

OFFER AGREEMENT

AMONGST

GSP CROP SCIENCE LIMITED

AND

**THE PERSONS SET OUT AT ANNEXURE I (COLLECTIVELY 'PROMOTER SELLING
SHAREHOLDERS')**

AND

EQUIRUS CAPITAL PRIVATE LIMITED

AND

MOTILAL OSWAL INVESTMENT ADVISORS LIMITED

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OFFER AGREEMENT

THIS AGREEMENT (OFFER AGREEMENT) MADE AT MUMBAI ON THIS 20th DAY OF DECEMBER 2024 AMONGST:

GSP CROP SCIENCE LIMITED, a company incorporated under the laws of India and having its office at 404, Lalita Complex, Rasala Road, Mithakhali Six Road, Navrangpura, Ahmedabad 380 009, Gujarat, India (**'Company'**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

THE PERSONS SET OUT AT ANNEXURE I (collectively referred to as **'Promoter Selling Shareholders'** and individually as **'Promoter Selling Shareholder'**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors and permitted assigns, as may be contextually applicable) of the **SECOND PART**;

AND

EQUIRUS CAPITAL PRIVATE LIMITED, a company incorporated under the laws of India and having its office at 12th Floor, C Wing, Marathon Futurex, N M Joshi Marg, Lower Parel, Mumbai - 400 013, Maharashtra, India (**Equirus**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns), of the **THIRD PART**;

AND

MOTILAL OSWAL INVESTMENT ADVISORS LIMITED, a company incorporated under the laws of India with corporate identification number U17100MH1987PLC043579 and having its office at Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai- 400 025, Maharashtra, India (**Motilal**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and permitted assigns), of the **FOURTH PART**

Equirus and Motilal shall be collectively referred to as the **'Book Running Lead Managers'** or **'BRLMs'** and individually as the **'Book Running Lead Manager'** or **'BRLM'**.

The Company, the Promoter Selling Shareholders and the Book Running Lead Managers are collectively referred to as the **'Parties'** and individually as a **'Party'**.

WHEREAS:

- A. The Company and the Promoter Selling Shareholders are proposing to make an initial public offering through a fresh issue of equity shares of face value of ₹ 10 each (**Equity Shares**) and an offer for sale of Equity Shares, through the Book Building Process, as prescribed in Part A of Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (**SEBI ICDR Regulations**), at such price discovered through the Book Building Process and as agreed to by the Company in consultation with the Book Running Lead Managers (**Offer Price**) (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India, to certain institutional and other eligible foreign investors in reliance on Regulation S under the United States Securities Act of 1933, as amended (**U.S. Securities Act**) and the Applicable Law of the jurisdictions where the Equity Shares may be offered or sold (**Offer**). The Offer shall consist of: (i) fresh issue of Equity Shares by the Company aggregating up to ₹ 2,800.00 million (**Fresh Issue**); and (ii) an offer for sale aggregating up to 6,000,000 Equity Shares by the Promoter Selling Shareholders (**Offer for Sale**).

- B. The Offer includes a reservation of Equity shares for Eligible Employees in terms of Regulation 33 of SEBI ICDR Regulations.
- C. Subject to receipt of requisite corporate approvals, the Company in consultation with the Book Running Lead Managers, may consider undertaking a further issue of Specified Securities, including by way of a private placement of Specified Securities, aggregating up to ₹ 560.00 million, as per the applicable limits under the SEBI ICDR Regulations (**Pre-IPO Placement**) after the filing of the Draft Red Herring Prospectus but prior to the filing of the Red Herring Prospectus (*as defined below*) with the RoC (*as defined below*). The Pre-IPO Placement shall not exceed 20% of the size of the Fresh Issue. If the Pre-IPO Placement is undertaken, the amount raised from the Pre-IPO Placement will be reduced from the Fresh Issue size, subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 (**SCRR**) and Schedule XVI(1) of the SEBI ICDR Regulations.
- D. The Offer may also include allocation of Equity Shares to certain Anchor Investors (*as defined hereinafter*) in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
- E. The board of directors of the Company (**Board**), pursuant to a resolution dated December 6, 2024, has approved the Offer (**Board Resolution**). The Fresh Issue has been approved and authorized by a special resolution adopted pursuant to Section 62(1)(c) and other applicable provisions of the Companies Act, 2013 (**Companies Act**) at the extraordinary general meeting of the shareholders of the Company held on December 7, 2024 (**Special Resolution**).
- F. Each of the Promoter Selling Shareholders have, severally and not jointly, through their consent letters/ resolutions, as applicable, as mentioned at **Annexure I**, consented to participate in the Offer for Sale to the extent of the number of Equity Shares held by them, as mentioned at **Annexure I (Offered Shares)**. The Board of Directors have taken on record the participation of the Promoter Selling Shareholders in the Offer for Sale and their respective consent letters pursuant to a board resolution dated December 6, 2024.
- G. The Company and the Promoter Selling Shareholders have approached the Book Running Lead Managers to manage the Offer. The Book Running Lead Managers have accepted the engagement on the terms and conditions set out in their joint engagement letter dated 17 May 2024 (**Engagement Letter**).
- H. The fees and expenses payable to the Book Running Lead Managers for managing the Offer have been mutually agreed upon and have been set out in the Engagement Letter.
- I. Pursuant to the SEBI ICDR Regulations, the Book Running Lead Managers are required to enter into this Offer Agreement with the Company and the Promoter Selling Shareholders to record certain terms and conditions between the Parties for and in connection with the Offer.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is confirmed by each of the Parties, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised words used in this Offer Agreement (including the recitals above) are collated at **Annexure II (Defined Terms)**. Capitalised words used but not expressly defined in this Offer Agreement bear the meaning assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus, and the Prospectus, as the context requires. Words and phrases used but not expressly defined in this Offer Agreement, the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus bear the meaning commonly ascribed to them under the Applicable Law.

1.2 The recitals contained herein shall be deemed to be an integral part of this Offer Agreement.

1.3 In this Offer Agreement, unless the context otherwise requires:

- i. Words denoting the singular number shall include the plural and vice versa, as applicable;
- ii. Words importing any gender include every gender, as applicable;
- iii. Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- iv. The words 'including' and 'among others' and words and phrases of a like nature used in this Offer Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- v. References to statutory provisions shall be construed as references to those provisions and any regulations made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Offer Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- vi. References to "knowledge" or "best knowledge", wherever used shall mean the actual knowledge of such person after due and diligent enquiries by that person, or if the context so requires, the actual knowledge of such person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and diligent enquiry of the matter;
- vii. References to this Offer Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied or supplemented or any replacement or novation thereof;
- viii. Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to the entirety of this Offer Agreement;
- ix. Reference to any Party to this Offer Agreement or any other agreement or deed or other instrument shall include its successors in business or permitted assigns;
- x. Unless otherwise indicated, any reference to clauses, sub-clauses, section, paragraph or schedules are to a clause, sub-clause, section or paragraph or schedule of or to this Offer Agreement;
- xi. Unless otherwise defined the reference to the word 'days' shall mean calendar days;
- xii. References to a statute or regulation or a statutory provision or regulatory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- xiii. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

- xiv. The rights and obligations of the Promoter Selling Shareholder under this Agreement shall be several, and not joint, and the Promoter Selling Shareholders shall be responsible or liable, directly or indirectly, for any acts or omissions of any of the Promoter Selling Shareholder; and
- xv. Any determination with respect to the materiality or reasonableness or substantiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise shall be made by the BRLMs and be binding on the other Parties

2. BOOK BUILDING

- 2.1 The Offer shall be made through the Book Building Process, as prescribed in Part A of Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the Book Running Lead Managers.
- 2.2 The Basis of Allotment (*as defined hereinafter*) (except in respect of Anchor Investors) shall be finalized by the Company in consultation with the Book Running Lead Managers, Registrar to the Offer (*as defined hereinafter*) and the Designated Stock Exchange (*as defined hereinafter*), in accordance with the SEBI ICDR Regulations, any other applicable rules and regulations issued by the SEBI and the Stock Exchanges, any other laws, statutes and regulations applicable to the Offer. Allocation to the Anchor Investors shall, subject to the minimum application value restrictions, be made on a discretionary basis by the Company in consultation with the Book Running Lead Managers.
- 2.3 The Parties agree that entering into this Offer Agreement or the Engagement Letter shall not create any obligation, or be deemed to impose, any obligation, agreement or commitment (express or implied) on the Book Running Lead Managers, to (a) purchase or place the Equity Shares, or (b) enter into any underwriting agreement with, or (c) provide any financing or underwriting to, the Company or the Promoter Selling Shareholders and their respective Affiliates (*as defined hereinafter*). Any such commitment will be made only by the execution of a specific underwriting agreement (**Underwriting Agreement**) or an agreement of similar nature which shall include customary representations and warranties, conditions as to closing of the Offer (including the provision of comfort letters, arrangement letters and opinions by statutory auditors of the Company), lock-up, indemnity and contribution, termination and *force majeure* provisions, in form and substance satisfactory to the Parties. Provided that nothing contained in this Offer Agreement, or the Engagement Letter shall create, or be deemed to impose, any obligation, express or implied to purchase, place or underwrite the Equity Shares or provide financing or to enter into an Underwriting Agreement on the part of the Book Running Lead Managers.
- 2.4 This Offer Agreement is not intended to constitute and should not be construed as an agreement or commitment directly or indirectly among the Parties with respect to the subscription, underwriting or purchasing of the Equity Shares or placing any securities or to provide any financing to the Company or the Promoter Selling Shareholders or their respective Affiliates. Such an agreement will be made only subject to the terms agreed in the Underwriting Agreement. Nothing contained in this Offer Agreement shall impose, or be deemed to impose, any obligation on any of the Parties to enter into any Underwriting Agreement in relation to the Offer or any commitment on the part of the Book Running Lead Managers to underwrite the Offer.

3. SCOPE OF SERVICES

- 3.1 The Offer will be managed by the Book Running Lead Managers, who shall *inter se* perform the functions and list of responsibilities annexed to this Offer Agreement as **Annexure II** hereto.

- 3.2 The duties and responsibilities of the Book Running Lead Managers under this Offer Agreement shall not include general financial or strategic advice and shall be limited to those expressly set out herein and, in particular, shall not include:
- i. Rendering tax, legal, regulatory, accountancy or other specialist or technical advice or services other than as otherwise expressly set out in this Offer Agreement; or
 - ii. Providing services as receiving bankers or registrar.
- 3.3 The Company and the Promoter Selling Shareholders agree that the Book Running Lead Managers may provide services hereunder through one or more of their Affiliates, agents and representatives as they deem appropriate.
- 3.4 If additional services are requested by the Company or the Promoter Selling Shareholders in relation to the Offer (other than services agreed in the Engagement Letter), any decision as to whether to provide such services shall be at the discretion of the Book Running Lead Managers and may depend on separate internal corporate or credit approvals of the Book Running Lead Managers or their Affiliates and the agreement and execution of separate documentation based on the Book Running Lead Managers' or their Affiliates' customary terms for the relevant services.
- 3.5 The Company and the Promoter Selling Shareholders agree to secure the services of other appropriate professional advisers in relation to the Offer as may be mutually agreed upon between the Company, the Promoter Selling Shareholders, and the Book Running Lead Managers. The fees and expenses of such advisers will be payable by the Company and the Promoter Selling Shareholders.
- 3.6 The Company acknowledges that the Book Running Lead Managers are not acting as agents or in a fiduciary capacity and the Book Running Lead Managers are independent contractors, retained to act solely for the Company and the Promoter Selling Shareholders and any duties of the Book Running Lead Managers arising out of this Offer Agreement will be owed solely to the Company and the Promoter Selling Shareholders.
- 3.7 Any advice or opinion, whether written or oral, provided by the Book Running Lead Managers, to the Company or the Promoter Selling Shareholders or any communication between Book Running Lead Managers and the Company or the Promoter Selling Shareholders in connection with the Offer may not be used or disclosed to any third party without the prior written consent of the Book Running Lead Managers, which shall not be unreasonably withheld, except where such information is required to be disclosed in accordance with Applicable Law.

4. OFFER TERMS

- 4.1 The Offer will be managed by the BRLMs in accordance with the inter se allocation of responsibilities annexed to this Agreement as **Annexure III**.
- 4.2 The Parties agree that the terms of the Offer shall be decided by the Company in accordance with Applicable Law, in consultation with the Book Running Lead Managers. The Parties agree that in relation to the Offer, the following shall be decided by the Company in consultation with the Book Running Lead Managers in accordance with the SEBI ICDR Regulations and directions received from SEBI from time to time: (i) the Price Band; (ii) the Offer Price ; (iii) the Anchor Investor Allocation Price; (iv) the Anchor Investor Offer Price; (v) the discount (if any) and/or reservations (if any) including discount in Employee Reservation; (vi) the Offer schedule (including the Bid/Offer Opening Date, the Bid/Offer Closing Date, the closing date for the QIBs and the Anchor Investor Bidding Date); (vii) Anchor Investor Portion; (viii) participation by the Anchor Investors and

allocation to Anchor Investors; (ix) minimum bid lot; (x) postponing or withdrawal of the Offer; (xi) spill-over from any other category or combination of categories in case of under-subscription in any category (except the QIB category); and (xii) any revisions, modifications or amendments in relation to any of the above. Furthermore, each of these decisions shall be taken by the Company, through its Board of Directors or a duly constituted committee thereof, and the Company shall provide to the Book Running Lead Managers certified true copies of the relevant resolutions passed by its Board of Directors or a duly constituted committee thereof in relation to the matters set out in this Clause 4.2, including any revisions thereof. The Parties agree that the Offer includes a reservation of Equity shares for Eligible Employees in terms of Regulation 33 of SEBI ICDR Regulations as may be decided by the Company in consultation with the BRLMs (**Employee Reservation**).

- 4.3 The Company and the Promoter Selling Shareholders, severally and not jointly, only with respect to itself and its respective portion of Offered Shares, undertake and agree that they shall not access or have recourse to the money raised in the Offer until receipt of final listing and trading approvals from the Stock Exchanges for the Offer, until which time all monies received shall be kept in a separate bank account in a scheduled bank, within the meaning of Section 40(3) of the Companies Act. The Company and the Promoter Selling Shareholders agree that on receipt of final listing and trading approvals from the Stock Exchanges for the Offer, they will have access to the monies raised in the Offer after deducting the amount of all Offer Expenses, and such amount of Offer Expenses will be retained in the separate bank account referred in this clause.
- 4.4 The Company and the Promoter Selling Shareholders, severally and not jointly, only with respect to itself and its respective portion of Offered Shares, undertake and agree that they shall refund the money raised in the Offer together with any interest, as applicable, if required to do so under Applicable Law, for failing to receive minimum subscription of the Offer in terms of Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 or failing to receive minimum subscription of 90% of the Fresh Issue or failing to receive listing or trading permission within the time period specified by Applicable Law or under any direction or order of SEBI. For the avoidance of doubt and subject to Applicable Law, no liability to make any payment of interest shall accrue to any Promoter Selling Shareholder unless any delay in making any of the payments hereunder is solely or is directly attributable to an act or omission of such Promoter Selling Shareholder.
- 4.5 The Company and the Promoter Selling Shareholders agree that if there is under-subscription of the Offer, then subject to receiving minimum subscription of the Offer in terms of Rule 19(2)(b) of the SCRR and minimum subscription of 90% of the Fresh Issue, the Allotment shall be first made towards the Equity Shares up to 100% of the Fresh Issue will be issued prior to the sale of Equity Shares in the Offer for Sale and all the Equity Shares offered by the Selling Shareholders in the Offer for Sale will be Allotted on a pro-rata basis post the issuance of 100% of the Equity Shares in Fresh Issue. For avoidance of doubt, it is hereby clarified that balance Equity Shares of the Fresh Issue (i.e., 10% of the Fresh Issue) will be offered only once the entire portion of the Offered Shares is Allotted in the Offer.
- 4.6 The Company and/or the Promoter Selling Shareholders shall not, without the prior written consent of the Book Running Lead Managers, file the Offer Documents including any, amendments or supplements of notices, corrections or corrigenda in connection therewith or withdraw the Offer Documents, with the SEBI, the Stock Exchanges, the RoC or any other authority whatsoever or make any offer relating to the Equity Shares or otherwise take any action that would result in the Company or the Promoter Selling Shareholders issuing or distributing any Supplemental Offer Materials.

- 4.7 The Company will, in consultation with the Book Running Lead Managers, make applications to the Stock Exchanges for listing of its Equity Shares and shall choose one of the Stock Exchanges as the Designated Stock Exchange (**Designated Stock Exchange**). The Company further undertakes that it shall take all steps, in consultation with the Book Running Lead Managers, for completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within the time period prescribed under the SEBI ICDR Regulations and Applicable Law. The Promoter Selling Shareholders undertake to provide reasonable support and co-operation to the Company and the Book Running Lead Managers to the extent of its portion of Offered Shares for completion of the necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges within the time period prescribed under the SEBI ICDR Regulations and Applicable Law.
- 4.8 The Company, in consultation with the Book Running Lead Managers, shall set up an investor grievance redressal system to redress all Offer related grievances to the satisfaction of the Book Running Lead Managers and in compliance with the SEBI ICDR Regulations. Further, after filing of the Draft Red Herring Prospectus, the Company shall obtain authentication on the SCORES in terms of the SEBI circular bearing number (CIR/OIAE/1/2013) dated April 17, 2013, SEBI circular (CIR/OIAE/1/2014) dated December 18, 2014 and SEBI circular dated October 14, 2021 (SEBI/HO/OIAE/IGRD/CIR/P/2021/642), and SEBI Circular no. SEBI/HO/OIAE/IGRD/CIR/P/2023/156 dated September 20, 2023 (to the extent applicable) and any amendment thereto. The Promoter Selling Shareholders, shall, severally and not jointly, authorize the Company Secretary and Compliance Officer of the Company or any other official or employee of the Company authorised under Applicable Law to deal with, on their behalf, any investor grievances received in the Offer only in relation to the respective Promoter Selling Shareholder's portion of the Offered Shares and shall provide reasonable assistance required by the Company and the Book Running Lead Managers in the redressal of any such investor grievances in accordance with Section 28 of the Companies Act, 2013.
- 4.9 The Company, in consultation with the BRLMs, shall take such steps as are necessary to ensure the completion of listing and commencement of trading of the Equity Shares on the Stock Exchanges within the timelines as prescribed by SEBI, or any other time period prescribed under Applicable Law. The Company shall further take all necessary steps, in consultation with the BRLMs, to ensure the dispatch of the Confirmation of Allocation Notes to Anchor Investors, completion of the allotment and/or transfer of the Equity Shares pursuant to the Offer and dispatch of the Allotment Advice promptly, including any revisions thereto, if required, and dispatch of the refund orders to the Anchor Investors and the unblocking of ASBA Accounts in any case not later than the time limit prescribed under Applicable Law, and in the event of failure to do so, to pay interest to the applicants as required under Applicable Law.
- 4.10 Each of the Company and the Promoter Selling Shareholders, shall severally and not jointly, agree and undertake that: (i) refunds to unsuccessful Bidders or dispatch of Allotment Advice shall be made in accordance with the methods described in the Offer Documents, and (ii) funds required for making refunds to unsuccessful Anchor Investors or dispatch of the Allotment Advice and the Confirmation of Allocation Notes, in accordance with the methods described in the Offer Documents, shall be made available to the Registrar to the Offer.
- 4.11 Any withdrawal or increase or decrease in number of Offered Shares offered by the Promoter Selling Shareholders after filing of the DRHP and prior to the RHP with SEBI will require prior written consent from the Company and the BRLMs. The Promoter Selling Shareholders will not withdraw or increase or decrease the number of Offered Shares

which will change the aggregate size of the Offer and trigger the requirements to refile the draft red herring prospectus under the SEBI ICDR Regulations.

- 4.12 The BRLMs shall have the right to withhold submission of any of the Offer Documents, in consultation with the Company, to the SEBI, the Registrar of Companies, the Stock Exchanges or any other Governmental Authority, as applicable, in the event that any information requested by the BRLMs is not made available by the Company, Subsidiaries, Affiliates, directors or officers of the Company or the Promoter Selling Shareholders as expeditiously as possible on request by the BRLMs or the information already provided to the BRLMs is untrue, inaccurate, misleading or incomplete or is made available with unreasonable delay, by (i) the Company, its Directors, its Promoter and Promoter Group or its Subsidiaries, Affiliates; or (ii) any Promoter Selling Shareholder, to the extent that such information relates to such Promoter Selling Shareholder or its respective Offered Shares in connection with the Offer.
- 4.13 From the date of this Offer Agreement until the commencement of the trading of Equity Shares on the Stock Exchanges pursuant to the Offer, the Company shall not resort to and the Company shall take steps to inform its Subsidiaries, the Directors, the Promoters, the Promoter Group and the Group Companies that they shall not resort to, any legal proceedings in respect of any matter having a bearing, directly or indirectly on the Offer (**Legal Proceedings**), except after approval from, the Book Running Lead Managers (by giving a reasonable notice to the Book Running Lead Managers), which approval shall not be unreasonably withheld. The Company, its Affiliates, the Directors, the Promoters, the Promoter Group and the Group Companies, upon becoming aware, shall keep the Book Running Lead Managers informed in writing of the details of any legal proceedings that they may have initiated as set forth in this paragraph or that they may be required to defend in connection with any matter that may have a bearing, directly or indirectly, on the Offer. It is clarified that this Clause 4.13. shall not cover legal proceedings: (i) initiated in the ordinary course of business by any person referred to in this Clause 4.13 which does not have a bearing, directly or indirectly, on the Offer; or (ii) initiated against the Book Running Lead Managers in relation to a breach of this Offer Agreement and the Engagement Letter.
- 4.14 The Company upon becoming aware of any legal proceedings initiated by third parties in respect of any matter having a bearing, directly or indirectly on the Offer will without unreasonable delay inform the Book Running Lead Managers, in writing, of all developments pertaining to the proceedings.
- 4.15 The Company has entered into an agreement with National Securities Depository Limited and Central Depository Services (India) Limited for dematerialization of the Equity Shares.
- 4.16 The Company and the Promoter Selling Shareholders, severally and not jointly, acknowledge and take cognizance of the deemed agreement of the Company with the SCSBs for purposes of the ASBA process in the Offer.
- 4.17 The Company undertakes that fund required for making refunds to unsuccessful Bidders or dispatch of Allotment Advice and Confirmation of Allocation Notice as per the modes described in the Red Herring Prospectus and the Prospectus, shall be made available to the Registrar to the Offer. Further, the Company undertakes, where relevant and appropriate, to give necessary instructions for unblocking of amounts in the ASBA Accounts in accordance with the terms of the Registrar Agreement, the Cash Escrow and Sponsor Bank Agreement and Applicable Law. The Company further undertakes that the funds information and documents in this regard shall be made available to the Registrar to the Offer. In this regard, the Promoter Selling Shareholders shall provide all reasonable support and extend reasonable cooperation as required or requested by the Company and/or the Book Running Lead Managers in relation to the Offered Shares, as may be applicable.

