the Company or any its Affiliates;
  - (iii) in any documentaries about the Company or its Associate or the Promoters;
  - (iv) in any periodical reports or press releases by the Company or its Affiliates, or by any other Company Entity; and
  - (v) to any person, including any research analyst in any manner whatsoever, including at road shows, presentations and in research or sales reports or at Bidding Centers,
- which is misleading, inaccurate or incorrect or which is not disclosed in the Issue Documents, or that does not comply with the Publicity Memorandum or conform to Applicable Law, including the ICDR Regulations and the instructions given by the BRLM appointed in relation to the Issue, from time to time.
- 8.5 The Company shall procure its Affiliates shall not, provide any additional information or information extraneous to the Issue Documents to any person including any research analyst in any manner whatsoever including at road shows, presentations, in research or sales reports or at bidding centers.
- 8.6 The Company accept full responsibility for the content of any announcement, or any information contained in any document in connection with the Issue which the Company, requests the BRLM to issue or approve. The BRLM reserve the right to refuse to issue or approve any such document or announcement and to require the Company, to prevent its distribution or publication if, in the sole view of the BRLM, such document or announcement is inaccurate or misleading in any way or not permitted under Applicable Law.
- 8.7 In the event that any advertisement, publicity material or any other communication in connection with the Issue is made in violation of the restrictions set out in this Clause 8, the BRLM shall have the right to request the immediate withdrawal, cancellation, denial or clarification of such advertisement, publicity material or any other communication.
- 8.8 The Company agrees that the BRLM may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Issue and the services rendered by them, and may use the Company's name and/or logos, if applicable, in this



regard. The BRLM undertakes and agrees that such advertisements shall be issued only after the date on which the Equity Shares under the Issue are approved for trading on the Stock Exchanges. In the event that approval for trading on each of the Stock Exchanges is effective on different dates, the later date shall be the relevant date for the purposes of this Clause 8.8.

- 8.9 The Company undertakes that it shall procure and provide all information and certifications (including from any publicity/press/advertising agency) to enable the BRLM to furnish any certificate to the SEBI as required under Regulation 42 read with Schedule IX of the ICDR Regulations. The Company shall enter into an agreement with a press/advertising agency, in a form satisfactory to the BRLM, to monitor the news reports, for the period between the date of filing of the Draft Red Herring Prospectus and the date of closure of the Issue.

**9. DUTIES OF THE BOOK RUNNING LEAD MANAGER AND CERTAIN ACKNOWLEDGEMENTS**

9.1 The BRLM, represent and warrant to the Company that:

- (i) SEBI has granted to such BRLM a certificate of registration to act as a merchant banker in accordance with the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 and that such certificate is valid and subsisting as on the date of this Agreement;
- (ii) this Agreement has been duly authorized, executed and delivered by it and is a valid and legally binding obligations on such BRLM, enforceable against it in accordance with Applicable Law;

9.2 The Company agrees and acknowledges that:

- (i) the engagement of the BRLM is independent from any other underwriter or syndicate member or other intermediary appointed in connection with the Issue. Accordingly, the BRLM shall have no liability to the Company or its Affiliates for any actions or omissions of, or the performance by the syndicate members, underwriters or any other intermediary appointed in connection with the Issue. The BRLM shall act under this Agreement as an independent contractor with duties arising out of its engagement pursuant to this Agreement owed solely to the Company and not in any other capacity, including as a fiduciary, agent or advisor of the Company or its Affiliates, shareholders, creditors, employees, any other party;
- (ii) the BRLM owes the Company only those duties and obligations expressly set forth in this Agreement and the Engagement Letter;
- (iii) the BRLM's scope of services under this Agreement does not include the activity of, or relating to, updating on an annual or other periodic basis the disclosures made in the Issue Documents and making such updated disclosures publicly accessible in accordance with Applicable Laws and any provisions of the Listing Regulations;
- (iv) no tax, legal, regulatory, accounting or technical or specialist advice is or shall be given by the BRLM. The duties and responsibilities of the BRLM under this Agreement shall not include general financial or strategic advice, and in particular shall not include providing services as receiving bankers or registrars. No tax, legal, regulatory, accounting, technical or specialist advice is being given by the BRLM;
- (v) any purchase and sale of the Equity Shares pursuant to an underwriting agreement, including the determination of the Issue Price, shall be an arm's length commercial transaction between the Company and the BRLM, subject to the execution of the Underwriting Agreement. The BRLM is acting (at arm's length at all times) as principal and not as an agent or fiduciary or advisor of the Company or its Affiliates, shareholders, creditors, employees or any other party;



