IN-GJ61499323128322Y

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

₹600

सत्यमेव जयते

Certificate No.	:	**IN-GJ61499323128322Y**
Certificate Issued Date	:	09-Sep-2026 04:52 PM
Account Reference	:	IMPACC (SV)/ gj13216504/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ13216504116868814675105Y
Purchased by	:	ICICI BANK AND OTHERS
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ICICI BANK AND OTHERS
Second Party	:	ROOPA SCREEN LIMITED
Stamp Duty Paid By	:	ICICI BANK AND OTHERS
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

ROOPA SCREEN LTD. AHMEDABAD

SEREN CAPITAL PRIVATE LIMITED MUMBAI

Bigshare Services Private Limited

ICICI Bank Limited

ACC AHMEDABAD BHAGVATIBEN D. PANDYA, MANINAGAR (E)

₹600

IN-GJ61499323128322Y

FH 0019445702

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ON THE STAMP PAPER OF RS 600

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANKER'S TO THE ISSUE AGREEMENT BETWEEN " ROOPA SCREEN LIMITED" ("ISSUER" OR "COMPANY") AND " SEREN CAPITAL PRIVATE LIMITED" ("BOOK RUNNING LEAD MANAGER" OR "BRLM" AND "UNDERWRITER" ") AND ICICI BANK LIMITED ("ICICI" OR "BANKER TO THE ISSUE/ SPONSOR BANK, REFUND BANK") AND " BIGSHARE SERVICES PRIVATE LIMITED ("REGISTRAR TO THE ISSUE" OR "THE REGISTRAR")

DATED SEPTEMBER 11, 2026

ESCROW AND SPONSOR BANK AGREEMENT

AMONG

ROOPA SCREEN LIMITED
("COMPANY" OR "THE ISSUER")

AND

ICICI BANK LIMITED
("BANKER TO THE ISSUE")

AND

BIGSHARE SERVICES PRIVATE LIMITED
("THE REGISTRAR TO THE ISSUE")

AND

SEREN CAPITAL PRIVATE LIMITED
("BOOK RUNNING LEAD MANAGER")

ESCROW AND SPONSOR BANK AGREEMENT

This **ESCROW AND SPONSOR BANK AGREEMENT** (hereinafter referred to as the "**Agreement**") is entered into at Ahmedabad on September 11, 2026 by and amongst:

ROOPA SCREEN LIMITED, a company registered under provisions of the Companies Act, 1956, as amended ("Companies Act") and having its registered office 6, Sudama Estate, Behind Swastik Bansidhar Opp. Sudama Furniture, Narol, Ahmedabad, Gujarat, India -382405 (hereinafter referred to as **"Issuer"** or 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, of the **FIRST PART**;

SEREN CAPITAL PRIVATE LIMITED, a company incorporated under provisions of the Companies Act, 2013, as amended ("Companies Act") and having its Registered Office at Office no. 601 to 605, Raylon Arcade, Kondivita, J.B. Nagar, Mumbai, Maharashtra – 400059 (hereinafter referred to as **"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, of the **SECOND PART**;

BIGSHARE SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East)Mumbai – 400093, India. (hereinafter referred to as "the **Registrar**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of **THIRD PART**

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at ICICI Bank Towers, Near Chakli Circle, Old Padra Road, Vadodara – 390 007, Gujarat and for the purpose of this Agreement acting through its branch office at Capital Market Division, 5th Floor, HT Parekh Marg, Backbay Reclamation, Churchgate, Mumbai-400 020, Maharashtra, India (hereinafter referred to as "ICICI" or "Escrow Collection Bank/ Public Offer Bank/ Refund Bank/ Banker to the Issue/ Sponsor Bank "), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **FOURTH PART**;

In this Agreement, **Seren Capital Private Limited** is referred to as the "**Book Running Lead Manager**" or the "**BRLM**" and the **"Underwriter"** , **ICICI Bank** is referred to as the "**Escrow Collection Bank**"/ "**Public Issue Account Bank**"/ "**Refund Bank/** "**Sponsor Bank**"; **Bigshare Services Pvt Ltd** is referred to as "**Registrar**" and; the Company, the Registrar, the BRLM, the Sponsor Bank, the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS,

(A) The Issuer is proposing an initial public offering of up to 30,00,000 equity shares of face value ₹10each of the Issuer ("**Equity Shares**" and such proposed issue, the "**Issue**") in terms of Chapter IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 through the Book Built method ("Book Built"), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), at a price as may be decided by the Issuer in consultation with the Book Running Lead Manager ("**Issue Price**")

(B) The Issuer Company has obtained approval for the issue pursuant to the Board Resolution dated August 11, 2025 and approval of shareholders at the Extra Ordinary General Meeting dated August 19, 2025 which collectively authorized the Issuer Company's Directors, or any other authorized representatives, for the purpose of the Issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus, the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as any

be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.

(C) The Company has approached and appointed the Book Running Lead Manager to manage the Issue and the Book Running Lead Manager has accepted the engagement in terms of their mandate/ engagement letter. The BRLM and the Company have executed an Issue Agreement dated September 18, 2025 in connection with the Issue (the "Issue Agreement").

(D) The Company has approached and appointed Bigshare Services Private Limited as the Registrar to the Issue pursuant to and by way of an agreement dated September 18, 2025.

(E) The Company has filed the Draft Red Herring Prospectus dated September 29,2025 with the SME Platform of BSE Limited (the "BSE SME").

(F) The Company received In-Principle Approval from dated February 09,2026 from the SME Platform of BSE Limited.

(G) The Company has in consultation with the BRLM, appointed **B.N. Rathi Securities Limited** as the Syndicate Member to procure Bids for the Issue (other than Bids directly submitted to the Self Certified Syndicate Banks ("SCSBs") and Bids collected by Registered Brokers at the Broker Centers, CDPs at the designated CDP Locations and the RTA at the designated RTA Locations). The Company along with the BRLM, the Syndicate Member and the Registrar, will enter into a syndicate agreement (the "Syndicate Agreement"), for procuring Bids for the Issue, collection of Bid Amounts and concluding the process of Allotment and listing consistent with the requirements of the SEBI ICDR Regulations, subject to the terms and conditions contained therein. All investors (except Anchor Investors) shall participate in this Issue only through the ASBA process. Accordingly, the BRLM shall collect Bids from the Anchor Investors where the amounts are required to be deposited with the Escrow Collection Banks and held and distributed in accordance with the terms of this Agreement.

(H) Pursuant to the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 (the "2015 Circular"), all Bidders other than Anchor Investors are required to submit their Bids only through the ASBA mechanism. Anchor Investors are required to Bid only through non-ASBA process in the Issue. Accordingly, the Company in consultation with the BRLM, propose to appoint ICICI Bank as the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, in their respective capacities, on the terms set out in this Agreement, to deal with the various matters relating to collection, appropriation and refund of monies in relation to the Issue and certain other matters related thereto as described in the Offer Documents (as defined hereunder).

(I) Further, pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 (the "2018 Circular"), SEBI has introduced the use of unified payments interface ("UPI"), which is an electronic payment system operated by the National Payments Corporation of India ("NPCI"), as a payment mechanism with the ASBA process for applications in public issues by RIBs through the Syndicate Members, registered brokers, the Registrar and depository participants. The UPI mechanism when opted for by RIBs, shall be used along with the ASBA process. In accordance with the requirements of the 2018 Circular, the Company in consultation with the BRLM, hereby appoints ICICI Bank (who shall also act as the Escrow Bank, Public Issue Account Bank and the Refund Bank) as the Sponsor Bank, in accordance with the terms of this Agreement, to act as a conduit between the Stock Exchanges and the NPCI in order to push the mandate collect requests and/ or payment instructions of the RIBs into the UPI and perform other duties and undertake such obligations in relation to the 2018 Circular and this Agreement;

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

1. INTERPRETATION AND DEFINITIONS

1.1 All capitalized terms used in this Agreement and not specifically defined herein shall have the meanings assigned to them in the Offer Documents (as defined hereunder), as the context

requires, in the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and the Prospectus shall prevail, to the extent of such inconsistency.

1.2 In this Agreement, unless the context otherwise requires:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting a person shall include a natural person, firm, general, limited or limited liability, partnership, association, venture, corporation, company, partnership, trust or other entity having legal capacity;

(c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

(d) references to the word "include" or "including" shall be construed without limitation;

(e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated;

(f) references to any party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

(g) a reference to an article, clause, recital, preamble, annexure or schedule is, unless indicated to the contrary, a reference to a clause, recital, preamble or schedule of this Agreement;

(h) references to statutes or regulations or statutory or regulatory provisions include such statutes or statutory provisions and any orders, rules, regulations, guidelines, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;

(i) any consent, approval, authorization, waiver to be obtained from any of the Parties shall deemed to mean the prior written consent, approval, authorization, waiver of the respective party;

(j) unless otherwise defined the reference to the word 'days' shall mean calendar days in the Gregorian calendar. 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;

(k) time is of the essence in the performance of the Parties' respective obligations. 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;

(l) any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise shall be made by the BRLM.

1.3 The Parties acknowledge and agree that the annexures and schedules attached hereto form an integral part of this Agreement.

1.4 The Parties acknowledge and agree that entering into this Agreement shall not create or be deemed to create any obligation, agreement or commitment, whether express or implied, on the BRLM has entered into underwriting agreement (the "**Underwriting Agreement**") in connection with the Issue, or to provide any financing or underwriting to the Company or any of their respective Affiliates. For avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly,

among the Parties with respect to the placement, subscription, purchase or underwriting of any Issued Shares. In the event the Company and the BRLM enter into an Underwriting Agreement, such agreement shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Issue (including the provision of comfort letters, arrangement letters and legal opinions), lock-up, indemnity, contribution, termination and *force majeure* provisions, in form and substance satisfactory to the parties thereto.

1.5 The rights and obligations of each of the Parties, except for as specified otherwise, under this Agreement shall be several, and not joint, and none of the Parties shall be responsible for any acts or omissions of any other Party.

1.6 In this Agreement, including the preamble and recitals hereto, the following terms shall, unless be repugnant to the context thereof, have the following meanings:

"Affiliates" shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding a 20% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company, subsidiary or joint venture counterparty of any person in (a) or (b). As used in this definition of Affiliate, the term "control" (including the terms "controlling", "controlled by" or "under common control with") or "influence" means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

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

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

"**Anchor Investor**" shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus;

"**Anchor Investor Allocation Price**" shall mean the price at which Equity Shares will be allocated to the Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which will be decided by the Company in consultation with the BRLM;

"**Anchor Investor Application Form**" shall mean the form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus;

"**Anchor Investor Bid/Issue Period**" shall mean one Working Day prior to the Bid/Issue Opening Date, on which Bids by Anchor Investors shall be submitted and allocation to Anchor Investors shall be completed;

"**Anchor Investor Issue Price**" shall mean the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Issue Price but not higher than the Cap Price. The Anchor Investor Issue Price will be decided by the Company in consultation with the BRLM;

"**Anchor Investor Portion**" shall mean up to 60 % of the QIB Portion which may be allocated by the Company, in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price;

"**Applicable Law**" means any applicable law, byelaw, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchanges (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 (the "**SCRA**"), the Securities Contracts (Regulation) Rules, 1957 (the "**SCRR**"), the Companies Act the SEBI ICDR Regulations, 2018, to the extent applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), the Foreign Exchange Management Act, 1999 ("**FEMA**") and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India ("**GoI**"), the Registrar of Companies, Ahmedabad ("**RoC**"), SEBI, the Reserve Bank of India ("**RBI**"), the Stock Exchanges or by any other governmental, statutory or regulatory authority or any court or tribunal (and similar agreements, rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Issue;

"**Application Supported by Blocked Amount**" or "**ASBA**" shall mean the application (whether physical or electronic) by a Bidder (other than Anchor Investors) to make a Bid authorising the relevant SCSB or the relevant bank of a Retail Individual Bidder using the UPI mechanism, to block the Bid Amount in the relevant ASBA Account;

"**ASBA Account**" shall mean a bank account maintained by ASBA Bidder with an SCSB for blocking the Bid Amount mentioned in the ASBA Form and will include a bank account of RIBs linked with UPI;

"**Banking Hours**" shall mean the official working hours for the respective Escrow Collection Banks, Public Offer Account Bank, Refund Bank and Sponsor Bank at Mumbai i.e 10.00 AM to 5.00 PM;

"**Beneficiaries**" shall mean in the first instance, (a) the Anchor Investors, bidding through the respective BRLM, to whom their Bids were submitted and whose Bids have been registered and Bid Amounts have been deposited in the Escrow Accounts; and (b) the underwriters or any other person who have deposited amounts, if any, in the Escrow Accounts pursuant to any underwriting obligations in terms of the Underwriting Agreement; and in the second instance; (a) the Company (except to the extent of the expenses incurred in relation to the Issue and payable out of the Issue proceeds), where the Bid Amounts for successful Bids are transferred to the Public Issue Account, in accordance with the provisions of Clause 3; and (b) in case of refunds in the Issue, if refunds are to be made prior to the transfer of monies into the Public Issue Account, the Anchor Investors or the underwriters or any other person, as the case may be and if the refunds are to be made after the transfer of monies to the Public Issue Account, all Bidders who are eligible to receive refunds in the Issue;

"**Bids**" shall mean an indication to make an offer during the Bid/Issue Period by a Bidder (other than an Anchor Investor), or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to submission of a Bid cum Application Form, to subscribe for or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations. The term 'Bidding' will be construed accordingly;

"**Bid cum Application Form**" shall mean the Anchor Investor Application Form or the ASBA Form, as the context may require;