- 4.18 The Parties acknowledge and agree that the Equity Shares have not been and will not be registered under the U.S. Securities Act and will not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act. Accordingly, the Equity Shares will be offered and sold outside the United States, in “offshore transactions” as defined in and in reliance on Regulation S under the U.S. Securities Act and in accordance with the applicable laws of the jurisdiction where those offers and sales are made.
- 4.19 The Company has appointed and undertakes to have at all times for the duration of this Offer Agreement, a compliance officer, in relation to compliance with various laws, rules and regulations and other directives issued by SEBI from time to time and who shall also attend to matters relating to investor complaints.
- 4.20 The Offer will be conditional, among other things, upon the following:
- i. Any change in the type and quantum of securities proposed to be offered in the Offer or the terms and conditions of the Offer, except as disclosed in the Offer Documents, being made only with the prior written consent of the Book Running Lead Managers;
 - ii. The terms and conditions of the Offer having been finalized to the satisfaction of the Parties, including without limitation, the Price Band, the Offer Price and the size of the Offer. Any changes in the terms and conditions of the Offer must be to the satisfaction of the Parties;
 - iii. The absence of, in the sole opinion of the Book Running Lead Managers, any Material Adverse Effect (as defined below);
 - iv. The Company and the Promoter Selling Shareholders providing authentic, correct, valid information, reports, statements, declarations, undertakings, clarifications, documents and certifications as are customary in offerings of this nature and/ or may be reasonably required for the purposes of the Offer Documents;
 - v. Receipt of any necessary or customary reports, documents, papers or information from the Company and the Promoter Selling Shareholders as requested by the Book Running Lead Managers in written or email communication to the Company: (a) to enable the Book Running Lead Managers to verify that the statements made in the Offer Documents, are true and correct and not misleading, and do not contain any omissions required to make them true and correct and not misleading, or (b) when required by Applicable Law or by Governmental Authority to enable the Book Running Lead Managers to cause filing of post-Offer reports;
 - vi. Due diligence having been completed to the satisfaction of the Book Running Lead Managers, including to enable the Book Running Lead Managers to file any due diligence certificate with SEBI and any other certificates as are customary in offerings of the kind contemplated herein;
 - vii. Completion of all regulatory requirements (including receipt of all necessary approvals and authorizations in a timely manner) and compliance with all Applicable Law and receipt of and compliance with all consents under applicable contracts, as the case may be, in each case in relation to the Offer, and disclosures in the Offer Documents, all to the satisfaction of the Book Running Lead Managers;
 - viii. Completion of all documentation for the Offer, including without limitation, the

Offer Documents and disclosures in the Offer Document, and the execution of certifications (including certifications from the independent chartered accountant, and certifications and comfort letters from the statutory auditors of the Company, in form and substance satisfactory to the Book Running Lead Managers, within the rules of the code of professional ethics of the Institute of Chartered Accountants in India (**ICAI**) containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters in connection with Indian public offerings, each dated as of the date of (i) the Draft Red Herring Prospectus, (ii) the Red Herring Prospectus, (iii) the Prospectus, and (iv) allotment and transfer of the Equity Shares pursuant to the Offer; provided that each such comfort letter delivered shall use a "cut-off date" not earlier than a date three business days prior to the date of such letter and include customary "negative assurance" comfort), consents, legal opinions (including the opinion of counsel to the Offer and to the Promoter Selling Shareholders, on the date of the allotment and transfer of the Equity Shares in the Offer, in such form as may be satisfactory to, and agreed with, the Book Running Lead Managers prior to filing of the Red Herring Prospectus) and customary agreements to the satisfaction of the Book Running Lead Managers and where necessary, such agreements shall include provisions such as representations and warranties, conditions as to closing of the Offer, force majeure, indemnity and contribution, in form and substance satisfactory to the Book Running Lead Managers;

- ix. The receipt of approvals from the internal committees of the Book Running Lead Managers which approval may be given in the sole determination of such committees; and
- x. The absence of any of the events referred to in Clause 21 and the absence of any breach or alleged breach of the terms, representations, warranties, undertakings or covenants of this Offer Agreement or Engagement Letter by the Company and/or the Promoter Selling Shareholders.

4.21 The Company hereby declares that it has complied with or agree to comply with all statutory formalities under the Companies Act, SEBI ICDR Regulations, SEBI Listing Regulations, other conditions, instructions and advice issued by the SEBI and other relevant statutes to enable the Company and the Promoter Selling Shareholders to undertake the Offer.

4.22 The Company further declares that the consent of the Board, its shareholders and its lenders and institutions and appropriate persons, wherever applicable, have been or will be obtained for the Offer to the satisfaction of the Book Running Lead Managers.

4.23 The rights and obligations of the Book Running Lead Managers under this Offer Agreement are several and not joint. For the avoidance of doubt, none of the Book Running Lead Managers is responsible for the actions or omissions of any of the other Book Running Lead Managers.

4.24 The Parties also agree that the Offer will be undertaken in terms of SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (T+3 Circular).

4.25 Any shortfall in the Net Proceeds due to Employee Discount in the Employee Reservation will only be borne by the Company, and not jointly by the Company and the Promoter Selling Shareholder and Company on a pro rata basis or severally by the Promoter Selling Shareholder.

5. SUPPLYING OF INFORMATION AND DOCUMENTS BY THE COMPANY AND CERTAIN ACKNOWLEDGMENTS

- 5.1 The Company hereby undertakes that it shall disclose and furnish and cause its directors, promoters, Entities to disclose and furnish to the Book Running Lead Managers all information relating to or, to the best of its knowledge, threatened or potential litigation including, without limitation, disciplinary action any enquiry, investigation, show cause notice, claims, search and seizure operations and survey conducted by the income tax authorities or any other statutory or governmental authority, complaints filed by or before any regulatory, government, quasi-judicial authority, tribunal or any arbitration in relation to the Company, the Entities, the promoters or in relation to the Equity Shares, until commencement of trading of the Equity Shares on the Stock Exchanges, irrespective of whether they affect the operations and finances of the Company and shall, subject to Applicable Law, furnish relevant documents, papers, information relating to the aforesaid litigations, complaints or investigations pertaining its directors, promoters, and Subsidiaries, to enable the Book Running Lead Managers to verify or corroborate the information and statements given in the Offer Documents.
- 5.2 The Company shall disclose to the Book Running Lead Managers all litigation or legal action pending or taken by any Ministry or Department of the Government of India or a statutory authority against any promoter of the Company during the last five years immediately preceding the year of the Offer and any direction issued by such Ministry or Department or statutory authority upon conclusion of such litigation or legal action. The Company undertakes and confirms that other than as disclosed to the Book Running Lead Managers, there are no outstanding litigation involving the Company, its Promoters, its Directors, and Subsidiaries.
- 5.3 The Company undertakes to furnish and to cause its Directors, Promoters, Promoter Group and Entities to furnish such relevant information, particulars and certificates for the purpose of the Offer as may be required by the Book Running Lead Managers to enable them to cause the filing in a timely manner of reports (including post-Offer reports), certificates, documents or other information, as may be required by SEBI, the Stock Exchanges, RoC and/ or other regulatory bodies and to enable the Book Running Lead Managers to file the due diligence certificate as required under the SEBI ICDR Regulations, and to enable them to verify that the statements made in the Offer Documents are true and correct and not misleading, and do not contain any omissions required to make them true and correct and not misleading.
- 5.4 The Company shall extend all necessary facilities to the Book Running Lead Managers to interact on any matter relevant to the Offer with the legal counsel, auditors, financial institutions, banks, consultants to the Company or any other organisation, and also with any other intermediary including the Registrar, who is appointed in relation to the Offer in any capacity whatsoever
- 5.5 The Company undertakes to prepare the Offer Documents so that they are in compliance with:
- i. Applicable Law;
 - ii. Customary disclosure norms to enable the investors to make a well-informed decision as to the investment in the Offer.
- 5.6 The Company undertakes and declares that any information made available to the Book Running Lead Managers, or any statement made in the Offer Documents will be complete in all respects and will be true and correct and that under no circumstances will the Company give any information or statement which is likely to mislead the Book Running Lead Managers. The Company further undertakes and declares that no information, material or otherwise, shall be left undisclosed by them to the Book Running Lead Managers which may have an impact on their judgment and they will promptly inform the

Book Running Lead Managers as soon as they come in the know of any such information or development which will render the disclosure in the Offer Document incorrect or inaccurate. In the absence of any such communication from the Company, the Book Running Lead Managers shall assume that the disclosures made in the Offer Documents are updated.

- 5.7 The Company agrees to, for the period up to and including, the closing of the Offer: (i) without unreasonable delay notify the BRLMs upon discovery that any information provided in the Offer Documents (including in relation to Company, its Subsidiaries or its Directors or Promoters, or Promoter Group or Group Companies) in accordance herewith is, or may become inaccurate, untrue, incomplete, or misleading or of any failure to provide any material information; (ii) without unreasonable delay notify the BRLMs of developments which would result in the Offer Documents containing an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading; (iii) without unreasonable delay notify the BRLMs of any developments in relation to any other information provided by the Company including if the information has been improperly provided or that its provision or use by the BRLMs or their advisers would be unauthorized or in breach of any law, duty or obligation, and in each case upon BRLMs' request, to immediately notify the SEBI, the Stock Exchanges, the Registrar of Companies or any other applicable regulatory or supervisory authority of any such information or development. The Company agrees to, for the period up to and including the closing of the Offer, immediately (i) inform the BRLMs of any Material Adverse Effect, and (ii) as soon as the Company is aware, keep the BRLMs informed of any pledge or any other encumbrance of shares by the Promoters.
- 5.8 The Company shall be solely responsible for the authenticity, correctness, validity and reasonableness of the information, reports, statements, declarations, undertakings, clarifications, documents, or certification related to the matters authenticated by its Directors, Promoters, Promoter Group, Group Companies Key Managerial Personnel, Senior Management, statutory officers for incorporating in the Offer Documents. The Book Running Lead Managers shall in no way be liable for the same. In relation to certain information in the Offer Documents, which has been obtained from the public domain, the Company confirms that such information has been and shall be procured from reliable third parties with appropriate authorization for the same to be used in connection with the Offer.
- 5.9 The Company accepts full responsibility for consequences, if any, of it or any of its Subsidiaries, promoters, promoter group or Group Companies for making false statements, providing misleading information or withholding or concealing material facts which have a bearing on the Offer.
- 5.10 The Company undertakes to furnish complete restated audited consolidated financial statements for periods required under Applicable Law, comfort letters and any other relevant document, paper, undertaking, certificate and supporting information as the Book Running Lead Managers deem necessary in their sole determination to enable the Book Running Lead Managers to corroborate the information and statements provided in the Offer Documents and that such financial statements truly and fairly represent the information contained therein.
- 5.11 The Company shall promptly inform the Book Running Lead Managers, if it encounters any difficulties due to dislocation of communication systems, electronic transmission systems or any other material adverse circumstances which are likely to prevent or which have prevented the Company from complying with its obligations, whether statutory or contractual, in respect of any matter pertaining to the Offer, including matters pertaining to Allotment and despatch of refund orders, certificates for the Equity Shares, demat credits, Allotment Advices for the Equity Shares.

- 5.12 The Book Running Lead Managers shall promptly inform the Company and Promoter Selling Shareholders, if it encounters any difficulties due to dislocation of communication systems, electronic transmission systems or any other material adverse circumstances which are likely to prevent or which have prevented the Book Running Lead Managers from complying with its obligations in terms of this Offer Agreement.
- 5.13 The Company shall cause to issue and circulate the Offer Documents in accordance with Applicable Law. Provided that no authorisation is provided to the BRLMs to circulate the Offer Documents in any jurisdiction except in compliance with Applicable Law.
- 5.14 The Company undertakes to sign and cause each of its directors, the chief financial officer of the Company, the company secretary and the compliance officer of the Company and the Promoter Selling Shareholders to sign the Offer Documents to be filed with the SEBI, the RoC and the Stock Exchanges, and this signing shall be construed by the Company and the Book Running Lead Managers and any statutory authority to mean that the Company agrees that the Offer Documents give a fair, true and accurate description of the Company, its directors, promoters, members of the promoter group and the Entities and contains all the information with regard to the Company, its directors, key managerial personnel, senior managerial personnel, promoters, the members of the promoter group, and Entities which is material in the context of the Offer, without omission, which information is true and correct in all aspects and is not misleading in any respect and all opinions and intentions expressed in each of the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus are honestly held and of the Equity Shares being issued in the Offer. This signing of also means that no relevant information has been omitted to be stated in the relevant Offer Documents and that it does not contain any untrue statement of a fact or omit to state a fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- 5.15 The Company agrees with the Book Running Lead Managers that:
- i. All representations, warranties, undertakings and covenants made by the Company in this Offer Agreement or the Engagement Letter have been made after due consideration and inquiry by the Company, and that the Book Running Lead Managers may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant made by the Company; and
 - ii. All representations, warranties, undertakings and covenants in this Offer Agreement or the Engagement Letter relating to or given by the Company on behalf of the directors, promoters, promoter group of the Company or the Entities have been made by the Company after due consideration and inquiry, and that the Book Running Lead Managers may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.
- 5.16 The Company acknowledges and agrees that all information, documents, and statements required for any purpose related to the Offer and, or the Offer Documents will be signed and/ or authenticated by authorised signatories.
- 5.17 Each of the Book Running Lead Managers hereby, severally and not jointly, represents and warrants to the Company and the Promoter Selling Shareholders that SEBI has granted it a certificate of registration to act as a merchant banker in accordance with the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, and it is valid and in force as on the date of this Offer Agreement.
- 5.18 Each of the Book Running Lead Managers, severally and not jointly, represents and

warrants to the Company and the Promoter Selling Shareholders that this Agreement has been duly authorised, executed, and delivered by it, and is a valid and legally binding obligation of such Book Running Lead Managers, enforceable against it, in accordance with its terms.

- 5.19 Each of the Book Running Lead Managers, severally and not jointly, represents and warrants to the Company and the Promoter Selling Shareholders that neither it, nor any of its respective affiliates (as defined in Rule 501(b) of the Securities Act) shall (i) solicit, offer for, or offer or sell, any of the Equity Shares by any form of general solicitation or general advertising, within the meaning of Rule 502(c) of Regulation D of the Securities Act, or in any manner that would require registration of the Equity Shares under the Securities Act, or (ii) engage in the “direct selling efforts”, within the meaning of Regulations.

6. SUPPLY OF INFORMATION AND DOCUMENTS BY PROMOTER SELLING SHAREHOLDERS

- 6.1 Each of the Promoter Selling Shareholders, severally and not jointly, only with respect to itself and its respective portion of Offered Shares, hereby undertakes and declares that :

- i. It shall disclose and furnish to the Book Running Lead Managers, documents or information, about or in relation to itself and its respective Offered Shares, as may be required under Applicable Law to enable the Book Running Lead Managers to file the due diligence certificate and post-Offer reports as required under the SEBI ICDR Regulations.
- ii. it shall furnish to the Book Running Lead Managers, prior to the Allotment, the opinion from the Promoter Selling Shareholders’ legal counsel about or in relation to themselves and the respective Offered Shares held by them, as may be required by the Book Running Lead Managers;
- iii. it shall provide in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, such statements about or in relation to themselves and the Offered Shares held by them, as may be required under Applicable Law;
- iv. the statements about or in relation to itself or the Offered Shares held by them specifically confirmed or undertaken by it in the Draft Red Herring Prospectus and as will be specifically confirmed or undertaken by it in the Red Herring Prospectus and the Prospectus (**Promoter Selling Shareholder Statements**) are, and in case of the Red Herring Prospectus and the Prospectus, will be, true and accurate in all material respects and it agrees, for the period up to and including, the closing of the Offer and until commencement of trading of the Equity Shares on the Stock Exchanges, to immediately notify the Book Running Lead Managers and at the request of the Book Running Lead Managers, immediately notify SEBI, ROC, the Stock Exchanges or any other regulatory or supervisory authority and the investors (i) upon discovery that any Promoter Selling Shareholder Statement is or may be inaccurate, untrue, incomplete, or misleading; (ii) of material developments pertaining to themselves that may have any adverse effect on the sale of the Offered Shares in the Offer for Sale; (iii) of developments which would result in the Promoter Selling Shareholder Statements containing an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;
- v. it agrees, for the period up to and including, the closing of the Offer and until commencement of trading of the Equity Shares on the Stock Exchanges, to

immediately notify the Book Running Lead Managers and at the request of the Book Running Lead Managers, immediately notify SEBI, ROC, the Stock Exchanges or any other regulatory or supervisory authority and the investors (i) upon discovery that any Promoter Selling Shareholder Statement is or may be inaccurate, untrue, incomplete, or misleading; (ii) of material developments pertaining to themselves that may have any adverse effect on the sale of the Offered Shares in the Offer for Sale; (iii) of developments which would result in the Promoter Selling Shareholder Statements containing an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;

- vi. it agrees to update and inform promptly, the Company and the Book Running Lead Managers about any change in its Promoter Selling Shareholder Statements, for the period from the date of the filing of the Draft Red Herring Prospectus with SEBI and up to the commencement of trading of the Equity Shares Allotted, on the Stock Exchanges;
- vii. it undertakes to sign, the Draft Red Herring Prospectus to be filed with SEBI and Red Herring Prospectus and the Prospectus to be filed with the ROC, provided the same are in form and manner acceptable to them;
- viii. except as disclosed in the Draft Red Herring Prospectus, it shall not, with respect to all the Equity Shares held by them in the Company, for a period starting the date of the Draft Red Herring Prospectus till the completion of the Offer or until the expiry of the validity of the final observation issued by SEBI on the Draft Red Herring Prospectus, whichever is earlier, sell, transfer, dispose of in any manner or create any lien, charge or encumbrance on such Equity Shares;
- ix. subject to the provisions of Clause 6.1(vii), it shall not sell, transfer, dispose of in any manner or create any lien, charge or encumbrance on their Offered Shares and shall take such steps as may be required to ensure that their Offered Shares are available for the Offer for Sale, including without limitation, to notify the depository participant, till the completion of the Offer or if the Company formally withdraws the Offer by a notice to them and SEBI;
- x. it agrees, for the period up to and including the closing of the Offer, at the request of the Book Running Lead Managers, to without unreasonable delay notify and provide requisite information to the Book Running Lead Managers, in relation to itself and its respective portion of Offered Shares, in the event of any queries or questions raised or reports sought by SEBI, ROC, the Stock Exchanges or any other regulatory or supervisory authority in relation to the information in the Offer Documents only to the extent of themselves and their respective portion of Offered Shares;
- xi. it shall disclose and furnish to the Book Running Lead Managers, all information relating to pending litigation including, without limitation, any enquiry, investigation, show cause notice, claims, search and seizure operations and survey conducted by the income tax authorities or any other statutory or governmental authority, complaints filed by or before any regulatory, government, quasi-judicial authority, tribunal or any arbitration in relation to their Offered Shares, until commencement of trading of the Equity Shares on the Stock Exchanges and shall furnish relevant documents, papers, information relating to the aforesaid litigations, complaints or investigations to

enable the Book Running Lead Managers to verify or corroborate the Promoter Selling Shareholder Statements in the Offer Documents;

- xii. it accepts full responsibility for consequences of them making a false statement, providing misleading information or withholding or concealing or omissions of material facts, in each case only about or in relation to themselves and their Offered Shares, which may have a bearing on the Offer. The Book Running Lead Managers shall have the right to withhold submission of the Draft Red Herring Prospectus, Red Herring Prospectus and, or the Prospectus to SEBI or the RoC, as applicable, in case any of the information requested for is not made available by them; and subject to the signing and authorization by the Promoter Selling Shareholders of each of the Offer Documents, the Promoter Selling Shareholders authorize the Book Running Lead Managers to the Offer and circulate the Offer Documents to prospective investors in accordance with the Applicable Law of relevant jurisdictions. Provided that no authorisation is provided to the BRLMs to circulate the Offer Documents in any jurisdiction except in compliance with Applicable Law.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE PROMOTER SELLING SHAREHOLDERS

7.1 Each of the Promoter Selling Shareholder, severally and not jointly, represents, warrants, and covenants, as of the date hereof, the date of the Red Herring Prospectus, the Prospectus, Allotment and until the commencement of trading of the Equity Shares on the Stock Exchanges, and as of the Closing Date only in respect to itself and its respective portion of Offered Shares, that:

- i. this Offer Agreement has been duly executed and delivered by it only in respect to itself and its respective portion of Offered Shares, and is a valid and legally binding obligation enforceable against it in accordance with its terms;
- ii. it is the legal and beneficial owner of its portion Offered Shares, has full title to its portion of Offered Shares and has the power and authority to own and sell its respective Offered Shares held by it, which have been acquired and are held by it in compliance with all Applicable Law;
- iii. the inclusion of its portion of Offered Shares in the Offer for Sale has been consented to by it through the letters/ resolutions mentioned at **Annexure I**;
- iv. its Offered Shares (a) are fully paid up, and are in dematerialized form and shall continue to be so at the time of Allotment; (b) have been held by them for a period of at least one year preceding the date of filing of the Draft Red Herring Prospectus with SEBI in accordance with Regulation 8 of the SEBI ICDR Regulations; (c) shall be transferred to the allottees in the Offer in accordance with the instructions of the Registrar to the Offer free and clear from any encumbrances and without any demurral on allocation and in accordance with the instructions of the Registrar to the Offer; and (d) shall be transferred to an escrow demat account in terms of the Share Escrow Agreement;
- v. it has not taken any action designed to or that may be reasonably expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Equity Shares;
- vi. they have not been prohibited from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by SEBI or any other authority;