- (vi) the BRLM may have interests that differ from those of the Company . Neither this Agreement nor the BRLM’s performance hereunder nor any previous or existing relationship between the Company and the BRLM or its Affiliates shall be deemed to create any fiduciary relationship in connection with the Issue. The Company waives to the fullest extent permitted by Applicable Laws any claims it may have against the BRLM arising from any alleged breach of fiduciary duties in connection with the Issue or otherwise;
- (vii) the Company is solely responsible for making its own judgment in connection with the Issue, irrespective of whether the BRLM has advised or is currently advising the Company on related or other matters. The Company acknowledges and agrees that the BRLM nor any of its respective directors, officers, employees, shareholders or Affiliates shall be liable for any decisions, including, among others, the pricing of the Issue, the timing of the Issue, tax obligations, postal or courier delays, invalid, faulty or incomplete applications or invalid, faulty or incomplete bank account details in such applications or for any other events as detailed in the Issue Documents;
- (viii) the BRLM shall not be held responsible for any acts of commission or omission of the Company or its Affiliates, any intermediaries or their respective directors, officers, agents, employees, consultants, representatives, advisors or other authorized persons;
- (ix) the BRLM may provide the services hereunder through one or more of its Affiliates, as the BRLM deems advisable or appropriate; The BRLM shall be responsible for the activities carried out by its Affiliates in relation to this Issue and for its obligations hereunder;
- (x) the provision of services by the BRLM under this Agreement is subject to the requirements of any Applicable Laws in respect of the BRLM and its Affiliates (collectively a “Group”). The Group is authorized by the Company to take any action which they consider is appropriate, necessary or desirable to carry out the services under this Agreement or under the Engagement Letter or to comply with any Applicable Law, including any codes of conduct, authorizations, consents or practice, and the Company hereby agree to ratify and confirm all such actions lawfully taken;
- (xi) The Group is engaged in a wide range of financial services and businesses (including asset management, financing, securities or derivatives trading and brokerage, insurance, corporate and investment banking, financial advisory and research). In the ordinary course of its activities, the Group may at any time hold “long” or “short” positions and may trade in or otherwise effect transactions for their own account or accounts of customers in debt or equity securities of any company that may be involved in the Issue. Members of Group and businesses within Group generally act independently of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of a Group and/or its clients either now have or may in the future have interests, or take actions, that may conflict with the Company’s interests. For example, a Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of other clients, including trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company, its Affiliates or other entities connected with the Issue. The BRLM and its Group shall not restrict their activities as a result of this engagement, and the BRLM and its Group may undertake any business activity without further consultation with, or notification to, the Company. Neither this Agreement nor the receipt by the BRLM or its Group of confidential information or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of trust or confidence) that would prevent or restrict the BRLM or its Group from acting on behalf of other customers or for its own accounts or in any other capacity. Further, the Company acknowledges that from time to time the Group’s research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of the members of the Group’s investment banking department, and may have an





adverse effect on the Company's interests in connection with the Issue or otherwise. The BRLM's investment banking department is managed separately from its research department, and does not have the ability to prevent such occurrences;

- (xii) no stamp, transfer, issuance, documentary, registration, or other taxes or duties are payable by the BRLM in connection with (a) the issue, sale and delivery of the Equity Shares to or for the account of the BRLM or (b) the execution and enforcement of this Agreement, Engagement Letter and any other agreement to be entered into in relation to the Issue;
- (xiii) the BRLM and its Affiliates shall not be liable in any manner for the information or disclosure in the Issue Documents, except to the extent of the information provided by the BRLM in writing expressly for inclusion in the Issue Documents, which consists only of the BRLM's name, registered address, logo, SEBI registration number and contact details;
- (xiv) members of the Group, its directors, officers and employees may also at any time invest on a principal basis or manage funds that invest on a principal basis, in debt or equity securities of any company that may be involved in the Issue (including of the Company in the Issue), or in any currency or commodity that may be involved in the Issue, or in any related derivative instrument. Further, the BRLM and any of the members of the Group may, at any time, engage, in ordinary course, broking activities for any company that may be involved in the Issue; and
- (xv) the BRLM and/or its Affiliates may be representing and/or may have provided financial advisory and financing services for and received compensation from any one or more of the parties which are or may hereafter become involved in this transaction. The BRLM and/or any member of its Groups may, in the future, seek to provide financial services to and receive compensation from such parties. None of the relationships described in this Agreement or the services provided by the BRLM to the Company or any other matter shall give rise to any fiduciary, equitable or contractual duties (including any duty of confidence) which would preclude or limit in any way the ability of the BRLM and/or any member of its Groups from providing similar services to other customers, or otherwise acting on behalf of other customers or for their own accounts. The Company acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons, or the rules of any regulatory authority, the Group may be prohibited from disclosing information to the Company (or such disclosure may be inappropriate), including information as to the Group's possible interests as described in this paragraph and information received pursuant to client relationships.

9.3 The obligations of the BRLM in relation to the Issue shall be conditional, *inter-alia*, upon the following:

- (i) any change in the quantum or type of securities proposed to be offered in the Issue or in the terms and conditions of the Issue being made only after prior consultation with and the prior written consent of the BRLM;
- (ii) the Company providing complete, authentic, correct, valid information, reports, statements, declarations, undertakings, clarifications, documents and certifications as may be required by the BRLM (a) for the purposes of the Issue Documents, (b) to enable the BRLM to verify that the statements made in the Issue Documents are true, accurate and correct and not misleading, and do not omit any information required to make them true and correct and not misleading, or (c) that are required by law or regulations or any regulator, to enable the BRLM to cause the filing of the post- Issue reports;
- (iii) market conditions in India or globally, before launch of the Issue being, in the sole opinion of the BRLM, satisfactory for the launch of the Issue;