"**Bidding Centers**" shall mean the centres at which the Designated Intermediaries shall accept the ASBA Forms, i.e. Designated Branches for SCSBs, Specified Locations for the Syndicate, Brokers Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs;

SEREN CAPITAL PRIVATE LIMITED MUMBAI

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

Bigshare Services Private Limited Mumbai

ROOPA SCREEN LTD. AHMEDABAD

"**Board of Directors**" shall have the meaning ascribed to such term in **Recital B** of this Agreement;

"**Broker Centers**" shall mean the centers notified by the Stock Exchanges where Bidders can submit ASBA Forms to Registered Brokers. The details of such Broker Centres, along with the names and contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges(www.bseindia.com and www.nseindia.com);

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

"**Bid/Issue Closing Date**" shall mean except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids for the Issue which shall be notified in all editions of the English national newspaper, all edition of the Hindi national newspaper and regional edition of the newspaper being Regional newspaper , where our Registered Office is located each with wide circulation. The Company may, in consultation with the BRLM, consider closing the Bid/ Issue Period for QIBs one Working Day prior to the Bid/ Issue Closing Date in accordance with the SEBI Regulations which shall also be notified by advertisement in the same newspapers where the Bid/ Issue Opening Date was published, in accordance with the SEBI ICDR Regulations;

"**Bid/Issue Opening Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries will start accepting Bids for the Issue, which shall be notified in all editions of the English national newspaper Business Standard all edition of the Hindi national newspaper Business Standard and regional edition of the Hindi newspaper being Regional newspaper, Gujarati being the regional language of Ahmedabad, Gujarat, where our Registered Office is located, with wide circulation;

"**Bid/Issue Period**" shall mean, except in relation to Anchor Investors, the period between the Bid/Issue Opening Date and the Bid/Issue Closing Date, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof;

"**Closing Date**" shall mean the date of Allotment of Equity Shares to successful Bidders pursuant to the Issue;

"**Collecting Depository Participant**" or "**CDP**" shall mean a depository participant, as defined under the Depositories Act, 1996 and registered under Section 12 (1A) of the SEBI Act and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI as per the list available on the websites of the BSE and the NSE;

"**Companies Act, 2013**" means Companies Act, 2013, to the extent in force pursuant to the notification of sections of the Companies Act, 2013, along with the relevant rules made thereunder;

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

"**Designated CDP Locations**" shall mean such locations of the CDPs where ASBA Bidders can submit the ASBA Forms, a list of which, along with names and contact details of the Collecting Depository Participants eligible to accept ASBA Forms are available on the websites of the respective Stock Exchanges (www.bseindia.com and www.nseindia.com), as updated from time to time;

"**Designated Date**" shall mean the date on which the Escrow Collection Bank(s) transfer funds from the Escrow Account to the Public Issue Account or the Refund Account, as the case may be, and the instructions are issued to the SCSBs (in case of RIBs using UPI mechanism, instruction issued through the Sponsor Bank) for the transfer of amounts blocked by the SCSBs

in the ASBA Accounts to the Public Issue Account or the Refund Account, as the case may be, in terms of this Red Herring Prospectus following which Equity Shares will be Allotted in the Issue;

"**Designated Intermediaries**" shall mean collectively, the members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, CDPs and RTAs, who are authorised to collect Bid cum Application Forms from the Bidders (other than Anchor Investors), in relation to the Issue;

"**Designated Branches**" shall mean such branches of the SCSBs which may collect the Bid cum Application Form used by Bidders (other than Anchor Investors), a list of which is available at the website of the SEBI (http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries) and updated from time to time;

"**Designated RTA Locations**" shall mean such locations of the RTAs where ASBA Bidders can submit the ASBA Forms. The details of such Designated RTA locations, along with names and contact details of the RTAs are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com), as updated from time to time;

"Designated Stock Exchange" shall mean SME Platform of BSE Limited ("BSE SME")

"**Dispute**" has the meaning ascribed to it in Clause 13.1 of this Agreement;

"**Disputing Parties**" has the meaning ascribed to it in Clause 13.1 of this Agreement;

"**Draft Red Herring Prospectus**" has the same meaning given to such term in Recital F;

"**Drop Dead Date**" means such date after the Bid/Issue Closing Date not exceeding three Working Days from the Bid/Issue Closing Date, as may be mutually agreed by the Company, and the BRLM;

"**Engagement Letters**" has the meaning given to such term in Recital D of this Agreement;

"**Equity Shares**" has the same meaning given to such term in Recital A of this Agreement;

"**Escrow Accounts**" shall mean account(s) established in accordance with Clause 2.2 of this Agreement;

"**Escrow Collection Banks**" shall have the meaning ascribed to such term in the preamble to this Agreement;

"**Exchange Act**" shall mean the U.S. Securities Exchange Act of 1934;

"**IFSC**" shall mean the Indian Financial System Code;

"**Mandate Request**" means, a request (intimating the RIB by way of a notification on the UPI application and by way of a SMS directing the RIB to such UPI application) to the RIB initiated by the Sponsor Bank to authorise blocking of funds on the UPI application equivalent to Bid Amount and subsequent debit of funds in case of Allotment;

"**NEFT**" shall mean National Electronic Funds Transfer in terms of the regulations and directions issued by the RBI or any regulatory or statutory body;

"**NPCI**" shall mean National Payments Corporation of India, an entity regulated by Reserve Bank of India, which is an umbrella organization for all retail payments in India;

"**Issue**" has the same meaning given to such term in Recital A of this Agreement;

"**Issue Agreement**" has the meaning given to such term in Recital D of this Agreement;

"**Offer Documents**" means the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, as approved by the Company and as filed or to be filed with the BSE Limited and the RoC, as applicable, with the Bid cum Application Form including the Abridged Prospectus the CANs for Anchor Investors, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

"**Issue Expenses**" has the meaning given to such term in Clause 3.2.3.2. (a) of this Agreement;

"**Issue Price**" has the same meaning given to such term in Recital A of this Agreement;

"**Pay-in Date**" with respect to Anchor Investors, shall mean the date as mentioned in the but not later than two Working Days after the Bid/Issue Closing Date on or prior to which the date the difference between the Anchor Investor Allocation Price and the Anchor Investor Issue Price is payable in the event the Anchor Investor Issue Price is higher than the Anchor Investor Allocation Price;

"**Person(s)**" means and includes any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

"**Public Issue Account**" shall mean the account(s) to be opened with the Banker(s) to the Issue under Section 40(3) of the Companies Act 2013 to receive monies from the Anchor Escrow Account(s) and the ASBA Accounts on the Designated Date;

"**Public Issue Account Bank**" shall mean the bank(s) with which the Public Issue Account(s) shall be maintained, in this case being ICICI Bank;

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

"**Refund Bank**" shall have the meaning given to such term in the preamble to this Agreement;

"**Registered Broker**" shall mean stock brokers registered with the stock exchanges having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of circular number CIR/CFD/14/2012 dated October 14, 2012, issued by SEBI;

"**Registrar and Share Transfer Agents**" or "**RTA**" shall mean Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI;

"**Registrar Agreement**" means the agreement dated September 18, 2025 entered into amongst the Company and the Registrar to the Issue in relation to the responsibilities and obligations of the Registrar to the Issue pertaining to the Issue;

"**Retail Individual Bidder**" or "**RIB**" means a Bidder (including HUFs applying through their kartas and Eligible NRIs) whose Bid Amount for Equity Shares in the Issue is not more than ₹200,000 in any of the bidding options in the Issue;

"**RoC**" shall have the meaning ascribed to such term in **Recital F** of this Agreement;

"**RoC Filing**" shall mean the date on which the Prospectus is filed with the RoC and dated in terms of Section 32(4) of the Companies Act, 2013;

"**RTGS**" shall mean real time gross settlement in terms of the regulations and directions issued by the RBI or any regulatory or statutory body;

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

"**SEBI ICDR Regulations**" has the same meaning given to such term in Recital A of this Agreement;

"**Self-Certified Syndicate Banks**" or "**SCSBs**" shall mean the banks registered with the SEBI which offers the facility of ASBA and the list of which is available on the website of the http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries;

"**Sponsor Bank**" shall mean ICICI Bank Limited, being a Banker to the Issue, appointed by our Company to act as a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and / or payment instructions of the RIBs using the UPI;

"**Stock Exchanges**" shall have the meaning ascribed to such term in **Recital F** of this Agreement;

"**Surplus Amount**" in respect of a particular Bid by an Anchor Investor, shall mean any amount paid in respect of such Bid that is in excess of the amount arrived at by multiplying the number of Equity Shares allocated in respect of such Bid with the Anchor Investor Issue Price, and shall include Bid Amounts below the Anchor Investor Issue Price, in respect of which no Equity Shares are to be Allotted. For the sake of clarity, in case of an unsuccessful Bid by an Anchor Investor, the entire amount paid towards the Bid shall be considered to be the Surplus Amount;

"**Syndicate**" or "**Members of the Syndicate**" shall mean the BRLM and the Syndicate Members;

"**Syndicate Agreement**" has the meaning given to such term in Recital G of this Agreement;

"**UPI**" shall mean the Unified payments interface which is an instant payment mechanism, developed by NPCI;

"**UPI ID**" shall mean the ID created on the UPI for single-window mobile payment system developed by the NPCI;

"**U.S. Securities Act**" means U.S. Securities Act of 1933, as amended;

"**Underwriting Agreement**" shall mean the agreement dated September 11, 2026 entered into amongst the Company and the Underwriter; and

"**Working Days**" means any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai, India are open for business in Mumbai.

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

2.1 At the request of the Company, and the BRLM, ICICI Bank hereby agrees to act as an Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and Sponsor Bank, as the case may be, in relation to the Issue in order to enable the completion of the Issue in accordance with the process described in the Red Herring Prospectus, the Prospectus, , this Agreement, the SEBI ICDR Regulations and any other Applicable Laws. The Escrow Collection Bank/ the Public Issue Account Bank/ Refund Bank/Sponsor Bank, in the respective capacities, shall also perform all the duties and obligations in accordance with this Agreement, the Offer Documents, SEBI ICDR Regulations and other Applicable Laws.

The Escrow Collection Bank(s) agrees that, in terms of SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank shall be responsible for the operation and maintenance of the Escrow Accounts; the Public Issue Account Bank shall be responsible for the operation and maintenance of the Public Issue Account; the Refund Bank shall be responsible for the operation

and maintenance of the Refund Account and the Sponsor Bank shall be responsible for being a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and/or payment instructions of the Retail Individual Investors into the UPI, in accordance with the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the instructions issued under this Agreement, the SEBI ICDR Regulations, 2018 and other Applicable Laws.

2.2 Simultaneously with the execution of this Agreement, the Escrow Collection Bank shall establish one or more 'no lien' and 'non-interest bearing' accounts with itself for the receipt of: (i) Bid Amounts from resident and non-resident Anchor Investors; and (ii) amount from the underwriters, if any, pursuant to their underwriting obligations in terms of the Underwriting Agreement, (the "**Escrow Accounts**"). The Escrow Accounts shall be specified as follows:

- In case of resident Anchor Investors and underwriters: "Roopa Screen Limited Anchor R Account"; and
- In case of non-resident Anchor Investors: Roopa Screen Limited Anchor NR Account".

Simultaneously with the execution of this Agreement: (i) Public Issue Account Bank shall also establish 'no-lien' and 'non-interest bearing' Public Issue Account with itself, designated as the "Roopa Screen Limited Public Issue Account" and (ii) the Refund Bank shall establish 'no-lien and non-interest bearing refund account' with itself, designated as the "Roopa Screen Limited Refund Account".

2.3 The Company with respect to themselves and the portion of Equity Shares held by them and being offered pursuant to the Issue, shall execute all forms or documents and provide further information as may be required under the Applicable Laws by the Escrow Collection Bank or the Refund Bank or the Public Issue Account Bank for the establishment of the above Escrow Account, Refund Account and Public Issue Account, respectively.

2.4 None of the Escrow Account, Public Issue Account and Refund Account shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.

2.5 Each of the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amount lying to the credit of the Escrow Accounts, Public Issue Account and the Refund Account and that such amounts shall be applied, held and transferred in accordance with the provisions of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum,, this Agreement, the Companies Act, 2013, the SEBI ICDR Regulations, Applicable Laws and the instructions issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.

2.6 The Escrow Collection Bank, the Public Issue Bank and the Refund Bank shall be entitled to appoint, with the prior consent in writing from the Company and the BRLM, prior to the Anchor Investor Bid/Issue Period, such other banks as their agents (which are registered with SEBI under the Securities and Exchange Board of India (Banker to the Issue) Regulations, 1994, as amended, to act as their correspondent ("**Correspondent Bank(s)**") for the collection of Bid Amounts as well as for carrying out any of their duties and obligations under this Agreement, provided that each such Correspondent Bank provides written confirmation that it shall act entirely in accordance with the terms of this Agreement to the Company and to the Members of the Syndicate. The BRLM shall co-ordinate and correspond with the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank and not with any of the Correspondent Bank and the Escrow Collection Bank shall remain fully responsible for all obligations of the Correspondent Bank so appointed.

2.7 The monies lying to the credit of the Escrow Accounts, the Public Issue Account and the Refund Account shall be held by the Escrow Collection Bank, the Public Issue Account Bank and the

Refund Bank, as the case may be, for the benefit of and as a fiduciary of the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, as the case may be, shall not have or create any lien on, or encumbrance or other right to, the amounts standing to the credit of the Escrow Accounts, the Public Issue Account and the Refund Account nor have any right to set off against such amount any other amount claimed by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank against any person, including by reason of non-payment of charges or fees to the Escrow Collection Bank or the Public Issue Account Bank or the Refund Bank, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever.