- vii. they have not been declared as wilful defaulters by the Reserve Bank of India or any other government authority and there have been no violation of securities laws committed by it in the past and no such proceedings for violation of securities law are pending against them;
- viii. they are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, to the extent applicable;
- ix. they have not been declared as fraudulent borrower by the lending banks or financial institution or consortium, in accordance with the guidelines on fraudulent borrowers issued by the Reserve Bank of India;
- x. they have not been declared fugitive economic offenders under the provisions of the Fugitive Economic Offender's Act, 2018, to the extent applicable;
- xi. it has not been adjudged bankrupt in India or elsewhere nor any such proceedings are pending against it them. They are not insolvent or unable to pay their debts within the meaning of any insolvency legislation applicable to them and there is no legal proceeding, suits or action by Governmental Authority or any third party, any investigations pending or threatened, or notices of violation of Applicable Law, which could or may hinder their ability to execute, deliver, and perform under this Agreement or to participate in the Offer or affect or likely to affect the rights of the purchasers of the Offered Shares in the Offer;
- xii. they have not entered, and shall not enter, into buyback arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the Offer;
- xiii. they have obtained or shall apply to obtain all the necessary approvals and consents (which may be required under Applicable Law and/ or contractual arrangements by which it may be bound) in order to enable the sale of their respective Offered Shares pursuant to the Offer for Sale and have complied with and will comply with all terms and conditions such approvals and all Applicable Law in relation to the Offer, to the extent any such compliance is required of them or in respect of their Offered Shares;
- xiv. there is no option, warrant or other agreement or commitment obligating or that may obligate them to sell its Equity Shares other than pursuant to the Offer as contemplated in the Offer Documents;
- xv. their respective Offered Shares are and shall be free and clear from any pre-emptive rights, liens, mortgages, trusts, charges, pledges or any other encumbrances or transfer restrictions, other than the transfer restrictions imposed by applicable securities laws and regulations, present or future; none of them, their respective affiliates (as defined in Rule 501(b) under the U.S. Securities Act) or any person acting on their behalf (other than the Book Running Lead Managers or any of their affiliates, as to whom no representation or warranty is made) has, directly or indirectly, taken any action or made offers or sales of any security, or solicited offers to buy any security, or otherwise negotiated in respect of any security, under circumstances that would require the registration of the Equity Shares under the U.S. Securities Act;
- xvi. none of them, their respective affiliates (as defined in Rule 501(b) under the U.S. Securities Act) or any person acting on its or their behalf (other than the Book Running Lead Managers or any of their affiliates, as to whom no representation or warranty is made) has, directly or indirectly, sold or will sell,

made or will make offers or sales, solicited or will solicit offers to buy, or otherwise negotiated or will negotiate, in respect of any security (as defined in the U.S. Securities Act) which is or will be 'integrated' (as that term is used in Rule 502 of the U.S. Securities Act) with the sale of the Offered Shares in a manner that would require registration of the Offered Shares under the U.S. Securities Act;

- xvii. neither they, nor any of their respective affiliates (as defined in Rule 501(b) under the U.S. Securities Act), nor any person acting on their behalf (other than the Book Running Lead Managers or any of their Affiliates, as to whom no representation or warranty is made) has offered, solicited offers to buy or sold the Offered Shares in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act. They and their affiliates have complied with the offering restrictions requirement of Regulation S;
- xviii. neither of them, nor their respective affiliates (as defined in Rule 501(b) under the U.S. Securities Act), nor any person acting on their behalf (other than the Book Running Lead Managers or any of their affiliates, as to whom no representation or warranty is made) has engaged in any directed selling efforts (as that term is defined in Regulation S under the U.S. Securities Act) with respect to the Equity Shares;
- xix. neither of them nor to their best knowledge after due and careful enquiry, any of their respective Affiliates, or, any of their Affiliate's agent or representative has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, compensation, property, gifts, benefit in kind, any other incentive (financial or otherwise) or anything else of value, directly or indirectly, to any 'government official' (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; or has made any contribution, payment or gift to any candidate for public office, where the payment or gift, or the purpose of such contribution, payment or gift, was or is prohibited under applicable law, rule or regulation of any locality, including but not limited to the United Kingdom Bribery Act of 2010, the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder; and the Promoter Selling Shareholder and its Affiliates have conducted their businesses in compliance with (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended (including the rules and regulations thereunder), (ii) the UK Bribery Act of 2010, as amended (including the rules and regulations thereunder) and (iii) all applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein;
- xx. neither them nor any of their respective Affiliates:
 - a. is, or is owned or controlled by, a Restricted Party;
 - b. is located, organised or resident in a country or territory that is the subject of Sanctions (including, without limitation, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Burma/Myanmar, Cuba,

Iran, Libya, North Korea, Sudan and Syria);

- c. have been engaged in, are now engaged in, and will engage in any dealings or transactions with or for the benefit of any Restricted Party, or in any country or territory, that at the time of such dealing or transaction is or was the subject of Sanctions; or
 - d. has received notice of or is aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority.
- xxi. they shall not, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of the transactions contemplated by this Offer Agreement to fund any trade, business or other activities: (i) involving or for the benefit of any Restricted Party, or (ii) in any other manner that would reasonably be expected to result in it being in breach of any Sanctions or becoming a Restricted Party;
 - xxii. they are not in breach of Applicable Law by (i) the authorization, execution and delivery of this Offer Agreement or any of the Offer Documents by the Promoter Selling Shareholders, (ii) the sale and delivery of the Offered Shares, (iii) the performance of its obligations under this Offer Agreement or any of the Offer Documents, or (iv) compliance with the terms of this Offer Agreement or any of the Offer Documents;
 - xxiii. except for the Underwriting Agreement (if and when entered into), (a) there is no option, warrant, commitment of sale, lien or right to acquire or subscribe, in each case granted by the Promoter Selling Shareholders over or affecting any Equity Shares or securities held by the Promoter Selling Shareholders in the Company.
 - xxiv. they shall not, except after consultation with the Book Running Lead Managers, during the period commencing from the date of this Offer Agreement and ending on the date of the listing of Equity Shares on Stock Exchanges pursuant to the Offer, directly or indirectly: (a) offer, transfer, lend, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of or create any encumbrances in relation to any Equity Shares held by it ; (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Equity Shares or any other securities convertible into or exercisable as or exchangeable for Equity Shares held by him; (c) publicly announce any intention to enter into any transaction described in (a) or (b) above; whether any such transaction described in (a) or (b) above is to be settled by delivery of Equity Shares held by him or such other securities, in cash or otherwise; or (d) engage in any publicity activities prohibited under Applicable Law in any jurisdiction in which the Equity Shares are being offered, during the period in which it is prohibited under such Applicable Law; provided, however, that the foregoing shall not be applicable to the transfer of the Offered Shares pursuant to the Offer for Sale, as contemplated in the Offer Documents;
 - xxv. they shall not, from the date of filing the Draft Red Herring Prospectus with SEBI, without the prior written consent of the Book Running Lead Managers, either, directly or indirectly, transfer or agree to transfer, offer or encumber any of their respective portion of Offered Shares, until the earlier of: (a) the date on

which the Equity Shares are listed and traded pursuant to the Offer (subject to any lock-in restrictions); (b) the date on which the Bid monies are refunded and ASBA Accounts are unblocked on account of *inter-alia*, failure to obtain listing approvals in relation to the Offer; (c) the date as on which the Offer is withdrawn or abandoned, as applicable; or (d) such other date as may be mutually agreed between the Parties.

7.2 Each of the Promoter Selling Shareholders severally and not jointly agrees that all representations, warranties, undertakings, and covenants made by it in this Offer Agreement solely with respect to itself and its respective portion of Offered Shares have been made by it after due consideration and inquiry.

7.3 The Promoter Selling Shareholder agree and undertake to comply with the applicable lock-in restrictions in relation to the Equity Shares as stipulated in Regulation 17 of the SEBI ICDR Regulations.

8. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company and each of the Promoter Selling Shareholders, jointly and severally, represents, warrants, undertakes and covenants to the BRLMs as of the date hereof, and as of the dates of each of the Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, Allotment, and the date of commencement of listing and trading of the Equity Shares on the Stock Exchanges that:

8.1 The Company and the Subsidiaries are duly incorporated, registered and is validly existing under the laws of its jurisdiction of incorporation, and no steps have been taken for its winding up, liquidation or receivership under Applicable Law. There are no outstanding proceedings for appointment of an insolvency professional (including interim resolution professional or resolution professional in relation to any action initiated against the Company under the Insolvency and Bankruptcy Code, 2016) or insolvency proceedings of any nature, including without limitation any proceeding for the appointment of an insolvency resolution professional, bankruptcy, receivership, reorganisation, composition or arrangement with creditors (to avoid or in relation to insolvency proceedings), voluntary or involuntary, affecting the Company or its Subsidiaries are pending, or threatened, and the Company or its Subsidiaries have not made any assignment for the benefit of creditors or taken any action in contemplation of, or which would constitute the basis for, the institution of such insolvency proceedings. The Company has not received any notice in relation to its winding up, liquidation, proceedings under the Insolvency and Bankruptcy Code, 2016 or any notice or demand requiring or ordering the Company or its Subsidiaries to forthwith repay any borrowing to any person, including without limitation any operational creditor or a financial creditor of the Company or its Subsidiaries.

8.2 The Company has obtained approval for the Offer through the Board Resolution. Further, the Fresh Issue has been approved by the shareholders vide the Special Resolution. The Company undertakes that it has complied with or agrees to comply with the terms and conditions of such approvals.

8.3 The Company has the full power and authority:

- i. To execute and deliver, and to perform all its obligations under, this Offer Agreement;
- ii. To execute and deliver, and to perform all its obligations under, the Engagement Letter;
- iii. To make and consummate the Offer; and
- iv. To consummate the other transactions contemplated by this Offer Agreement

and the Offer Documents (**Transactions**).

- 8.4 The Company and its Subsidiaries have requisite corporate power and authority to own, lease or operate its properties and it has full power and capacity to conduct their businesses as described in the Offer Documents and is lawfully qualified to do business in those jurisdictions in which it conducts business, to the extent so required.
- 8.5 The Equity Shares of the Company, have been duly authorised, validly issued, and fully paid. Except as described in or expressly contemplated by the Offer Documents, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interests in the Company or its Subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or its Subsidiaries, any such convertible or exchangeable securities or any such rights, warrants or options. The buyback of Equity Shares undertaken by the Company was duly authorised and compliant with the Applicable Law.
- 8.6 All transactions undertaken by the shareholders of the Company in the Equity Shares, including all acquisitions / dispositions by the Promoters which have been described in the Offer Documents have been duly authorised and compliant with applicable law. The Offer Documents accurately, completely and without omissions reflect (i) the capital structure build-up of the Company's paid-up capital; (ii) the build-up of the shareholding of the Promoters and Promoter Group in the Company; and (iii) all secondary transactions of Equity Shares. All Equity Shares held by the Promoters and, the Promoter Group have been subscribed/acquired in compliance with Applicable Law. The Company is in compliance with the Companies Act, 1956 and Companies Act, 2013, as applicable with respect to issue of Equity Shares since its incorporation.
- 8.7 No person other than the promoters are in Control of the Company and the promoters are the only "promoters" of the Company as defined under the Companies Act and the SEBI ICDR Regulations and have each been named as a promoter in the latest annual return filed by the Company with the Registrar of Companies.
- 8.8 The Company confirms that it has 3 Subsidiaries, which include 2 Indian Subsidiaries i.e., GSP Intermediaries Private Limited and Rajdhani Petrochemicals Private Limited; and 1 Overseas Subsidiary i.e., GSP Agroquimica Do Brasil Sociedade Unipessoal Limitada and Rajdhani Petrochemicals Private Limited (collectively, the **Subsidiaries**). In terms of paragraph (11)(I)(A)(ii)(b) of Part A of Schedule VI of the SEBI ICDR Regulations, the Company has 1 material subsidiary i.e., Rajdhani Petrochemicals Private Limited.
- 8.9 The Company confirms that all documents and information as deemed material by the Book Running Lead Managers to enable the Book Running Lead Managers to corroborate the information given in the Draft Red Herring Prospectus have been provided.
- 8.10 There shall be only one denomination for the Equity Shares, unless otherwise permitted by Applicable Law.
- 8.11 The Company confirms that the Draft Red Herring Prospectus does not invoke any of the criterion specified under the Securities and Exchange Board of India (Framework for Rejection of Draft Offer Documents) Order, 2012, the SEBI (Prohibition on Raising Further Capital From Public and Transfer of Securities of Suspended Companies) Order, 2015, the Securities and Exchange Board of India (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020, the SEBI Master Circular dated November 11, 2024 in respect of 'Guidelines for returning of draft offer document and its resubmission' (collectively, '**SEBI Orders**').

- 8.12 The Company and Subsidiaries are Solvent. As used herein, the term “Solvent” means, with respect to an entity, on a particular date, that on such date, (a) the fair market value of the assets is greater than the liabilities of such entity, or (b) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, or (c) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, or (d) the entity does not have unreasonably small capital.
- 8.13 Except for options granted pursuant to Employee Stock Option Plan 2024, the Company has no outstanding securities convertible into, or exchangeable, directly or indirectly for Equity Shares and the Company shall ensure that, as of the date of the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus and listing and trading of the Equity Shares pursuant to the Offer, there are no outstanding securities convertible into, or exchangeable, directly or indirectly, for Equity Shares or any other right which would entitle any person to any option to receive Equity Shares.
- 8.14 None of the Company Entities, its Promoters or Directors (i) are or were directors of any company at the time when the shares of such company were suspended from trading by any stock exchange(s) during the five years preceding the date of filing the Draft Red Herring Prospectus with the SEBI, or (ii) are or were directors of any company at the time when the shares of such company were delisted from any stock exchange. None of the Company, the Promoters and the Directors have their shares suspended, or are associated with companies which, have their shares suspended from trading by stock exchanges on account of non-compliance with listing requirements (in terms of General Order No.1 of 2015 dated July 2015 issued by the SEBI). Further, none of the promoters or directors of the Company is a director, promoter, or member of promoter group of any listed entity which is not in compliance with the minimum public shareholding requirements as specified under Regulation 38 of the SEBI Listing Regulations.
- 8.15 The Company, its promoters and members of the promoter group of the Company are in compliance with the Companies (Significant Beneficial Owners) Rules, 2018, to the extent applicable.
- 8.16 The Company, its Subsidiaries and each of their respective directors and promoters are not and have not been a promoter of any company that is an exclusively listed company on the dissemination board established by SEBI. None of the directors or promoters of the Company and Subsidiaries have been a director or promoter of any company which has been identified as a shell company by the Ministry of Corporate Affairs, Government of India pursuant to its circular dated June 9, 2017 (bearing reference 03/73/2017-CL-II) and in respect of which no order of revocation has been subsequently passed by SEBI, the relevant stock exchange(s), the Ministry of Corporate Affairs or any other Governmental Authority. Further, none of the Directors have been disqualified from acting as a director under Section 164 of the Companies Act or appear on the list of disqualified directors published by the Ministry of Corporate Affairs, Government of India.
- 8.17 The Company’s securities are not and have not been suspended or delisted from trading by any recognized stock exchange.
- 8.18 Neither the Company nor the directors and promoters of the Company are the promoter(s)/director/member of promoter group of any company, which has been compulsorily delisted in terms of Regulation 24 of the SEBI (Delisting of Equity Shares) Regulations, 2009 or Regulation 34 of the SEBI (Delisting of Equity Shares) Regulations, 2021 during the ten immediately preceding years nor are we related (directly or indirectly) to any such company or any promoter of such company.

- 8.19 The execution of this Offer Agreement, the Engagement Letter, the Offer Documents, (collectively, the '**Transaction Documents**') have been duly authorized by all necessary corporate actions, and the Transaction Documents have been or will be duly executed and delivered, and each is, or will be upon execution, a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, except as such enforceability may be limited by:
- i. Applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and
 - ii. General principles of equity.
- 8.20 Each consent, order, approval and authorization of, and registration, filing and declaration with, any court, regulatory authority, governmental agency or stock exchange or any other person required in connection with the execution, delivery or performance by the Company of the Transaction Documents in connection with the conduct and consummation of the Offer and the Transactions, has been received, done or obtained, as the case may be, and are in full force and effect or, as the case may be, will be received, done or obtained and be in full force and effect prior to the time such consent, order, approval, authorization, registration, filing and declaration is required.
- 8.21 The Company and Subsidiaries has obtained or will obtain approvals and consents from all lenders, security trustees or other banks or financial institutions, as required for the Offer in relation to loan or other banking or financing facilities availed by the Company or Subsidiaries.
- 8.22 The authorized and issued share capital of the Company conforms in all respects to the description thereof contained in the Offer Documents.
- 8.23 The Offer Documents (and, if amended or supplemented, as amended or supplemented at such date):
- i. Comply with the requirements of all Applicable Law; and
 - ii. Contain all information which is material in the context of the Offer and the transactions contemplated by the Offer Documents and such information is true and accurate in all material respects.
- 8.24 The Offer Documents, at the dates thereof, do not and shall not on the Closing Date (and any amendment or supplement thereto, at the dates thereof do not, and at the Closing Date shall not) contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 8.25 The operations of the Company, its Subsidiaries, Group Companies are and have been compliant and conducted at all times in all material respects in compliance with financial record keeping and reporting requirements of all applicable money laundering laws, statutes, rules and regulations and any related or similar laws, statutes, rules, regulations or guidelines issued, administered or enforced by any governmental agency in the jurisdictions in which the Company is subject thereto (**Money Laundering Laws**).
- 8.26 The audited consolidated Ind AS financial statements, schedules and notes and any other financial information of the Company (as restated), included in the Offer Documents are complete and correct in all respects and present completely and accurately, in all respects, the financial position of the Company, as of the dates shown and the results of operations and cash flows for the periods shown, and such financial statements and financial information have been prepared, and shall be prepared, in accordance with the Applicable Law; such financial statements and financial information have been prepared in

accordance with the applicable provisions of the Companies Act (including giving effect to the amended Schedule III of the Companies Act) and the SEBI ICDR Regulations; there are no contingent liabilities, liabilities for taxes, off-balance sheet items, long term leases, unusual forward or long term commitments, other than those disclosed in such financial statements; the auditors who have certified such financial statements are independent chartered accountants within the rules of the code of professional ethics of the Institute of Chartered Accountants in India (ICAI) and as certified to the Company, the auditors have subjected themselves to the peer review process of the ICAI and hold a valid certificate issued by the 'Peer Review Board' of the ICAI; and the summary and select financial data of the Company contained in the Draft Red Herring Prospectus and as will be included in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum, have been and will be extracted from the audited restated consolidated Ind AS financial statements and fairly present, and will present the information included therein on the basis stated therein.

- 8.27 (i) The Company, (ii) its Subsidiaries, and (iii) the Group Companies, only to the extent that its intellectual property rights have been assigned to the Company or the Subsidiaries, own or possess or have applied for or can acquire on reasonable terms, all material consents, licenses, approvals, trademarks, patents, designs, copyrights, know how, service marks and trade names (including trade secrets and other proprietary or confidential information, systems or procedures), currently employed by it in connection with the business operated by it. Further, the Company and its Subsidiaries are neither infringing any intellectual property rights of others, nor using any intellectual property rights in violation of any Applicable Law or contractual or fiduciary obligation binding upon it or any of its directors or executive officers or any of its employees or agents, and the Company has not received any notice of infringement or violation of asserted intellectual property rights of others, which infringement or violation, if the subject of an unfavourable decision, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.
- 8.28 Save as disclosed in the Offer Documents, the Company, the Subsidiaries and their respective businesses are insured by recognized, financially sound institutions with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses including, without limitation, policies covering real and personal property owned or leased by the Company against theft, damage, destruction, acts of vandalism, acts of terrorism, floods, earthquakes and other natural disasters. The Company has no reason to believe that it or its the Subsidiaries will not be able to (i) renew their existing insurance coverage as and when such policies expire; or (ii) obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct their respective business as now conducted and at a cost that would not result, individually or in the aggregate, in a Material Adverse Effect. Neither the Company nor the Subsidiaries has been denied any insurance coverage which it has sought or for which it has applied, except in each instance as would not result in a Material Adverse Effect.
- 8.29 The Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that:
- i. Transactions are executed in accordance with management's general and specific authorizations;
 - ii. Transactions are recorded as necessary to enable the preparation of financial statements in conformity with Applicable Law and to maintain accountability for its assets;
 - iii. Access to assets of the Company and the Subsidiaries is permitted only in accordance with management's general or specific authorizations;

- iv. The recorded assets of the Company and the Subsidiaries are compared to existing assets at periodic intervals of time, and appropriate action is taken with respect to any differences;
- v. The books, records and accounts which, in reasonable detail, truly and fairly reflect the transactions and dispositions of assets of the Company and provide a sufficient basis for the preparation of the Company's financial statements in accordance with Ind AS; and
- vi. The Company and the Subsidiaries' current management information and accounting control system has been in operation for at least 12 (twelve) months, during which the Company did not experience any material difficulties with regard to (i) to (v) (inclusive) above.

The Board of Directors of the Company have laid down "internal financial controls" (as defined in Section 134 of the Companies Act) to be followed by the Company and such internal financial controls are adequate and were operating effectively, in accordance with the provisions of Section 134(5)(e) of the Companies Act and the Companies (Accounts) Rules, 2014.

- 8.30 The delivery of the Equity Shares to be issued pursuant to the Red Herring Prospectus and the Prospectus, and Preliminary Offering Memorandum and Offering Memorandum to the account of successful Investors will pass good and clear title to such Equity Shares free of all restrictions on transfer, liens, encumbrances, security interests and claims whatsoever.
- 8.31 The Company and Subsidiaries possess all the material permits, licenses, approvals, consents and other authorisations (collectively, '**Licenses**') issued by the appropriate central, state, local or foreign bodies or any person which is its counterparty to any agreement executed by it and/or which is binding on it, for the business carried out by the Company and its Subsidiaries and in relation to its business as of the date hereof as described in the Draft Red Herring Prospectus and as will be described in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum, and all such Licenses are valid and in full force and effect and no notice of proceedings has been received relating to breach, revocation or modification of any such Licenses. The Company and its Subsidiaries, as of the date hereof, are not in breach or violation of the Licenses. Further, in the case of Licenses which are required in relation to the businesses that have not yet been obtained, the Company and the Subsidiaries have made the necessary applications for obtaining such Licenses, no such application has been rejected by any concerned authority and the terms and conditions of all such Licenses have been duly complied with.
- 8.32 Save as disclosed in the Offer Documents, there are no actions, suits or arbitrations, governmental or administrative proceedings before or by any court or governmental agency or body or arbitration panel, domestic or foreign, pending affecting the Company, its promoters, its directors, or the Subsidiaries or, to the best knowledge of the Company, threatened against the Company or its promoters, its directors or the Entities which would, if adversely determined, affect or impair in any material respect the execution, delivery, performance, making or consummation, as the case may be, of the Offer and the Transactions or the financial position, conditions or results of operations of the Company and, or the Subsidiaries.
- 8.33 At the request of the Book Running Lead Managers, the Company shall appoint an international legal counsel in connection with the Offer amongst others for the purpose of drafting the international selling and transfer restrictions for the Offer Documents.