- (iv) the absence of, in the sole opinion of the BRLM, any Material Adverse Change or prospective Material Adverse Change;
- (v) due diligence (including the receipt by the BRLM of all necessary reports, documents or papers from the Company) having been completed to the satisfaction of the BRLM, including to enable the BRLM to file any due diligence certificate with the SEBI (or any other Governmental Authority) and any other certificates as are customary in offerings of the kind contemplated herein;
- (vi) receipt of any necessary or desirable reports, declarations, undertakings, clarifications, certifications, documents, papers, or information required by BRLM to enable them to verify that the statements made in the Issue Documents are true and correct and disclose all material details in respect of the operations or otherwise and not misleading, and do not contain any omissions required to make them true and correct and not misleading or when required by the law or by the regulators to enable BRLM to cause filing of post-issue reports;
- (vii) terms and conditions of the Issue having been finalized in consultation with and to the satisfaction of the BRLM, including the Price Band, the Issue Price, the Anchor Investor Issue Price and the size of the Issue;
- (viii) approval by the BRLM of any changes to the terms and conditions of the Issue from those set forth in the Draft Red Herring Prospectus, including any amendments or supplements or any notices, corrections or corrigenda in connection therewith, the Red Herring Prospectus, or the Prospectus, as the case may be;
- (ix) completion of all regulatory requirements (including receipt of all necessary approvals and authorizations, and compliance with the conditions, if any, specified therein, in a timely manner) and receipt of and compliance with all consents, approvals and authorizations under applicable contracts required in relation to the Issue, including financing arrangements with the Company's lenders compliance with all Applicable Laws governing the Issue and disclosures in the Issue Documents, all to the satisfaction of the BRLM;
- (x) completion of all documentation for the Issue, including the Issue Documents and the execution of certifications (including certifications and comfort letters from the statutory auditors of the Company, in form and substance satisfactory to the BRLM, within the rules of the code of professional ethics of the ICAI containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Issue Documents, each dated as of the date of (i) the Draft Red Herring Prospectus, (ii) the Red Herring Prospectus, (iii) the Prospectus, and (iv) allotment of the Equity Shares pursuant to the Issue; provided that each such letter delivered shall use a "cut-off date" not earlier than a date three (3) Working Days prior to the date of such letter), undertakings, consents, legal opinions and the other agreements, and where necessary, such agreements shall include provisions such as representations and warranties, conditions as to closing of the Issue, *force majeure*, indemnity and contribution, in form and substance satisfactory to the BRLM;
- (xi) the benefit of a clear market to the BRLM prior to the Issue, and in connection therewith, the absence of any debt or equity offering of any type or any offering of hybrid securities, other than the Issue, undertaken, or being undertaken subsequent to the filing of the Draft Red Herring Prospectus, by the Company, or any of its Affiliates, without the prior written consent of the BRLM;
- (xii) the Company having not breached any term of this Agreement or the Engagement Letter or any other agreement entered into in connection with the Issue;



- (xiii) the receipt of approval from the internal committee of the BRLM which approval may be given in the sole determination of each such committee; and
- (xiv) the absence of any of the events referred to in Clause 20.4(iv).

9.4 The Company will not other than through the Issue, otherwise access the domestic or international capital markets by a fresh issue or offer for sale of its securities, without the prior written consent of the BRLM.

## 10. EXCLUSIVITY

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

10.2 During the term of this Agreement, the Company agrees that they will not, directly or indirectly, offer to sell any Equity Shares, or otherwise contact or enter into a discussion with any other party in connection with the structuring, issuance, sale, arrangement or placement of the Equity Shares, other than through the BRLM. In addition, and without limiting the foregoing, during the term of this Agreement, the Company will not engage any other party to perform any services or act in any capacity for which the BRLM have been engaged pursuant to this Agreement with respect to any potential transaction without the approval of the BRLM.

## 11. CONFIDENTIALITY

11.1 The BRLM agree, that all information relating to the Issue and disclosed to the BRLM by the Company, the Promoters, Promoter Group, Group Company and/or the Directors and employees, whether furnished before or after the date hereof, for the purpose of this Issue shall be kept confidential, from the date hereof until (a) date of completion of the Issue, (b) termination of this Agreement, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to:

- (i) any disclosure to investors or prospective investors of the Equity Shares in connection with the Issue or in the Issue Documents, as required under Applicable Laws and disclosure at investor presentations and in advertisements pertaining to the Issue; or
- (ii) any disclosure pursuant to requirements under Applicable Law; or
- (iii) any disclosure pursuant to the order of any court or tribunal or pursuant to any direction, demand, request or requirement (whether or not having the force of law) of any central bank or any judicial, Governmental Authority having jurisdiction over any of the BRLM or its Affiliates or administrative agency or in any pending legal or administrative proceeding; or
- (iv) upon the request or demand of any regulatory authority or any stock exchange having jurisdiction over the BRLM or its Affiliates; or
- (v) any information, to the extent that such information was or becomes publicly available other than by reason of disclosure by the BRLM or its Affiliates in violation of this Agreement or was or becomes available to the BRLM or its Affiliates, employees, research analysts, advisors, legal counsel, independent auditors and other experts or agents from a source which is or was not known by such BRLM or its Affiliates to be



subject to a confidentiality obligation to the Company or its Affiliates or to the Directors, as the case may be; or

- (vi) any disclosure to the BRLM, its Affiliates and its employees, advisors, legal counsel, insurers, independent auditors and other experts or agents for and in connection with the Issue, who will be informed of their similar confidentiality obligations, either contractually or by way of their professional standards and ethics, or otherwise by law; or
- (vii) any disclosure to research analysts of the BRLM or any of its Affiliates; or
- (viii) any information made public or disclosed to third party with the prior written consent of the Company; or
- (ix) any information which, prior to its disclosure in connection with the Issue was already lawfully in the possession of the BRLM or its Affiliates; or
- (x) any information that the BRLM in its discretion reasonably deem appropriate to disclose with respect to any proceeding for the protection or enforcement of any of its Affiliate's, rights under this Agreement or Engagement Letter or otherwise in connection with the Issue; or
- (xi) any disclosure that the BRLM in its discretion reasonably deem appropriate to defend or protect a claim in connection with any action or proceedings or investigation or litigation/potential litigation arising from or otherwise involving the Issue to which the BRLM or its Affiliates become a party.