2.8 The Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank shall comply with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations 2018, the 2018 Circular, the FEMA, as amended and any other Applicable Laws, and all instructions issued by the Company, the BRLM and/or the Registrar, in connection with its responsibilities as an Escrow Collection Bank, the Public Issue Account Bank, Refund Bank or the Sponsor Bank as the case may be and each Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and/or the Sponsor Bank hereby agrees and confirms that it shall be fully responsible and liable for any breach of the foregoing and for all acts and omissions under this Agreement.

3. OPERATION OF THE ESCROW ACCOUNTS

3.1. Deposit into the Escrow Accounts

3.1.1. The Bid Amounts (in Indian Rupees only) relating to Bids from the Anchor Investors, deposited by the Anchor Investors during the Anchor Investor Bidding Date in the manner set forth in the Red Herring Prospectus, the Preliminary Offering Memorandum and the Syndicate Agreement, with the Escrow Collection Bank at their designated branches, and shall be credited to the appropriate Escrow Accounts. Additionally, any amounts deposited by the eligible Anchor Investors in relation to any part of the Issue subsequent to the Anchor Investor Bidding Date and up to (and including) the Pay-in Date in relation to Anchor Investors and in the event that there are any underwriting obligations, such amount shall also be deposited into and credited to the appropriate Escrow Accounts prior to finalisation of the Basis of Allotment or such other time as may be agreed among the parties to the Underwriting Agreement. All amounts lying to the credit of the Escrow Accounts shall be held for the benefit of the Beneficiaries.

3.1.2. The transfer instructions for payment into Escrow Accounts shall be drawn in favour of the Escrow Accounts specified in Clause 2.2.

3.1.3. The Escrow Collection Bank agrees that, in terms of the Applicable Law, ASBA shall be mandatory for all investors participating in the Issue, other than the Anchor Investors. The Escrow Collection Bank confirms that it shall not accept any ASBA Form relating to any ASBA Bidder from the Designated Intermediaries, except in its capacity as an SCSB. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrar in this regard.

3.1.4. In the event of any inadvertent error in calculation of any amounts to be transferred from the Escrow Account(s) to the Public Issue Account or the Refund Account, as the case may be, the BRLM and the Company may, pursuant to an intimation to the Escrow Collection Bank, the Public Issue Account Bank, or the Refund Bank, as necessary, with a copy to the Registrar provide revised instructions to the Escrow Collection Bank, the Public Issue Account Bank, or the Refund Bank, as applicable, to transfer the specified amounts to the Public Issue Account or the Refund Account provided that such revised instructions shall be issued promptly upon any of the BRLM or the Company becoming aware of such error having occurred (or erroneous instruction having been delivered) with a copy to the other Party. On the issuance of revised instructions as per this Clause 3.1.4, the erroneous instruction(s) previously issued in this regard to the Escrow Collection Bank, Public Issue Account Bank or Refund Bank, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause without any further act, intimation or instruction being required from or by any Parties, and the obligations and

responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the BRLM and the Company in terms of this Clause 3.1.4.

3.2. Application of amounts credited to Escrow Account, Public Issue Account and Refund Account

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

3.2.1. ***Failure of the Issue***

3.2.1.1. The Issue shall be deemed to have failed in the event of occurrence of any one of the following events:

(a) any event due to which the process of Bidding or the acceptance of Bids cannot start, including the Issue not opening on the Bid/ Issue Opening Date or any other revised date agreed between the Parties for any reason;

(b) the declaration of the intention of the Company to withdraw and/ or cancel the Issue at any time after the Bid/ Issue Opening Date until the Designated Date;

(c) The Issue shall have become illegal or, shall have been injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any Applicable Law or order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;

(d) Non-receipt of any regulatory approvals which can result into a material adverse change, in a timely manner in accordance with the Applicable Laws or at all, including, the listing and trading approval;

(e) The Underwriting Agreement, if executed, or the Issue Agreement or the Engagement Letters being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, non-compliant with Applicable Laws or, if its performance has been prevented by SEBI, any court or other judicial, statutory or regulatory body or tribunal having requisite authority and jurisdiction in this behalf;

(f) The RoC Filing not being completed on or prior to the Drop Dead Date for any reason;

(g) Non-receipt by the Company of minimum subscription of 90% in the Fresh Issue;

(h) failure to conclude the Issue within the timelines as any other date as may be mutually agreed by the Company and the BRLM;

(i) The requirement for allotment of the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the Securities Contracts Regulation Rules, 1957, as amended, is not fulfilled; or

(j) Such other event as may be mutually agreed upon among the Company and the BRLM.

3.2.1.2. The BRLM shall intimate in writing to the Escrow Collection Bank and/or the Public Issue Account Bank and/or the Refund Bank and or the Sponsor Bank, as appropriate, and the Registrar of the occurrence of any of the following, in the form prescribed (as set out in **Schedule I** hereto) with a copy to company:

(a) An event specified in Clause 3.2.1.1, following the receipt of the relevant information from the Company as the case may be; and/or

(b) An event specified in Clause 11.2.4.1., if the BRLM chose to collectively terminate this Agreement.

3.2.1.3. Failure of the Issue

(a) The Escrow Collection Bank shall, on receipt of an intimation from the BRLM in writing as per Clause 3.2.1.2, after notice to the Registrar, BRLM, and the Company forthwith on the same Working Day (for instructions issued during the business hours) and in any case not later than one Working Day from the receipt of written intimation from the BRLM, transfer any amounts standing to the credit of the Escrow Account to the Refund Account held with the Refund Bank, for the purpose of refunding such amounts to the Anchor Investors as directed by the BRLM.

(b) On receipt of intimation from the BRLM of the failure of the Issue as per Clause 3.2.1.2, the Registrar shall forthwith, but not later than one Working Day, following the reconciliation of accounts (which reconciliation shall be completed within one (1) Working Day after the receipt of intimation of failure of the Issue) with the Escrow Collection Bank or Public Issue Account Bank, as applicable, provide to the SCSBs, Refund Bank and the Sponsor Bank, as applicable, with a copy to the BRLM, and the Company, a list of Beneficiaries and the amounts to be refunded by the Refund Bank to such Beneficiaries (in the form specified in **Schedule II**, hereto) and a list of ASBA Bidders for unblocking the ASBA Accounts (including accounts blocked through the UPI mechanism), as applicable. The Company shall, within one Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto in accordance with this Clause 3.2.1.3, prepare and deliver the requisite stationery for printing of refund intimations to the Registrar's office, who in turn shall immediately dispatch such intimations to the respective Bidders and in any event no later than the time period specified in this regard in the Red Herring Prospectus, the Prospectus, Registrar agrees to be bound by any such instructions from the BRLM and agrees to render all requisite cooperation and assistance in this regard. The Refund Bank confirms that it has the required technology and processes to ensure that refunds made pursuant to the failure of the Issue as per Clause 3.2.1.2, shall be credited only to: (i) the bank account from which the Bid Amount was remitted to the Escrow Collection Bank, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended; b) remitted to the respective bank accounts of the Bidders, in case the amounts have been transferred to the Refund Account from the Public Issue Account, in case of occurrence of an event of failure of the Issue; and (ii) if applicable, the bank account of the underwriters or any other person in respect of any amounts deposited by the underwriters or any other person in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement.

(c) In case of Anchor Investors to whom refunds are to be made through electronic transfer of funds, the Refund Bank shall, within one Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto in accordance with Clause 3.2.1.3(b), after notice to the BRLM, the Company ensure the transfer of the requisite amount to the account of the Beneficiaries, as directed by the Registrar (in the form specified in **Schedule II**, hereto). Such Anchor Investors will be sent a letter through ordinary post by the Registrar informing them about the mode of credit of Refund within three Working Days after the Bid/Issue Closing Date.

(d) The Refund Bank shall provide the details of the UTR/control numbers of such remittances to the Registrar on the same day. Such Anchor Investors will be sent a letter through electronic mail on the date of the remittance and through registered post by the Registrar informing them about the mode of credit of refund within one (1) Working Day after the remittance date. In the event of any returns/rejects from NEFT/RTGS/NECS/direct credit, the Refund Bank shall inform the BRLM forthwith and arrange for such refunds to be made through immediate delivery of demand drafts if requested by the Bidder and/or the BRLM. The Refund Bank shall act in accordance

with the instructions of the BRLM for issuances of these instruments. Physical refunds (if any) shall also be the responsibility of the Refund Bank.

(e) The entire process of refunds shall be completed within Three (3) Working Days from the Bid/Issue Closing Date in accordance with Applicable Law. The Beneficiaries will be sent a letter by the Registrar, through ordinary post informing them about the mode of credit of refund within three Working Days after the Bid/ Issue Closing Date by the Registrar.

(f) The Escrow Collection Bank, Public Issue Account Bank, the Refund Bank and the Sponsor Bank shall stand discharged of all their legal obligations under this Agreement only if they have acted in a *bona fide* manner and in good faith and in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Laws.

3.2.2. ***Events other than failure of the Issue***

3.2.2.1. After the funds are transferred to the Public Issue Account, in the event that the listing of the Equity Shares does not occur in the manner described in the Offer Documents, SEBI ICDR Regulations or any other Applicable Laws, the BRLM shall intimate the Public Issue Account Bank and the Registrar in writing in the form provided in **Schedule X**(with a copy to the Company). The Public Issue Account Bank shall, and the Registrar shall ensure that the Public Issue Account Bank shall, after a notice to the BRLM (with a copy to the Company), not later than one Working Day from the date of receipt of the aforementioned notice, transfer the amount to be refunded from the Public Issue Account to the Refund Account. Thereafter the Refund Bank shall within one Working Day, ensure the refund of amounts held in the Refund Account to the Bidders in accordance with the Applicable Law as per the modes specified in the Red Herring Prospectus and the Prospectus. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Bidders without any right or lien thereon.

3.2.3. ***Completion of the Issue***

3.2.3.1. In the event of the completion of the Issue:

(a) The BRLM shall, after the filing of the Red Herring Prospectus with the RoC and prior to the Anchor Investor Bidding Date, and upon receipt of information from the Company, intimate in writing in the form provided in **Schedule III** hereto, the Anchor Investor Bidding Date and the Bid/Issue Opening Date and Bid/Issue Closing Date to the Escrow Collection Bank, Public Issue Account Bank, Refund Bank, the Sponsor Bank and the Registrar with a copy to the Company.

(b) The Registrar along with the BRLM shall, on or prior to the Designated Date in writing, in the form provided in **Schedule IV,** intimate the Escrow Collection Bank (with a copy to the Company), the Designated Date, and provide the Escrow Collection Bank with the written details of the Bid Amounts relating to the Anchor Investors and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement to be transferred to the Public Issue Account. The Registrar, along with the BRLM, shall also, on or prior to the Designated Date in writing intimate the SCSBs and the Sponsor Bank, if applicable (with a copy to the Company), the Designated Date, and provide the SCSBs and Sponsor Bank, if applicable, with the written details of the Bid Amounts that have to be transferred to the Public Issue Account. The Sponsor Bank shall be responsible for sharing the details of Bid Amounts that are required to be transferred to the Public Issue Account from the respective bank accounts of the RIB Bidders using UPI mechanism. On the Designated Date, the Escrow Collection Bank, the SCSBs (including the RIB's bank on raising of debit/ collect request by the Sponsor Bank), on receipt of such details from the BRLM and the Registrar or the Sponsor Bank (in case of RIBs Bidding using the UPI mechanism), within Banking Hours, transfer the amounts lying to the credit of the

Escrow Accounts or blocked in the ASBA Accounts in relation to the successful Bids, to the Public Issue Account. The Sponsor Bank, based on the mandate approved by the respective RIBs at the time of blocking of their respective funds, will raise the debit/ collect request from the RIB's bank account, whereupon the funds will be transferred from the RIB's account to the Public Issue Account and the remaining funds, if any, will be unblocked without any manual intervention by the RIB or its bank. Immediately upon the transfer of the amounts to the Public Issue Account, the Escrow Collection Bank shall appropriately confirm the same to the Registrar and BRLM (with a copy to the Company). Subject to the receipt of the final listing and trading approvals, the amounts to be either unblocked or transferred to the Public Issue Account by the Escrow Collection Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Issue and amounts, if any, paid by the underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be transferred from the Bidders ASBA Account and transferred to the Public Issue Account by the SCSBs (including the RIB's bank on raising of debit/ collect request by the Sponsor Bank), as applicable, represent Bids from ASBA Bidders that have received confirmed allocation in respect of the Equity Shares in the Issue.

(c) Thereupon, in relation to amounts lying to the credit of the Public Issue Account, the Bidders or Underwriters shall have no beneficial interest therein save as provided in Section 40 of the Companies Act, 2013. For the avoidance of doubt, it is clarified that the Bidders or Underwriters shall continue to be Beneficiaries in relation to the Surplus Amount, if any, and subject to Clause 3.2.2.1 and receipt of the final listing and trading approvals, and Company (to the extent of the expenses incurred in relation to the Issue and payable out of the Issue proceeds) shall be the Beneficiaries in respect of the monies transferred to the Public Issue Account. Further, it is hereby clarified that until the receipt of final listing and trading approvals from the Stock Exchanges, the Public Issue Account Bank shall not transfer the monies due to the Company, if applicable, net of the Issue Expenses, from the Public Issue Account to the Company's bank account. The transfer to the Public Issue Account shall be subject to the Public Issue Account Bank receiving written instructions from the BRLM, in accordance with Clause 3.2.3.2. Notwithstanding anything stated in this Agreement, the Company hereby agree that they shall take all necessary actions to ensure that the monies payable in terms of the Engagement Letter shall be paid to the BRLM and to the legal counsels upon receipt of the final listing and trading approvals from the Stock Exchange in accordance with the provisions of this Agreement and the Engagement Letter.