- 8.34 The execution, delivery and performance by the Company of this Offer Agreement, the Offer Documents and all documents related thereto, and the conduct and consummation of the Offer and the Transactions, will not:
- i. Contravene, result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, or any other material agreement or instrument to which the Company is bound or by which it or any of its respective properties or assets may be bound;
 - ii. Conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental or any other authority applicable to the Company;
 - iii. Violate any provision of any statute, law or other rule or regulation of any governmental authority applicable to the Company; or
 - iv. Result in breach or violation of any lien, charge or encumbrance upon any property or assets of the Company.
- 8.35 There are no special rights available with any shareholder in terms of its Articles of Association. The Company is not a party to any shareholders' agreement in respect of the Equity Shares.
- 8.36 The Company confirms that no material clause of Article of Association have been left out from disclosure having bearing on the Offer.
- 8.37 Except as disclosed in the Draft Red Herring Prospectus and except as will be disclosed in the Red Herring Prospectus and the Prospectus, there are no instances of non-payment or defaults or delays in the payment of statutory dues by the Company;
- 8.38 The Company and its Subsidiaries are not in violation of their respective constitutional documents.
- 8.39 The directors of the Company (including the executive, non-executive or independent directors) are and will be appointed in compliance with Applicable Law.
- 8.40 No loan taken from any bank or financial institution by the Company and, or, Subsidiaries, has been categorised as a non-performing asset or reported to the Central Repository of Information on Large Credits per the circular dated 12 February 2018 bearing reference number DBR.No.BP.BC.101/21.04.048/2017-18 issued by the Reserve Bank of India.
- 8.41 The Company undertakes to pay all stamp duties, registration fees, other issuance or transfer taxes, duties, fees or other similar charges required to be paid in connection with the execution, delivery and performance of the Transaction Documents or the conduct and consummation of the Offer and the Transactions.
- 8.42 All offers, issue and Allotment of securities by the Company have been made in compliance with applicable provisions of the Companies Act, 1956 and the Companies Act, as applicable. No Equity Shares have been held in abeyance, pending Allotment.
- 8.43 The Company's holding of the capital contribution in Subsidiaries, to the extent applicable, is as set forth in the Draft Red Herring Prospectus. All authorizations, approvals and consents (including from lenders, any governmental authority, including any approvals or filings required to be made under the Foreign Exchange Management Act, 1999 and rules and regulations thereunder) have been obtained for the Company to own its capital contribution of Subsidiaries as disclosed in the Draft Red Herring Prospectus. No change or restructuring of the ownership structure of the Subsidiaries will be undertaken without prior intimation to the Book Running Lead Managers.

- 8.44 The Company has obtained all necessary approvals and made all necessary filings in relation and in connection with any foreign investment received by the Company including in terms of applicable foreign exchange laws.
- 8.45 The Company will not undertake any issuance and allotment of any kind of security (including ESOPs) from the date hereof (and subject to the such lock-in period provision as may be agreed upon in any Underwriting Agreement) and up to the listing and trading of the Equity Shares allotted in the Offer, without the prior written consent of the Book Running Lead Managers. The individuals and entities disclosed in the Draft Red Herring Prospectus (or that will be disclosed in the Red Herring Prospectus and Prospectus) as 'promoter group' and 'group companies' in the Offer Documents are the only promoter group and group companies/ entities of the Company, and except as disclosed in the Draft Red Herring Prospectus, the promoters have not disassociated from any entity in the last three years as per the requirement of SEBI ICDR Regulations;
- 8.46 The Company has sought confirmation from all its existing shareholders to participate in the Offer for Sale, and other than the Promoter Selling Shareholders, no other shareholder has consented or expressed an intention to participate in the Offer for Sale.
- 8.47 The Company is, to the extent applicable, shall be compliant with the requirements of the Companies Act, SEBI Listing Regulations, as amended, and the SEBI ICDR Regulations, in respect of corporate governance including constitution of the Board and committees thereof, prior to the filing of the Draft Red Herring Prospectus with the SEBI.
- 8.48 All the Equity Shares held by Promoters are held in dematerialized form.
- 8.49 All the Equity Shares of the Promoters which are being locked-in as promoter's contribution are eligible for computation of promoter's contribution under Regulation 14 and 15 of the SEBI ICDR Regulations and shall continue to be eligible for such contribution at the time of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies and upon the listing and trading of the Equity Shares in the Offer.
- 8.50 The Company shall ensure that all transactions (including any sale, purchase, pledge or other Encumbrance) in Equity Shares by the promoters and promoter group of the Company between the date of filing of the Draft Red Herring Prospectus and the date of closing of the Offer shall be subject to prior intimation to the Book Running Lead Managers and shall be reported to the Book Running Lead Managers immediately after the completion of such transaction and to the Stock Exchanges, no later than twenty four hours of such transaction;
- 8.51 The Company has good title to all real property and good title to all personal property which the Company, has represented as being owned by it, in each case free and clear of all liens, encumbrances and defects except such as are described in the Offer Documents or such as do not affect the value of such property in a manner that would have a Material Adverse Effect on the financial condition or results of operations of the Company taken as a whole, and do not interfere with the use made and proposed to be made of such property by the Company in a manner that would have a Material Adverse Effect.
- 8.52 The Equity Shares have been duly authorised for issuance and when delivered in accordance with the terms of the Offer Documents, will be validly issued and fully paid and the Offer will be in compliance with Applicable Law, rules, regulations and guidelines. The issuance, or transfer, and sale of the Equity Shares will not be subject to any option, warrant, put, call, pre-emptive right, right of first refusal or other right to acquire or purchase any such Equity Shares other than pursuant to the Offer Documents; and the Equity Shares are not, and at the Closing Date, will not be, except as disclosed in the Offer Documents and this Offer Agreement, subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.

- 8.53 The Company has filed all tax returns, direct and indirect, that are required to have been filed by it pursuant to applicable central, state, local or other law, and has paid or made provision for all taxes due pursuant to such returns or pursuant to any assessment received by it, except (a) for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided in financial statements or which have been disclosed as contingent liabilities, included in the Offer Documents; or (b) where such omission will not have a Material Adverse Effect. There are no tax deficiencies or interest or penalties accrued or accruing or alleged to be accrued or accruing, thereon with respect to the Company which have not otherwise been provided for, as the case may be. Except as disclosed in the Offer Documents, there are no tax actions, liens, audits, or investigations pending or, to the best knowledge of the Company after due inquiry, threatened against the Company, its or upon any of its properties or assets;
- 8.54 Except as disclosed in the Draft Red Herring Prospectus and except as will be disclosed in the Red Herring Prospectus and the Prospectus there are no outstanding guarantees or contingent payment obligations of the Company in respect of indebtedness of third parties.
- 8.55 Except as disclosed in the Draft Red Herring Prospectus and except as will be disclosed in the Red Herring Prospectus, the Prospectus, the Company has not issued any convertible securities and warrants or any other right which would entitle any party any option to receive Equity Shares after the Offer.
- 8.56 Except as set forth in or contemplated in the Draft Red Herring Prospectus and as will be set forth or contemplated in the Red Herring Prospectus, the Prospectus, the Company is not prohibited, directly or indirectly, from paying any further dividends.
- 8.57 Except as expressly set forth in the Draft Red Herring Prospectus and will be set forth in the Red Herring Prospectus, the Prospectus, the Company is not engaged in any transaction with its directors, officers, management, shareholders, or any other person, including persons formerly holding such positions, on terms that are not at least as favourable to the Company as those available from other parties on an arm's-length basis.
- 8.58 The statements in the Offer Documents under the chapter "Management's Discussion and Analysis of Financial Position and Results of Operations" describe in a manner that is true, fair and adequate and not misleading: (i) (a) the accounting policies that the Company believes to be the most important in the portrayal of the Company's financial condition and results of operations and which require management's most difficult, subjective or complex judgments (**Critical Accounting Policies**); (b) the uncertainties affecting the application of Critical Accounting Policies; and (c) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and (ii) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur. Further, there have been no changes in the accounting policies of the Company during the immediately three preceding financial years.
- 8.59 All related party transactions as per Ind AS 24 issued by the Institute of Chartered Accountants of India entered into by the Company is entered into on an arm's length basis and is disclosed in the financial statements.
- 8.60 The Company and the Subsidiaries have not entered into any related-party transaction that:
- i. is not in the ordinary course of its business; or
 - ii. is not in with the related party transaction requirements prescribed under the Companies Act.

- 8.61 All profits generated from related party transactions by the Company, have been pursuant to legitimate business transactions of the Company with such related parties.
- 8.62 All related party transactions entered into by the Company and the Subsidiaries are on an arm's length basis, in the ordinary course of business, and is disclosed in the financial statements. Such related party transactions are in accordance with the Applicable Law and all necessary corporate authorisations and approvals as prescribed under law including Companies Act, and applicable accounting standards including Ind AS have been obtained.
- 8.63 No litigation, arbitration, administrative, governmental, criminal, regulatory or other investigative proceedings of or before any court, arbitral body or agency (including any arising from or relating to environmental law) which if adversely determined, would reasonably be expected to have a Material Adverse Effect have been initiated or threatened against it or its Subsidiaries, nor are there any circumstances likely to give rise to any such litigation, arbitration or administrative proceedings.
- 8.64 Except as disclosed in the Draft Red Herring Prospectus and except as will be disclosed in the Red Herring Prospectus and the Prospectus no material indebtedness and no material contract or arrangement (other than employment contracts or arrangements) is outstanding between the Company and the Entities and any Affiliate or member of the board of directors or shareholder of the Company.
- 8.65 The transfer of Equity Shares undertaken by the Promoters and the issue and allotment of Equity Shares by the Company to the Promoters (i) are genuine transactions which were not executed with a view to avoid any regulatory requirements or unlawful conduct; (ii) are at an arms' length basis; (iii) have been done in accordance with Applicable Law, (iv) do not result in circular transactions.
- 8.66 The Company and its Subsidiaries were, are or will not be in default under or in violation of any indenture, loan or credit agreement or any other agreement or instrument to which the Company is a party or by which the Company or the subsidiaries are bound or to which the Company's properties or assets are subject. there has been no notice or communication, written or otherwise, issued by any third party to the Company or its subsidiaries with respect to any default or violation of or sought acceleration of repayment with respect to any indenture, loan or credit agreement the Company is a party or by which the Company.
- 8.67 No material labour dispute with the employees of the Company exists or is threatened or imminent and the Company is not aware of any existing or imminent labour disturbance by the employees of any of its principal suppliers, or contractors, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Further, the Company has no intention, and is not aware of any such intention to terminate, in the immediate future, the employment of any key managerial personnel or senior management personnel whose name appears in the Draft Red Herring Prospectus.
- 8.68 No material disputes exist with the principal suppliers, lessors, customers, dealers or any of the parties with whom the Company has material business arrangements, and the Company Entities has not received any notice for cancellation of any such material business arrangements, except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.
- 8.69 The Company shall not, for a period of six months from the date of listing of the Equity Shares, split or consolidate any security or issue any securities or any securities convertible into or exercisable or exchangeable for the Equity Shares or publicly announce any intention to do so during the aforesaid period, without the prior written consent of the Book Running Lead Managers.

- 8.70 The Company confirms the statement of tax benefits, as included in the Draft Red Herring Prospectus (and as will be included in the Red Herring Prospectus and Prospectus), has been examined by the auditors and is true, fair and correct and accurately describes the tax benefits available to the Company.
- 8.71 The Company shall procure the ad agency to provide a certificate to the Book Running Lead Managers in the format specified in Part E of Schedule X of the SEBI ICDR Regulations, for the period between the date of filing of the Draft Red Herring Prospectus to the Bid/Offer Closing Date in accordance with the terms of the ad agency agreement to be entered into between the Company and the ad agency appointed for this purpose. The Company shall assist the Service Provider in preparing the audiovisual (“AV”) presentations of disclosures made in the Offer Documents as prescribed by SEBI Circular no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024 and any other circular issued by the SEBI in this regard. The Company shall comply with the requirements of SEBI’s circular bearing no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024 and the guidelines issued by the Association of Investment Bankers of India in relation to audiovisual presentation of disclosures made in Offer Documents for public issue.
- 8.72 The Company and its Subsidiary (a) are in compliance with all Applicable Law relating to air, water, soil or noise pollution or the protection or restoration of human health and safety and the environment, waste disposal or release of hazardous or toxic substances (**Environmental Laws**) except where such non-compliance would not result in a Material Adverse Change, (b) have received permits, licenses/ approvals required to conduct its businesses, (c) are in compliance with terms and conditions of any such permit, license/ approval, except where such non-compliance would not result in a Material Adverse Change, (d) are not subject to any judicial or regulatory action or proceedings pending relating to Environmental Laws, (e) have not received any notice or letter for any pending or threatened action, (f) have not received any actual or potential claims, investigation or demands, notices of non-compliance or violation or liability under Environmental Laws or for the remediation of any disposal, release of hazardous waste or contaminants and all such permits, licenses/approvals shall be renewed/re-applied by the Company and Subsidiary as and when necessary to conduct their businesses;
- 8.73 Except as disclosed in the Offer Documents, there are no costs or liabilities associated with, any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties which would, singly or in the aggregate, have a Material Adverse Effect on the Company.
- 8.74 The Company has no knowledge of any fact or information concerning it, or its operations, assets, condition (financial or otherwise) or prospects of the Company, that is required to be made generally available to the public and that has not been, or is not being, or will not be, made generally available to the public through the Offer Documents or otherwise and which is likely to have a Material Adverse Effect on the Company.
- 8.75 Except as disclosed in the Draft Red Herring Prospectus and except, as will be disclosed, in the Red Herring Prospectus and the Prospectus, the Company does not have any employee stock option scheme or other similar scheme. The stock options granted by the Company pursuant to the Employee Stock Option Scheme 2024 of the Company (**ESOP Scheme**), as disclosed in the Draft Red Herring Prospectus were granted only to the Eligible Employees of the Company (as defined in the ESOP Scheme) in accordance with Applicable Law. The Company will grant stock options, if any, from the date of the Draft Red Herring Prospectus till the Allotment of Equity Shares to only the Eligible Employees of the Company (as defined in the ESOP Scheme) of the Company in accordance with Applicable Law.

- 8.76 Except as disclosed in the Draft Red Herring Prospectus and except, as will be disclosed, in the Red Herring Prospectus and the Prospectus, there are no other agreements, arrangements, clauses and covenants which are material and have not been disclosed which may have bearing on the investment decision.
- 8.77 Except as disclosed in the Draft Red Herring Prospectus and except, as will be disclosed, in the Red Herring Prospectus and the Prospectus, there are no conflict of interest between the suppliers of raw materials and third party service providers (which are crucial for operations of the Company) and the Company, Promoter, Promoter Group, Key Managerial Personnel, Directors, Subsidiaries, Group Companies and its directors.
- 8.78 Except as disclosed in the Draft Red Herring Prospectus and except, as will be disclosed, in the Red Herring Prospectus and the Prospectus, there are no conflict of interest between the lessors of the immovable properties (which are crucial for operations of the Company) and the Company, Promoter, Promoter Group, Key Managerial Personnel, Directors, Subsidiaries, Group Companies and its directors.
- 8.79 Except as permitted by Applicable Law, the Company will use the Offer Proceeds exclusively for the purposes mentioned in the Offer Documents, and the Company will obtain shareholders' approval, as required, in accordance with applicable law for any change in the utilisation of Offer Proceeds mentioned in the Red Herring Prospectus or Prospectus.
- 8.80 The Company undertakes that the utilization of Pre-IPO proceeds, being discretionary in nature, if raised, shall be completely attributed/adjusted towards General Corporate Purpose portion as described in the Objects of the Offer chapter of the Draft Red Herring Prospectus, unless auditor certified disclosures are made with regards to its utilization towards the disclosed specific objects of the issue. Necessary confirmations to this effect shall be submitted at the time of filing of Red Herring Prospectus with SEBI and such confirmation shall form part of material documents available for inspection.
- 8.81 Any statistical and market related data included in the Offer Documents are based on or derived from sources that the Company believes to be reliable and accurate.
- 8.82 The financial and related operational key performance indicators including business metrics and financial metrics of the Company (KPIs) as certified by an independent chartered accountant and approved by the Audit Committee of the Company and included in the Draft Red Herring Prospectus (and to the extent as will be included in the Red Herring Prospectus and Prospectus), are true, fair and correct and has been accurately described, in the context which it appears. Other than the KPIs, the Company has not provided any key performance indicators in relation to the Company to any investor during the last 3 years.
- 8.83 The Company represents and warrants that:
- i. Neither the Company nor the Subsidiaries or any of Company's Directors, Promoter or the Promoter Group; nor companies with which any of the Promoter or Director, are or were associated as directors, promoters or persons in control, are or have been prohibited from accessing or operating in the capital market, debarred or restrained from buying, selling or dealing in securities under any order or direction passed by the SEBI or any other authority.
 - ii. None of the Directors or Promoters, have been declared as a wilful defaulter by the Reserve Bank of India or any other government authority, nor has the SEBI initiated inquiry, investigation or proceeding for any violation of securities laws committed by them in the past and no such proceedings are pending

against the Company or its Directors or Promoters;

- iii. None of the Promoter or Director of the Company have been declared a fugitive economic offender under the provisions of the Fugitive Economic Offender's Act, 2018.

8.84 The Company agree that in the event of any compensation required to be paid by the Book Running Lead Managers to Bidders for delays in redressal of their grievance by the SCSBs in accordance with circulars and master circulars issued by SEBI including Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and/or any other Applicable Law, the Company shall reimburse the relevant Book Running Lead Managers for such compensation (including applicable taxes and statutory charges, interest or penalty charged, if any) immediately but not later than 3 (three) Working Days from the day on which the amount of compensation becomes payable (including applicable taxes and statutory charges, interest and penalty if any) being communicated to the Company and the Promoter Selling Shareholders in writing by the Book Running Lead Managers. To the extent permitted by Applicable Law, the relevant Book Running Lead Managers agrees to provide the Company within a reasonable time period, if requested by the Company, any document or information in its possession, in the event that any action is proposed to be taken by the Company against any SCSB in relation to any or failure which results in a reimbursement or payment under this Clause 8.84.

8.85 Neither the Company, Subsidiaries nor any of their directors, officers, and to the best of their knowledge, employees, or any person acting on their behalf:

- i. is, or is owned or controlled by or 50% or more owned in the aggregate by or is acting on behalf of a Restricted Party;
- ii. located, organised or resident in a country or territory that is, or whose government is, the subject of general export, import, economic, financial or investment Sanctions embargo that broadly prohibit dealings with that country or territory;
- iii. have engaged in, or are no engaged in, and will engage in, or have any plans to engage in any dealings or transactions with or for the benefit of any Restricted Party, or in any country or territory, that at the time of such dealing or transaction is or was the subject of Sanctions; or
- iv. has received notice of or is aware of any claims, actions, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority;

8.86 The Company acknowledges that the Equity Shares have not been and will not be registered under the U.S. Securities Act and will not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act.

8.87 The Company is a 'foreign private issuer' (as such term is defined in Rule 405 and the regulations under the U.S. Securities Act) that reasonably believes that there is no 'substantial U.S. market interest' (as such term is defined in Regulation S under the U.S. Securities Act) with respect to the Equity Shares or any securities of the Company of the same class as the Equity Shares.

8.88 Neither the Company nor any of its Affiliates (as defined in Rule 501(b) of the U.S. Securities Act), nor any person acting on its or their behalf has engaged or will engage, in connection with the offering of the Equity Shares, in any form of general solicitation or

general advertising within the meaning of Rule 502(c) under the U.S. Securities Act. In connection with the offering of the Equity Shares, (a) neither the Company nor any of its Affiliates, nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (as such term is defined in Regulation S) and (b) each of the Company and its Affiliates and any person acting on its or their behalf has complied and will comply with the offering restrictions requirement of Regulation S.

- 8.89 The Company will not and will not cause its Affiliates (as defined in Rule 501(b) of the U.S. Securities Act) and any person acting on its or their behalf not to, directly or indirectly, solicit any offer to buy, sell or make any offer or sale of, or otherwise negotiate in respect of, securities of the Company such that, as a result of the doctrine of 'integration' referred to in Rule 502 under the U.S. Securities Act, such offer or sale would render invalid (for the purpose of (i) the issue and sale of Equity Shares in this Offer and (ii) the sale of Equity Shares by investors in this Offer) the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(2) thereof or by Rule 144A or by Regulation S thereunder or otherwise.
- 8.90 The Company has implemented the necessary 'offering restrictions' (as such term is defined in Regulation S).
- 8.91 Neither the Company nor any of its Affiliates (as defined in Rule 501(b) of the U.S. Securities Act), its directors, its officers, its employees has, directly or indirectly, violated or is in violation of:
- i. Any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (**FCPA**);
 - ii. U.K. Bribery Act; or
 - iii. Any provision of equivalent laws of any other jurisdiction relevant to the Company's operations.
- 8.92 Neither the Company nor any of the Entities or, to the knowledge of the Entities, any director, officer, employee, agent, affiliate or representative of any of the Entities, is a government, an individual or entity (**Person**) that is, or is owned or controlled by a Person or government that is:
- i. The subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, '**Sanctions**'), nor
 - ii. Located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, the Crimea region of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Myanmar, Cuba, Iran, North Korea, Syria and Sudan).
- 8.93 The Entities will not, directly or indirectly, use the Offer Proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiaries, Group Companies, associate company, joint venture, partner or other Person:
- i. To fund or facilitate any activities or business of or with any Person or government or in any country or territory that, at the time of such funding or facilitation, is the subject of the Sanctions; or
 - ii. In any other manner that will result in a violation of the Sanctions by any Person (including any Person participating in the Offer, whether as underwriter, advisor, investor or otherwise).

- 8.94 The Entities represent and covenant that for the past 5 (five) years, they have not engaged in, are not engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of the Sanctions, except to the extent such dealings or transactions are permissible under the Sanctions if done by a U.S. person.
- 8.95 The Entities represent and covenant that, except as disclosed in the Documents, for the past 5 (five) years, they have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of the Sanctions.
- 8.96 All reasonable inquiries have been made and/ or will be made by the Company to ascertain all material information and to verify the correctness of all information and statements, including but not limited to market related data and industry reports, contained in the Offer Documents.
- 8.97 The Company has paid for and commissioned a report titled '*Assessment of the Global & Domestic Agrochemicals Market*' dated December 2024 by ICRA in connection with the Offer, as updated from time to time (**Industry Report**), which has been relied upon for industry-related disclosures in the Offer Documents and such disclosures have been / will be accurately reproduced in the Offer Documents and such information is based on or derived from sources that the Company reasonably believes are reliable and accurate, (ii) the Company shall upload the Industry Report on its website as required by SEBI or any other Governmental Authority, and (iii) ICRA is not related to the Company or any of its Directors, except its engagement for the purpose of the Industry Report. The Company has obtained the necessary customary written consent or approval from ICRA in relation to the Industry Report.
- 8.98 The Company undertakes to the Book Running Lead Managers that:
- i. It shall enter into an agreement with a press / advertising agency to monitor the news reports, for the period between the date of filing the Draft Red Herring Prospectus and the date of closure of the Offer, appearing in any of the following media:
 - a. Newspapers where the statutory advertisements are published; and
 - b. Print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or the promoters;
 - ii. Audiovisual presentations of disclosures made in the Offer Documents as prescribed by SEBI's circular bearing no. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/55 dated May 24, 2024.
 - iii. It shall keep a record of any publicity material released in any form, print, electronic or otherwise, from the date of filing of the Draft Red Herring Prospectus until the completion of the Offer and provide copies of the publicity material, including transcript of interviews given, to the Book Running Lead Managers promptly upon request. Further, the Company and each advertising agency employed or hired by the Company shall provide a certificate to the Book Running Lead Managers in relation to the publicity from the date of filing of the Draft Red Herring Prospectus until the closure of the Offer, appearing in all media as mentioned in the publicity memorandum provided by the legal counsel and as under the Applicable Law;

- iv. It shall provide information required under the provisions of the SEBI circular no. CIR/MIRSD/2012 dated January 10, 2012, relating to the disclosure of the track record of the Company and the Offer for a period of 3 (three) financial years from the date of the listing of the Equity Shares pursuant to the Offer, within reasonable time of the Book Running Lead Managers making a request for such information; and
- v. It shall make all such announcements required to be made, under Applicable Law, in relation to the Offer.