- 11.2 The term “**confidential information**” shall not include any information that is stated in the Issue Documents and related offering documentation or which may have been filed with relevant Governmental Authorities (excluding any informal filings or filings with the SEBI or another Governmental Authority where the SEBI or the other Governmental Authorities agree the documents are treated in a confidential manner) or any information, which in the opinion of the BRLM, is necessary to make the statements therein not misleading.
- 11.3 Any advice or opinions provided by the BRLM or its Affiliates to the Company, its Directors, or its Affiliates under or pursuant to this Issue and the terms specified under the Engagement Letter shall not be disclosed or referred to publicly or to any third party except in accordance with the prior written consent from the BRLM except where such information is required to be disclosed under Applicable Laws or in connection with disputes between the Parties or if required by a court of law or any other regulatory authority, including any action, proceeding, investigation or litigation arising from or otherwise involving the Issue to which the Company becomes a party; provided that the Company shall provide the BRLM with prior written notice of such requirement and such disclosures so as to enable the BRLM to obtain appropriate injunctive or other relief to prevent such disclosure and shall cooperate at their own expense with any action that the BRLM may request, to maintain the confidentiality of such advice or opinions.
- 11.4 The Company agrees to keep confidential the terms specified under this Agreement and the Engagement Letter and agree that no public announcement or communication relating to the subject matter of this Agreement or the Engagement Letter shall be issued or dispatched without the prior written consent of the BRLM except as may be required under Applicable Laws; provided that if the information is required to be so disclosed, the Company shall provide the BRLM with reasonable prior notice of such requirement and such disclosures, with sufficient details so as to enable the BRLM to obtain appropriate injunctive or other relief to prevent such disclosure, and the Company shall cooperate at its own expense with any action that the BRLM may request, to maintain the confidentiality of such advice or opinions.
- 11.5 The BRLM may not, without its prior written consent, be quoted or referred to in any document, release or communication prepared, issued or transmitted by the Company (including any



Affiliates or any directors, officers, agents and employees, as applicable, thereof) except as required under Applicable Laws.

- 11.6 Subject to Clause 11.1 above, the BRLM shall be entitled to retain all information furnished by the Company and its Affiliates, any intermediary appointed by the Company or its directors, employees, agents, legal or other advisors, representatives or counsels, and the notes, workings, analyses, studies, compilations, interpretations thereof, in connection with the Issue, and to rely upon such information in connection with any defences available to the BRLM or its Affiliates, under Applicable Laws, including any due diligence defence. The BRLM shall be entitled to retain copies of any computer records and files containing any information which have been created pursuant to its automatic electronic archiving and back-up procedures. Subject to Clause 11.1 above, all such correspondence, records, work products and other papers supplied or prepared by the BRLM or its Affiliates in relation to this engagement held on disk or in any other media (including financial models) shall be the sole property of the BRLM.
- 11.7 The Company unequivocally and unconditionally represents and warrants to the BRLM and its Affiliates that the information provided by the Company or its Affiliates is in its lawful possession and is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information. The Company also agrees that neither the BRLM nor its Affiliates shall have any liability, whether in contract, tort (including negligence) or otherwise under Applicable Laws, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the Company on such information and including the acts or omission of any service providers, and any unauthorised interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.
- 11.8 The provisions of Clause 11 shall supersede all previous confidentiality agreements executed amongst the Company and the BRLM. In the event of any conflict between the provisions of Clause 11 and any such previous confidentiality agreement, the provisions of Clause 11 shall prevail.

## 12. CONSEQUENCES OF BREACH

- 12.1 In the event of a breach of any of the terms of this Agreement or Engagement Letter, the non-defaulting Party shall, without prejudice to the compensation payable to it under this Agreement, have the absolute right to take such action as it may deem fit, including terminating this Agreement or withdrawing from the Issue, or terminating this Agreement with respect to such defaulting Party. The defaulting Party shall have the right to cure any such breach within a period of 90 days of the earlier of:
- (i) becoming aware of the breach; and
  - (ii) being notified of the breach by the non-defaulting Party.

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

- 12.2 Notwithstanding Clause 12.1 above, in the event that the Company or its Affiliates fails to comply with any of the provisions of this Agreement, the BRLM, has the right to immediately withdraw from the Issue either temporarily or permanently or to suspend, or terminate their engagement (which shall be at the sole discretion of the BRLM) without prejudice to the compensation or expenses payable to it under this Agreement or the Engagement Letter.
- 12.3 The BRLM shall not be liable to refund the monies paid to them, including fees, commissions and reimbursement of out-of-pocket expenses, in the event of a breach caused due to acts or omissions of or otherwise due to fraud, gross negligence or wilful default of the Company, or its Affiliates, directors, employees, agents, advisors or representatives or its employees, agents, advisors or representatives. Further, the BRLM shall not be liable to refund any amounts paid



as fees, commissions, reimbursements, out-of-pocket expenses or expenses specified under this Agreement or the Engagement Letter.