(d) The Registrar shall, within three Working Days from the Bid/Issue Closing Date, in the prescribed form (specified in **Schedule V** hereto), intimate the BRLM (with a copy to the Company), the aggregate amount of commission payable to the Designated Intermediaries and Sponsor Bank as calculated by the Registrar. For the avoidance of doubt, the quantum of commission payable to the Sponsor Bank, Registered Brokers, the RTAs and the CDPs shall be determined on the basis of such Bid cum Application Forms processed/procured by them and which are eligible for Allotment, in accordance with Applicable Law and the payment of commission to the Registered Brokers will be made by the Stock Exchanges and the BRLM shall not be liable to make such payments.

(e) The fees payable to the Sponsor Bank for services provided in accordance with the 2018 Circular and this Agreement, shall be mutually agreed by the BRLM and company for successful blocked application and valid Bid cum Application Form of UPI applications plus applicable taxes.

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

(a) The Company agree to retain not less than such amounts as may have been estimated towards Issue expenses and disclosed in the Prospectus and be specified by the BRLM

towards Issue expenses including, without limitation: (i) fees, advisory fees, incentives, commissions, brokerage and expenses payable to various intermediaries in terms of the Engagement Letter, the Issue Agreement, the Syndicate Agreement, this Agreement and the Underwriting Agreement by the Company; (ii) fees and expenses payable to the legal counsel; in the Public Issue Account until such time as the BRLM instruct the Public Issue Account Bank, in the form specified in **Schedule VI**, as applicable, with a copy to the Company and the Public Issue Account Bank agrees to retain not less than such amounts. If withholding tax is applicable, the Company will deduct the same from the fee payment and will provide the members of the Syndicate and/or any other intermediary, as the case may be, with an original or authenticated copy of the tax receipt. In the event of withdrawal, postponement or abandonment of the Issue or the Issue is not successful or consummated, all costs and expenses with respect to the Issue shall be borne solely by the Company including but not limited to, the fees and expenses of the BRLM and the legal counsels in relation to the Issue.

(b) Post receipt of final listing and trading approvals from the Stock Exchange and the certificates provided in Clause 3.2.3.2(b), the BRLM shall, by one or more instructions to the Public Issue Account Bank, with a copy to the Company, in the form specified in **Schedule VI**, instruct the Public Issue Account Bank, of the amount of the payment towards the Issue Expenses. Public Issue Account Bank shall remit such amounts within one Working Day of receipt of the instruction from the BRLM.

Notwithstanding anything to the contrary in this Agreement, each of the Parties hereby agrees that the BRLM will not have any responsibility, obligation or liability whatsoever, directly or indirectly, with regard to withholding tax or any similar obligation in relation to proceeds realized from the Issue.

(c) Until such time that instructions in the form specified in **Schedule VI** received from the BRLM, the Public Issue Account Bank shall retain the amount of Issue Expenses mentioned in Clause 3.2.3.2(a) above in the Public Issue Account and shall not act on any instruction, including that of the Company. The instructions in the form specified in **Schedule VI** shall be irrevocable and binding on the Public Issue Account Bank irrespective of any contrary claim or instructions from any other Party including the Company.

(d) At least two Working Days prior to the date of Bid/Issue Opening Date: (a) the Company and the BRLM of the details of its bank account(s); and (b) the Company shall inform the BRLM of the details of its bank account, to which net proceeds from the Issue or expense incurred by the Company will be transferred in accordance with Clause 3.2.3.2.

(e) The BRLM shall, following the receipt of the details of the bank accounts as specified in Clause 3.2.3.2 (f) and subject to payment of the Issue Expenses, as specified in Clause 3.2.3.2 (a), (c) and (d) above, provide the Public Issue Account Bank (with a copy to the Company), in the form prescribed in **Schedule VII** instructions stating the amount to be transferred from the Public Issue Account to the respective bank account(s) of the Company, and the Public Issue Account Bank shall remit such amounts within one Working Day from the receipt of such instructions, subject to receipt of all requisite remittance documents by the Public Issue Account Bank. The BRLM shall not provide any documentation or confirmation or execute any document in relation to the remittance, save and except the fund transfer instructions being provided by them to the Public Issue Account Bank; The BRLM shall not be considered as a "Remitter". The responsibility of providing all remittance documents shall only be of the Company in terms of the provisions of this Agreement, and no responsibility shall lie on the BRLM in relation to the same. The BRLM shall also not be responsible for any delay in preparation/ delivery of the remittance documents including but not limited to Form A2, 15 CA/ CB, customer request letter (CRL) and any such other documents requested by the Public Issue Bank.

(f) The written instructions as per **Schedule VI** and **Schedule VII** shall be valid instructions if signed by the any one person named as authorized signatories of the BRLM in **Schedule IX A**,

and whose specimen signatures are contained herein, in accordance with Clause 15 or as may be authorized by the respective BRLM with intimation to the Escrow Collection Bank, Public Issue Account Bank or the Refund Bank, with a copy of such intimation to the Company as the case may be.

(g) The instructions issued by the BRLM shall be binding on the Public Issue Account Bank irrespective of any contrary claim or instructions from any party including the Company.

(h) The Parties acknowledge and agree that the sharing of all costs, charges, fees and expenses associated with and incurred in connection with the Issue (including any variable or discretionary fees, expenses and costs arising in connection with the Issue) will be in accordance with this Agreement, the Issue Agreement and the Engagement Letter entered into between the Company, and the BRLM.

(i) Further, in the event of any expenses or amounts in relation to the Issue as agreed in this Agreement, the Engagement Letter, Issue Agreement, Syndicate Agreement and Underwriting Agreement or as may otherwise be agreed between the members of the Syndicate and the Company, falling due to the members of the Syndicate after closure of the Public Issue Account, or to the extent that such expenses or amounts falling due to the members of the Syndicate are not paid from the Public Issue Account, the Company shall reimburse the members of the Syndicate.

3.2.3.3. ***Refunds***

(a) In accordance with the procedure set out in the Red Herring Prospectus, the Registrar along with the BRLM shall at any time on or after Designated Date in the form provided in **Schedule VIII** hereto provide the Escrow Collection Bank (with a copy to the Company) with details of the Surplus Amount, if any, to be transferred to the Refund Account with the Refund Bank. Further, the Registrar (with a copy to each of the BRLM and the Company) shall also provide the Refund Bank details of the Bidders to whom refunds have to be made from the Refund Account in the form provided in **Schedule II** hereto.

(b) Notwithstanding the above, the entire process of refunds through electronic clearance shall be completed within three Working Days from the Bid/ Issue Closing Date in terms of the SEBI ICDR Regulations, relevant circulars issued by SEBI and other Applicable Laws.

3.2.3.4. The Escrow Collection Bank agrees that it shall immediately and in any event no later than one Working Day of receipt of such intimation as provided in Clause 3.2.4.1(a) from the Registrar along with the BRLM transfer the Surplus Amount to the Refund Account. Further, the Refund Bank shall immediately and in any event no later than one Working Day of the receipt of intimation as per Clause 0(a), issue refund instructions to the electronic clearing house. Such instructions by the Registrar, shall be issued within such time that, the entire process of refunds through electronic clearance shall be completed within three Working Days from the Bid/ Issue Closing Date in terms of the SEBI ICDR Regulations, relevant circulars issued by SEBI and other Applicable Laws.

3.2.3.5. The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Anchor Investors in manner provided in the Red Herring Prospectus and in accordance with Applicable Laws. For the purposes of such refunds, the Refund Bank will act in accordance with the instructions of the Registrar for issuances of such instruments, copies of which shall be marked to the Company, and the BRLM.

3.2.3.6. Online validation at the point of payment by the Refund Bank is subject to the Registrar to the Issue providing complete master lists ("**Masters**") to the Refund Bank, in the format specified by the Refund Bank. The Registrar to the Issue shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely and accurate refund. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters

provided by the Registrar to the Issue and the Refund Bank shall provide a list of paid/unpaid cases at regular intervals or as desired by the Registrar to the Issue, BRLM. At the end of the validation period, the Refund Bank shall provide to the Registrar to the Issue a list of paid and unpaid cases. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar to the Issue and the BRLM and intimated to the Company, prior to dispatch of refund.

3.2.3.7. The Escrow Collection Bank, Public Issue Account Bank and the Refund Bank shall not be responsible for any claim by any Beneficiary or any other person for fraudulent encashment through pilferage, alteration, forgery, duplication, or presentment through wrong bank, provided the Escrow Collection Bank, Public Issue Account Bank and the Refund Bank have acted in accordance with the provisions of this Agreement and in good faith. Notwithstanding the aforesaid, the Escrow Collection Bank, Public Issue Account Bank and the Refund Bank shall be responsible for any claim as described above, if the same is attributable to any breach of obligations under this Agreement by them or an act of fraud, negligence or in case of any misconduct by them.

3.2.4. ***Closure of the Escrow Account, Public Issue Account and Refund Account***

3.2.4.1. Upon receipt of instructions from the Company, BRLM and the Registrar, the Escrow Collection Bank shall take necessary steps to ensure closure of Escrow Accounts once all monies therein are transferred into the Public Issue Account, or the Refund Account, as the case may be, and not later than six months from the date of opening such Escrow Accounts. The Public Issue Account Bank and Escrow Collection Account Bank shall take the steps necessary to ensure closure of the Public Issue Account and Escrow Collection Account promptly and after all monies in the Public Issue Account and Escrow Collection Account are transferred, upon receipt of instructions as provided in **Schedule XI** in accordance with the terms of this Agreement. The Refund Bank shall take the necessary steps to ensure closure of the Refund Account, once all Surplus Amounts or other amounts pursuant to Clause 3.2.1 or Clause 3.2.2, if any, are refunded to the Bidders to whom refunds are required to be made, upon receipt of closure letter from the Company, the BRLM and the Registrar as provided in **Schedule XI** in accordance with the terms of this Agreement. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven years from the date of such payment becoming first due, such amounts shall be transferred by the Refund Bank, without any further instruction from any Party, to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013. The Company shall cooperate with the Escrow Collection Bank to ensure such closure of the Escrow Accounts, the Public Issue Account and the Refund Account.

3.2.4.2. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank agree that prior to closure of the Escrow Accounts, the Public Issue Account and the Refund Account, respectively, they shall intimate the Company and the BRLM that there is no balance in the Escrow Accounts, the Public Issue Account and the Refund Account, respectively and shall provide a pdf copy of the complete and accurate statement of accounts to the Company, the Registrar and the BRLM in relation to deposit and transfer of funds from each of the Escrow Accounts, the Public Issue Account and the Refund Account. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank hereby agree that they shall close the respective accounts only after delivery of such statement of accounts and upon receipt of instructions from the Company, the Registrar and the BRLM as provided in **Schedule XI**.

3.2.4.3. Within five (5) Working Days of closure of the Escrow Accounts, the Public Issue Account and the Refund Account, the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, respectively shall provide confirmation of the closure of such accounts to the BRLM, the Company and the Registrar.

3.2.5. ***Miscellaneous***

3.2.5.1. Each of the Escrow Collection Bank, Public Issue Bank Account, the Refund Bank shall act promptly and within the time periods specified in this Agreement, upon any written instructions of the BRLM and the Company along with the Registrar, as applicable, including those referred

to in Clauses 3.2.3.1, 3.2.3.2 and 0 in relation to amounts to be transferred from the Escrow Accounts or the Public Issue Account or in relation to amounts to be refunded from the Refund Account prior to trading approvals or otherwise.

3.2.5.2. Each of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank or the Sponsor Bank shall stand discharged of all its legal obligations under this Agreement, if it has acted *bona fide* and in good faith in pursuance of the written instructions/information provided under the terms of this Agreement, as the case may be and in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Laws.

3.2.5.3. The BRLM are hereby severally authorized to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Escrow Account(s) to the Public Issue Account and the Refund Account, as applicable.

4. DUTIES AND RESPONSIBILITIES OF THE REGISTRAR

4.1. The Parties hereto agree that, in addition to the duties and responsibilities set out in the registrar agreement dated [.] (the "**Registrar Agreement**"), the duties and responsibilities of the Registrar shall include, without limitation, the following and the Registrar shall, at all times, carry out its obligations hereunder diligently and in good faith.

4.2. (a) The Registrar shall maintain at all times accurate physical and electronic records, as applicable, in connection with the Issue and as required under Applicable Laws and the Registrar Agreement, including, without limitation, the following:

(i) details of the monies to be transferred to the Public Issue Account, and the Refunds to be returned to the Anchor Investors, Bidders and Underwriters (as applicable) in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations, 2018 and the Companies Act;

(ii) details of rejected and/or withdrawals (including request of withdrawal) of Bids received;

(iii) final certificates received from the Escrow Collection Bank, SCSBs and the Sponsor Bank through the Stock Exchanges;

(iv) details of files in case of refunds to be sent by electronic mode, such as NEFT/ RTGS, etc.;

(v) details regarding all Refunds made (including intimations) to Bidders;

(vi) particulars of various pre-printed and other stationery supported by reconciliation of cancelled/spoilt stationery;

(vii) particulars relating to Allottees;

(viii) particulars relating to the aggregate amount of commission payable to the Registered Brokers in relation to the Issue in accordance with the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI, the circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI, circular No. CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, issued by SEBI, and the details of such compensation shared with the stock exchanges, and particulars relating to the aggregate amount of commission payable to the Sponsor Banks, RTAs, CDPs, Syndicate Members and SCSBs in relation to the Issue; and

(ix) all correspondence with the BRLM, Designated Intermediaries, the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor

Bank, the SCSBs and regulatory authorities.