9. DUE DILIGENCE BY THE BOOK RUNNING LEAD MANAGERS

- 9.1 Each of the Book Running Lead Managers shall have full power and authority:
 - i. To execute and deliver, and to perform all its obligations under, this Offer Agreement;
 - ii. To execute and deliver, and to perform all its obligations under, the Engagement Letter.
- 9.2 The Company will extend all cooperation, assistance and such facilities as may be requested by the Book Running Lead Managers to enable representatives of the Book Running Lead Managers and the counsel to the Offer as to Indian Law to visit the offices/assets of the Company or such other place(s) to (a) inspect the records or review other documents or to conduct a due diligence of the Company and any other relevant entities in relation to the Offer; (b) conduct due diligence, including the review of relevant documents; and (c) interact on any matter relevant to the Offer with the solicitors, legal advisors, auditors, consultants and advisors to the Offer, financial institutions, banks, agencies or any other organization or intermediary, including the Registrar to the Offer, that may be associated with the Offer in any capacity whatsoever.
- 9.3 The Company agrees that the BRLMs shall, at all times, and as they deem appropriate in their sole discretion, subject to reasonable prior notice, have access to the Company, Directors, the Subsidiaries, Promoters, Promoter Group, Group Companies, employees, key management personnel, senior management, representatives, agents, experts and auditors as may be required, in connection with matters related to the Offer. The Company shall, and shall cause the Subsidiaries, Directors, Promoters, members of the Promoter Group, Group Companies and their employees, key managerial personnel, senior management, experts and auditors to: (i) promptly furnish all such information, documents, certificates, reports and particulars for the purpose of the Offer as may be required or requested by the BRLMs or their Affiliates to enable them to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, including, without limitation, any post- Offer documents, certificates (including, without limitation, any due diligence certificate), reports or other information as may be required by SEBI, the Stock Exchange(s), the Registrar of Companies and/or any other regulatory or supervisory authority (inside or outside India) in respect of the Offer or to enable the BRLMs to review the correctness and/or adequacy of the statements made in the Offer Documents, (ii) any documents or information or certifications with respect to any pending, or to the extent the Company has received notice, any threatened or potential, litigation, arbitration, complaint or notice that may affect the Offer; (iii) any documents or information or certifications with respect to any other material development, which may have an effect on the Offer and (iv) the Company provide, without unreasonable delay upon the request of any of the BRLMs, any documentation, information or certification, in respect of compliance by the Lead Managers with any Applicable Law or in respect of any request or demand from any governmental, statutory, regulatory, judicial, quasi-judicial, administrative or supervisory authority, whether on or prior to or after the date of the issue of the Equity Shares by the

Company pursuant to the Offer, and shall extend full cooperation to the BRLMs in connection with the foregoing. It undertakes to promptly inform the BRLMs and the Company of any change to such information, confirmation and certifications until the date when the Equity Shares commence trading on the Stock Exchanges.

- 9.4 Each of the he Promoter Selling Shareholders shall, severally and not jointly, only to the extent of details relating it itself or its Offered Shares extend all cooperation as may be requested by the Book Running Lead Managers and, or, the counsel to the Offer as to Indian Law or representatives to inspect the records or review other documents or to conduct a due diligence of the Promoter Selling Shareholders' documents relating it itself; The Company agrees that the Book Running Lead Managers shall, at all reasonable times have access to the directors and key personnel of the Company and external advisors in connection with matters related to the Offer.
- 9.5 If, in the sole opinion of the Book Running Lead Managers in consultation with the Company, the diligence of such records, documents or verification of any of the aforesaid matters requires hiring of services of technical, legal or other experts or persons, the Company shall promptly hire and provide such persons with access to all relevant and material facts, records, documents and other information of the Company, its Affiliates and where possible, other relevant entities. The Company shall instruct all such persons to cooperate and comply with the instructions of the Book Running Lead Managers. All costs, charges and expenses relating to the due diligence carried out by technical, legal or other experts shall be borne by the Company. Provided that if the Book Running Lead Managers are required to pay such persons in accordance with Applicable Law, the Company shall promptly reimburse the Book Running Lead Managers in full for payment of any fees and expenses to such persons.
- 9.6 The Company shall, to the extent permissible under the terms of the respective agreements with such intermediary, instruct all intermediaries, including the Registrar to the Offer, the Bankers to the Offer, Escrow Collection Banks, Refund Banks, Public Offer Account Banks, advertising agencies, credit rating agencies, printers, bankers and brokers to follow the instructions of the Book Running Lead Managers and shall make best efforts to include a provision to that effect in the respective agreements with such intermediaries.

10. APPOINTMENT OF INTERMEDIARIES

- 10.1 The Company shall in consultation with the Book Running Lead Managers appoint other intermediaries or other persons, such as the Registrar, Bankers to the Offer, Refund Banks, advertising agencies, Monitoring Agency, if applicable, and printers of the Offer Documents, application forms, Allotment Advices, Allotment letters, certificates for the Equity Shares, refund orders or any other instruments, circulars or advices (collectively, '**Intermediaries**' and individually as an '**Intermediary**'). Further, it is agreed that the Book Running Lead Managers may, at their sole discretion, enter into an agreement with a sub-syndicate member in relation to the Offer. The Parties agree that any Intermediary who is appointed shall be registered, if required, with SEBI where applicable under the applicable SEBI rules, regulations or guidelines.
- 10.2 Whenever required, the Company shall, in consultation with the Book Running Lead Managers, enter into a memorandum of understanding and, or agreement with the concerned Intermediary associated with the Offer, clearly setting out their mutual rights, responsibilities and obligations. The certified true copies of such memorandum of understanding and, or agreement shall be furnished to the Book Running Lead Managers. It is agreed between all Parties that the Self Certified Syndicate Bank(s) shall be deemed to be intermediaries, without any agreement being required to be executed in writing with such Self Certified Syndicate Bank(s), in accordance with Applicable Law.

- 10.3 The Company shall not, directly or indirectly, engage or associate with any other agency to carry out any part of the service agreed to be performed by the Book Running Lead Managers without consulting the Book Running Lead Managers. The fees to such agencies, if appointed, shall be payable by the Company directly and the Book Running Lead Managers shall not be liable or responsible therefor.
- 10.4 The Book Running Lead Managers shall have no liability with respect to acts or omissions of any Intermediary except to the extent of fraud, wilful misconduct, or gross negligence on the part of the Book Running Lead Managers. The Parties acknowledge that any such Intermediary, being an independent entity, shall be fully and solely responsible for the performance of its duties and obligations.
- 10.5 All costs and expenses relating to the Offer, including road shows, accommodation and travel expenses and all fees and expenses to be paid to Intermediaries including legal fees and expenses shall be paid by the Company as per the appointment or engagement letters of such Intermediaries.
- 10.6 The Book Running Lead Managers shall be the exclusive managers in respect of the Offer, subject to terms of this Offer Agreement and the Engagement Letter. The Company shall not, during the term of this Offer Agreement, appoint any other advisor or Book Running Lead Managers in relation to the Offer without the prior consultation with the Book Running Lead Managers.
- 10.7 The Company represents that except for this Offer Agreement, any Syndicate Agreement and any Underwriting Agreement that the Company may enter into with the Book Running Lead Managers and other Syndicate Members, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or the Book Running Lead Managers for a brokerage commission or other like payment in connection with the Offer.
- 10.8 Nothing contained herein shall be interpreted to prevent the Company and the Promoter Selling Shareholders from retaining legal counsel or such other advisers or parties as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Offer subject to such entities issuing the customary opinions, as may be required by the Book Running Lead Managers. However, the Book Running Lead Managers shall not be liable in any manner whatsoever for the actions of any other advisors or parties appointed by the Company or the Promoter Selling Shareholders.

11. PUBLICITY FOR THE OFFER

- 11.1 The Company and the Promoter Selling Shareholders shall obtain prior approval of the Book Running Lead Managers in respect of all Offer advertisements, publicity material or any other media communications in connection with the Offer and shall make available to it copies of all Offer related material. The Company and the Promoter Selling Shareholders shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the Offer conform to the regulations/guidelines etc. issued by the SEBI, instructions given by the Book Running Lead Managers from time to time and the Publicity Guidelines under Indian Law circulated by the legal counsel to the Company in relation to the Offer. The Company or the Promoter Selling Shareholders shall not make any misleading or incorrect statements in any public communication or publicity material. including corporate, product and Offer advertisements of the Company or the Promoter Selling Shareholders, interviews by its promoters, directors, duly authorized employees or representatives of the Company, documentaries about the Company or its promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Company or their Affiliates or at any

press, brokers' or investors' conference or release any material or information which is not contained in the Offer Documents, in the advertisements or at any press, brokers' or investors' conference without the approval of the Book Running Lead Managers. Furthermore, the Company and the Promoter Selling Shareholders shall follow the restrictions prescribed by the SEBI in respect of its corporate and product advertisements up to the closing of the Offer.

- 11.2 Subject to Applicable Laws including publicity restrictions issued by SEBI or restrictions in any jurisdiction in which the Offer Documents are proposed to be circulated, the Company and the Promoter Selling Shareholders acknowledge and agree that each of the Lead Managers may, at its own expense, place advertisements in newspapers, marketing materials including any pitch, case study, presentation or other similar marketing materials which the BRLMs use as a part of their ordinary course investment banking business upon completion of the Offer and other external publications describing the BRLMs involvement in the Offer and the services rendered by the BRLMs, and may use the Company's name and, if applicable, logo in this regard including in relation to putting tombstones on their website, publishing case studies on social media websites and using the Company and/or Promoter Selling Shareholder's respective names and/or logos, if applicable, in their credential books without any prior consent from the Company or the Promoter Selling Shareholders. The BRLMs undertake and agree that such advertisements shall be issued only after the date on which the Equity Shares under the Offer are approved for trading on the Stock Exchanges. In the event that approval for trading on each of the Stock Exchanges is effective on different dates, the later date shall be the relevant date for the purposes of this.
- 11.3 The Company and the Promoter Selling Shareholders (to the extent of itself and its respective portion of Offered Shares) undertake and the Company undertakes that it shall ensure its Directors and Promoters will not provide any additional information or information including release of any public communication or publicity material extraneous to the Offer Documents to any research analyst or any probable investor in any manner whatsoever including at road shows, any press, presentations, in research, brokers' or investors' conference or sales reports or at Bidding centres. Further, the Company and the Promoter Selling Shareholders (to the extent of itself and its respective portion of Offered Shares) shall follow the restrictions prescribed by the SEBI in respect of its corporate and product advertisements up to the receipt of final listing and trading approvals from the Stock Exchanges for the Offer.
- 11.4 During the period of the Book Running Lead Managers' engagement hereunder, except what is in the public domain, the Company will not discuss the Offer or any other placement or issuance and allotment of any securities of the Company with any third parties (except through the Book Running Lead Managers) and it will promptly notify the Book Running Lead Managers if it receives any inquiry concerning the Offer.
- 11.5 The Company accept full responsibility for the content of any announcement, or any information contained in any document in connection with the Offer which the Company requests the Book Running Lead Managers to issue or approve. The Book Running Lead Managers reserve the right to refuse to issue or approve any such document or announcement and to require the Company to prevent its distribution or publication if, in the sole view of the Book Running Lead Managers, such document or announcement is inaccurate or misleading in any way or not permitted under Applicable Law.
- 11.6 If any advertisement, publicity material or any other communication in connection with the Offer is made by the Company or Promoter Selling Shareholders, or any of their Affiliates in violation of the restrictions set out in this Clause 11, the Book Running Lead Managers shall have the right to request the immediate withdrawal, cancellation, denial or clarification of such advertisement, publicity material or any other communication by the party that had

made such communication.

11.7 The Company undertakes that it shall procure and provide all information and certifications (including from any publicity/press/advertising agency) to enable the Book Running Lead Managers to furnish any certificate to the SEBI as required under Schedule IX of the SEBI ICDR Regulations. The Company shall enter into an agreement with a press/advertising agency to monitor the news reports, for the period between the date of filing of the Draft Red Herring Prospectus and the date of closure of the Offer, appearing in any of the following media:

- i. newspapers where the statutory advertisements are published; and
- ii. print and electronic media controlled by a media group where the media group has a private treaty/shareholders' agreement with the Company or the Promoters.

11.8 The Company shall ensure that all its subsidiaries, the Entities and other persons affiliated or associated with the Company and its Promoters also adhere to the restrictions set forth in this Clause 11.

12. POST OFFER WORK

12.1 The Company shall take such steps as are necessary to ensure the completion of Allotment and dispatch of Allotment Advice/ certificates for Equity Shares and refund orders/ demat credit to the applicants (including non-resident Indians) for the Equity Shares soon after the Basis of Allotment has been approved by the Designated Stock Exchange and the Board and in any case not later than the statutory time limit, if any, save and except on account of reasons beyond its control, and in the event of failure to do so, pay interest to the applicants for the Equity Shares as provided in the Offer Documents. The Company shall make the necessary application to the Stock Exchanges and comply with all the listing requirements.

12.2 The Company shall have an investor grievance redressal system to redress all Offer related grievances to the satisfaction of the Book Running Lead Managers.

12.3 The Company, and the Promoter Selling Shareholders only to the extent of themselves and their Offered Shares, shall refund / unblock the money raised in the Offer to the applicants for the Equity Shares if required to do so for any reason such as failure to receive minimum subscription, listing permission or under any direction or order of the SEBI or any other regulatory authority and shall pay the requisite interest amount if so required under the laws or direction or order of the SEBI.

13. DUTIES OF THE BOOK RUNNING LEAD MANAGERS

13.1 The Book Running Lead Managers hereby represents and warrants that SEBI has granted to it a certificate of registration to act as a merchant banker in accordance with law, which is valid and in force as on the date of this Offer Agreement. The Company agrees that it is, and will be, solely responsible for making its own judgment in connection with the Offer, irrespective of whether the BRLMs has advised, or is currently advising them, on related or other matters.

13.2 The Book Running Lead Managers shall not be held responsible for any acts of commission or omission of the Company or their directors, agents, employees, the promoters, the promoter group, the Entities or the Promoter Selling Shareholders and their respective Affiliates and other intermediaries or their respective directors, officers, agents, or authorized persons.

13.3 The Book Running Lead Managers is providing services pursuant to this Offer Agreement independent of the Syndicate Members or any other intermediary in connection with the

Offer. Accordingly, the Company and the Promoter Selling Shareholders acknowledge and agree that the Book Running Lead Managers will be liable to the Company and the Promoter Selling Shareholders, only for their acts and omissions but not for acts and omissions of any other intermediary. The Book Running Lead Managers shall act under this Offer Agreement as independent contractors with their duties arising out of their engagement pursuant to this Offer Agreement owed solely to the Company and the Promoter Selling Shareholders and not in any other capacity, including as a fiduciary, agent or an advisor.

- 13.4 The BRLMs' scope of services under this Offer Agreement does not include the activity of, or relating to, updating on an annual or other periodic basis the disclosures made in the Offer Documents and making such updated disclosures publicly accessible in accordance with Applicable Law, the SEBI ICDR Regulations and any provisions of the SEBI Listing Regulations.
- 13.5 The duties and responsibilities of the Book Running Lead Managers under this Offer Agreement shall not include general financial or strategic advice and shall be limited to those expressly set out in this Offer Agreement and the Engagement Letter. In particular, the duties and responsibilities of the Book Running Lead Managers under this Offer Agreement shall not include: (a) providing services as receiving bankers or registrars; (b) providing tax, legal, regulatory, accounting or technical or specialist advice; and (c) any advice in respect of post Offer obligations unless specified in the Engagement Letter. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby.
- 13.6 The Company acknowledges and agrees that (a) any purchase and sale of the Equity Shares pursuant to the Underwriting Agreement shall be an arm's length commercial transaction between the Company, on the one hand, and the Book Running Lead Managers and other underwriters, on the other hand subject to, and upon, the execution of the Underwriting Agreement; (b) in connection with the Offer, and the process leading to such transaction including with respect to determination of the Offer Price, the Book Running Lead Managers shall act solely as a principal and not as the agents or the fiduciary of the Company, or their stockholders, creditors, employees or the Promoter Selling Shareholders or any other party; and (c) the Book Running Lead Managers and respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company or those of the Promoter Selling Shareholders.
- 13.7 The Book Running Lead Managers is not acting as an agent or in a fiduciary capacity and are independent contractors, retained to act for the Company and the Promoter Selling Shareholders (and any duties of the Book Running Lead Managers arising out of this Offer Agreement will be owed only to the Company and the Promoter Selling Shareholders). The Company acknowledges and agrees that the Book Running Lead Managers have neither assumed nor will assume a fiduciary responsibility in favour of the Company or the Promoter Selling Shareholders with respect to the Offer (irrespective of whether the Book Running Lead Managers has advised or is currently advising the Company on other matters) and the Book Running Lead Managers does not have any obligation to the Company or the Promoter Selling Shareholders with respect to the Offer except the obligations expressly set forth herein. Accordingly, the Book Running Lead Managers shall not be liable for any claims brought against them for the Offer Price being set at a level that it is too high or too low or for any sales of securities by investors to which such securities are allocated.
- 13.8 The provision of services by the Book Running Lead Managers herein is subject to the requirements of any laws and regulations applicable to the Book Running Lead Managers and their respective Affiliates. The Book Running Lead Managers and their Affiliates are

authorized by the Company and the Promoter Selling Shareholders to do anything which they consider is appropriate, necessary or desirable to carry out their services herein in furtherance of the Offer or to comply with any Applicable Law, rules, regulations, codes of conduct, authorizations, consents or practice and the Company hereby agrees to ratify and confirm all such actions lawfully taken.

- 13.9 The Parties acknowledge and agree that this Offer Agreement is not intended to constitute and should not be construed as a commitment between the Company, the Promoter Selling Shareholders and the Book Running Lead Managers with respect to underwriting or purchasing the Equity Shares in the Offer and the Book Running Lead Managers, the Company and the Promoter Selling Shareholders may, in each of their sole judgment and discretion, determine at any time not to proceed with the Offer.
- 13.10 The Company hereby acknowledges and agrees that the Book Running Lead Managers and their respective Affiliates (together, the **'BRLM Group'**) are engaged in a wide range of financial services and businesses (including securities trading, securities brokerage, banking and investment activities, investment management, financing securities trading, financial advisory, corporate and investment banking and research). The members of the BRLM Group and the businesses within the BRLM Group generally act independent of each other, both for their own account and for the account of clients. Accordingly, there may be situations where parts of the BRLM Group and/ or their clients either now have or may in the future have interests or take actions that may conflict with interests of the Company or those of the Promoter Selling Shareholders. For example, an entity of the Group may, in the ordinary course of business, engage in trading in financial products or undertake other investment businesses for their own account or on behalf of other clients, including, but not limited to, trading in or holding long, short or derivative positions in securities, loans or other financial products of the Company or other entities connected with the Offer. In recognition of the foregoing, the Company and the Promoter Selling Shareholders agree that the BRLM Group is not required to restrict its activities as a result of this engagement, and that the BRLM Group may undertake any business activity in accordance with Applicable Law without further consultation with or notification to the Company or the Promoter Selling Shareholders. Neither this Offer Agreement nor the receipt by the Book Running Lead Managers of confidential information or any other matter shall give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of trust or confidence) that would prevent or restrict the BRLM Group from acting on behalf of other customers or for its own accounts. Furthermore, the Company agrees that neither the BRLM Group nor any member or business of the BRLM Group is under a duty to disclose to the Company or use on behalf of the Company or the Promoter Selling Shareholders any information whatsoever about or derived from those activities or to account for any revenue or profits obtained in connection with such activities. However, consistent with the BRLM Group's long-standing policy to hold in confidence the affairs of its customers, the BRLM Group will not use confidential information obtained from the Company except in connection with its services to, and its relationship with, the Company.
- 13.11 Further, the Book Running Lead Managers agree that they shall not undertake any marketing or other related activity in contravention of the laws of the jurisdiction in which the Offer is being marketed.
- 13.12 The Company and each of the Promoter Selling Shareholders, severally and not jointly, agree that they are solely responsible for making their own respective judgments in connection with the Offer (irrespective of whether any of the Book Running Lead Managers have advised or are currently advising the Company on related or other matters). The Company and the Promoter Selling Shareholders, severally and not jointly, acknowledge and agree that none of the Book Running Lead Managers nor any of their respective directors, officers, employees, shareholders or Affiliates shall be liable for any decisions,

including, among others, the pricing of the Offer, the timing of the Offer, tax obligations, postal or courier delays, invalid, faulty or incomplete applications or invalid, faulty or incomplete bank account details in such applications or for any other events as detailed in the Offer Documents.

13.13 The BRLMs may provide services hereunder through one or more of their respective Affiliates, agents and representatives as each BRLM deems advisable or appropriate. Each of the BRLMs shall be responsible for the activities carried out by its respective Affiliates in relation to this Offer and for its obligations hereunder.