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

### 13. ARBITRATION AND DISPUTE RESOLUTION

- 13.1 In the event a dispute, controversy or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement, (the “**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 (15) fifteen days after the first occurrence of the Dispute, the Parties (the “**Disputing Parties**”) shall, (a) resolve the Dispute through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution mechanism) (Amendment) Regulations, 2023 (“**SEBI ADR Procedures**”), (b) if the resolution of the Dispute through the SEBI ADR Procedures have not been notified by SEBI, or if resolution of the Dispute in accordance with the SEBI ADR Procedures is not mandatory under Applicable Laws, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended, or any statutory re-enactment thereof (the “**Arbitration Act**”).
- 13.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter.
- 13.3 The arbitration shall be conducted as follows:
- (i) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
  - (ii) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Mumbai, India;
  - (iii) the arbitration shall be conducted by a panel of three arbitrators. Each disputing party shall appoint one arbitrator within a period of thirty (30) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator. In the event that there are more than two (2) disputing parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;



- (iv) the arbitrators shall have the power to award interest on any sums awarded;
- (v) the arbitration award shall state the reasons on which it was based;
- (vi) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (vii) the disputing Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators;
- (viii) the arbitrators may award to a disputing Party its costs and actual expenses including fees of counsel to such disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement;
- (ix) the disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement;
- (x) any reference made to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter;
- (xi) Subject to the foregoing provisions, the courts in Mumbai, shall have non-exclusive jurisdiction in relation to proceedings, including with respect to grant of interim relief, sought under the Arbitration Act; and
- (xii) Notwithstanding the power of the arbitrators to grant interim relief, the disputing Parties shall have the power to seek appropriate interim relief from the courts of India.

#### 14. SEVERABILITY

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

#### 15. GOVERNING LAW

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 13 above, the courts of Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Agreement.

#### 16. BINDING EFFECT, ENTIRE UNDERSTANDING

- 16.1 The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto. Except in relation to fees and expenses contained in the Engagement Letter, these terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made between any of the Parties hereto and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties with respect to the Issue. In case of any inconsistency or dispute between the terms of this Agreement and the Engagement Letter, the terms of this Agreement shall prevail, provided, however, the Engagement Letter shall prevail over this Agreement solely where such inconsistency or dispute relates to the fees or expenses payable to the BRLM for the Issue or taxes payable with respect thereto.



- 16.2 From the date of this Agreement until the commencement of trading in the Equity Shares, the Company shall not enter into any initiatives, agreements, commitments or understandings (whether legally binding or not) with any person which may directly or indirectly affect or be relevant to this Agreement or the Issue, with any person or be taken which may directly or indirectly affect or be relevant in connection with the Issue, without the prior consent of the BRLM. The Company further confirms that until the listing of the Equity Shares, none of the Company or its Affiliates or Promoters or Directors have or will enter into any contractual arrangement, commitment or understanding relating to the offer, sale, distribution or delivery of Equity Shares without the prior written consent of the BRLM.

## 17. INDEMNITY AND CONTRIBUTION

- 17.1 The Company agrees to indemnify and keep indemnified and hold harmless the BRLM, its Affiliates, its directors, officers, employees, agents, representatives, partners successors, permitted assigns and Controlling persons and each person, if any, who controls, is under common control with or is controlled by, any Manager within the meaning of Section 20 of the Securities Exchange Act, 1934 the BRLM and each such person, an “**Indemnified Party**”) at all times, from and against any and all claims, actions, losses, damages, liabilities, costs, charges, penalties, expenses, suits, or proceedings of whatever nature (including reputational) made, jointly or severally, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any actions, claims, suits or proceedings (“**Claims**”) to which such Indemnified Party may become subject, under any Applicable Laws, including law of any applicable foreign jurisdiction in so far as such Claims are consequent upon or arising directly or indirectly out of or in connection with or in relation to (i) the Issue, this Agreement or the Engagement Letter including, without limitation, arising out of activities conducted by such Indemnified Party in connection with or in furtherance of the Issue and/or the activities contemplated thereby or (ii) any breach or alleged breach by the Company, its Affiliates, Directors, officials, employees, representatives, agents, of their obligations, representations, warranties, covenants, confirmations, undertakings or declaration under this Agreement, Engagement Letter, the Bid cum Application Form, the Issue Documents, including any amendments or supplements thereto or any undertakings, certifications, consents, information or documents furnished or made available by the Company and the Directors, Promoters, Promoter Group, Group, Affiliates, employees, representatives and agents to the Indemnified Party, or in any marketing materials, presentations or written road show materials, including any amendments or supplements thereto, prepared by or on behalf of the Company in relation to the Issue or (iii) any untrue statement or alleged untrue statement of a material fact contained in any of the Issue Documents prepared by or on behalf of the Company or omission or the alleged omission to state therein, a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances under which they were made, except for such information in the Issue Documents in relation to the BRLM, which pertains only to the name, address, contact details and SEBI registration number of the BRLM and the past issues handled by the BRLM or (iv) any correspondence with the SEBI, the RoC, the RBI, the Stock Exchanges or any Governmental Authority or regulatory authority in connection with the or any information provided by the Company or its Affiliates, directors, officials, employees, representatives, agents, consultants and advisors to any Indemnified Party to enable such Indemnified Party to correspond, on behalf of the Company, with the SEBI, the RoC or the Stock Exchanges in connection with the Issue, or (v) the transfer or transmission of any information to any Indemnified Party by the Company, its Affiliates, directors, officers, employees, representatives, agents, consultants and advisors in violation or alleged violation of any contract or Applicable Laws (including in relation to furnishing information to analysts), and/or in relation to any breach or alleged breach by the Indemnified Parties in relation to the issuance of research reports in reliance upon and/or consequent to information furnished by the Company, its Affiliates and/or its directors, officers, employees, representatives, agents, consultants and advisors, or (vi) any compensation and/or other amounts payable or paid by any Indemnified Party on account of any delay in redressal of grievances in relation to unblocking of UPI Bids and/or for any other reason pursuant to and/or arising out of the same, in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 (the