The Registrar shall promptly supply such records to the BRLM on being requested to do so.

(b) The Registrar shall comply with the provisions of the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular No. CIR/CFD/DIL/2/2011 dated May 16, 2011, the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, the 2015 Circular, the SEBI Circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and any other provisions of Applicable Law.

(c) The Registrar shall perform its duties diligently and in good faith under this Agreement and the Registrar Agreement and under Applicable Laws and shall provide in a timely manner all accurate information to be provided by it under this Agreement and under the SEBI ICDR Regulations and any circulars issued by the SEBI, to ensure timely and proper approval of the Basis of Allotment by the Designated Stock Exchange, timely and proper Allotment and refund through electronic mode without delay, including instructing the Escrow Collection Bank of the details of the moneys and Surplus Amount required to be transferred to the Refund Account and the Refund Bank of the details with respect to the amount required to be refunded to the Bidders, all within three Working Days from the Bid/Issue Closing Date and extend all support for obtaining the final listing and trading approval for the Issued Shares issued and sold pursuant to the Issue within three Working Days from the Bid/ Issue Closing Date or within such time as prescribed by SEBI. The Registrar shall be solely responsible and liable for any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement.

(d) The Registrar shall solely be responsible for the correctness and validity of the information provided for the purposes of reporting, including to SEBI and the Stock Exchange, and shall ensure that such information is based on authentic and valid documentation received from the members of the Syndicate, Escrow Collection Bank, Refund Bank and the Sponsor Bank, as applicable.

(e) The Registrar shall perform all obligations as per the effective procedure set forth among the Company, the BRLM and the Registrar and in accordance with Registrar Agreement, and undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the same. The Registrar further undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the Underwriting Agreement, as and when executed.

(f) The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs, Sponsor Banks (through the Stock Exchanges), Escrow Collection Bank and Refund Bank are valid and are received within the timelines specified under applicable regulations. The Registrar shall also be responsible for providing instructions to the SCSBs and the Sponsor Bank, for the amounts to be transferred by SCSBs or the RIBs banks (in case of RIBs bidding through the UPI mechanism) from ASBA Accounts to Public Issue Account, and the amounts to be un-blocked by SCSBs in ASBA account as well as the amounts to be transferred by the Escrow Collection Bank to the Public Issue Account or Refund Account, as the case may be.

(g) The Registrar agrees that at all times, the Escrow Collection Bank/Public Issue Account Bank/Refund Bank/Sponsor Bank will not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar.

(h) The Registrar agrees upon expiry/termination of this Agreement to immediately destroy or deliver without retaining any copies and shall confirm in writing that it has duly destroyed and/or returned all property of the Escrow Collection Bank and materials related to the refund to the Refund Bank all the documents and any/all data, held by it and which are in possession/custody/control of Registrar, to the Escrow Collection Bank and Refund Bank respectively.

(i) The Registrar shall perform a validation of the electronic Bid details received from the Stock Exchanges in relation to the DP ID, Client ID and PAN with the records maintained by the Depositories and a reconciliation of the final certificates received from the Banker to the Issue and SCSBs/Sponsor Bank with the electronic Bid details. The Registrar shall intimate the BRLM and the Banker to the Issue with any data discrepancy as soon as such reconciliation is complete. The Registrar, based on information of Bidding and blocking received from Stock Exchanges, would undertake reconciliation of the Bid data and block confirmation corresponding to the Bids by all investor category applications (with and without the use of UPI) and prepare the basis of allotment.

(j) The Registrar shall send the bank-wise data of the Allottees, amount due on Equity Shares Allotted, if any to the SCSB and the Sponsor Bank, and the balance amount to be unblocked in the corresponding SCSB account (in case of non-UPI mechanism).

(k) The Registrar shall reject any Bids made by Bidders from third party bank accounts or from third party linked bank account UPI ID, subject to such data being provided by the Stock Exchanges, SCSB and/or the Sponsor Bank, either through the Bid book or otherwise.

4.3. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Registrar shall indemnify and hold harmless the other Parties hereto, in the manner provided in this Agreement, against any and all losses, claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees, etc., relating to or resulting from any delay or failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue or any losses arising from difference or fluctuation in currency exchange rates, and expenses (including interest, penalties, attorney's fees, accounting fees and investigation costs) relating to or resulting from, including without limitation to the following:

(a) any delay, error, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendments thereto), and any other document detailing the duties and responsibilities of the Registrar related to the Issue including, without limitation, against any fine or penalty imposed by SEBI or any other regulatory authority or court of law, provided however that the Registrar shall not be responsible for any of the foregoing resulting, directly and solely, from a failure of any other Party in performing its duties under this Agreement on account of gross negligence or wilful default;

(b) any delays in supplying accurate information for processing Refunds or unblocking of excess amount in ASBA Accounts;

(c) any claim by or proceeding initiated by any regulatory or other authority under any statute or regulation on any matters related to the transfer of funds by Escrow Collection Bank/ Refund Bank;

(d) wrongful rejection of Bids;

(e) misuse of the refund instructions or of negligence in carrying out the refund instructions;

(f) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange;

(g) any delays in supplying accurate information for processing the Refunds or any claim made or issue raised by any Anchor Investor or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank or the Sponsor Bank hereunder;

(h) misuse of scanned signatures of the authorized signatories of the Registrar;

(i) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful investors based on the approved Basis of Allotment by the Designated Stock Exchange; and/or

(j) in each case, which may result in a liability, claim, action, cause of action, suit, lawsuit, demand, damage, loss, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Escrow Collection Bank or the Refund Bank or the Public Issue Account Bank or the Sponsor Bank or any other Parties.

4.4. The Registrar shall act in accordance with, the instructions of the Company, the BRLM and Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and the BRLM and comply with the instructions given jointly by the Company and the BRLM.

4.5. The Registrar will coordinate with all the concerned parties to provide necessary information to the Escrow Collection Bank/Public Issue Account Bank/Refund Bank/Sponsor Bank.

4.6. The Registrar shall use its best efforts while processing all applications to separate eligible applications from ineligible applications, i.e., applications which are capable of being rejected on any of the technical or other grounds as stated in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum or for any other reasons that comes to the knowledge of the Registrar. The Registrar shall identify the technical rejections solely based on the electronic Bid file(s) received from the Stock Exchanges.

4.7. The Registrar shall ensure that any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies are redressed in a timely manner in accordance with Applicable Law, and shall provide requisite reports to the Company, and the BRLM.

4.8. The Registrar Will Provide the Allotment File within 15 calendar days from issue opening date.

4.9. The Registrar shall ensure full reconciliation of collections in the Public Issue Accounts with the information and data available with them. The Registrar to the Issue, shall provide a certificate to the Book Running Lead Manager and the Company confirming such reconciliation.

5. DUTIES AND RESPONSIBILITIES OF THE BRLM

5.1. Other than as expressly set forth in the SEBI ICDR Regulations in relation to the ASBA Bids submitted to the BRLM, no provision of this Agreement will constitute any obligation on the part of any of the BRLM to undertake any obligation or have any responsibility or incur any liability in relation to the ASBA Bids procured by the Designated Intermediaries.

5.2. The Parties hereto agree that the duties and responsibilities of the BRLM under this Agreement shall be as set out below:

a. On receipt of information from the Company, intimate in writing the Anchor Investor Bidding Date and the Bid/ Issue Opening Date prior to the opening of Banking Hours during the Anchor Investor Bidding Date to the Escrow Banks, Sponsor Bank and the Registrar in the form attached hereto as **Schedule III**.

b. On the receipt of information from the Company inform the Registrar, Sponsor Bank, the Escrow Collection Bank/Public Issue Account Bank/Refund Bank regarding the occurrence of any of the events mentioned in Clause 3.2.1.1.

c. Along with the Registrar, instruct the Escrow Collection Bank of the details of the monies to be transferred to the Public Issue Account and the Surplus Amounts to the Refund Account in accordance with the terms herein, the Red Herring Prospectus and Applicable Laws.

d. On or prior to the Designated Date, the BRLM shall intimate the Designated Date to the Escrow Collection Bank, the Sponsor Bank and the SCSBs.

e. Instruct the Public Issue Account Bank of the details of the monies to be transferred from the Public Issue Account to the account(s) of the Company (if applicable), respectively, in accordance with Clause 3.2.3.2.

5.3. The BRLM shall, on issuing all instructions as contemplated under Clause 5.2 be discharged of all its obligations. The obligations, representations, warranties, undertakings, liabilities and rights of the BRLM under this Agreement shall be several and not joint. No BRLM shall be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other BRLM or Syndicate Member (or agents of such other BRLM, including Sub-syndicate Members of such other BRLM) or other Designated Intermediaries in connection with the Issue.

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

Other than as specifically provided under the SEBI ICDR Regulations and any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of any of the Escrow Collection Bank, Public Issue Account Bank or Refund Bank to comply with the instructions in relation to the application money blocked under the ASBA process. The Parties hereto agree that the duties and responsibilities of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and the Sponsor Bank shall be as applicable, including, without limitation, the following:

6.1 Notwithstanding anything contained in this Agreement, the Banker to the Issue shall not be obligated to make any transfer of funds under this Agreement, unless the requisite documents, as required by the Banker to the Issue under the Applicable Law for such transfer of funds are submitted to its satisfaction.

6.2 Notwithstanding anything contained in this Agreement, the following disclaimer will be applicable to the Banker to the Issue's performance of its obligations under this Agreement: -

6.2.1 The Banker to the Issue shall have no liability towards either of the said Parties for any loss or damage that the other Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof. In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue's reasonable control or for indirect, special or consequential damages.

6.2.2 All the Parties to this Agreement agree that the Banker to the Issue shall not be liable for any action or for the performance of its duties done in good faith as specified herein. No implied duties shall be read into the Agreement herein contained against the Banker to the Issue, and Banker to the Issue shall act only in accordance with the written instructions from the Book Running Lead Manager and as expressly provided in this Agreement and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement. The Banker to the Issue is under no obligation to verify the authenticity of any instructions received under this Agreement, the Banker to the Issue shall not be bound to act in any manner not expressly provided herein, or to act on any instructions that are in conflict with the provisions of this Agreement.

6.2.3 The Banker to the Issue shall not be precluded by virtue of this Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the other Parties or any of their affiliates provided that such transactions or arrangements (by whatever name called) will (i) not be contrary to the provisions of this Agreement; (ii) not interfere in the Banker to the Issue discharging its obligations under this Agreement; and (iii) not pose a conflict of interest for the Banker to the Issue, in any manner whatsoever.

6.3 The duties and responsibilities of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and Sponsor Bank are as expressly set out in this Agreement. Each of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and Sponsor Bank shall at all

times carry out its obligations hereunder diligently and in good faith and strictly in compliance with instructions delivered pursuant to this Agreement, as applicable, and in compliance with Applicable Law.

6.4 The Escrow Collection Bank shall accept the payment instructions and related documents from BRLM (and not from the Anchor Investors directly) relating to Bids from Anchor Investors only during the Anchor Investor Bidding Date.

6.5 The Escrow Collection Bank shall ensure that the Bid Amounts paid by the Anchor Investor and any amounts paid by the Underwriters or any other person pursuant to any underwriting obligations under the Underwriting Agreement are deposited by it in/transferred by it to the Escrow Accounts and transfers are made by it in accordance with the terms of this Agreement;

6.6 The Escrow Collection Bank shall accept the credits through RTGS/NEFT/direct credit during the Anchor Investor Bidding Date or from authorized persons towards payment of any amounts by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement;

6.7 In terms of the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI and the circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI, the controlling branch of the Escrow Collection Bank shall consolidate the electronic schedule of all branches, reconcile the amount received and send the consolidated schedule to the Registrar along with the final certificate in this regard;

6.8 The Escrow Collection Bank shall not accept the Bid Amounts and the Anchor Investor Application Forms from the BRLM at any time later than the Pay-in Date, unless advised to the contrary by the Registrar and the other BRLM. The Escrow Collection Bank shall keep a record of such Bid Amounts and the Anchor Investor Application Forms and shall promptly, no later than one (1) Working Day from receipt of the Anchor Investor Application Forms, forward scanned copies of such forms to the Registrar and shall also provide the BRLM the details of the Bid amounts and statement of account balance, at the request of the BRLM;

6.9 On the Designated Date, the Escrow Collection Bank shall on receipt of written instructions in this regard from the Registrar and the BRLM, (i) transfer the monies in respect of successful Bids to the Public Issue Account; and (ii) transfer the Surplus Amounts to the Refund Account as provided in Clause 3.2.4 of this Agreement. The Escrow Collection Bank should ensure that the entire funds in the Escrow Accounts are either transferred to the Public Issue Account or the Refund Account and appropriately confirm the same to the Registrar and BRLM (with a copy to the Company).

6.10 In the event of the failure of the Issue, and upon written instructions regarding the same from the BRLM, the Escrow Collection Bank shall forthwith transfer any fund standing to the credit of the Escrow Accounts to the Refund Account and the Refund Bank shall make payments in accordance with Clause 3.2.1.3 of this Agreement.

6.11 In the event of a failure to obtain listing and trading approvals for the Equity Shares after the funds are transferred to the Public Issue Account and upon the receipt of written instructions from the BRLM, the Public Issue Account Bank shall forthwith transfer the amounts held in the Public Issue Account to the Refund Account and the Refund Bank shall make payments in accordance with Clause 3.2.2 of this Agreement.