13.14 The obligations of the BRLMs in relation to the Offer or pursuant to this Agreement shall be conditional on the following:

- i. any change in the type and quantum of securities proposed to be offered in the Offer being made only after prior consultation with, and with the prior written consent of the BRLMs;
- ii. the Company and Promoter Selling Shareholders (to the extent of information in relation to itself and its Offered Shares) providing authentic, correct, valid information, reports, statements, declarations, undertakings, clarifications, documents, certifications for incorporation in the Offer Documents to the satisfaction of the Book Running Lead Managers in their sole discretion, to enable the Book Running Lead Managers to verify that the statements made in the Offer Documents are true and correct and not misleading, and do not omit any information required to make them true and correct and not misleading, or that are required by law or regulations or any regulator, to enable the Book Running Lead Managers to cause the filing of the post-Offer reports;
- iii. market conditions in India or globally, before launch of the Offer, in the sole opinion of the BRLMs, being satisfactory for the launch of the Offer;
- iv. the absence of any Material Adverse Change in the sole opinion of the Book Running Lead Managers;
- v. due diligence having been completed to the satisfaction of the BRLMs in their sole judgement, including to enable the BRLMs to file any due diligence certificate with SEBI or any other authority and any other certificates as are customary in offerings herein;
- vi. terms and conditions of the Offer having been finalized in consultation with and to the satisfaction of the BRLMs, including the Price Band, the Offer Price, the Anchor Investor Offer Price and the size of the Offer;
- vii. completion of all regulatory requirements (including receipt of all necessary approvals and authorizations) and compliance with all Applicable Law governing the Offer and receipt of and compliance with all consents, approvals and authorizations under applicable contracts required for the Offer, including those required by the Company and the Promoter Selling Shareholders, as the case may be, and disclosures in the Offer Documents, all to the satisfaction of the BRLMs;
- viii. completion of all documentation for the Offer, including the Offer Documents and the execution of customary certifications (including certifications and comfort letters from the statutory auditors of the Company, in form and substance satisfactory to the BRLMs, within the rules of the code of professional ethics of the ICAI containing statements and information of the

type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Offer Documents, each dated as of the date of: (i) the Draft Red Herring Prospectus, (ii) the Red Herring Prospectus, (iii) the Prospectus, and (iv) the Allotment pursuant to the Offer as the case may be; provided that, each such letter delivered shall use a "cut-off date" not earlier than a date three (3) days prior to the date of such letters or such other date as may be satisfactory to the BRLMs, undertakings, consents, legal opinions (including opinion of counsel to the Company, on each of the date of the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus and the date of Allotment/ transfer of the Offered Shares, and opinions of Indian to the respective Promoter Selling Shareholder, on the date of the Allotment/transfer of the Offered Shares) and other agreements entered into in connection with the Offer, and where necessary, such agreements shall include provisions such as representations and warranties, conditions as to closing of the Offer, force majeure, indemnity and contribution as of the dates, in form and substance satisfactory to the BRLMs;

- ix. in order for the BRLMs to fulfil their obligations hereunder and to comply with any Applicable Law, the Company shall have provided or procured the provision of all relevant information concerning the Company's business and affairs (including all relevant advice received by the Company and its other professional advisers) or otherwise to the BRLMs (whether prior to or after the Closing Date) and their Indian legal counsel and international legal counsel which the BRLMs or their Indian legal counsel and international legal counsel may require or reasonably request (or as may be required by any competent governmental, judicial or regulatory authority) for the proper provision of their services or the issuance of opinions and letters to be issued by the Indian and international legal counsel. The Company shall have furnished to the BRLMs such further opinions, certificates, letters and documents and on such dates as the BRLMs may reasonably request;
- x. existence of market conditions, whether in India or globally, prior to the Offer, which in the sole opinion of Book Running Lead Managers, is satisfactory for the launch of the Offer and the benefit of a clear market to the Book Running Lead Managers prior to the Offer, and in connection therewith, and except as disclosed in the Offer Documents, no debt or equity offering/ Offer or of hybrid securities of any type, being undertaken by the Company other than the Offer and/ or no offering of any type of securities of the Company being undertaken by the Promoter Selling Shareholders other than the Offer for Sale without prior consultation with and written approval of the Book Running Lead Managers. It is hereby clarified that in the context of this sub-clause, a debt offering shall mean a public offering of debt or debt instruments or hybrid instruments and shall exclude borrowings (other than through issue of securities) obtained by the Company or Promoter Selling Shareholders in their ordinary course of business(es);
- xi. the Offered Shares being transferred into the share escrow account opened for the purposes of the Offer in accordance with the Share Escrow Agreement entered into by and among, inter alia, the Company, the Promoter Selling Shareholders and the Share Escrow Agent;
- xii. the Company and the Promoter Selling Shareholders having not breached any term of this Agreement or the Engagement Letter.

- 14.1. The Book Running Lead Managers agree to treat as confidential this Offer Agreement and any information relating specifically to the Offer that is disclosed to the Book Running Lead Managers by any employee, officer or director of the Company or the Promoter Selling Shareholders in connection with the Offer, (**Confidential Information**) from the date of this Offer Agreement till the closing of the Offer or termination of this Agreement, whichever is earlier, except that the foregoing shall not apply:
- i. to any information which, prior to its disclosure in connection with the Offer, was already in the possession of the Book Running Lead Managers when they were not acting as Book Running Lead Managers for purposes of the Offer;
 - ii. to any information which is disclosed, in the Offer Documents;
 - iii. to any information, which is or comes into the public domain without any default on the part of the Book Running Lead Managers of the terms of this Offer Agreement or comes into the possession of the Book Running Lead Managers other than in breach of any confidentiality obligation owed to the Company or the Promoter Selling Shareholders, of which it is aware;
 - iv. to any disclosure or transmission or uploading of any information pursuant to any Applicable Law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory or other authority or stock exchanges, including any transmission or uploading of any information on the websites of the BRLMs or the repository of the Stock Exchanges; or
 - v. to the extent that Book Running Lead Managers need to disclose any information with respect to any proceeding for the protection or enforcement of any of their rights arising out of this Offer Agreement or the Offer, subject to prior written notice to the Company and the Promoter Selling Shareholders, provided:
 - a. the Book Running Lead Managers are permitted under law, rule or regulation to provide the Company and the Promoter Selling Shareholders with such notice; and
 - b. such notice does not prejudice or diminish the Book Running Lead Managers' rights in any such proceeding.
- 14.2 The Book Running Lead Managers shall ensure that any of its Affiliates, who receive Confidential Information, as defined above, from the Book Running Lead Managers, shall also comply with this Clause 14.
- 14.3 As used in this Offer Agreement, the term 'Confidential Information' shall not include any information that is stated in the Offer Documents, which may have been filed with relevant regulatory authorities (excluding any informal filings or filings where the documents are treated in a confidential manner) or was included in any investor presentation or advertisements or in the opinion of the Book Running Lead Managers are necessary to make the statements therein not misleading. If any of the BRLMs or their respective Affiliates are requested or directed pursuant to, or are required by Applicable Law, legal process, a governmental, regulatory or supervisory authority with jurisdiction over such BRLM's or their respective Affiliates' activities to disclose any confidential information in relation to the Company, the Promoter Selling Shareholders or the Offer, such BRLM or its respective Affiliate, as applicable, shall have the right to disclose such confidential information in accordance with such request, direction or requirement.

- 14.4 Any advice or opinions provided by the Book Running Lead Managers under or pursuant to this Offer shall not be disclosed or referred to publicly or to any third party except in accordance with the prior written consent from the Book Running Lead Managers and except where such information is required to be disclosed by law or in connection with disputes between the Parties or if required to be disclosed by a court of law or any other regulatory authority. In the event of any disclosure of Confidential Information in terms of this Clause 14, the Company and, or, Promoter Selling Shareholders shall, to the extent reasonably practicable and legally permissible provide advance notice to the Book Running Lead Managers, and with sufficient details so as to enable the Book Running Lead Managers to obtain appropriate injunctive or other relief to prevent such disclosure and the Company and, or, Promoter Selling Shareholders shall cooperate with any action that the Book Running Lead Managers, as the case may be, may request, to maintain the confidentiality of such information, if legally permissible. The Company and the Promoter Selling Shareholders agree to keep confidential the terms specified under this Offer Agreement, the Engagement Letter and agree that no public announcement or communication related to the subject matter of this Offer Agreement or the Engagement Letter shall be issued or dispatched without the prior consent of the Book Running Lead Managers.
- 14.5 The Book Running Lead Managers shall be entitled to retain all information furnished by the Company and its advisors, representatives or counsel to the Company or the counsel to the Book Running Lead Managers or the Promoter Selling Shareholders in connection with the Offer, and to rely upon such information only in connection with any defences available to the Book Running Lead Managers under Applicable Law, including, without limitation, any due diligence defences. The Book Running Lead Managers shall be entitled to retain copies of any computer records and files containing any information which have been created pursuant to its automatic electronic archiving and back-up procedures. All correspondence, records, work products and other papers supplied or prepared by the Book Running Lead Managers or their respective Affiliates in relation to this engagement held on disk or in any other media (including, without limitation, financial models) shall be the sole property of the Book Running Lead Managers.
- 14.6 The Company and the Promoter Selling Shareholders, severally and not jointly, represent and warrant to the Book Running Lead Managers and their respective Affiliates that the information provided by the Company or its Affiliates, or the Promoter Selling Shareholder solely in relation to itself, is in its lawful possession and is not in breach of any agreement or obligation with respect to any third party's confidential or proprietary information.
- 14.7 In the event of any disclosure of Confidential Information in terms of this Clause 14, the Book Running Lead Managers shall, to the extent reasonably practicable and legally permissible provide advance notice to the Company and/or the Promoter Selling Shareholders, as the case may be, (other than in case of any disclosure to SEBI during the inspections carried out by SEBI in connection with the Offer) and with sufficient details so as to enable the Company and/or the Promoter Selling Shareholders, as the case may be to obtain appropriate injunctive or other relief to prevent such disclosure and each of the Book Running Lead Managers shall cooperate with any action that the Company and/or the Promoter Selling Shareholders, as the case may be, may request, to maintain the confidentiality of such information, if legally permissible.
- 14.8 In the event any Party requests any other Party to deliver any documents or information relating to the Offer, or delivery of any such documents or information is required by Applicable Law to be made, via electronic transmissions, such party acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Offer are transmitted electronically, each Party releases, to the fullest extent permissible under Applicable Law,

the releasing Party and its Affiliates, and their respective directors, employees, agents, representatives and advisors, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, in connection with, electronic communication of any information, or reliance thereon, by it or its Affiliates or their respective directors, employees, agents, representatives and advisors, and including any act or omission of any service providers, and any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.

15. PAYMENTS

15.1 All payments to be made by the Company to the Book Running Lead Managers under this Offer Agreement and the Engagement Letter shall be made in Indian Rupees at Mumbai or any other location in India as the Book Running Lead Managers may designate out of the Escrow Account.

15.2 None of the payments are subject to deductions (other than deduction of applicable income tax) on account of any tax, charge, duty or levy applicable in connection with performance of the services hereunder. Goods and service tax on the fees payable to the Book Running Lead Managers will be borne by the Company and the Promoter Selling Shareholders and the same shall be invoiced together with the fees. The Company shall provide withholding tax certificate in respect of the withholding tax in original. Where the Company does not provide the withholding tax certificate, it would be required to reimburse the Book Running Lead Managers for any tax, interest, penalty or other charge that the Book Running Lead Managers may be required to pay.

16. FEES AND EXPENSES

16.1 All costs, fees and expenses with respect to the Offer (including with respect to the fees and expenses of the BRLMs in terms of the Engagement Letter) shall be borne by the Company. It is further clarified that all such payments shall be made first by the Company, and any payments by the Company in relation to the Offer expenses on behalf of any of the Promoter Selling Shareholders shall be reimbursed by such Promoter Selling Shareholder in proportion to the extent of their participation in the Offer for Sale to the Company inclusive of taxes. The Company will pay the fees, commission, and expenses of the Book Running Lead Managers on a pro rata basis to the Offered Shares issued and allotted in the Fresh Issue and the Offered Shares sold by each of the Promoter Selling Shareholders in the Offer for Sale, respectively and in accordance with Applicable Law. Notwithstanding anything contained in this Offer Agreement, the Company agrees to reimburse the Book Running Lead Managers for all their out-of-pocket expenses incurred by them in connection with the Offer along with any Goods and Service taxes and/ or other taxes which are applicable or which may subsequently become applicable, including but not limited to any legal fees and expenses incurred by the Book Running Lead Managers. If withholding tax is applicable, the Company will provide the Book Running Lead Managers with an original or authenticated copy of the tax receipt within any applicable statutory or regulatory deadline. Further, it is agreed that the fees, costs and expenses payable to the Book Running Lead Managers shall be remitted from the Public Offer Account, in such manner as may be set forth in the escrow agreement to be entered with the Bankers to the Offer. In the event that the Offer is withdrawn, abandoned or terminated for any reason whatsoever, the expenses incurred in relation to the proposed Offer will also be shared among the Company and the Promoter Selling Shareholders on a pro-rata basis, in proportion to the Equity Shares issued and allotted by our Company in the Fresh Issue and the Offered Shares sold by the Selling Shareholders in the Offer for Sale.

16.2 It is also agreed that all amounts, including the applicable tax, payable to the BRLMs in accordance with the terms of the Engagement Letter and the procurement brokerages and

commissions payable to members of the Syndicate in terms of syndicate agreement to be entered shall be payable directly from the Public Offer Account after transfer of funds from the Escrow Accounts and the ASBA Accounts to the Public Offer Account and on receipt of the listing and trading approvals from the Stock Exchanges in accordance with the terms of the escrow agreement to be entered with the Bankers to the Offer and Applicable Law.

- 16.3 It is further clarified that, subject to the provisions of Clause 16.1 above and this Clause 16.2, all expenses incurred in effecting the Offer, shall be borne by the Company and the Promoter Selling Shareholders on a pro rata basis, in proportion to the number of Equity Shares offered and sold by each of the Promoter Selling Shareholders through the Offer for Sale, in accordance with Applicable Law, including in case of failure of the Offer.
- 16.4 Subject to the provisions of Clause 16.1 above, the Company and each of the Promoter Selling Shareholders shall pay the fees and expenses of the Book Running Lead Managers as specified in the Engagement Letter. Other than (i) the listing fees which shall be solely borne by the Company; and (ii) fees for respective counsel to the Promoter Selling Shareholders, which shall be solely borne by the respective Promoter Selling Shareholders; all costs, fees and expenses with respect to the Offer shall be shared by the Promoter Selling Shareholders, on a pro rata basis, in proportion to the number of Equity Shares offered and sold by each of the Promoter Selling Shareholders through the Offer for Sale. All the expenses relating to the Offer shall be paid by the Company in the first instance. Each Promoter Selling Shareholder agrees that it shall, severally and not jointly, reimburse the Company for any expenses in relation to the Offer paid by the Company on behalf of the respective Promoter Selling Shareholder in accordance with this Clause 16.3. Each Promoter Selling Shareholder will bear the securities transaction tax in accordance with Applicable Law on their respective Equity Shares sold in the Offer for Sale, which will be deducted from the Public Offer Account. For any Offer related expenses that are not paid from the Public Offer Account, the Company agrees to pay the expenses, and such expenses will be reimbursed by the Promoter Selling Shareholders for their respective portion of such costs in terms of this Clause in any circumstances whatsoever. The Promoter Selling Shareholders agree that the applicable securities transaction tax in relation to the Offered Shares shall be deducted from the proceeds of the Offer for Sale for the purpose of onward depositing with the Indian revenue authorities in such manner as may be set forth in the Share Escrow Agreement, or the cash and sponsor bank agreement, or as may be directed by the Book Running Lead Managers in writing. The Promoter Selling Shareholders agree that the applicable securities transaction tax in relation to the Offered Shares shall be deducted from the proceeds of the Offer for Sale for the purpose of onward depositing with the Indian revenue authorities in such manner as may be set forth in the Share Escrow Agreement, or the cash and sponsor bank agreement, or as may be directed by the Book Running Lead Managers in writing.
- 16.5 The Company shall ensure that the underwriting commissions, procurement commissions, processing fees, if any, and brokerage due to the underwriters, fees payable to the SCSBs (SCSB), fees to the Sponsor Bank for processing applications made by retail individual investors under the UPI Mechanism, fees to the Book Running Lead Managers, Syndicate Members and sub-brokers or stock brokers or registrar and transfer agent or certified depository participants or other registered intermediaries and any other mutually agreed fees due and commissions in relation to the Offer shall be paid within the prescribed time as provided under the agreements to be entered into with the underwriters and sub-brokers/stock brokers, registered intermediaries etc. All amounts payable by the Company to the Book Running Lead Managers shall be payable directly from the Public Offer Account immediately on receipt of the listing and trading approvals from the Stock Exchanges. As required by Applicable Law, all expenses (including stamp duty) under this Clause 16.5 shall be borne by the Company and the Promoter Selling Shareholders on a *pro rata* basis to the Equity Shares issued and Allotted by the Company in the Fresh Issue

and Equity Shares sold by each of the Promoter Selling Shareholders in the Offer for Sale, respectively and in accordance with Applicable Law. Each Promoter Selling Shareholder will bear the securities transaction tax in accordance with Applicable Law on their respective Equity Shares sold in the Offer for Sale which will be deducted from the Public Offer Account. Notwithstanding anything to the contrary contained in this Agreement, the Company and the Promoter Selling Shareholders shall not be liable to pay to the BRLMs any fees or expenses for services provided by persons other than the BRLM in respect of sale of Equity Shares by any of the shareholders of the Company until the date of Allotment as agreed amongst the Company, the Promoter Selling Shareholder and the BRLMs.

16.6 The Company and the Promoter Selling Shareholders further agree that they shall refund the money raised in the Offer in respect of the Equity Shares offered by each of them, if required to do so for any reason, such as failing to get listing permission or under any direction or order of SEBI or any other governmental or statutory authority. In case such money is not refunded within the prescribed time after the Company and the Promoter Selling Shareholders become liable to repay it, then the Company and the Promoter Selling Shareholders agree that the legal requirement to pay interest as per Applicable Law, in the manner described in the Offer Documents, towards all Bidders to whom such refunds should be made, shall be borne pro rata among the Company and the Promoter Selling Shareholders provided that the Promoter Selling Shareholders shall not be responsible to pay such interest unless such delay is caused solely by, or if directly attributable to, an act or omission of such Promoter Selling Shareholder in relation to its respective offered shares, and in such an event, the Company shall be responsible to pay such interest. In the event of delay in the dispatch of refund orders/unblocking of funds due to the gross negligence or wilful misconduct of the Company, the Company shall, to the extent permissible under Applicable Law, reimburse to the Promoter Selling Shareholders, the expenses incurred by them in relation to the payment of such interest monies. Further, the Company and the Promoter Selling Shareholders agree that they shall pay requisite interest, in respect of the Equity Shares offered by them in the Offer under the Applicable Law or as per the direction or order of SEBI, the Stock Exchanges, the RoC or any other regulatory authority (inside or outside India).

16.7 All amounts due to the Book Running Lead Managers and the Syndicate Members or their Affiliates under this Agreement or the Engagement Letter shall be payable directly from the Public Offer Account after transfer of funds from the Escrow Accounts and the ASBA Accounts to the Public Offer Account and immediately on receipt of final listing and trading approvals from the Stock Exchanges and in accordance with the instructions issued under cash escrow and sponsor bank agreement entered into among, *inter alia*, the Company, Promoter Selling Shareholders and the Book Running Lead Managers.

17. INDEMNITY

Indemnity by the Company and Promoter Selling Shareholders

17.1 The Company and the Promoter Selling Shareholders shall jointly and severally shall indemnify and hold harmless the Book Running Lead Managers and each of their Affiliates, (and the Book Running Lead Managers' officers, directors, employees, representatives, Controlling persons, shareholders and agents and each person, if any, who control the Book Running Lead Managers (**Indemnified Party**) at all times, from and against any claims, actions, losses, damages, penalties, cost, charges, expenses, suits, or proceedings of whatever nature made, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, to which such Indemnified Party may become subject under any Applicable Law, or otherwise consequent upon, or arising directly or indirectly out of or, in connection with or in relation to this Offer Agreement, Engagement Letter, or the Offer, including arising out of activities conducted by such

Indemnified Party in connection with or in furtherance of the Offer or the activities contemplated thereby, including (i) any untrue statement or alleged untrue statement of a material fact contained in the Offer Documents, or any amendment or supplement to the same, or the omission or the alleged omission to state therein a material fact necessary to make the statements therein, in the light of circumstances under which they are made, misleading, (ii) any breach or alleged breach by it of its obligations, representations and warranties, undertakings, confirmations or declarations under this Offer Agreement, (iii) any breach or alleged breach by it of its obligations, representations and warranties, confirmations or declarations under the Offer Documents, including in respect of selling and marketing restrictions in, or the undertakings, certifications, consents, information or documents furnished or made available by it to an Indemnified Party and any amendment or supplement thereto, and any amendments or supplements to the Offer Documents, in relation to the Offer, (iv) the transfer, transmission or disclosure of any information by the Indemnified Party pursuant to any Applicable Law (including in relation to furnishing information to analysts for issuing research reports); or (v) any correspondence with the SEBI, the RBI, the Registrar of Companies, the Stock Exchanges or any other Governmental Authority in connection with the Offer or any information provided by the Company or its Affiliates, directors, officials, employees, representatives, agents, consultants and advisors to any Indemnified Party to enable such Indemnified Party to correspond, on behalf of the Company with the SEBI, the Registrar of Companies, the Stock Exchanges or any other Governmental Authority in connection with the Offer.

The Company and the Promoter Selling Shareholders shall jointly and severally reimburse any Indemnified Party for all expenses (including, without limitation any legal or other expenses and disbursements) as they are incurred by such Indemnified Party in connection with investigating, disputing, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which the Indemnified Party may become subject, in each case, as such expenses are incurred or paid.

Provided, however, that the Company and Promoter Selling Shareholders shall not be required liable to indemnify any Indemnified Party under Clause 17.1 (i) or (v) for any Loss that a court of competent jurisdiction shall determine in a binding and final judgment (after exhausting all appeals, revisional or writ remedies under Applicable Law) to have resulted solely and directly from such Indemnified Party's wilful misconduct, gross negligence or fraud; and (ii) under this Section 17.1 for any Loss to the extent arising out of any untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the BRLM expressly for use in the Offer Documents.

Indemnity by the Promoter Selling Shareholders

- 17.2 The Promoter Selling Shareholders shall, severally and not jointly, indemnify and hold harmless each Indemnified Party at all times, from and against any claims, actions, losses, damages, penalties, expenses, suits, or proceedings of whatever nature made, suffered or incurred, including, without limitation, any legal fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, to which such Indemnified Party may become subject under any Applicable Law, including the law of any applicable foreign jurisdiction, consequent upon or arising directly or indirectly out of or in connection with or in relation to itself or Engagement Letter or its Offered Shares, including, without limitation, arising out of (i) any untrue Promoter Selling Shareholder Statement or alleged untrue Promoter Selling Shareholder Statement of a fact contained in the Offer Documents, or any amendment or supplement to the foregoing, or the omission or the alleged omission to state therein a fact necessary to make the statements therein, in the light of circumstances under which they are made, misleading, (ii) any breach or alleged breach by it of its obligations, representations and warranties, undertakings, confirmations or declarations under this Offer Agreement, (iii) any breach or

alleged breach by it of its obligations, representations and warranties, confirmations or declarations under the Offer Documents, including in respect of selling and marketing restrictions in, or the undertakings, certifications, consents, information or documents furnished or made available by it to an Indemnified Party and any amendment or supplement thereto, and any amendments or supplements to the Offer Documents, only in relation to Promoter Selling Shareholder Statement and their respective Offered Shares (iv) the transfer, transmission or disclosure of any information by the Indemnified Party pursuant to any Applicable Law (including in relation to furnishing information to analysts for issuing research reports), or (v) any applicable taxes including securities transaction tax pursuant to the Offer for Sale in relation to their respective portion of the Offered Shares.

17.3 Provided, however, that the Promoter Selling Shareholder shall not be required to indemnify any Indemnified Party under Clause 17.2(v) for any Loss that a court of competent jurisdiction shall determine in a binding and final judgment (after exhausting all appeals, revisional or writ remedies under Applicable Law) to have resulted solely and directly from such Indemnified Party's wilful misconduct, gross negligence or fraud resulting in a breach of their obligations under this Agreement.

It shall reimburse any Indemnified Party for all expenses (including, without limitation, any legal or other expenses and disbursements) incurred by such Indemnified Party in connection with investigating, disputing, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation to which the Indemnified Party may become subject.

Provided that, the aggregate liability of the respective Promoter Selling Shareholder, under this Offer Agreement or any other agreement executed by such Promoter Selling Shareholder in connection to the Offer shall not exceed the aggregate proceeds received/to be received by such Promoter Selling Shareholder from the Offer after the underwriting commissions and discounts but before expenses, except to the extent that any Losses resulted from fraud, gross negligence and/or wilful misconduct of such Promoter Selling Shareholder, as determined by way of a binding judgment or order by a competent court.

For the avoidance of doubt, it is clarified that in the event of such gross negligence, fraud, or wilful misconduct on the part of one of the Indemnified Parties, the indemnification rights of the other Indemnified Parties under this clause shall remain undiminished.

17.4 In case any proceeding (including any governmental or regulatory investigation) shall be instituted involving any Indemnified Party, such person(s) shall promptly notify the person(s) against whom such indemnity may be sought (**Indemnifying Party**) in writing (provided that the failure to notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability that it may have under this Clause 17 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defences) by such failure; and provided, further, that the failure to notify the Indemnifying Party shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under this Clause 17) and the Indemnifying Party, shall be entitled to retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others the Indemnifying Party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the Indemnified Person unless (i) the Indemnifying Party and the Indemnified Person shall have mutually agreed to the retention of such counsel, (ii) the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person, (iii) the Indemnified Person shall have reasonably concluded that there may be legal defences available to it that are different from, in conflict with or in addition to those available to the Indemnifying Party or

(iv) the named parties to any such proceeding include both the Indemnifying Party and the Indemnified Person and representation of both Parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Person in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Person and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm, such firm shall be designated in writing by the Book Running Lead Managers in case of Parties indemnified pursuant to Clause 17.1 and, or Clause 17.4. If the Indemnified Party is awarded costs in relation to any such proceedings, it shall reimburse the fees and disbursements of such counsel related to such proceedings to the Indemnifying Party up to the extent of such costs awarded, unless prohibited by Applicable Law.

- 17.5 No Indemnifying Party shall without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding.
- 17.6 To the extent the indemnification provided for in this Offer Agreement is unavailable to an Indemnified Party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Company in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities:
- i. In such proportion as is appropriate to reflect the relative benefits received by the Company and the Promoter Selling Shareholders on the one hand, and the Indemnified Party, on the other hand, from the Offer; or
 - ii. If the allocation provided by Clause 17.6 (i) is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 17.6 (i) but also the relative fault of the Company on the one hand and the Indemnified Party on the other hand, in connection with the actions or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations.
- 17.7 The relative benefits received by the Company and the Promoter Selling Shareholders on the one hand and the Indemnified Party on the other hand, in connection with the Offer shall be deemed to be in the same respective proportions as the Offer Proceeds (before deducting Offer related expenses) received by the Company and the compensation received by the Indemnified Party in respect thereof. The relative fault of the Company and Promoter Selling Shareholders on one hand and the Book Running Lead Managers on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or disclosure or the omission or alleged omission to state a material fact or disclosure relates to information supplied by the Company or the Promoter Selling Shareholders or by the Book Running Lead Managers and the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.
- 17.8 The Company and the Promoter Selling Shareholders hereby expressly affirm that the Book Running Lead Managers and their Affiliates and associates shall not be liable in any manner for the foregoing except to the extent of the information provided by the Book Running Lead Managers in writing expressly for inclusion in the Offer Documents, which consists of only the Book Running Lead Managers' logo, name, address, SEBI registration

number, contact details, and list of past issues handled by the Book Running Lead Managers.

- 17.9 The Company, the Promoter Selling Shareholders and the Book Running Lead Managers agree that it would not be just or equitable if contribution pursuant to this Clause 17 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities shall be deemed to include any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. No person guilty of gross negligence or wilful misconduct shall be entitled to contribution from any person who was not guilty of such gross negligence or wilful misconduct.
- 17.10 Notwithstanding the provisions of this Clause 17, the Book Running Lead Managers (whether under contract, tort, law or otherwise) shall not be required to indemnify or contribute any amount in excess of the fees (excluding expenses and taxes) actually received (excluding any pass through) by the Book Running Lead Managers pursuant to this Offer Agreement and, or the Engagement Letter. Notwithstanding anything stated in this Offer Agreement, the maximum aggregate liability of the Book Running Lead Managers (whether under contract law, tort, or under this Offer Agreement or the Engagement Letter shall not exceed the fees (net of taxes and expenses) actually received by the Book Running Lead Managers for the portion of services rendered by the Book Running Lead Managers pursuant to this Offer Agreement or Engagement Letter. Notwithstanding the failure of essential purpose of any remedy under this Offer Agreement, the Parties agree that in no event shall the Book Running Lead Managers be liable for special, incidental or consequential damages, including loss of profits. The remedies provided for in this section are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Party at law or in equity.
- 17.11 No failure or delay by any party or any Indemnified Party in exercising any right or remedy pursuant to this Agreement or provided by general law or otherwise 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
- 17.12 The indemnity and contribution provisions contained in this Clause 17 shall remain operative and in full force and effect regardless of any termination of this Offer Agreement, the actual or constructive knowledge of any investigation made by or on behalf of any Indemnified Party, and acceptance of and payment for any of the Equity Shares.
- 17.13 In case of any inconsistency or dispute between the terms of this Offer Agreement and the Engagement Letter, the terms of this Offer Agreement shall prevail, except with respect to the fee and expenses payable to the Managers in relation to the Offer, in which case the terms of the Engagement Letter shall prevail.

18. CONSEQUENCES OF BREACH

- 18.1 In the event of breach of any of the conditions mentioned in this Offer Agreement the non-defaulting Party shall have the absolute right to take such action as they may deem fit including but not limited to withdrawing from the Offer, without prejudice to the compensation payable to it in accordance with the terms of this Offer Agreement or the Engagement Letter, as the case may be. The Book Running Lead Managers shall not be liable to refund the monies paid to them as fees or reimbursement of out-of-pocket expenses, if the breach is caused due to acts of the Company or of the Promoter Selling Shareholders.

18.2 Subject to Applicable Law and Clause 18.3, in the event of a breach by any Party, the defaulting Party shall have the right to cure any such breach within a period of 10 (ten) Working Days from (i) becoming aware of the breach; and (ii) being notified of the breach by a non-defaulting Party, whichever is earlier. The defaulting Party shall immediately upon occurrence of a breach or the knowledge of a breach give notice in writing to other Party. In the event that the breach is not cured within the aforesaid period, the non-defaulting Party shall not be liable or responsible for the consequences if any, resulting from such termination and withdrawal. It is agreed that if a breach of any of the conditions mentioned in this Offer Agreement is caused due to the acts of the Company or the Promoter Selling Shareholders, the Book Running Lead Managers may at their discretion require the Company or the Promoter Selling Shareholders, as the case may be, to cure any such breach, to the satisfaction of the Book Running Lead Managers, within a period of 10 (ten) days of such breach.

18.3 The Book Running Lead Managers shall not be liable to refund the monies paid to them as fees or reimbursement of out-of-pocket expenses, if a breach is caused due to acts of the Company and, or the Promoter Selling Shareholders. However, if it is determined by way of a binding judgment/order, after exhausting any appellate / writ remedies, that the breach is caused due to gross negligence, wilful misconduct or fraud of the Book Running Lead Managers, the Company and the Promoter Selling Shareholders shall not be liable to pay any fees or reimbursement of out-of-pocket expenses, if applicable, to the Book Running Lead Managers and any such fee already paid would be liable to be refunded by the Book Running Lead Managers.

19. **ARBITRATION**

19.1 If any dispute, difference, or claim arises between the Parties (**Disputing Parties**) hereto in connection with this Offer Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Offer Agreement or anything done or omitted to be done pursuant to this Offer Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through amicable negotiations. If the dispute is not resolved through such negotiations within 15 Working Days after commencement of discussions, then any Disputing Party may by notice in writing to the defending parties (**Defending Parties**) refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended (**Arbitration Act**) and, if and to the extent applicable, the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with the circular dated July 31, 2023 bearing reference SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and as updated on August 4, 2023 and December 20, 2023 and as amended and updated from time to time, before the Mumbai Centre for International Arbitration (**MCIA**), in accordance with the Arbitration Rules of the MCIA in force at the time a Dispute arises. The Rules of the MCIA are incorporated by reference into this paragraph and capitalized terms used in this paragraph which are not otherwise defined in this Offer Agreement have the meaning given to them in the Rules of the MCIA.

19.2 Any reference made to the arbitral tribunal under this Offer Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under this Offer Agreement.

19.3 The arbitration shall be conducted as follows:

- i. All claims, disputes and differences between the Parties arising out of or in connection with this Offer Agreement shall be referred to or submitted for arbitration in Mumbai;

- ii. The arbitration shall be conducted by a panel of three arbitrators, one to be appointed by the Disputing Parties and one to be appointed by the Defending Party. The two arbitrators shall appoint the third or the presiding arbitrator (collectively the '**Arbitral Tribunal**'). In the event that the Disputing Party or the Defending Party fails to appoint an arbitrator, or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The arbitrators so appointed shall have relevant expertise in the area of securities and commercial laws;
- iii. The governing law of the contract, the curial law and the law governing the Arbitration clause shall be the law of India;
- iv. All proceeding shall be conducted in English language;
- v. The Arbitral Tribunal shall have the power to award interest on any sums awarded;
- vi. The arbitration award shall be final, conclusive and binding on all parties to this Offer Agreement and shall be subject to enforcement in any court of competent jurisdiction;
- vii. The arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Defending Parties. The Disputing Parties and the Defending Parties agree to be bound thereby and to act accordingly;
- viii. The arbitrators shall cause their written and reasoned decision(s) to be delivered to the Parties. The arbitrators shall reach and render a decision in writing (with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute);
- ix. The Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitrators;
- x. A person who is not a party to this Offer Agreement shall have no right to enforce any of its terms;
- xi. The arbitrator may award to a Disputing Party or a Defending Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);
- xii. The Disputing Parties and the Defending Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Offer Agreement; and
- xiii. Nothing in this Clause 19.3 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the competent courts at Mumbai shall have exclusive jurisdiction to grant any interim and/or appellate reliefs in relation to any Dispute under this Offer Agreement.

20. TERM AND TERMINATION

- 20.1 The Book Running Lead Managers' engagement as the Book Running Lead Managers to the Offer will commence as of the date of this Offer Agreement and will continue, unless terminated earlier pursuant to the termination provisions provided in this Offer Agreement:

- i. Until the completion of the Offer i.e., the event of the listing of the Equity Shares and the completion of compliances regarding the Offer in accordance with the SEBI ICDR Regulations;
- ii. Until 12 (twelve) months from the date of final observations of SEBI on the Draft Red Herring Prospectus, or such other date that may be agreed among the Parties; or
- iii. Such other date that may be agreed among the Parties or the date on which the Board of Directors in consultation with the Book Running Lead Managers, decide to not undertake the Offer.

(each a **Closing Date**).

20.2 In the event this Offer Agreement is terminated before the signing of the Underwriting Agreement, the Parties agree that the Offer Documents will be withdrawn from SEBI as soon as practicable after the termination of this Offer Agreement. If entered into, the Underwriting Agreement may be terminated only in terms of the provisions of such Underwriting Agreement.

20.3 This Offer Agreement may be terminated by either Party with or without cause upon giving 15 (fifteen) days written notice thereof to the other Party. No such termination would affect:

- i. The right of the Book Running Lead Managers to receive the fees accrued to them prior to such termination as set forth above;
- ii. It is clarified that, the Book Running Lead Managers shall not be liable to refund any amounts paid as fees, commissions, reimbursements, out-of-pocket expenses or expenses specified in the Engagement Letter or this Offer Agreement unless the termination occurs on account of a breach caused due to gross negligence, wilful misconduct or fraud of such Book Running Lead Managers as is decided by a court of competent jurisdiction, in which case the Company and/or any of the Promoter Selling Shareholders, shall not be liable, either jointly or severally, to pay any fees or reimbursement of out of pocket expenses, if applicable, to the Book Running Lead Managers and to the extent any such fees, commission or reimbursement of out of pocket expenses has been already paid to the Book Running Lead Managers, the Book Running Lead Managers shall immediately refund such amount to the relevant Parties;
- iii. All such fees and expenses due and payable to Book Running Lead Managers, shall be paid forthwith upon such termination and in any event not later than 15 (fifteen) days from the date of such termination;
- iv. The right of the Book Running Lead Managers to receive reimbursement of out-of-pocket expenses (referred to in Clause 16 above) incurred prior to such termination as set forth above; and
- v. The provisions of this Offer Agreement relating to indemnity, confidentiality, governing law and arbitration.

Provided, that the Book Running Lead Managers shall, upon receipt of any information or notice in relation to commencement of a Legal Proceeding (as defined in Clause 4.13 of this Offer Agreement), have the right to terminate their obligations under this Offer Agreement with immediate effect.

20.4 The Parties agree that this Offer Agreement cannot be terminated after execution of the Underwriting Agreement unless provided otherwise in the Underwriting Agreement. This

Offer Agreement shall automatically terminate upon the earlier of (i) the termination of the Underwriting Agreement relating to the Offer; or (ii) mutual agreement of the Parties.

- 20.5 The Company shall be responsible to make payments to the Book Running Lead Managers as indicated in this Offer Agreement and/ or the Engagement Letter, which shall be reimbursed by the Promoter Selling Shareholders to the Company to the extent applicable to the Promoter Selling Shareholders in accordance with the manner set out in Clause 16.
- 20.6 Notwithstanding anything stated in this Offer agreement, the Book Running Lead Managers may terminate this Offer Agreement with immediate effect, if, at any time prior to the Offer opening date as set out in the Offer Documents, any representation and, or statement made by the Company in the Offer Documents, or in this Offer Agreement is determined by such Book Running Lead Managers to be incorrect, untrue, or misleading, either affirmatively or by omission or if the Company or the Promoter Selling Shareholders have omitted to state therein any material fact necessary in order to make the statements therein not misleading or if the Offer does not comply with Applicable Law and regulations or its obligation under this Offer Agreement, the Engagement Letter or the Syndicate Agreement and/ or Underwriting Agreement, if any, in connection with the Offer is terminated pursuant to its terms.
- 20.7 Notwithstanding anything stated in this Offer Agreement, the Book Running Lead Managers may terminate this Offer Agreement with immediate effect, if, in the sole opinion of the Book Running Lead Managers, an event as stated in Clause 4.20 of this Offer Agreement has not occurred.
- 20.8 The termination of this Offer Agreement after filing of any of the Offer Documents with the SEBI, the RoC and the Stock Exchanges shall be subject to the Parties complying with the requirements that may be specified by the SEBI, the RoC or the Stock Exchanges.
- 20.9 The termination of this Offer Agreement in respect of one of the Promoter Selling Shareholder shall not mean that this Offer Agreement is automatically terminated in respect of the other Promoter Selling Shareholders and this Offer Agreement, and the Engagement Letter shall continue to be operational between the Company, the surviving Promoter Selling Shareholders and the Book Running Lead Managers.
- 20.10 The termination of this Offer Agreement in respect of one of the Book Running Lead Manager shall not mean that this Offer Agreement is automatically terminated in respect of any other Book Running Lead Manager and this Offer Agreement, and the Engagement Letter shall continue to be operational between the Company, the Selling Shareholders and the surviving Book Running Lead Manager. Further, in such an event, the roles and responsibilities of the exiting Book Running Lead Managers shall be carried out as agreed by the surviving Book Running Lead Manager. The termination of this Offer Agreement in respect of one Book Running Lead Manager shall not affect the rights or obligations of the other Book Running Lead Manager (**Surviving Book Running Lead Manager**) under this Agreement and the Engagement Letter(s), and this Agreement and the Engagement Letter(s) shall continue to be operational among the Company, the Selling Shareholders and the Surviving Book Running Lead Manager. Further, in such an event, the roles and responsibilities of the exiting Book Running Lead Manager under the *inter-se* allocation of responsibilities annexed to this Offer Agreement as **Annexure III**, shall be carried out by the Surviving Book Running Lead Manager as per their mutual agreement.
- 20.11 This Offer Agreement will automatically terminate if the Offer is withdrawn for any reason whatsoever, or if the Offer is abandoned for any reason prior to the execution of the Underwriting Agreement.
- 20.12 This Offer Agreement shall also be subject to such additional conditions of force majeure being occurrence of any local, national or international outbreak or escalation of disaster,

hostility, insurrection, armed conflict, act of terrorism, act of God, any outbreak of a new pandemic or epidemic (man-made or natural) and termination that may be mutually agreed upon and set out in the Underwriting Agreement and any of the other agreements executed in connection with the Offer.

- 20.13 In the event that the Offer is postponed, withdrawn or abandoned, or the Agreement is terminated for any reason, the Book Running Lead Managers shall be entitled to receive fees and expenses (including out-of-pocket expenses) which may have accrued to them prior to the date of such postponement, withdrawal, abandonment or termination as set out in the Engagement Letter.

21. GROUNDS FOR TERMINATION

- 21.1 Notwithstanding anything contained herein to the contrary, the Book Running Lead Managers shall have the option, to be exercised in the sole discretion of the Book Running Lead Managers and to be exercised at any time prior to the Allotment of the Equity Shares, as notified in the Offer Documents, of termination of this Offer Agreement under any or all of the following circumstances:

- i. If any of the representations or warranties or statements made by the Company or the Promoter Selling Shareholders in the Offer Documents or in this Offer Agreement are, or are, found to be incorrect or misleading or there is any non-compliance by the Company or the Promoter Selling Shareholders of Applicable Law;
- ii. If the Engagement Letter or the Underwriting Agreement in connection with the Offer is terminated pursuant to its terms;
- iii. If the Offer is withdrawn or abandoned for any reason prior to filing Red Herring Prospectus with Registrar of Companies;
- iv. If there is a requirement of re-filing of the Draft Red Herring Prospectus in terms of Schedule XVI of SEBI ICDR Regulations;
- v. If the due diligence not being to the satisfaction of the Book Running Lead Managers in order to enable the Book Running Lead Managers to file the due diligence certificate(s) with SEBI;
- vi. Trading generally having been suspended or materially limited on the Stock Exchanges, London Stock Exchange, Hong Kong Stock Exchange, Singapore Stock Exchange, the New York Stock Exchange or in the Nasdaq Global Market;
- vii. A general moratorium on commercial banking activities having been declared by either Indian, United Kingdom, the European Union, Singapore, Hong Kong or United States Federal or New York State authorities;
- viii. Any material adverse change in the financial markets in India, United Kingdom, the European Union, the United States of America, Hong Kong, Singapore or in the international financial markets, any outbreak of hostilities (including terrorism) or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in United Kingdom, United States, Indian or international political, financial or economic conditions (including the imposition of or a change in 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 Book Running Lead Managers, impracticable or inadvisable to market

the Equity Shares on the terms and in the manner contemplated in the Offer Documents;

- ix. There shall have occurred any Material Adverse Effect, which, in the sole judgment of the Book Running Lead Managers, makes it, impracticable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Offer Documents; or
- x. There shall have occurred any regulatory change, or any development involving a prospective regulatory change (including, but not limited to, a change in the regulatory environment in which the Company and its Affiliates operate or a change in the regulations and guidelines governing the terms of this Offer) or any order or directive from the SEBI, the ROC, the Stock Exchanges, or any other Indian governmental, regulatory or judicial authority that, in sole the judgment of the Book Running Lead Managers, are material and adverse and that makes it, in the sole judgment of the Book Running Lead Managers, impracticable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Offer Documents.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Offer Agreement shall be governed by and performed in accordance with the laws of India, and any claims, disputes or differences arising out of, or in connection with, this Offer Agreement (including relating to Indemnity), shall be first referred for arbitration to be conducted in accordance with the Arbitration Act. Subject to Clause 19, the courts of competent jurisdiction in Mumbai shall have jurisdiction in relation to the matters pertaining hereto.

23. SEVERABILITY

- 23.1 If any provision or any portion of a provision of this Offer Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable this Offer Agreement or the Engagement Letter, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligation of the Parties hereto will be construed and enforced accordingly. The Parties hereto will negotiate in good faith and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties hereto the benefits of the invalid or unenforceable provision.

24. WAIVER

- 24.1 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 Offer 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.

25. BINDING EFFECT, ENTIRE UNDERSTANDING

- 25.1 These terms and conditions will be binding on and inure to the benefit of the Parties hereto, their successors, and permitted assigns. This Agreement including all rights, interests, or obligations hereunder, in part or as a whole, may be assigned by any of the BRLMs to any of its subsidiaries without need for any prior approval or prior intimation. These terms and conditions supersede and replace any and all prior contracts, other than the payment terms documented in the Engagement Letter, understandings or arrangements, whether oral or

written, heretofore made between any of the Parties hereto and relating to the subject matter hereof, and as of the date hereof constitute the entire understanding of the Parties with respect to the Offer.

25.2 From the date of this Offer Agreement up to the commencement of trading in the Equity Shares, the Company shall not enter into any initiatives, agreements, commitments or understandings (whether legally binding or not) with any person which may directly or indirectly affect or be relevant in connection with the Offer or this Offer Agreement without the prior written consent of the Book Running Lead Managers. The Company further confirms that until the listing of the Equity Shares, none of the Company, its Subsidiaries or any of its Affiliates or directors have or will enter into any contractual arrangement, commitment or understanding relating to the offer, sale, distribution or delivery of Equity Shares without prior consultation with, and the prior written consent of the Book Running Lead Managers.

26. MISCELLANEOUS

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

26.2 Except as provided in this Clause 26.2, the Company and the Promoter Selling Shareholders shall not assign or delegate any of their rights or obligations hereunder without the prior written consent of the Book Running Lead Managers. The Book Running Lead Managers may assign its rights under this Offer Agreement to any of its Affiliates, who is eligible to undertake such activities in accordance with Applicable Law, without the consent of the other Parties, provided that in the event of any such assignment by the Book Running Lead Managers to any of its Affiliates, the Book Running Lead Managers shall immediately upon assignment inform the Company and the Promoter Selling Shareholders and the Book Running Lead Managers assigning any of its rights to one or more of its Affiliates and shall continue to be liable to the Company and the Promoter Selling Shareholders in respect of all acts, deeds, actions, commissions and omission by such Affiliate(s).

26.3 In the event that any provision contained in this Offer Agreement conflicts with any provision in the Engagement Letter, the provisions contained in this Offer Agreement will prevail to the extent of such inconsistency. However, the Engagement Letter shall prevail over this Offer Agreement solely where such inconsistency or dispute relates to the fees or expenses payable to the Book Running Lead Managers for the Offer.

26.4 Upon termination of this Offer Agreement, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein or in the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Offer Agreement. The provisions of Clauses 14 (*Confidentiality*), 15 (*Payments*), 16 (*Fees and Expenses*), 17 (*Indemnity*), 19 (*Arbitration*), 22 (*Governing Law and Jurisdiction*), 23 (*Severability*), 24 (*Waiver*), 25 (*Binding Effect, Entire Understanding*) and 26 (*Miscellaneous*) shall survive any termination of this Offer Agreement.

26.5 Any notice between the Parties hereto relating to this Offer Agreement shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or by facsimile or by email transmission to:

If to the Company:

GSP Crop Science Limited

404, Lalita Complex, Rasala Road,
Mithakhali Six Road, Navrangpura,

Ahmedabad 380 009, Gujarat, India
Attention: Kamlesh Dhirubhai Patel
Email: cs@gspcrop.com

If to Vilasben Vrajmohan Shah:
29/11, Manikamal Society, Sal Hospital Road,
Near Surdhara Circle, Thaltej, Ahmedabad City,
Ahmedabad, Bodakdev, Gujarat 380054
Contact Number: 9825022949
Email: bhaveshshah@gspcrop.in

If to Bhavesh Vrajmohan Shah:
35 Manikamal Society, Sal Hospital Road,
Nr. Surdhara Circle, Thaltej, Ahmedabad City, Bodakdev,
Ahmedabad, Gujarat, 380054
Contact Number: 9825022949
Email: bhaveshshah@gspcrop.in

If to Kappa Trust
29/11, Manikamal Society, Part-II, Surdhara Circle,
Thaltej, Ahmedabad-380054
Attention: Priti Prajapati
Contact Number: 9687652913

If to Equirus Capital Private Limited
12th Floor, C Wing, Marathon Futurex,
N M Joshi Marg, Lower Parel,
Mumbai - 400 013, Maharashtra, India
Attention: Kavita Tanwani
Contact Number: +91 4332 0735
Email: kavita.tanwani@equirus.com

If to Motilal Oswal Investment Advisors Limited
Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai- 400 025, Maharashtra, India
Attention: Subrat Kumar Panda, Executive Director – Investment Banking
Contact Number: +91 22 71934391
Email: Subrat.panda@motilaloswal.com

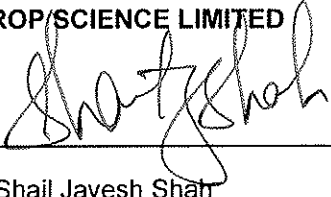
27. COUNTERPARTS

- 27.1 This Offer Agreement may be executed in one or more counterparts, and when executed and delivered by the Parties, shall constitute a single binding agreement.

[signature page follows]

IN WITNESS WHEREOF the Parties have caused these presents to be executed on this 20th day of Dec. 2024 at Ahmedabad as hereinafter appearing

GSP CROP/SCIENCE LIMITED



Name: Shail Jayesh Shah

Designation: Whole Time Director & CFO

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This signature page forms an integral part of the Offer Agreement for the proposed initial public offering of equity shares of GSP Crop Science Limited.

Signed by

Vilasben V. Shah

Name: Vilasben Vrajmohan Shah

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This signature page forms an integral part of the Offer Agreement for the proposed initial public offering of equity shares of GSP Crop Science Limited.

For and behalf of Kappa Trust

Falguni. K. Shah

Name: Falguni Kenal Shah

Designation: Trustee

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This signature page forms an integral part of the Offer Agreement for the proposed initial public offering of equity shares of GSP Crop Science Limited.

Signed by

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Name: Bhavesh Vrajmohan Shah

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This signature page forms an integral part of the Offer Agreement for the proposed initial public offering of equity shares of GSP Crop Science Limited.

For and behalf of Equirus Capital Private Limited




Name: Kavita Tanwani

Designation: Head – ECM, Execution

Date: December 20, 2024

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This signature page forms an integral part of the Offer Agreement for the proposed initial public offering of equity shares of GSP Crop Science Limited.

For and behalf of Motilal Oswal Investment Advisors Limited

A handwritten signature in blue ink, appearing to read 'Subodh Mallya', is written over a circular blue stamp. The stamp contains the text 'Motilal Oswal Investment Advisors Limited' around the perimeter and 'Mumbai' in the center.

Name: Subodh Mallya

Designation: Executive Director

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Annexure I

(Promoter Selling Shareholders)

Sr. No.	Name of Promoter Selling Shareholder	Address	Date of Consent Letter	No. of Offered Shares
1.	Vilasben Vrajmohan Shah	29/11, Manikamal Society, Sal Hospital Road, Near Surdhara Circle, Thaltej, Ahmedabad City, Ahmedabad, Bodakdev, Gujarat 380054	21 October 2024	Up to 2,651,250
2.	Bhavesh Vrajmohan Shah	35 Manikamal Society, Sal Hospital Road, Nr. Surdhara Circle, Thaltej, Ahmedabad City, Bodakdev, Ahmedabad, Gujarat, 380054	21 October 2024	Up to 1,674,375
3.	Kappa Trust	29/11, Manikamal Society, Part-II, Surdhara Circle, Thaltej, Ahmedabad-380054	21 October 2024	Up to 1,674,375

Annexure II

(Defined Terms)

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

Allotted or Allotment means the allotment of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by the Promoter Selling Shareholders pursuant to the Offer for Sale to successful bidders who have submitted valid bids in the Offer;

Anchor Investor means a QIB applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has bid for an amount of at least ₹ 100 million;

Anchor Investor Allocation Price means the price at which Equity Shares will be allocated to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus;

Anchor Investor Bidding Date means the day, being one Working Day prior to the Bid/Offer Opening Date, on which bids in the Offer by Anchor Investors shall be submitted, prior to and after which the Book Running Lead Managers will not accept any bids in the Offer from Anchor Investors, and allocation to Anchor Investors shall be completed;

Anchor Investor Portion means up to 60% of the QIB portion of the Offer which may be allocated by the Company, in consultation with the Book Running Lead Managers, 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 in the Offer being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price in accordance with the SEBI ICDR Regulations;

Anchor Investor Offer Price means the Final price at which the Equity Shares will be issued and Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price.

Applicable Law means any applicable law, statute, by-law, rule, regulation, guideline, circular, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), equity listing agreements of the Stock Exchanges, guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation, as may be in force and effect during the subsistence of this Agreement issued by any Governmental Authority in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the Listing Regulations, the Foreign Exchange Management Act, 1999 (the “FEMA”), and the respective rules, directions and regulations thereunder, and any guidelines, instructions, rules, notifications, communications, orders, circulars, notices and regulations issued by any Governmental Authority (and 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 Offer);

Arbitral Tribunal bears the meaning ascribed to it at Clause 19.3(ii);

Arbitration Act means the Arbitration and Conciliation Act, 1996, as amended;

ASBA Account(s) means a bank account maintained with an SCSB by an ASBA Bidder, as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form and includes the account of a UPI Bidders which is blocked upon acceptance of a UPI Mandate Request made by the UPI Bidder using the UPI Mechanism.

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

Basis of Allotment means the Basis on which the Equity Shares will be Allotted to successful Bidders under the Offer;

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

Bid cum Application Form shall mean the Anchor Investor Application Form or the ASBA Form, as the context requires;

Bid/Offer Opening Date means the date on which the designated intermediaries for the Offer will start accepting bids in the Offer, except in relation to any bids received from the Anchor Investors

Bid/Offer Closing Date means the date after which the designated intermediaries for the Offer will not accept any bids in the Offer, except in relation to any bids received from the Anchor Investors,

Board bears the meaning ascribed to it at Recital E;

Board Resolution bears the meaning ascribed to it at Recital E;

Book Building Process means the book building process, as provided in Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

Book Running Lead Managers or **BRLMs** mean Equirus Capital Private Limited And Motilal Oswal Investment Advisors Limited ;

Cap Price means the higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no bids in the Offer will be accepted, including any revisions thereof;

Confirmation Allocation Note or CAN means a notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who are allocated Equity Shares;

Closing Date bears the meaning ascribed to it at Clause 20.1;

Companies Act means the Companies Act, 1956 as applicable and the Companies Act, 2013, as notified and amended;

Company means GSP Crop Science Limited;

Confidential Information bears the meaning ascribed to it at Clause 14.1;

Control shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and the terms 'Controlling' and 'Controlled' shall be construed accordingly;

Defending Parties bear the meaning assigned to it at Clause 19.1;

Designated Stock Exchange bears the meaning ascribed to it at Clause 4.7;

Disputing Parties bears the meaning ascribed to it at Clause 19.1;

Draft Red Herring Prospectus shall mean the draft red herring prospectus for the Offer to be submitted to the SEBI and the Stock Exchanges;

Eligible Employee means a permanent employee of the Company working in India (excluding such employees who are not eligible to invest in the Offer under applicable laws), as on the date of filing of the Red Herring Prospectus with SEBI and who continue to be a permanent employee of the Company until the submission of the Bid cum Application Form; or a director of the Company, whether whole-time or not, as on the date of the filing of the Red Herring Prospectus with SEBI and who continue to be a permanent employee of the Company, until the submission of the Bid cum Application Form, but excludes: (a) an employee who is our Promoter or the member of the Promoter Group; (b) a director who either by himself or through his relatives or through any body corporate, directly or indirectly holds more than 10% of outstanding Equity Shares of the Company; and (c) the Independent Directors of the Company.

Employee Reservation shall bear the meaning ascribed to it at 4.2;

Engagement Letter shall have the meaning assigned to it in Recital G;

Entities shall mean collectively, the Company, the Subsidiaries and the Group Companies;

Equity Shares shall have the meaning assigned to it in Recital A;

Fresh Issue bears the meaning ascribed to it at Recital A;

Government or Governmental Authority means any domestic, foreign or other statutory authority, regulatory, quasi-regulatory and other regulatory authority, government department, agency, commission, board, tribunal, court or other entity having or purporting to have jurisdiction;

Ind AS means Indian Accounting Standards prescribed under section 133 of the Companies Act, as notified under the Companies (Indian Accounting Standard) Rules, 2015;

Indemnifying Party bears the meaning ascribed to it at Clause 17.3;

Indemnified Party bears the meaning ascribed to it at Clause 17.1;

Intermediary(ies) shall have the meaning assigned to it in Clause 10.1;

Licenses bears the meaning ascribed to it at Clause 8.31;

Legal Proceedings shall have the meaning assigned to it in Clause 4.13;

Materiality Policy shall mean, the policy formulated by the Company as per the SEBI ICDR Regulations, pursuant to a resolution of the Board of Directors dated 6 December, 2024;

Material Adverse Effect shall mean, individually or in the aggregate, a material adverse effect on or any development reasonably likely to involve a prospective material adverse effect, individually or in the aggregate, whether or not arising in the ordinary course of business:

- i. on the reputation, condition, financial, legal, or otherwise, or in the assets, liabilities, revenues, profits, cash flows or earnings, business, management, operations or prospects of the Company, its Subsidiaries, either individually or taken as a whole (including any loss or interference with its business from fire, explosions, flood, pandemic (man-made or natural) or other manmade or natural calamity, whether or not covered by insurance, or from court or governmental action, order or decree and any change pursuant to any restructuring in the ability of the Company and its Subsidiaries (either individually or taken as a whole), to conduct its business or to own or lease its assets or properties in substantially the same manner in which the business was previously conducted or such

assets or properties were previously owned or leased as described in the Offer Documents (exclusive of all amendments, corrections, corrigenda, supplements or notices to investors);

- i. on the ability of the Company and Promoter Selling Shareholders to execute or deliver this Offer Agreement or the Engagement Letter, or perform its obligations under, or to consummate the transactions contemplated by this Offer Agreement, or the Engagement Letter, or underwriting agreement, including the issuance, Allotment and delivery of the Shares to the successful applicants; or
- ii. on the ability of the Company and its Subsidiaries either individually or taken as a whole, conduct its businesses in substantially the same manner in which such businesses were previously conducted.

MOIAL means Motilal Oswal Investment Advisors Limited;

Equirus means Equirus Capital Private Limited;

Offering Memorandum means the offering memorandum comprising the Prospectus and the international wrap;

Offer bears the meaning ascribed to it at Recital A;

Offer Agreement means this agreement dated 20 December 2024 amongst the Parties;

Offer Documents shall mean Draft Red Herring Prospectus, the updated Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the abridged Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, and the Bid cum Application Form, together with all amendments, corrections, supplements or notices to investors or presentations to the investors, for use in connection with the Offer;

Offer for Sale bears the meaning ascribed to it at Recital A;

Offer Price shall mean the final price at which the Equity Shares will be Allotted to Bidders other than Anchor Investors;

Offer Proceeds means the proceeds of the Offer which shall be available to the Company;

Offered Shares shall bear the meaning ascribed to it at Recital F;

Pre-IPO Placement shall have the meaning ascribed to it at Recital C

Preliminary Offering Memorandum means the preliminary offering memorandum comprising the Red Herring Prospectus and the preliminary international wrap;

Price Band means the price band for the Offer in terms of Regulation 29(1) of the SEBI ICDR Regulations;

Promoter Selling Shareholders means collectively Vilasben Vrajmohan Shah, Bhavesh Vrajmohan Shah, and Kappa Trust;

Prospectus means the prospectus to be filed with the RoC in accordance with section 26 of the Companies Act and the SEBI ICDR Regulations containing, inter alia, the Offer Price that is determined through the Book Building Process, the size of the Offer and certain other information, including any addenda or corrigenda thereto;

QIB means qualified institutional buyers as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations;

Red Herring Prospectus means the red herring prospectus to be issued in accordance with section 26 of the Companies Act and the SEBI ICDR Regulations, which will not have complete particulars of

the price at which the Equity Shares will be offered and the size of the Offer and includes any addenda and corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three 3 Working Days before the Bid/Offer Opening Date and will become the Prospectus upon filing with the Registrar of Companies, Gujarat at Ahmedabad after the Pricing Date;

Registrar to the Offer means Registrar to the Offer, in this case being, Link Intime India Private Limited;

Restricted Party a person that is (i) listed on, or is controlled or 50% or more owned in the aggregate by, or is acting on behalf of, one or more persons that are currently the subject of any sanctions administered or enforced by the Sanctions Authorities or listed on any Sanctions List; or (ii) located in, incorporated under the laws of, or owned (directly or indirectly) or controlled by, resident in a country or territory that is, or acting on behalf of, a person located in or organized under the laws of a country or territory that is or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory; or (iii) otherwise the subject or a target of Sanctions (“target of Sanctions” signifying a person with whom a U.S. person or other person required to comply with the relevant Sanctions would be prohibited or restricted by law from engaging in trade, business or other activities);

RoC or ROC or Registrar of Companies means the Registrar of Companies, Gujarat at Ahmedabad;

Sanctions shall mean: (i) the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (a) the United States government; (b) the United Nations; (c) the European Union or its Member States; (d) the United Kingdom; (e) Switzerland; or (f) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”), United Nations Security Council, the United States Department of State, Her Majesty’s Treasury (“**HMT**”), the State Secretariat for Economic Affairs of Switzerland or the Swiss Directorate of International Law, the Hong Kong Monetary Authority, the Monetary Authority of Singapore or (g) any other relevant sanctions authority (collectively, the “**Sanctions Authorities**”); or (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. International Emergency Economic Powers Act, the U.S. Iran Sanctions Act of 1996, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the U.S. Iran Threat Reduction Act and Syria Human Rights Act of 2012, the U.S. Iran Freedom and Counter-Proliferation Act of 2012, the U.S. Trading With the Enemy Act, the U.S. Ukraine Freedom Support Act of 2014, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Restoration Act, all as amended, or any enabling legislation or executive order relating thereto;

Sanctions List means the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List and the Sectoral Sanctions Identifications List maintained by OFAC, the United Nations Security Council 1267/1989/2253 Committee’s Sanction List, the Consolidated List of Financial Sanctions Targets maintained by HMT, the EU consolidated list of persons, groups and entities subject to “EU Financial Sanctions” or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities;

SCSB means self-certified syndicate banks registered with SEBI;

SCSB means self-certified syndicate banks registered with SEBI;

SCRR means the Securities Contracts (Regulation) Rules, 1957, as amended;

SEBI means the Securities and Exchange Board of India;

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

SEBI Listing Regulations means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015, as amended;

Solvent shall mean, with respect to an entity, on a particular date, that on such date, (a) the fair market value of the assets is greater than the liabilities of such entity, (b) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, and (c) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature;

Sponsor Bank means the Banker to the Offer registered with SEBI, a list of which is available on the website _____ of _____ SEBI _____ at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=41> and update from time to time, which is appointed by our Company to act as a conduit between the Stock Exchanges and the NPCI in order to push the mandate collect requests and / or payment instructions of the UPI Bidders into the UPI;

Special Resolution bears the meaning ascribed to it at Recital E;

Stock Exchanges means collectively the BSE Limited and the National Stock Exchange of India Limited;

Subsidiaries collectively mean Rajdhani Petrochemicals Private Limited, GSP Intermediates Private Limited and GSP Agroquimica Do Brasil Sociedade Unipessoal Limitada;

Surviving Book Running Lead Manager shall have the meaning assigned to it at Clause 20.10;

Syndicate shall mean the Book Running Lead Managers and the Syndicate Members;

Syndicate Members shall mean intermediaries registered with the SEBI who are permitted to carry out activities as an underwriter as mentioned in the Offer Documents;

Syndicate Agreement means the agreement to be entered into amongst the Book Running Lead Managers, the Syndicate Members, the Registrar to the Offer and the Company in relation to the collection of Bid cum Application Forms by the Syndicate;

Supplemental Offer Material shall mean any written communication (as defined in Rule 405 under the U.S. Securities Act) prepared by or on behalf of the Company or the Promoter Selling Shareholder, or used or referred to by the Company or the Promoter Selling Shareholder, that may constitute an offer to sell or a solicitation of an offer to buy the Equity Shares (other than the Preliminary Offering Memorandum and the Final Offering Memorandum) including, but not limited to, the investor road show presentations or any other road show materials relating to the Equity Shares or the Offer;

UPI Bidders means collectively, individual investors applying as (i) Retail Individual Bidders in the Retail Portion, and (ii) Non-Institutional Bidders with an application size of more than ₹ 0.20 million and up to ₹ 0.50 million in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to Circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹ 0.50 million shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an Offer and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity);

UPI Mandate Request means a request (intimating the UPI Bidder by way of a notification on the UPI linked mobile application and by way of a SMS directing the UPI Bidder to such UPI linked mobile application) to the UPI Bidder 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;

UPI Mechanism means the mechanism that may be used by UPI Bidders to make a Bid in the Offer in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent applicable) along with the Circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the Circular issued by the BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard;

U.S. Securities Act means the United States Securities Act of 1933, as amended;

Underwriting Agreement shall have the meaning assigned to it in Clause 2.3; and

Working Days means all days on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Offer Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai are open for business and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with circulars issued by SEBI.

Annexure III

The following table sets out the list of responsibilities for various activities to be performed by the Book Running Lead Managers:

Sr. No.	Activity	Responsibility	Co-ordination
1.	Capital structuring with the relative components and formalities such as composition of debt and equity, type of instruments, and positioning strategy	MOIAL and Equirus	Equirus
2.	Due diligence of Company including its operations / management / business plans / legal etc., Drafting and design of Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus. Ensure compliance and completion of prescribed formalities with the Stock Exchanges, SEBI and RoC including finalisation of RHP, Prospectus, Offer Agreement, and Underwriting Agreements and RoC filing	MOIAL and Equirus	Equirus
3.	Drafting and approval of all statutory advertisements	MOIAL and Equirus	Equirus
4.	Drafting and approval all publicity material other than statutory advertisements as mentioned in point 3 above, including corporate advertising and brochures and filing of media compliance report with SEBI	MOIAL and Equirus	MOIAL
5.	Appointment of Registrar, Printer and Ad agency (including coordination of agreements)	MOIAL and Equirus	Equirus
6.	Appointment of all other intermediaries including Banker (s) to the Offer, Syndicate, Monitoring Agency, etc. (including coordination of all agreements)	MOIAL and Equirus	MOIAL
7.	Preparation of road show presentation and FAQs for the road show team	MOIAL and Equirus	MOIAL
8.	International institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Institutional marketing strategy • Finalising the list and division of international investors for one-to-one meetings • Finalising international road show and investor meeting schedules 	MOIAL and Equirus	MOIAL
9.	Domestic institutional marketing of the Offer, which will cover, <i>inter alia</i> : <ul style="list-style-type: none"> • Finalising the list and division of domestic investors for one-to one meetings • Finalising domestic road show and investor meeting schedules 	MOIAL and Equirus	Equirus
10.	Conduct non-institutional marketing of the Offer	MOIAL and Equirus	Equirus
11.	Conduct retail marketing of the Offer, which will cover, <i>inter-alia</i> : <ul style="list-style-type: none"> • Finalising media, marketing, public relations strategy and publicity budget 	MOIAL and Equirus	MOIAL

Sr. No.	Activity	Responsibility	Co-ordination
	<ul style="list-style-type: none"> • Finalising collection centres • Finalising centres for holding conferences for brokers etc. • Follow-up on distribution of publicity and Offer material including form, RHP/Prospectus and deciding on the quantum of the Offer material 		
12.	Coordination with Stock Exchanges for anchor intimation, for book building software, bidding terminals and mock trading.	MOIAL and Equirus	MOIAL
13.	Managing the book and finalization of pricing in consultation with Company	MOIAL and Equirus	Equirus
14.	<p>Post bidding activities including management of escrow accounts, coordinate non-institutional allocation, coordination with Registrar, SCSBs and Bankers to the Offer, intimation of allocation and dispatch of refund to Bidders, etc.</p> <p>Post-Offer activities, which shall involve essential follow-up steps including allocation to Anchor Investors, follow-up with Bankers to the Offer and SCSBs to get quick estimates of collection and advising the Issuer about the closure of the Offer, based on correct figures, finalisation of the basis of allotment or weeding out of multiple applications, listing of instruments, dispatch of certificates or demat credit and refunds and coordination with various agencies connected with the post-Offer activity such as registrar to the Offer, Bankers to the Offer, SCSBs including responsibility for underwriting arrangements, as applicable.</p> <p>Payment of the applicable securities transactions tax on sale of unlisted equity shares by the Selling Shareholders under the Offer for Sale to the Government and filing of the securities transactions tax return by the prescribed due date as per Chapter VII of Finance (No. 2) Act, 2004.</p>	MOIAL and Equirus	MOIAL