“**March 16 Circular**”) and the SEBI circular SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 (the “**June 2 Circular**”), SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and other Applicable Law, including any interest and/or penalty charged thereon and the amount to be so paid by the Company to any Indemnified Party shall be calculated in accordance with the March 16 Circular and/or other Applicable Law. The Company pay an Indemnified Party immediately but not later than two (2) Working Days of receiving an intimation from such Indemnified Party regarding any compensation and/or other amounts payable or paid by any Indemnified Party on account of any delay in redressal of grievances in relation to unblocking of UPI Bids and/or for any other reason pursuant to and/or arising out of the same, in accordance with the March 16 Circular, June 2 Circular and other Applicable Laws . The Company shall, reimburse any Indemnified Party for all expenses (including any legal or other expenses and disbursements) as they are incurred by such Indemnified Party in connection with investigating, disputing, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which the Indemnified Party may become subject, in each case, as such expenses are incurred or paid.

Provided however that the Company will not be liable for any loss, claim, damage or liability under Clause 17.1(i) to the extent it has been determined, by a final non-appealable judgment of a court, as having resulted solely and directly from the relevant Indemnified Party’s gross negligence or willful misconduct in performing the services described in this Agreement or the Engagement Letter. For the avoidance of doubt, any dispute between the Parties on the issue of such gross negligence or willful misconduct will be subject to the dispute resolution provisions of this Agreement.

- 17.2 In case any Claims shall be instituted involving any person in respect of which indemnity may be sought pursuant to this Clause 17, such Indemnified Party shall notify the person against whom such indemnity may be sought (the “**Indemnifying Party**”) in writing (provided that the failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it may have under this Clause 17). If any Claim, action, loss, damage, penalty, suit or proceeding shall be brought against an Indemnified Party, and it shall notify the Indemnifying Party thereof, the Indemnifying Party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified Indemnifying Party, to assume the defence thereof with counsel reasonably satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defence of such claim or action, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel, (ii) the Indemnifying Party has failed within a reasonable time to retain counsel satisfactory to the Indemnified Party, (iii) the Indemnified Party shall have concluded that there may be legal defences available to it that are different from or in addition to those available to the Indemnifying Party, or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party considers the representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Parties acknowledge and agree that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm or counsel (in addition to any local counsel) for all such Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm or counsel, as the case may be, such firm or counsel shall be designated in writing by the BRLM. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify and keep indemnified the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing, if at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated by this Clause, the Indemnifying Party shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 (thirty) calendar



days after receipt by such Indemnifying Party of the aforesaid request, and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability or claims that are the subject matter of such proceeding and does not include a statement as to an admission of fault, culpability or failure to act, by or on behalf of the Indemnified Party.

- 17.3 To the extent the indemnification provided for in this Clause 17 is unavailable to the Indemnified Party or is held unenforceable by any court of law, arbitrator arbitral tribunal or Governmental Authority, or is insufficient in respect of any Claims referred to therein, then each Indemnifying Party under this Clause, in lieu of indemnifying such Indemnified Party thereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company from the Issue on one hand and the BRLM on the other hand from the Issue, or (ii) if the allocation provided by Clause 17.3(i) is not permitted by Applicable Laws, in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 17.3(i) above but also the relative fault of the Company on one hand and the BRLM on the other hand in connection with the statements or omissions that resulted in such Claims, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the BRLM on the other hand from the Issue shall be deemed to be in the same proportions as the proceeds from the Issue (before deducting expenses) received by the Company and the total fees (excluding expenses and taxes) received by the BRLM in respect hereof, bear to the aggregate proceeds of the Issue. The relative fault of the Company on one hand and the BRLM on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or disclosure or the omission or alleged omission to state a material fact or disclosure relates to information supplied by the Company or its Affiliates, or the Directors, officials, employees, representatives, advisors, consultants or agents or by such BRLM and the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, *provided however*, the Company agrees that the only information supplied by the BRLM in writing is limited to the legal names, address, contact details, SEBI registration number expressly for use in the Issue Documents.
- 17.4 The Parties agree that it would not be just or equitable if contribution pursuant to Clause 17 were determined by pro rata allocation (even if the BRLM was treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Clause 17. The amount paid or payable by an Indemnified Party as a result of the claims, actions, losses, damages, liabilities, penalties, expenses, suits and proceedings referred to in Clause 17 shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding anything contained in this Agreement, the BRLM shall be liable or required to contribute any amount in excess of the fees received by the BRLM pursuant to this Agreement and the Engagement Letter, and the obligations of the BRLM to contribute any such amounts shall be several. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything contained in this Agreement, in no event shall BRLM be liable for any special, incidental or consequential damages, including lost profits or lost goodwill.
- 17.5 The remedies provided for in this Clause 17 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Party under the Engagement Letter or this Agreement, at law or in equity. The Indemnified Party will have no duty or obligations whether fiduciary or otherwise to any Indemnifying Party as a result of this Agreement.
- 17.6 The indemnity and contribution provisions contained in this Clause 17, the representations, warranties, covenants and other statements of the Company contained in this Agreement shall



remain operative and in full force and effect regardless of (i) any termination or completion of this Agreement, or Engagement Letter (ii) the actual or constructive knowledge of, or any investigation made by or on behalf of the BRLM, or any person controlling the BRLM, or its Affiliates or by or on behalf of the Company, its officers, its employees or directors or any person controlling the Company and (iii) acceptance of and payment for any Equity Shares. The Parties agree that in any event, the maximum aggregate liability (whether under contract, tort, law or otherwise) of the BRLM under this Agreement shall not exceed the fees (excluding any net of taxes and out of pocket expenses) received by the BRLM pursuant to this Agreement and the Engagement Letter for the services rendered by it under this Agreement.