6.12 The Escrow Collection Bank shall ensure full reconciliation of collections in the Escrow Accounts with the information and data provided by the Registrar, and the Escrow Collection Bank and the Registrar shall jointly provide a certificate to the BRLM confirming such reconciliation within the time prescribed by the SEBI;

6.13 The Escrow Collection Banks/the Public Issue Account Bank/ Refund Bank, in their respective capacities, shall not exercise any lien, encumbrance or other rights over the moneys deposited with them or received for the benefit of the Escrow Accounts or Public Issue Account Bank or

the Refund Account, as the case may be, and shall hold the monies therein in trust for the Beneficiaries. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall not have any right to set off such amount or any other amount claimed by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank against any person, including by reason of non-payment of charges or fees to the Escrow Collection Bank or the Refund Bank, as the case may be, for any reason whatsoever.

6.14 The Escrow Collection Bank shall deliver on a timely basis, the final certificates in respect of Bid amounts received from Anchor Investors and the relevant schedules during the Anchor Investor Bidding Date, to the Registrar, or such other later date as may be communicated to them by the BRLM in consultation with the Registrar and in no case later than the pay-in date for the Anchor Investors as specified in the CAN. The Escrow Collection Bank shall ensure that the final certificates issued are valid.

6.15 The Refund Bank shall ensure that no request/instructions for payment of refunds shall be delayed beyond a period of two Working Days from the date of receipt of the request/instructions for payment of refunds and shall expedite the payment of refunds.

6.16 The Escrow Collection Bank and Sponsor Bank, shall maintain verifiable records of the date and time of forwarding/handing over of bank schedules, final certificates, as applicable to the Registrar.

6.17 The Escrow Collection Bank agrees that, in terms of the 2015 Circular and the 2018 Circular, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank confirms that it shall not accept any Bid cum Application Form or payment instruction relating to any ASBA Bidder from the members of the Syndicate/ Sub-syndicate Members or other Designated Intermediaries in its capacity as Escrow Collection Bank. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrar in this regard.

6.18 The Escrow Collection Bank, the Public Issue Bank and the Refund Bank agree that the Escrow Accounts, Public Issue Account and Refund Account, as applicable, opened by them shall be no lien and non-interest bearing accounts and shall be operated in accordance with RBI circular dated May 2, 2011 A.P.(DIR Series) Circular No. 58. The Escrow Collection Bank will not issue any cheque book against any of the accounts.

6.19 Subject to Clause 6.14, no implied duties or obligations shall be read into this Agreement against the Escrow Collection Bank/Public Issue Account Banks, Refund Bank and the Sponsor Bank. The Escrow Collection Bank shall further not be bound by the provisions of any other agreement between the other parties to this Agreement to which it is not a party, save and except this Agreement, and the engagement letter.

6.20 The Escrow Collection Bank and the Refund Bank shall act *bona fide* and in good faith, in pursuance of the written instructions of, or information provided by, the Registrar or the BRLM, the Company, as the case may be.

6.21 The Escrow Collection Bank, Public Issue Account Bank, Refund Bank and the Sponsor Bank will be entitled to act on instructions received from the BRLM and/or the Registrar pursuant to this Agreement through facsimile / mail after due authentication of the signatures on facsimile instructions with the specimen signatures. The Escrow Collection Bank shall act promptly on the receipt of such information/instruction within the time periods specified in this Agreement and under Applicable Laws.

6.22 Following the transfer of the amounts from the Public Issue Account to the respective bank accounts of each of the Company, the Public Issue Account Bank shall provide to each of the Company and the BRLM, a detailed statement of all amounts transferred to and from the Public Issue Account.

6.23 The Escrow Collection Bank shall facilitate the Company in making any regulatory filings in accordance with the foreign exchange laws in India, as maybe required and promptly provide any documents as required by the Company in this regard.

6.24 The Escrow Collection Bank shall take necessary steps to ensure closure of the Escrow Account once all monies are transferred into the Public Issue Account or the Refund Account as the case maybe.

6.25 The Escrow Collection Bank, the Public Issue Bank and the Refund Bank may, acting in good faith, rely on any written instructions issued in accordance with the terms of this Agreement believed by it to have been executed by an authorized signatory of the issuer of such instructions. If any of the instructions are not in accordance with or not in the form set out in this Agreement, the Escrow Collection Bank and Refund Bank shall immediately notify and seek clarifications from the Company and each of the BRLM.

6.26 The Parties agree that Escrow Collection Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.

6.27 The Sponsor Bank shall carry out their obligations prescribed under the 2018 Circular diligently, in form and in spirit and shall ensure the following:

i. it shall provide the UPI linked bank account details of the relevant RIBs to the Registrar for the purpose of reconciliation;

ii. it shall act as a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and / or payment instructions of the RIB into the UPI;

iii. it shall initiate mandate requests on the relevant RIBs, for blocking of funds equivalent to the application amount, through NPCI, with their respective bank accounts basis the Bid details shared by the Stock Exchanges on a continuous basis, within the Bid/Offer Period. It shall ensure that intimation of such request is received by the relevant RIBs at its contact details associated with its UPI ID linked bank account, as an SMS/intimation on the mobile app.

iv. it shall not accept Bid details from the Stock Exchanges post the end of 1 (one) Working Day from the Bid/Issue Closing Date;

v. the Sponsor Bank shall send the final certificate (reconciliation file) (confirmation of funds blocked) to the Registrar (which shall include UPI linked bank account details of the respective RIB's), through the Stock Exchanges, within 2 (two) Working Days of the Bid/Issue Closing Date;

vi. after the approval of the Basis of Allotment by the Designated Stock Exchange and upon receipt of instructions from the Registrar in writing, it will give debit instructions and ensure transfer of funds (equivalent to the Allotments received) from the respective accounts of the relevant RIBs, linked with their UPI IDs, to the Public Issue Account;

vii. it shall provide a confirmation to the Registrar once the funds are credited from the RIB's bank account to the Public Issue Account;

viii. In cases of Bids by RIB's using the UPI mechanism, the Sponsor Bank shall inform the Stock Exchanges that the UPI ID mentioned in the Bid details, shared electronically by the Stock Exchanges, is not linked to a UPI 2.0 bank account.

6.28 Escrow Collection Bank, the Public Issue Bank and the Refund Bank shall act only in accordance with the written instructions from the BRLM and as expressly provided in this Agreement and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement. Escrow Collection Bank, the Public Issue Bank and the Refund Bank is under no obligation to verify the authenticity of any instructions received under this Agreement. In cases where Escrow Collection Bank, the Public Issue Bank and the Refund Bank shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action.

6.29 Escrow Collection Bank, the Public Issue Bank and the Refund Bank will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder.

6.30 It is expressly agreed by and between the Parties hereto that the Company shall bear and pay upfront all the costs, charges and expenses including the fees of the Escrow Collection Bank, the Public Issue Bank and the Refund Bank's advocate(s) that may be incurred by Escrow Collection Bank, the Public Issue Bank and the Refund Bank on account of any litigation arising out of or in connection with this Agreement. In the event Escrow Collection Bank, the Public Issue Bank and the Refund Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses, the same shall be reimbursed by the Company to Escrow Collection Bank, the Public Issue Bank and the Refund Bank immediately upon demand from Escrow Collection Bank, the Public Issue Bank and the Refund Bank.

6.31 Any act to be done by the Escrow Collection Bank, the Public Issue Bank and the Refund Bank shall be done only on a Working Day, during normal banking business hours, and in the event that any day on which the Escrow Collection Bank, the Public Issue Bank and the Refund Bank is required to do an act under the terms of this Agreement is not a Working Day or the instructions from the BRLM are received after 5:00 PM, then the Escrow Collection Bank, the Public Issue Bank and the Refund Bank shall do those acts on the next succeeding Working Day.

6.32 Notwithstanding anything contained in this Agreement, the Escrow Bank shall not be obligated to make any transfer of funds under this Agreement, unless the requisite documents, as required by the Escrow Bank under the Applicable Law for such transfer of funds are submitted to its satisfaction.

List of documents for domestic fund transfers:

- Authorized and signed instruction letter from Book Running Lead Manager
- Excel sheet (as per format provided by the Escrow Agent) in case of bulk transaction to be provided by the Merchant Banker which include account details of the Bidders for transfer fund from Escrow Account or Special Account.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

7.1. The Parties hereto agree that the duties of the Company shall be as set out below:

(a) The Company shall ensure that the Registrar instructs the Escrow Collection Bank and Refund Bank of the details of the refunds to be made to the Anchor Investors.

(b) The Company shall ensure that the Registrar in respect of any Surplus Amount, instructs (i) the Escrow Collection Bank to transfer the Surplus Amount to the Refund Account and subsequently refunds the Surplus Amount to the Beneficiaries as well as (ii) instructs the SCSBs to unblock ASBA Accounts at the first instance; and Refund Bank to refund such amounts to the Bidders at the second instance.

(c) The Company shall use reasonable efforts to ensure that the Registrar in respect of bids made by RIBs using UPI ID, shares the debit file post approval of the Basis of Allotment, with the Sponsor Bank to enable transfer of funds from RIB's bank accounts to the Public Issue Account.

(d) The Company, with the assistance of the BRLM, shall use best efforts to ensure that the Registrar addresses all investor complaints or grievances arising out of any Bid. The Banker to the issue will assist the Company as may be required in redressal of investor grievances that pertain to the statements made in relation to itself and to the Equity Shares held by it and being issued pursuant to the Issue.

(e) The Company shall make the RoC Filing of the Prospectus, within the timelines prescribed under the Applicable Law and shall intimate the BRLM and the Registrar of the date of the Prospectus RoC Filing immediately thereafter.

(f) The Company shall ensure that the listing of the Equity Shares is completed within the time period stipulated under the Applicable Law (including any circulars or directions issued by SEBI).

7.2. Each of the Company shall be severally and not jointly responsible and liable, solely in respect of itself for any failure to perform its own duties and responsibilities as set out in this Agreement and breach of any of their respective representations, warranties, agreements, covenants, undertakings or obligations under this Agreement.

7.3. The Company hereby agree that the aggregate amount of commission payable to the Registered Brokers and Syndicate Members in relation to the Issue as calculated by the Registrar shall be deposited by the Company to the Stock Exchanges prior to the receipt of the final listing and trading approvals. The final payment of commission to the Registered Brokers shall be made by the Stock Exchanges. Further, commission to the Sponsor Bank, RTAs and CDPs, as calculated by the Registrar, shall be paid directly by the Company within 30 Working Days of receipt of the invoices from the respective RTAs and CDPs, as the case may be.

8. TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the BRLM, the Escrow Collection Bank /the Public Issue Account Bank/Refund Bank/Sponsor Bank and the Registrar, of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

9. REPRESENTATIONS AND WARRANTIES

9.1. The Company hereby represents, warrants, undertakes and covenants to the Escrow Collection Bank / the Public Issue Account Bank/ Refund Bank/Sponsor Bank, the BRLM and the Registrar that:

(a) This Agreement constitutes a valid, legal and binding obligation of the Company, and is enforceable against the Company in accordance with the terms hereof;

(b) The execution, delivery and performance of this Agreement or any other document related hereto by the Company has been duly authorized and does not and will not contravene (a) any Applicable Laws, (b) the constitutional documents of the Company, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets or properties, and no consent, approval, authorization or order of, or qualification with, any government authority is required for the performance by the Company of its obligations under this Agreement, except such as have been obtained or shall be obtained prior to the completion of the Issue;

(c) No mortgage, charge, pledge, lien, trust or any other security, interest or other encumbrance shall be created or exist over the Escrow Account, the Public Issue Account, Refund Account or the monies deposited therein;

(d) The Company shall not have recourse to any proceeds of the Issue, including any amounts in the Public Issue Account, until the final listing and trading approvals from the Stock Exchanges have been obtained;

(e) It has the power, authority and approvals to execute this Agreement and perform its obligations hereunder;

(f) All consents, approvals and authorizations (if any) required to be obtained by it for the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained;

(g) It has not received, and, does not anticipate to receive, any notice, intimation, information and/or other communication of any proceeding, investigation, inquiry, award or order (by whatever name called) which in respect of, or which may prevent or impede the completion of, the transactions contemplated herein; and

(h) It is not aware of any legal, quasi-legal, statutory, arbitration, mediation, conciliation, administrative or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending by or against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

9.2. The Investor hereby represents, warrants, undertakes and covenants to the Company, the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank, and the Sponsor Bank in their respective capacities, the BRLM and the Registrar that:

(a) No mortgage, charge, pledge, lien, trust, or any other security interest or other encumbrance shall be created or exist over the Escrow Accounts, the Public Issue Account, Refund Account or the monies deposited therein; and

9.3. The Registrar, Escrow Collection Bank / the Public Issue Account Bank/ Refund Bank/Sponsor Bank, in their respective capacities, represent, warrant, undertake and covenant (severally and not jointly) to each other and to the Company that:

a. This Agreement constitutes a valid, legal and binding obligation on their respective parts enforceable against the respective parties in accordance with the terms hereof;
b. The execution, delivery and performance of this Agreement and any other document related hereto has been duly authorised and does not and will not contravene (a) any Applicable Laws, (b) the organizational documents of such Party, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets; and

c. No mortgage, charge, pledge, lien, trust, or any other security interest or other encumbrance shall be created or exist over the Escrow Accounts, the Public Issue Account, Refund Account or the monies deposited therein.