## 18. FEES AND EXPENSES

18.1 The Company will pay the fees, commission and expenses of the BRLM as specified in and in accordance with the Engagement Letter. All costs, charges, fees and expenses relating to the Issue, including road show, accommodation and travel expenses and fees and expenses paid by the Company to any of the intermediaries shall be paid as per the agreed terms with such intermediaries. A certified true copy of such executed memorandum, agreement or engagement letter shall be furnished by the Company to the BRLM.

18.2 The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties hereto. Except in relation to the fees and expenses contained in the Engagement Letter, these terms and conditions supersede and replace any and all prior contracts, understandings or arrangements, whether oral or written, heretofore made between any of the Parties hereto and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties with respect to the Issue.

## 19. TAXES

19.1 The Company agrees to pay the taxes under Applicable Laws in accordance with the understanding in the Engagement Letter.

19.2 All payments due under this Agreement and the Engagement Letter are to be made in Indian Rupees. The Company shall also reimburse the BRLM for any goods and service tax, education cess, value added tax or any similar taxes imposed by any Governmental Authority (collectively the "Taxes") that may be applicable to fees, commissions and expenses mentioned in the Engagement Letter. All payments by the Company, are subject to deduction on account of any withholding taxes under the Income Tax Act, 1961, applicable in connection with the fees payable, provided that the Company shall promptly, and in any event by the due date prescribed under applicable income tax rules after any deduction of tax, furnish to the BRLM an original tax deducted at source ("TDS") certificate in respect of any withholding tax. Where the Company, do not or does not, provide such proof or withholding tax certificate, it or they, as applicable, shall be required to reimburse the BRLM for any Taxes, interest, penalties or other charges that the BRLM may be required to pay under Applicable Laws. If any Taxes (other than income tax) shall be due, or if the Company shall be required by Applicable Laws to make any deduction or withholding on account of taxes, then the Company shall (i) pay such additional amounts so that the net amount received by the BRLM is not less than the amount invoiced; and (ii) promptly deliver to the BRLM all tax receipts evidencing payment of Taxes so deducted or withheld. The Company shall promptly pay (or in compliance with all Applicable Laws, procure payment of), any fees, stamp, registration or other taxes and duties, including interest and penalties, payable on, or in connection with, the Issue. The Company shall also pay any value added, sales, service or similar taxes, cess, duties or charges payable in connection with the payment of commission and fees payable to the BRLM in accordance with the terms of the Engagement Letter and the Underwriting Agreement.

## 20. TERM AND TERMINATION

20.1 The BRLM's engagement shall commence from the date of the Engagement Letter and shall, unless terminated earlier pursuant to the terms of the Engagement Letter or this Agreement, continue until the earlier of (i) commencement of trading of the Equity Shares on the Stock



Exchanges, or (ii) completion of period of 12 months from the date of SEBI's observation letter on the Draft Red Herring Prospectus, or (iii) such other date as may be mutually agreed to among the Company and the BRLM.

20.2 This Agreement shall terminate upon the termination of the Underwriting Agreement relating to the Issue.

20.3 Notwithstanding Clause 20.1 above, the BRLM may, at its sole discretion, unilaterally terminate this Agreement in respect of itself immediately by a notice in writing:

- (i) if any of the representations, warranties, undertakings, declarations or statements made by the Company and its Directors in the Issue Documents, advertisements, publicity materials or any other media communication, in each case in relation to the Issue or in this Agreement or the Engagement Letter or otherwise in relation to the Issue are determined by the BRLM to be incorrect, untrue or misleading either affirmatively or by omission;
- (ii) if the Engagement Letter or the Underwriting Agreement in connection with the Issue is terminated pursuant to its terms;
- (iii) if there is any non-compliance or breach by the of Applicable Laws or regulations in relation to the Issue or its undertakings or obligations under this Agreement or the Engagement Letter; or
- (iv) in the event that:
  - (a) there shall have occurred any material adverse change, or any development involving a prospective material adverse change, in the financial markets in India, the United States, United Kingdom, Hong Kong or Singapore or the international financial markets, any outbreak of hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian, the United States, United Kingdom, Hong Kong or Singapore or other 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 BRLM 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 Issue Documents;
  - (b) there shall have occurred a Material Adverse Change or receipt of any notice of default or acceleration against the Company in respect of any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Company is a party or by which it may be bound or any of its assets or properties may be subject, that, in the sole judgment of the BRLM, is material and adverse and that makes it, in the sole judgment of the BRLM, 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 Issue Documents;
  - (c) 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 operates or a change in the regulations and guidelines governing the terms of the Issue) or any order or directive from SEBI, the RoC, the Stock Exchanges or any Governmental Authority, that, in the sole judgment of the BRLM, is material and adverse and that makes it, in the sole judgment of the BRLM, 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 Issue Documents;



- (d) trading generally on any of the BSE Limited, the National Stock Exchange of India Limited, the London Stock Exchange, the New York Stock Exchange, the NASDAQ, the Tokyo Stock Exchange, the Hong Kong Stock Exchange, the Singapore Exchange or in the 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 or any other applicable Governmental Authority or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in the United Kingdom or the United States or with respect to the Clearstream or Euroclear systems in Europe or in any of the cities of Chennai, Kolkata, Mumbai, or New Delhi;
  - (e) a general banking moratorium shall have been declared by Indian, United Kingdom, United States Federal or New York State, Hong Kong or Singapore authorities;
  - (f) Company fails to obtain all necessary consents, approvals and authorizations that are required to be obtained under the Applicable Laws pertaining to the Issue.
- 20.4 Notwithstanding anything to the contrary contained in this Agreement, if, in the opinion of the BRLM, (i) any of the conditions stated in Clause 9.3 is not satisfied (as applicable), such BRLM shall have the right, in addition to the rights available under Clause 20.3, to terminate this Agreement with respect to itself, immediately, by a written notice to the Company.
- 20.5 Notwithstanding anything to the contrary herein, the Parties (with regard to their obligations pursuant to this Agreement) may terminate this Agreement with or without cause upon giving 10 Working Days prior written notice at any time prior to signing of the Underwriting Agreement. Following the execution of the Underwriting Agreement, the Issue may be withdrawn and/or the services of the BRLM terminated only in accordance with the terms of the Underwriting Agreement.
- 20.6 Upon termination of this Agreement in accordance with this Clause the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein or in the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement. However, the provisions of Clauses 13 (Arbitration and Dispute Resolution), 15 (Governing Law), 16 (Binding Effect, Entire Understanding), 17 (Indemnity and Contribution), 19 (Taxes), 20 (Term and Termination) and 21.5 (Notices) shall survive any termination of this Agreement.
- 20.7 The termination of this Agreement shall not affect BRLM's right to receive any fees which may have accrued to it prior to the date of termination and reimbursement for out-of-pocket and other Issue related expenses incurred prior to such termination as set out in the Engagement Letter. The BRLM shall not be liable to refund any amounts paid as fees, commissions, reimbursements, out-of-pocket expenses or expenses specified under the Engagement Letter, if the termination of this Agreement occurs as a result of any act or omission of the Company or its Affiliates.
- 20.8 In case the Issue is postponed or withdrawn or abandoned for any reason, the BRLM and the legal counsel shall be entitled to receive fees and reimbursement for expenses which may have accrued to it up to the date of such postponement or withdrawal or abandonment as set forth in the engagement letter.
- 20.9 This Agreement shall also be subject to such additional conditions of *force majeure* being occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God, any escalation of the existing impact of COVID-19 pandemic or outbreak of a new pandemic or epidemic (man-made or natural) and



termination that may be mutually agreed upon and set out in the Underwriting Agreement and any of the other agreements.

- 20.10 If the BRLM elect to terminate this Agreement as provided in this Clause 20, the Company shall be notified by the BRLM.
- 20.11 If this Agreement is terminated pursuant to this Clause 20, the Company shall remain responsible for the accrued expenses to be paid or reimbursed by it pursuant to Clause 18 (Fees and expenses) of this Agreement, regardless of the cause of such termination or non-consummation, and if any Equity Shares issued under this Issue have been Allotted pursuant to the terms hereof, the representations and warranties in Clauses 4, 5 and 6 shall also remain in effect.
- 20.12 In case of any inconsistency or dispute between the terms of this Agreement and the Engagement Letter, the terms of this Agreement shall prevail. However, the Engagement Letter shall prevail over this Agreement solely where such inconsistency or dispute relates to the fees or expenses payable to and the scope of services of the BRLM for the Issue by the Company.

## 21. MISCELLANEOUS

- 21.1 No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- 21.2 No Party shall assign or delegate any of their rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that the BRLM may assign its rights under this Agreement to an Affiliate without the consent of the other Parties.
- 21.3 This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
- 21.4 This Agreement may be executed by delivery of a facsimile copy or PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a facsimile copy or PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.
- 21.5 All notices issued under this Agreement shall be in writing (which shall include telex or facsimile messages) 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 email address or facsimile number of the Parties respectively or such other addresses or facsimile numbers as each Party may notify in writing to the other.

### If to the Company:

**Denta Water and Infra Solutions Limited.**  
# 40, 3rd Floor, Sri Lakshminarayana Mansion,  
South End Road, Basavanagudi Bangalore,  
South Bangalore- 560 004,  
Karnataka, India  
Tel: +91 80 42106509  
E-mail: cs@denta.co.in  
Attention: Sujata Gaonkar

### If to the BRLM:



**SMC Capitals Limited**

A- 401/402, Lotus Corporate Park,

Off Western Express Highway,

Jai Coach Signal, Goregaon (East),

Mumbai – 400 063 Maharashtra, India.

Tel: +91 022 66481818

E-mail: [compliance.officer@smccapitals.com](mailto:compliance.officer@smccapitals.com)

Attention: Parth Singhal

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

*[The remainder of this page has been intentionally left blank]*



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

**SIGNED** for and on behalf of **DENTA WATER AND INFRA SOLUTIONS LIMITED**



Authorized Signatory

Name: **Mr. Manjunath Gundappa**

Designation: **Whole-time director**

Place: *Bangalore*


Date: *December 11, 2023*





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

**SIGNED** for and on behalf of **SMC CAPITALS LIMITED**

  
\_\_\_\_\_  
Authorized Signatory



**Name:** Satish Mangutkar

**Designation:** Sr. Vice President

**Place:** Bangalore

**Date:** December 11, 2023