9.4. The BRLM represent, warrant, undertake and covenant (severally and not jointly) to each other and to the Company that:

a. This Agreement constitutes a valid, legal and binding obligation on their respective parts enforceable against the respective parties in accordance with the terms hereof;

b. The execution, delivery and performance of this Agreement and any other document related hereto has been duly authorized; and

c. SEBI has granted them a certificate of registration to act as merchant banker in accordance with the Securities and Exchange Board of India (Merchant Banker) Regulations, 1992, as amended, and such certificate is valid and is in existence;

9.5. The Sponsor Bank also specifically represents, warrants, undertakes and covenants for itself to the BRLM, the Company that:

i. it has been granted a UPI certification as specified in the 2018 Circular, with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification;

ii. it has conducted a mock trial run of the systems necessary to undertake its obligations as a Sponsor Bank, as specified by the 2018 Circular and other Applicable Law, with the Stock Exchange and the registrar and transfer agents;

iii. it has certified to SEBI about its readiness to act as a Sponsor Bank and for inclusion of their name in SEBI's list of Sponsor Bank, as per the format specified in the 2018 Circular and that there has been no adverse occurrences that affect such confirmation to SEBI; and

iv. it is compliant with all Applicable Laws and conditions and has in place all necessary infrastructure in order for it to undertake its obligations as a Sponsor Bank, in accordance with this Agreement, the 2018 Circular and other Applicable Laws.

9.6. Each of the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank severally represents, warrants, undertakes and covenants for itself to the BRLM, the Company that it is a scheduled bank as defined under the Companies Act and that SEBI has granted it a 'Certificate of Registration' to act as Banker to the Issue in accordance with the Securities and Exchange Board of India (Banker to the Issue) Regulations, 1994, as amended or clarified from time to time, and such certificate is and, until completion of the Issue, will be valid and in existence and that the Escrow Collection Bank / the Public Issue Account Bank/ Refund Bank/Sponsor Bank, in their respective capacities shall and, until completion of the Issue, will be entitled to carry on business as Banker to the Issue under the Securities and Exchange Board of India Act, 1992 and other Applicable Laws. Further, each of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and the Sponsor Bank confirms that it has not violated any of the conditions subject to which the registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI that would prevent it from performing its obligations under the Agreement. And it is not debarred or suspended from carrying on such activities by SEBI and that it shall abide by the SEBI ICDR Regulations, as amended, the stock exchange regulations, code of conduct stipulated in the Securities and Exchange Board of India (Banker to the Issue) Regulations, 1994, as amended and the terms and conditions of this Agreement. The Escrow Collection Bank confirm that they shall identify their branches for the collection of application monies, in conformity with the guidelines issued by SEBI from time to time.

9.7. Each of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and the Sponsor Bank further severally represents and warrants to the BRLM, the Company that it has the necessary competence, facilities and infrastructure to act as an Escrow Collection Bank or Public Issue Account Bank or, Refund Bank or Sponsor Bank, as the case may be, and discharge its duties and obligations under this Agreement.

10. INDEMNITY

10.1. The Company shall indemnify and keep the Banker to the Issue their respective Affiliates and their respective directors, agents, employees and Affiliates ("Company Indemnified Party"), fully indemnified from and against any and all actions, suits, proceedings, claims, losses, demands, inquiry, investigations, penalties, liabilities, damages and other actions which may be asserted or threatened to be so asserted against a Company Indemnified Party (together, the "Company Indemnity Actions") and fees, costs, charges and expenses (including attorney's fees and disbursements), as may be incurred by the Company Indemnified Party in connection with investigating, preparing to defend, defending or appealing against any Company Indemnity Action resulting from any failure by the Company in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority or any Company Indemnity Actions as may be incurred by the Company Indemnified Party in connection with investigating, preparing to defend, defending or appealing against any action, suit, proceeding, claim, inquiry or investigation which may be asserted against or threatened to be so asserted, or incurred by the Company Indemnified Party, directly or indirectly arising out of or in connection with or as a consequence of the failure of the Company in performing its duties and responsibilities under this Agreement or operation of the Public Issue Account/Cash Escrow Accounts/Refund Account or any breach of its representations and warranties under this Agreement. The foregoing indemnity shall survive the termination of this Agreement and/ or the resignation of the Banker to the Issue.

10.2. It is understood that the Escrow Collection Bank's, Public Issue Account Bank's and the Refund Bank's liability to release the amounts lying in the Escrow Accounts, the Public Issue Account and the Refund Account(s), respectively, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any Government Authority, including the SEBI and the courts of competent jurisdiction in India, unless, there is a specific order from such government authority, including the SEBI or courts of competent jurisdiction to that effect and unless such order is furnished to the Escrow Collection Banks or the Public Issue Bank or the Refund Bank(s), as applicable, by the Party concerned.

10.3. The Registrar shall indemnify and hold harmless the other Parties hereto, their respective Affiliates and their respective directors, employees, officers, shareholders, advisors, Sub-syndicate members, representatives and agents at all times from and against any losses (including reputational losses), delay, claims, actions, causes of action, suits, demands, damages, claims for fees, costs, charges and expenses (including interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) relating to or resulting from: (i) any failure by the Registrar in performing its duties and responsibilities under this Agreement and the Registrar Agreement or any failure, deficiency, error or breach or alleged breach of any provision of laws, regulation or order of any court or regulatory or Government Authority, including, without limitation, against any fine or penalty imposed by the SEBI or any other statutory, judicial, administrative and/or regulatory authority or court of law, any loss that such other Party may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned /RTGS/NEFT/direct credit instructions, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory, statutory, judicial, administrative and/or government authority or court of law; (ii) any delays in supplying accurate information for processing refunds or unblocking of excess amount in the ASBA Accounts; (iii) any claim by or proceeding initiated by any statutory, regulatory, judicial, administrative or government authority under any Applicable Law on any matters related to the transfer of funds by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank or SCSBs or RIB's banks hereunder; and (iv) misuse of the refund instructions.

11. LIMITATION OF LIABILITY

11.1. Notwithstanding anything to the contrary contained herein, the the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank or the Sponsor Bank shall not be liable for any direct,

indirect, incidental, consequential or exemplary losses, liabilities, claims, actions or damages suffered by the other Parties.

11.2. The Escrow Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or contravention of this Agreement by any of the other Parties or any other person.

11.3. In the event the written instructions to the Banker to the Issue by the BRLMs and/or the Company are communicated through electronic mail ('e-mail')/ fascimile, the Banker to the Issue shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis. The Company hereby agree to indemnify and keep indemnified the Banker to the Issue and saved harmless from all claims, losses, damages, costs including legal expenses which the Banker to the Issue may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the instructions given or deemed to have been given or purportedly given by or on behalf of the BRLMs and/or the Company.

12. TERMINATION

12.1. Save as provided in Clause 12.2, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank, in the following circumstances:

(a) In case of the completion of the Issue in terms of Clauses 3.2.3 and (i), when the appropriate amounts from the Escrow Accounts are transferred to the Public Issue Account and/or the Refund Account, as applicable. However, notwithstanding the termination of this Agreement: (i) the Registrar in coordination with the Escrow Collection Bank shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the BRLM in accordance with Applicable Laws and terms and conditions of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, and (ii) the Refund Bank shall be liable to discharge their duties as specified under this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum and under Applicable Law.

(b) In case of failure of the Issue in terms of Clause 3.2.1 or on occurrence of events other than failure of the Issue detailed in Clause 3.2.2 or in case of the event that the listing of the Equity Shares does not occur, due to any other event, then the amounts in the Escrow Accounts/the Public Issue Account/Refund Account, as applicable are refunded to the Bidders or Underwriters, if applicable, in accordance with applicable provisions of the SEBI ICDR Regulations 2018, other Applicable Laws and this Agreement.

12.2. Termination by Parties

12.2.1. *Termination by the Company*

The terms of this Agreement may be terminated by the Company in consultation with the BRLM, in respect of the Escrow Collection Bank; or any Public Issue Account Bank or Refund Bank or the Sponsor Bank, in the event of proven fraud, proven negligence or proven wilful misconduct or wilful default on the part of such Escrow Collection Bank or the Public Issue Account Bank or Refund Bank or Sponsor Bank. Such termination shall be effected by a prior notice of not less than three weeks in writing, and the erstwhile Escrow Collection Bank; or any Public Issue Account Bank or Refund Bank shall transfer of the amounts standing to the credit of the Escrow Accounts, Public Issue Account or Refund Account to the substituted escrow collection bank, the public issue account banks and/or refund bank. For the avoidance of doubt, under no circumstances shall the Company be entitled to the receipt of or benefit of the amounts

lying in the Escrow Accounts/Public Issue Account or Refund Account, save in accordance with provisions of Clause 3.2.3.

12.2.2. ***Resignation by Escrow Collection Bank / Public Issue Account Bank/ Refund Bank***

Each of the Escrow Collection Bank / the Public Issue Account Bank/ Refund Bank in its respective capacity shall be entitled to resign from their respective obligations under this Agreement in respect of itself. Such resignation shall be effected immediately post submission in writing to all the Parties. The Parties agree that the Banker to the Issue shall then transfer the funds as directed by the Company/Book Running Lead Manager and shall immediately cease working as the escrow collection bank and shall not incur any liabilities pursuant to such resignation. The substitute escrow collection bank, public issue account banks and/or refund bank shall enter into an agreement substantially in the form of this Agreement with the BRLM, the Company, and the Registrar agreeing to be bound by the terms, conditions and obligations herein.

12.2.3. ***Resignation by Sponsor Bank***

The Sponsor Bank in its respective capacity shall be entitled to resign from its obligations under this Agreement in respect of itself. Such resignation shall be effected immediately post submission in writing to all the Parties. The Parties agree that the Banker to the Issue shall then transfer the funds as directed by the Company / Book Running Lead Manager and shall immediately cease working as the escrow collection bank and shall not incur any liabilities pursuant to such resignation. The substitute Sponsor bank shall enter into an agreement substantially in the form of this Agreement with the BRLM, the Company, and the Registrar agreeing to be bound by the terms, conditions and obligations herein.

12.2.4. ***Termination by Registrar***

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

12.2.5. ***Termination by the BRLM***

12.2.5.1. Notwithstanding anything contained in this Agreement, the BRLM may terminate this Agreement, individually or jointly upon service of notice in writing to the other Parties, if, after the execution and delivery of this Agreement and on or prior to the Allotment of Equity Shares pursuant to the Closing Date, in the event that:

(a) trading generally on any of BSE, the NSE, the London Stock Exchange, the New York Stock Exchange, or the NASDAQ or 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 or relevant governmental or regulatory authority, or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in the United Kingdom or the United States or with respect to the Clearstream or Euroclear systems in Europe or in any of the cities of Mumbai or New Delhi;

(b) there shall have occurred any material adverse change in the financial markets in India or the international financial markets, any 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 or international political, financial or economic conditions (including the imposition of or a change in currency exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the BRLM impracticable or inadvisable to proceed with the offer, sale, delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;

(c) there shall have occurred a Material Adverse Change;

(d) 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, any of its Affiliates operate or a change in the regulations and guidelines governing the terms of the Issue) or any order or directive from SEBI, the Registrar of Companies, the Stock Exchanges or any other Indian governmental, regulatory or judicial authority, or any statutory or regulatory investigation against the Company, Company Entities or any Director or an announcement or public statement by any regulatory or statutory body or organization that it intends to take any such action or investigation 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 Offer Documents;

(e) a general banking moratorium shall have been declared by Indian, United Kingdom, United States Federal or New York State Authorities;

(f) the Underwriting Agreement not having been executed on or prior to the date of RoC Filing, unless such date is otherwise extended by the BRLM;

(g) The RoC Filing not being completed on or prior to the Drop Dead Date for any reason;

(h) Any event due to which the process of bidding or the acceptance of Bids cannot start on the Bid/Issue Opening Date or any other revised date agreed to by the BRLM; or

(i) in the event the Company withdraw or declares its intention to withdraw the Issue at any time prior to Allotment, in accordance with the Red Herring Prospectus.

12.2.5.2. Notwithstanding anything stated above, the BRLM may, individually or jointly, terminate this Agreement by notice in writing, with a copy to the Company, if, at any time prior to the Closing Date, any of the representations, warranties, covenants, agreements or undertakings of the Company, Escrow Collection Bank, Public Issue Account Banks, the Refund Bank and/or Sponsor Bank in this Agreement are or are found to be incorrect or there is any non-compliance by the Company, Escrow Collection Bank, Public Issue Account Banks, the Refund Bank and/or Sponsor Bank of Applicable Laws.

12.2.5.3. This Agreement shall automatically terminate: (a) if the Issue Agreement or the Underwriting Agreement, after its execution, is terminated in accordance with its terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Issue Account; or (b) in the event the listing and the trading of the Equity Shares does not commence within the permitted time under Applicable Laws (and as extended by the relevant Governmental Authority).

12.2.5.4. On termination of this Agreement in accordance with this Clause 11, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided under this Agreement or under the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement. However, the provisions of Clauses 17 (Confidentiality), 20 (Severability), 16 (Governing Law), 10 (Indemnity), 11 (Termination) and 14 (Notices) shall survive any termination of this Agreement.

13. ASSIGNMENT

No Party shall assign or delegate any of its rights or obligations hereunder without the prior

written consent of the other Parties; provided, however, that any of the BRLM may assign its rights under this Agreement to an Affiliate without the consent of the other Parties, provided that in the event of any such assignment by a BRLM to any of its Affiliates, such BRLM shall as soon as reasonably possible upon assignment inform the Company. No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14. NOTICE

Any notice, request or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by facsimile or other similar facsimile transmission, or (c) sent by registered mail, postage prepaid or established courier service to the address of the Party specified below or such other address as such Party notifies to the other Parties from time to time, or to such fax number as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this clause will (a) if delivered personally or by an established courier service, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission, be deemed given when electronically confirmed (in case of initial receipt of illegible/unclear copy and subsequent receipt of clear and legible copy within one Working Day, when authenticity of instructions have been verified); and (c) if sent by registered mail, be deemed given when received.

In case of notice to the Company:
ROOPA SCREEN LIMITED
6, Sudama Estate, Behind Swastik Bansidhar Opp. Sudama Furniture, Narol, Ahmedabad, Ahmedabad - 382405 Gujarat, India
Tel: + 079-29755557
Email: info@roopaindia.in
Contact Person: Kunal Ghanshyambhai Thakker
Website: www.roopaindia.in

In case of notice to the Book Running Lead Manager:
SEREN CAPITAL PRIVATE LIMITED
Office no. 601 to 605, Raylon Arcade, Kondivita, J.B. Nagar, Mumbai, Maharashtra – 400059
Tel: +91-22-46011058
Email: info@serencapital.in
Contact Person: Akun Goyal
Website: www.serencapital.in

If to the Escrow Collection Bank/ Public Issue Account Bank/Refund Bank/Sponsor Bank
ICICI BANK LIMITED
Capital Market Division, 5th Floor
Backbay Reclamation, Churchgate
Mumbai 400 020
Attention: Mr.Varun Badai
Email: ipocmg@icici.bank.in

In case of a notice to the Registrar to the Issue:
BIGSHARE SERVICES PRIVATE LIMITED
S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East)Mumbai – 400093, India
Tel: +91 22 6263 8200
Email: ipo@bigshareonline.com
Contact Person: Sagar Pathare
Website: www.bigshareonline.com

Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above. Any notice sent to any Party shall also be marked to all the remaining Parties to this Agreement as well.

15. SPECIMEN SIGNATURES

The specimen signatures of the Company, the BRLM and the Registrar for the purpose of instructions to the Escrow Collection Bank, Public Issue Account Bank, the Refund Bank and the Sponsor Bank as provided here in as **Schedule IX A**, will be provided to the Escrow Collection Bank and the Refund Bank before the Bid/Issue Opening Date. It is further clarified that any of the signatory (ies) as per **Schedule IX A** can issue instructions as per the terms of this Agreement.

16. GOVERNING LAW AND JURISDICTION

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

17. CONFIDENTIALITY

Each of the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank and the Registrar shall keep all information confidential which will be shared by the other Parties during the course of this Agreement from the date of this Agreement until the date of completion of the Issue or termination or expiry of this Agreement, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to: (i) where such information is in public domain other than by reason of breach of this clause 17; (ii) when required by law, regulation or legal process or statutory requirement to disclose the same, after intimating the other Parties in writing, and only to the extent required; or (iii) to their Affiliates and their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement. The terms of this confidentiality clause shall survive the termination of this Agreement for reasons whatsoever. The Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and the Sponsor Bank undertake that their branch (es) or any Affiliate, to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this clause 17.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

19. AMENDMENT

No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of the Parties.

20. SEVERABILITY

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

21. SURVIVAL

The provisions of Clauses 3.2.5, 4.3, 6.1(e), 6.3, 7.1(c), 9.3, 10, 13, 14, 15, 16, 17 and this Clause 21 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 12.1 or the termination of this Agreement pursuant to Clause 12.2.

22. FORCE MAJEURE

The obligations of the Banker to the Issue contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to any event beyond the reasonable control of Banker to the Issue, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government, changes in legislation and other allied acts of regulatory nature, then Banker to the Issue shall not be deemed to be in default so long as any such cause or the effect thereof persists (provided that this shall not prevent the accrual of interest on any outstanding amount which would have been payable but for this provision) and during a reasonable period thereafter within which any such obligations are capable of being fulfilled. The Banker to the Issue shall not be liable for any action or claim, from any party, arising out of its inability to perform the obligations for the reasons stated herein.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties- Roopa Screen Ltd, Seren Capital Pvt Ltd, ICICI Bank Ltd and Bigshare Services Pvt Ltd or their duly authorized signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF COMPANY

Name: Kunal Ghanshyambhai Thakker
Designation: Whole Time Director and CFO

ROOPA SCREEN LTD. AHMEDABAD

SEREN CAPITAL PRIVATE LIMITED MUMBAI

ICICI Bank Limited CAS MKT DIV MUMBAI BRANCH

Bigshare Services Private Limited Mumbai

IN WITNESS WHEREOF, this Agreement has been executed by the Parties- Roopa Screen Ltd, Seren Capital Pvt Ltd, ICICI Bank Ltd and Bigshare Services Pvt Ltd or their duly authorized signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF BRLM

Name: Akun Goyal
Designation: Director

IN WITNESS WHEREOF, this Agreement has been executed by the Parties- Roopa Screen Ltd, Seren Capital Pvt Ltd, ICICI Bank Ltd and Bigshare Services Pvt Ltd or their duly authorized signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF ICICI BANK LIMITED

Name: ROHIT THADA
Designation: CHIEF MANAGER

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

ROOPA SCREEN LTD. AHMEDABAD

SEREN CAPITAL PRIVATE LIMITED MUMBAI

Bigshare Services Private Limited Mumbai

IN WITNESS WHEREOF, this Agreement has been executed by the Parties- Roopa Screen Ltd, Seren Capital Pvt Ltd, ICICI Bank Ltd and Bigshare Services Pvt Ltd or their duly authorized signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF Registrar

Name:
Designation:

SEREN CAPITAL PRIVATE LIMITED MUMBAI

ROOPA SCREEN LTD. AHMEDABAD

CAP MKT DIV MUMBAI BRANCH

SCHEDULE I

Date:

To

Escrow Collection Account Bank
Refund Account Bank
Public Issue Account Bank
Sponsor Bank
The Registrar

Dear Sirs,

Re: Initial Public Offer (the "Issue") of equity shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

We hereby intimate you that the Issue has failed due to the following reason: [•]

Pursuant to Clause 3.2.1.2 of the Escrow and Sponsor Bank Agreement, we request you to transfer all the amounts standing to the credit of the Escrow Accounts to the Refund Account as per the following:

SR No.	Escrow Bank Name	Escrow Account No	Amount	Refund Bank Name	Refund Account No	IFSC Code	Branch Address
1	[•]	[•]	[•]	[•]	[•]	[•]	[•]
2	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Please note that the LEI number of the Company is [•].

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

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

For BRLM[•]

SEREN CAPITAL PRIVATE LIMITED MUMBAI

_____
Name:
Designation:

Copy to: Company

ICICI Bank Limited CP MKT DIV MUMBAI BRANCH

R. Thakkar

ROOPA SCREEN LTD. AHMEDABAD

Link Intime India Services Private Limited Mumbai

SCHEDULE II

Date:

To:

Refund Account Bank

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of the (the "Company" and such issue, the "Issue") –Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.1.3 (b) / 3.2.1.3 (c) / 3.2.3.3 (a) of the Escrow and Sponsor Bank Agreement, we hereby request you to transfer on [•], the amount of ₹ [•] from the Refund Account titled "[•]" and No. [•] for Refund to the Bidders as set out in the enclosure hereto.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/or the Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For RTA[•]

(Authorized Signatory)
Name:
Designation:

Copy to:

(1) **The BRLM**
(2) **Company**

Encl.:

Details of Bidders entitled to payment of refund

SCHEDULE III

Date: [•]

To:
Escrow Collection Account Bank
Public Issue Account Bank
Refund Account Bank
Sponsor Bank
Registrar

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (a)/ 5.2 (a) of the Escrow and Sponsor Bank Agreement, we write to inform you that the Anchor Investor Bidding Date for the Issue is [•] and the Bid/Issue Opening Date for the Issue is [•] and the Bid/Issue Closing Date for the Issue isCapitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

Kindly acknowledge the receipt of this letter.

Sincerely,

For BRLM[•]

SERENE CAPITAL PRIVATE LIMITED MUMBAI

Name:
Designation:

Copy to: Company

ROOPA SCREEN LTD. AHMEDABAD

Bigshare Services Private Limited Mumbai

SCHEDULE IV

Date:

To:

Escrow Collection Account Bank

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•](the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (b) of the Escrow and Sponsor Bank Agreement, the Designated Date is [•] and we instruct you to transfer on [•], ₹ [•] from the Escrow Account Name [•]and No. [•] to the Public Issue Account as per the following:

SR No.	Escrow Bank Name	Escrow Account No	Amount	Public Issue Bank Name	Public Issue Account No	IFSC Code	Branch Address
1	[•]	[•]	[•]	[•]	[•]	[•]	[•]
2	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Please note that the LEI number of the Company is [•].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

Sincerely,

For BRLM [•]	For RTA [•]
Name: Designation:	Name: Designation:

Copy to: Company

SCHEDULE V

Date: [•]

To:
The BRLM

Dear Sirs,

Re: **Initial Public Offer of the Equity Shares of the (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

Pursuant to Clause 3.2.3.1 (d) of the Escrow and Sponsor Bank Agreement, we write to inform you that the aggregate amount of commission payable to the Designated Intermediaries and Sponsor Bank in relation to the Issue is ₹ [•] and the details and calculation of the commission is enclosed herein.

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

Yours faithfully,

For RTA [•]

Name: [•]
Designation: [•]

Copy to: Company

SCHEDULE VI

Date: [•]

To:

Public Issue Account Bank

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clauses 3.2.3.2 (a) , 3.2.3.2 (b) and 3.2.3.2 (c) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•] towards the Issue Expenses, from the Public Issue Account Name [•] and No. [•] to their respective bank accounts as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[•]	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]	[•]
3.	[•]	[•]	[•]	[•]	[•]	[•]
Total Amount		[•]				

Please note that the LEI number of the Company is [•].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For BRLM [•]

Name:
Designation:

Copy to: Company

SCHEDULE VII

Date: [•]

To:

Public Issue Account Bank

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.2 (e) and 3.2.3.2 (f) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•] from the Public Issue Account Name [•] and No. [•] to the bank account(s) of the Company, as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[•]	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]	[•]
3.	[•]	[•]	[•]	[•]	[•]	[•]
4.	[•]	[•]	[•]	[•]	[•]	[•]
5.	[•]	[•]	[•]	[•]	[•]	[•]
Total Amount		[•]				

Please note that the LEI number of the Company is [•].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For BRLM [•]

SEREN CAPITAL PRIVATE LIMITED MUMBAI

Name:
Designation:

Copy to: Company

Bank Limited CAP MKT DIV MUMBAI BRANCH

ROOPA SCREEN LTD. AHMEDABAD

Bigshare Services Private Limited Mumbai

SCHEDULE VIII

Date: [•]

To:

Escrow Collection Account Bank

Dear Sirs,

Re.: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.3 (a) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•], ₹ [•], the Surplus Amount from the Escrow Account Name [•] and No. [•] to the Refund Account as per the following:

SR No.	Escrow Bank Name	Escrow Account No	Amount	Refund Bank Name	Refund Account No	IFSC Code	Branch Address
1	[•]	[•]	[•]	[•]	[•]	[•]	[•]
2	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Please note that the LEI number of the Company is [•].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For BRLM [•]	For RTA [•]
Name: Designation:	Name: Designation:

Copy to: Company

SCHEDULE IX A - AUTHORIZED REPRESENTATIVES

FOR ROOPA SCREEN LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Kunal Ghanshyambhai Thakker	Whole Time Director and CFO	

FOR SEREN CAPITAL PVT LTD

NAME	POSITION	SPECIMEN SIGNATURE
Akun Goyal	Director	

FOR ROOPA SCREEN LTD.

FOR Bigshare Services Private Limited

FOR BISHARE SERVICES PVT LTD

NAME	POSITION	SPECIMEN SIGNATURE
Babu Raphael	D.G.M.	

Bigshare Services Private Limited Mumbai

V. Thakkar

ROOPA SCREEN LTD. AHMEDABAD

SEREN CAPITAL PRIVATE LIMITED MUMBAI

SCHEDULE X

Date: [•]

To:

Public Issue Account Bank
Registrar

Dear Sirs:

Re.: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

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

Pursuant to Clause 3.2.2.1 of the Escrow and Sponsor Bank Agreement, we request the Public Offer Account Bank, to transfer all the amounts standing to the credit of the Public Issue Account Name [•], bearing account number [•] to the Refund Account bearing account number [•] with the Refund Bank.

SR No.	Public Issue Bank Name	Public Issue Account No	Amount	Refund Bank Name	Refund Account No	IFSC Code	Branch Address
1	[•]	[•]	[•]	[•]	[•]	[•]	[•]
2	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Please note that the LEI number of the Company is [•].

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

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For BRLM [•]

SEREN CAPITAL PRIVATE LIMITED MUMBAI

Name:
Designation:

ICICI Bank Limited CAP MKT DIV MUMBAI BRANCH

Copy to: Company

R. Thakkar

ROOPA SCREEN LTD. AHMEDABAD

Bigshare Services Private Limited Mumbai

SCHEDULE XI

Date:

To:
Banker to the Issue

Dear Sirs:

Re: Initial Public Offer of the Equity Shares of (the "Company" and such issue, the "Issue") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.4.1 and 3.2.4.2 of the Escrow and Sponsor Bank Agreement, we hereby instruct you to close the [Escrow Accounts /Public Issue Account/ Refund Account]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For BRLM [•]	For RTA [•]	For Company [•]
Name: Designation:	Name: Designation:	Name: Designation: