

K. Geetha Rani
AS 275339

తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 4622, Date: 04/04/2022
Sold To: K. RAJENDRA PRASAD
S/o. K. MALLIKARJUNA RAO, R/o. HYDERABAD
For Whom : M/s. BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

KODALI GEETHA RANI
LICENSED STAMP VENDOR
L No: 16-04-001/2013
R L No: 16-04-024/2022
8-3-191/132, 167/C, BEHIND E-SEVA
VENGAL RAO NAGAR, HYDERABAD-500038
Cell: 94920 25252

This non-judicial stamp paper forms an integral part of the Banker to the Issue Agreement executed between Bhagiradha Chemicals & Industries Limited, Emkay Global Financial Services Limited, ICICI Bank Limited and Link Intime India Private Limited on 5 April 2022.



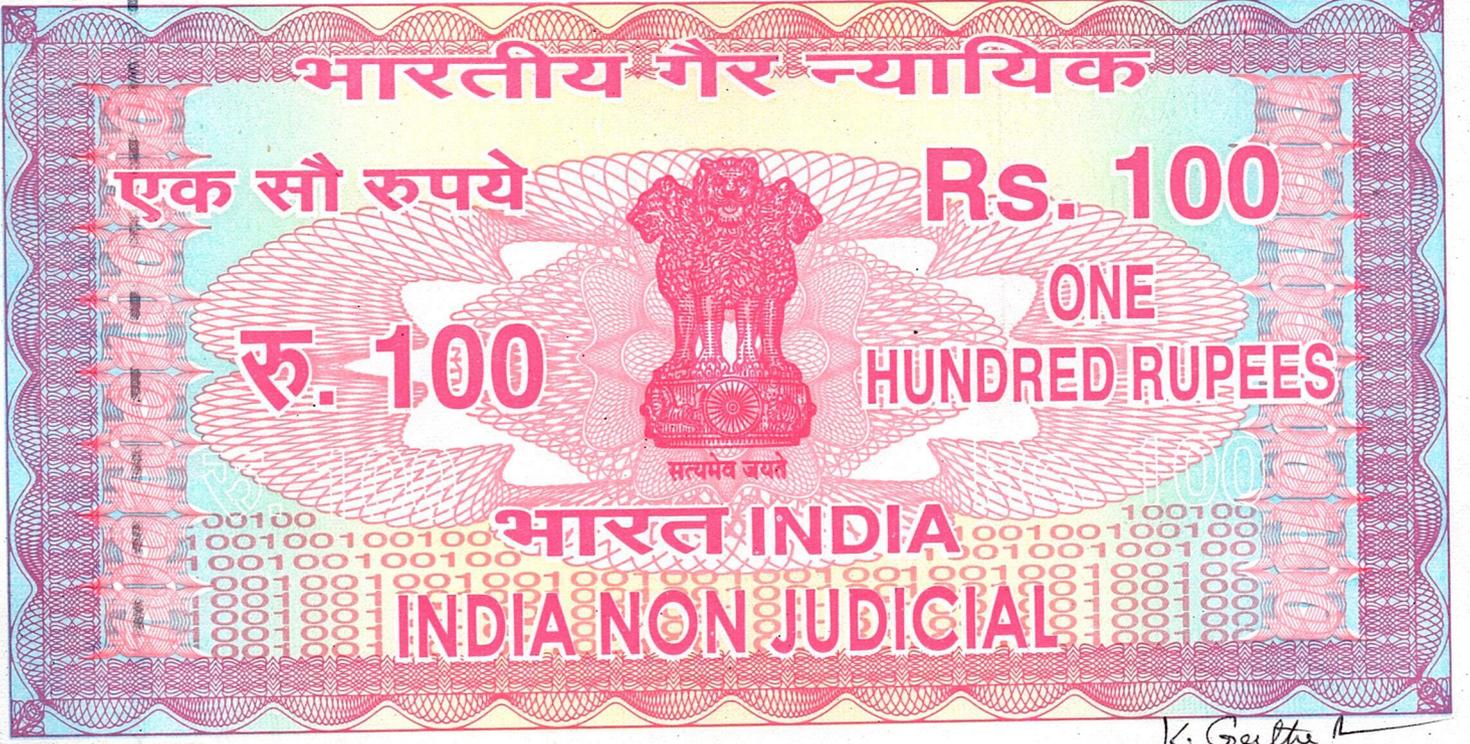
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Sl. No. 4624, Date: 04/04/2022
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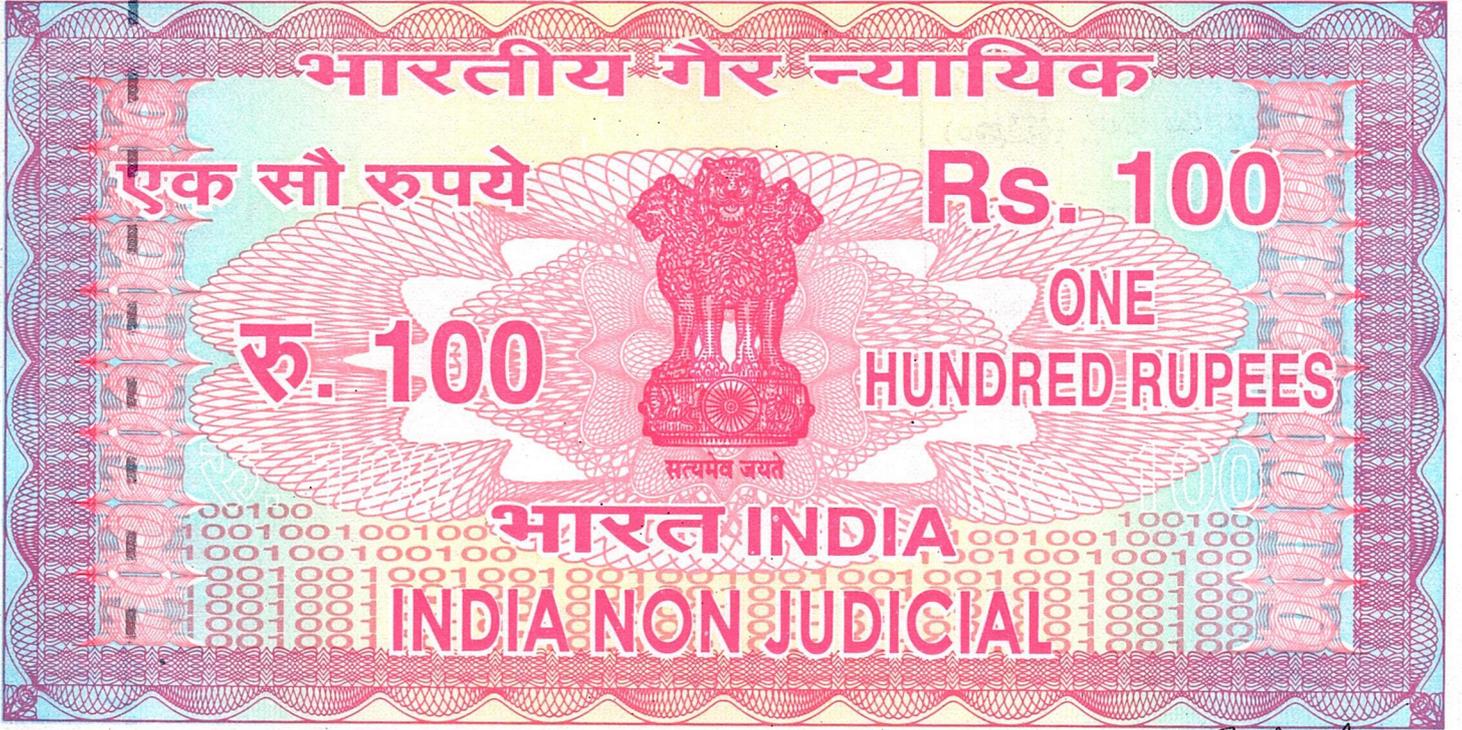
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Sl. No. 4675, Date: 04/04/2022
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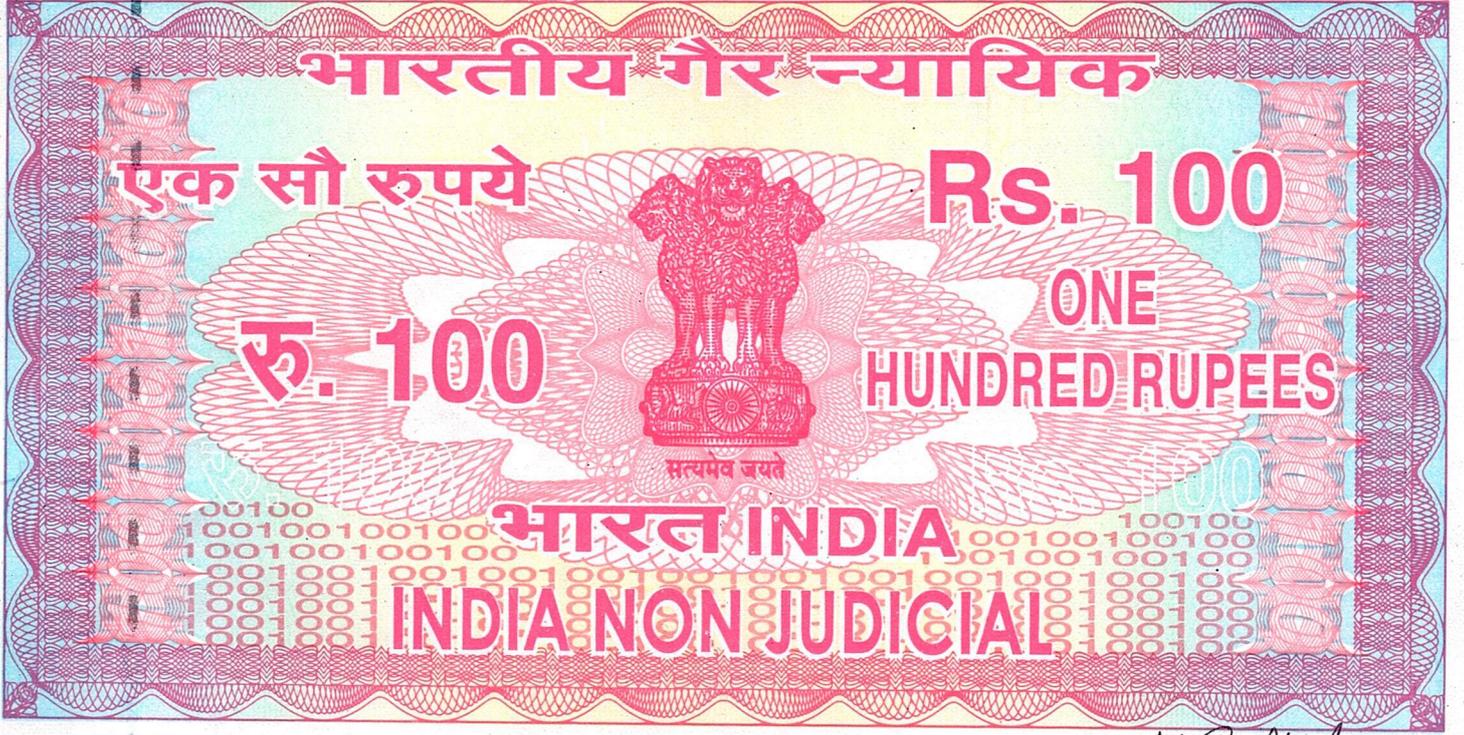
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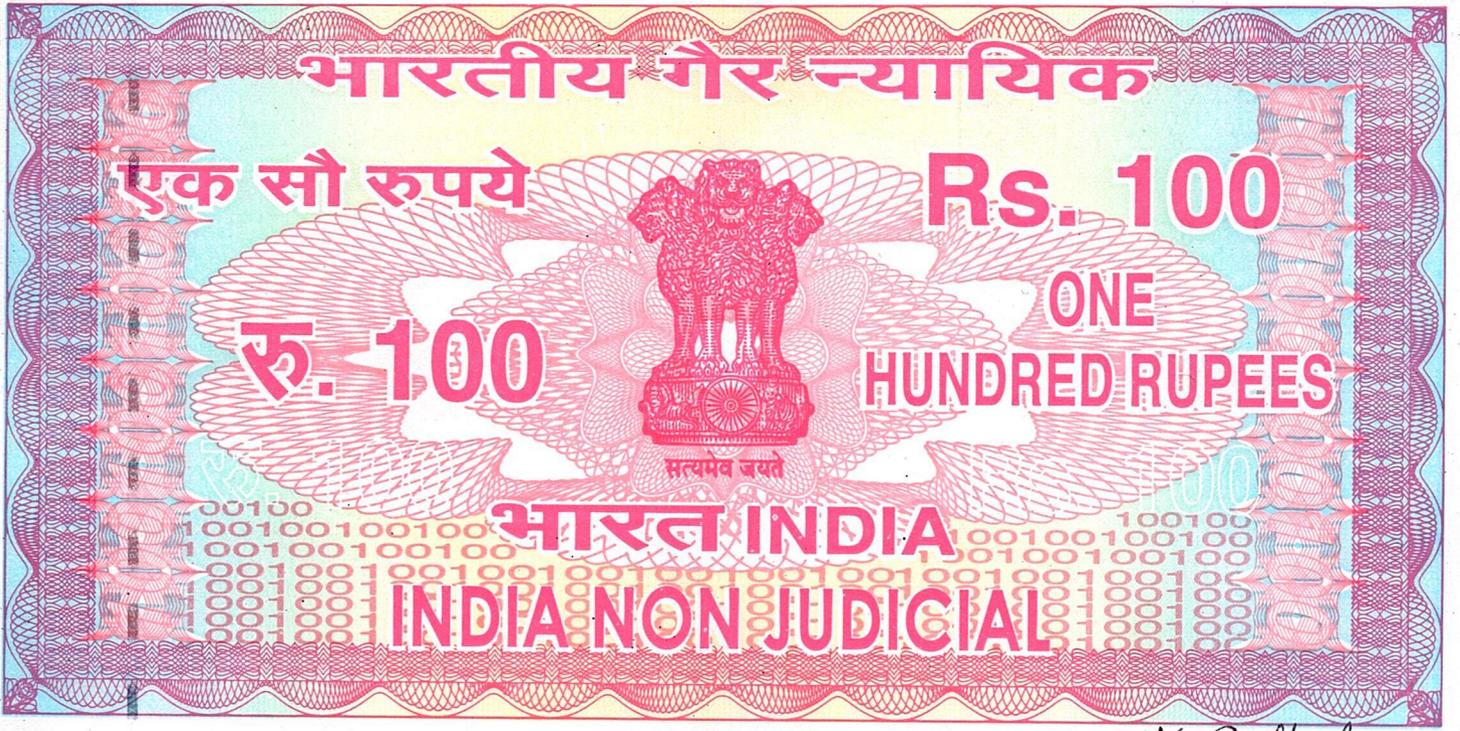
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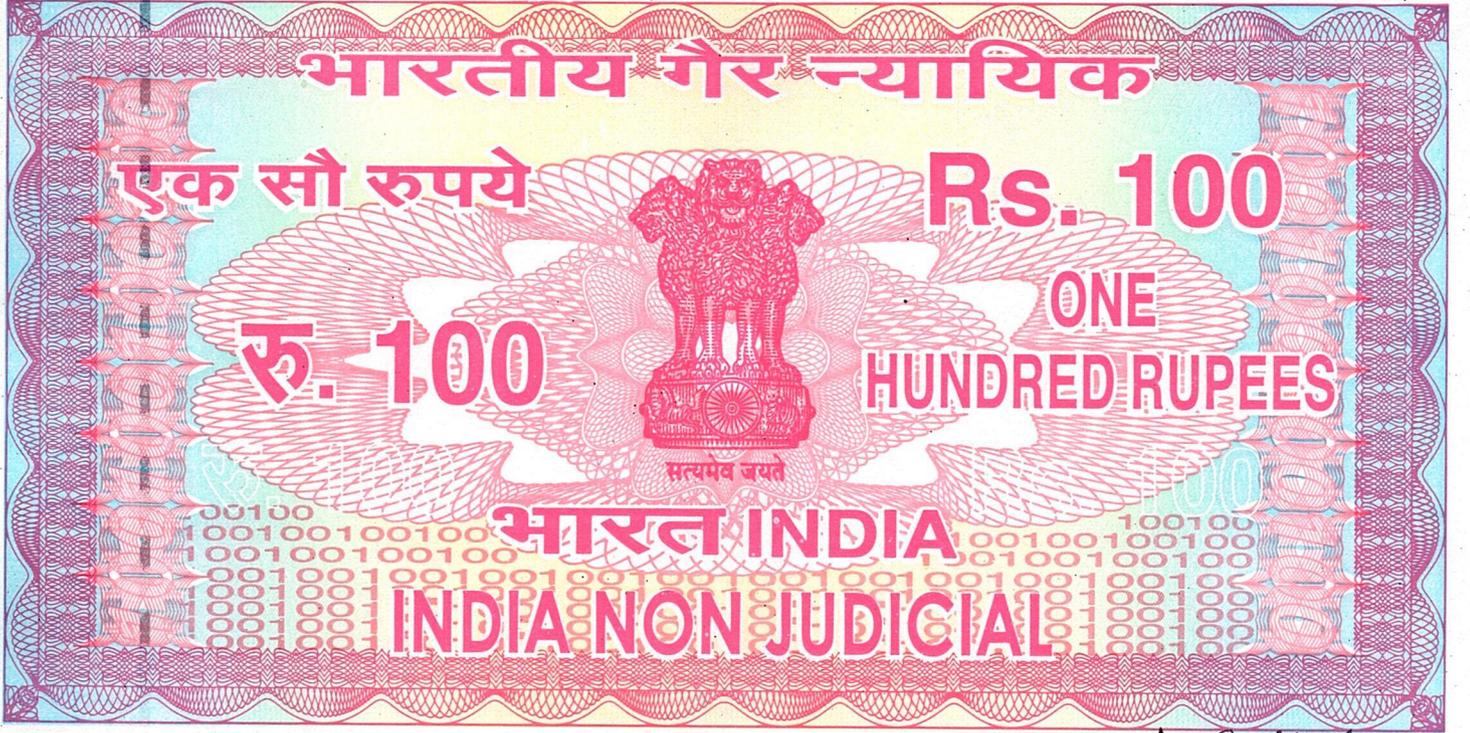
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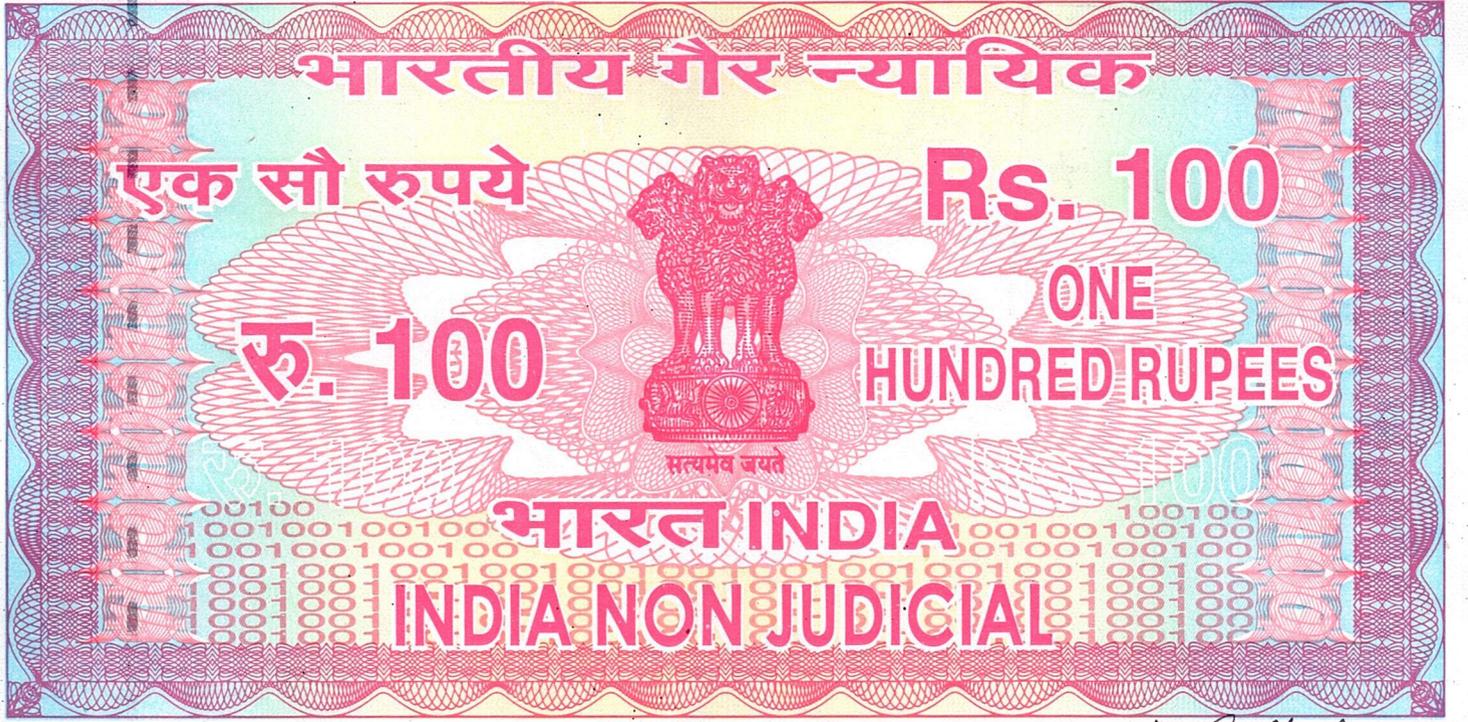
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Sold To: K. RAJENDRA PRASAD
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BANKER TO THE ISSUE AGREEMENT

dated

APRIL 5, 2022

Amongst

BHAGIRADHA CHEMICALS AND INDUSTRIES LIMITED

and

EMKAY GLOBAL FINANCIAL SERVICES LIMITED

and

ICICI BANK LIMITED

and

LINK INTIME INDIA PRIVATE LIMITED

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SCHEDULE I

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This **BANKER TO THE ISSUE AGREEMENT** (the “**Agreement**”), is entered on this 5 April 2022, at Mumbai by and among:

BHAGIRADHA CHEMICAL INDUSTRIES LIMITED a public limited company incorporated under the provisions of the Companies Act, 1956 with corporate identity number L24219TG1993PLC015963 having its registered office at 8-2-269/S/3/A, Plot No. 3, Sagar Society Road No. 2, Banjara Hills, Hyderabad – 500 034, Telangana, India (hereinafter referred to as the “**Company**” or the “**Issuer**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

EMKAY GLOBAL FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, as amended, and having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai – 400 028, Maharashtra, India (hereinafter referred to as the “**Lead Manager**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

ICICI BANK LIMITED, a company incorporated under the provisions of Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 having its registered office at ICICI Bank Tower, Bandra Kurla Complex, Mumbai 400051 Maharashtra, India and for the purpose of this Agreement acting through its branch situated at Capital Market Division, 5th Floor, HT Parekh Marg, Backbay Reclamation, Churchgate, Mumbai – 400020, Maharashtra, India (hereinafter referred to as the “**Escrow Collection Bank**” or the “**Allotment Bank**”, or the “**Refund Bank**”, as the context requires, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai – 400083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FOURTH PART**.

In this Agreement:

- (i) **ICICI Bank Limited**, is referred to as the “**Escrow Collection Bank**”, the “**Allotment Bank**” and the “**Refund Bank**”, as may be necessary;
- (ii) The Escrow Collection Bank, the Allotment Bank and the Refund Bank are collectively referred to as the “**Banker to the Issue**”; and
- (iii) The Company, the Lead Manager, the Banker to the Issue and the Registrar are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS

- A. The Company is proposing to make an issue of up to 20,95,924 Equity Shares of face value ₹10 each (**Issue Shares**) of our Company for cash at a price of ₹400 per Equity Share (including a share premium of ₹390 per Equity Share) (**Issue Price**), aggregating up to ₹8,383.70 lakh by our Company (**Issue**). The Issue comprises: (a) an issue of up to 19,55,224 Equity Shares to the Eligible Equity Shareholders of our Company on rights basis (**Rights Equity Shares**) in the ratio of 4 Rights Equity Shares for every 17 fully paid-up Equity Shares held by the Eligible Equity Shareholders on the Record Date, that is on Saturday, April 9, 2022 (**Rights Issue**); and (b) a reservation of up to 1,40,700 Equity Shares for the Eligible Employees of our Company (**Employee Reservation Shares**) aggregating up to ₹562.80 lakh (**Employee Reservation Portion**), in accordance with the provisions of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations along with the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (**SEBI**) and other applicable

statutory and/or regulatory requirements at such terms and conditions as may be decided by the Company, in consultation with the Lead Manager appointed for the Issue.

- B. The Board of Directors of the Company has pursuant to the resolutions dated 14 December 2021 and 4 January 2022 authorised the Issue and the Shareholders of the Company has pursuant to the resolution dated 5 February 2022 through postal ballot approved reservation of the Equity Shares for the Eligible Employees.
- C. The Company has approached and appointed Link Intime India Private Limited, as the Registrar to the Issue pursuant to and by way of an agreement dated _____ executed by and between the Company and the Registrar.
- D. The Company has appointed Emkay Global Financial Services Limited as the Lead Manager to manage the Issue. The Lead Manager has accepted the engagement on the terms and conditions of its engagement letter dated December 17, 2021 and the Issue Agreement.
- E. The Company has received in-principle approval from the BSE Limited (“**BSE**”) and the National Stock Exchange of India Limited (“**NSE**”, and along with BSE, the “**Stock Exchanges**”) for listing of the Issue Shares to be allotted in the Issue, through their letters dated 31 March 2022.
- F. Having regard to the need to conclude the process of Allotment (as defined herein below) and listing of the Issue Shares pursuant to the Issue, consistent with the statutory/regulatory requirements, it is required to appoint the Banker to the Issue to deal with the various matters relating to collection, appropriation and refund of Application Monies (as defined herein below), and other matters related thereto in relation to the Issue. Pursuant to SEBI Rights Issue Circular read with the SEBI Rights Issue Relaxation Circulars, all Applicants (including Renounees) are required to make an Application (as defined herein below) in the Issue either through the ASBA process or through the separate web-based application platform (“**R-WAP**”). Accordingly, in order to enable the collection, appropriation and refund of Application Monies in relation to the Issue and other matters related thereto and for the retention of Application Monies in the Allotment Account received from all Applicants and the transfer of funds from the Allotment Account, the Company, in consultation with the Lead Manager, has agreed to appoint ICICI Bank Limited as the Escrow Collection Bank, the Allotment Bank and the Refund Bank, as per the terms set out in this Agreement.
- G. In furtherance to the above and at the request of the Company, ICICI Bank Limited has agreed to act as the Banker to the Issue in order to enable the completion of the Issue, and in accordance with the process to be specified in the Letter of Offer and subject to the terms and conditions of this Agreement, to deal with the various matters relating to collection, appropriation and refund of Application Monies in relation to the Issue.
- H. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the operation of the Escrow Account, the Allotment Account and the Refund Account as opened and maintained by the Banker to the Issue, in such capacity in accordance with this Agreement, the Letter of Offer and the SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time along with other roles and responsibilities as may be specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS AND INTERPRETATION

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

- 1.1.1 “**Affiliates**” with respect to any Party shall mean (a) any other person that, directly or indirectly,

through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any other person which is a holding or subsidiary or associate or joint venture of such Party, and/or (c) any other person in which such Party has a “significant influence” or which has “significant influence” over such Party, where “significant influence” over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, (i) the term “holding Company” “subsidiary” and “Associates” have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013 respectively; and (ii) the term “**Promoter**”, will have the respective meanings set forth in the SEBI ICDR Regulations;

- 1.1.2 “**Agreement**” shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.3 “**Allotment**” or “**Allotted**” shall mean the allotment of Issue Shares to successful Applicants pursuant to the Issue;
- 1.1.4 “**Allotment Account**” shall mean the Allotment Account opened by ICICI Bank Limited under the name “BCIL – Rights Issue Allotment Account”, into which the Application Money lying to the credit of the Escrow Account and blocked in the ASBA Account with respect to successful Applicants will be transferred on the Transfer Date;
- 1.1.5 “**Applicable Law**” shall mean any applicable law, regulation, byelaw, rule, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchanges (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the SCRA as defined hereafter, the SCRR (as defined hereafter), the Companies Act (as defined hereinafter) the SEBI ICDR Regulations, the SEBI Listing Regulations (as defined hereafter), the Foreign Exchange Management Act, 1999 and rules and regulations thereunder (“**FEMA**”), including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India (“**GoI**”), the Registrar of Companies (as defined hereinafter), SEBI, RBI (as defined hereinafter), the Stock Exchanges or by any other Governmental Authority and similar agreements, rules, regulations, orders and directions in force, whether in India or overseas;
- 1.1.6 “**Applicants**” / “**Investors**” shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) and / or Eligible Employees who are entitled to apply or make an application for Allotment of Issue Shares pursuant to the Issue;
- 1.1.7 “**Application**” shall mean application made through: (i) submission of the Application Form or plain paper application to the Designated Branch of the SCSBs or online / electronic application through the website of the SCSBs (if made available by such SCSBs) under the ASBA process; or (ii) filling the online Application Form available on R-WAP (instituted only for resident Investors other than Eligible Employees, in the event such Investors are not able to utilize the ASBA facility for making an Application despite their best efforts), to subscribe to the Issue Shares at the Issue Price.
- 1.1.8 “**Application Form**” shall mean CAF and / or EAF;
- 1.1.9 “**Application Money**” / “**Application Amount**” shall mean aggregate amount payable in respect of the Issue Shares applied for in the Issue at the Issue Price.
- 1.1.10 “**Application Supported by Blocked Amount**”/ “**ASBA**” shall mean the Application (whether physical or electronic) used by an Applicant to make an Application authorising the SCSB to block

the Application Money in the ASBA Account of the Applicant, maintained with the SCSB;

- 1.1.11 “**Banker to the Issue**” shall mean ICICI Bank Limited acting as the Escrow Collection Bank, the Allotment Bank and the Refund Bank;
- 1.1.12 “**Banking Hours**” shall mean in respect of the Banker to the Issue, their official working hours in Mumbai i.e. 10:00 am to 05:00 pm;
- 1.1.13 “**Basis of Allotment**” means the basis on which the Issue Shares will be Allotted in the Issue to successful Applicants, in consultation with the Designated Stock Exchange, and as detailed in the Letter of Offer;
- 1.1.14 “**Beneficiaries**” shall, in the first instance, mean the non-ASBA Investors, whose Applications have been accepted and whose Application Money has been transferred into the Escrow Account (such non-ASBA Investors shall be the beneficiaries under this Agreement in relation to their respective Application Money, however, subject to the terms of this Agreement) and in the second instance, upon finalisation of the Basis of Allotment, the Company;
- 1.1.15 “**BSE**” shall mean BSE Limited;
- 1.1.16 “**Business Day**” shall mean any day, other than second and fourth Saturday and Sunday or public holidays, on which commercial banks in Mumbai are open for business;
- 1.1.17 “**Common Application Form or CAF**” shall mean the form used by an Investor other than Eligible Employees to make an application for the Allotment of Issue Shares in the Issue, in accordance with the SEBI Rights Issue Circulars;
- 1.1.18 “**Company**” or “**Issuer**” shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.19 “**Companies Act**” shall mean the Companies Act, 2013, and the rules and regulations framed thereunder, each as amended and to the extent notified;
- 1.1.20 “**Designated Branches**” shall mean those branches of the SCSBs which shall collect the Application Form or the plain paper application, as the case may be in physical form, used by the ASBA investors;
- 1.1.21 “**Designated Stock Exchange**” shall mean such stock exchange as defined in the Letter of Offer;
- 1.1.22 “**Employee Application Form / EAF**” shall mean the application form used by the Eligible Employees to make an application for Allotment of Employee Reservation Shares under the Employee Reservation Portion;
- 1.1.23 “**Eligible Employees**” means a permanent and full-time employee of the Company including a Director of the Company, whether whole-time or part-time as on the Record Date, who is an Indian national and is based, working and present in India and who continues to be in such employment till the finalisation of the basis of Allotment in consultation with the Designated Stock Exchange, but excludes (i) Promoters, (ii) a person belonging to the Promoter Group; (iii) independent director of the Company; or (iv) a director of the Company who either himself/herself or through their relatives or through any body corporate, directly or indirectly, holds more than 10% of the outstanding Equity Shares of the Company;
- 1.1.24 “**Eligible Equity Shareholder**” shall mean a holder of Equity Shares, as on the Record Date;
- 1.1.25 “**Escrow Account**” shall mean the account established in accordance with Clause 2.2 of this Agreement;

- 1.1.26 “**Equity Shares**” shall mean the existing equity shares of the Company having face value of ₹ 10 each;
- 1.1.27 “**Governmental Authority**” shall include the SEBI, the Stock Exchanges, any Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;
- 1.1.28 “**Issue**” shall have the meaning ascribed to such term in the Recital A to this Agreement;
- 1.1.29 “**Issue Agreement**” shall mean the agreement entered into between the Company on the one hand and the Lead Manager on the other hand, pursuant to which, certain arrangements are agreed to in relation to the Issue;
- 1.1.30 “**Issue Amount**” shall refer to the sum total of the Application Money received from the Applicants towards Allotment of the Issue Shares in the Issue;
- 1.1.31 “**Issue Closing Date**” shall mean the date after which (i) the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)) and; (ii) the Registrar (through the R-WAP facility), will not accept any Applications for the Issue, as intimated by the Company or the Lead Manager to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;
- 1.1.32 “**Issue Documents**” shall mean the Letter of Offer, the Abridged Letter of Offer, the Application Form and the Rights Entitlement Letter together with all amendments, corrigendum, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.33 “**Issue Opening Date**” shall mean the date on which (i) the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such SCSBs)) and; (ii) the Registrar (through the R-WAP facility) shall start accepting Applications for the Issue, as intimated by the Company or the Lead Manager to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;
- 1.1.34 “**Issue Shares**” shall collectively mean Rights Equity Shares and Employee Reservation Portion Shares;
- 1.1.35 “**Lead Manager**” or “**LM**” shall have the meaning given to such term in the preamble to this Agreement;
- 1.1.36 “**Letter of Offer**” shall mean the letter of offer proposed to be filed with the Stock Exchanges and SEBI containing *inter-alia*, the Issue Price, the size of the Issue and certain other Issue related information and shall include the abridged version of the Letter of Offer, and all amendments, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.37 “**Material Adverse Effect**” shall mean, individually or in the aggregate, a material adverse effect, or any development reasonably likely to involve a material adverse change, whether or not arising in the ordinary course of business (a) on the reputation, condition, financial, legal or otherwise, or in the assets (including properties), liabilities, revenues, profits, cash flows, business, management, operations or prospects, results of operations, general affairs or ability to conduct business activities or own or lease assets of the Company or its subsidiaries as a whole, (including without limitation any material loss or interference with its business from fire, explosion, flood epidemic/ pandemic or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree and any change pursuant to any restructuring) or (b) on the ability of the Company to execute or deliver this Agreement or the Engagement Letter or the Registrar Agreement or the

Banker to the Issue Agreement, or perform its obligations under, or to consummate the transactions contemplated by this Agreement, the Engagement Letter or the Registrar Agreement or the Banker to the Issue Agreement, including the issuance, Allotment and delivery of the Equity Shares to the successful Applicants;

- 1.1.38 “**Monitoring Account**” shall mean the account wherein the Issue Amount lying to the credit of the Allotment Account, with respect to successful Applicants, will be transferred on the Transfer Date;
- 1.1.39 “**NACH**” shall mean National Automated Clearing House utilised for transactions for debit clearing and credit clearing;
- 1.1.40 “**NEFT**” shall mean National Electronic Fund Transfer in terms of the regulations and directions issued by the Reserve Bank of India or any regulatory or statutory body;
- 1.1.41 “**NSE**” shall mean National Stock Exchange of India Limited;
- 1.1.42 “**RBI**” shall mean the Reserve Bank of India;
- 1.1.43 “**Record Date**” shall mean the designated date for the purpose of determining the shareholders of the Company and employees of the Company which are eligible to apply for Issue Shares in the Issue.
- 1.1.44 “**Refund Account**” shall mean the account opened with “BCIL – Rights Issue Refund Account” in its capacity as the Refund Bank, from which refunds, if any, of the whole or part of the Issue Amount shall be made and which shall be operated in accordance with the terms hereof;
- 1.1.45 “**Registrar**” or “**Registrar to the Issue**” shall have the meaning given to such term in the preamble to this Agreement;
- 1.1.46 “**Registrar of Companies**”/ “**RoC**” shall mean the Registrar of Companies, Hyderabad;
- 1.1.47 “**Renouncee(s)**” shall mean person(s) who has/have acquired Rights Entitlements from the Eligible Equity Shareholders on renunciation either through On Market Renunciation or through Off Market Renunciation in accordance with the SEBI ICDR Regulations, the SEBI – Rights Issue Circular, the Companies Act and any other applicable law;
- 1.1.48 “**Rights Entitlements**” shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by such Eligible Equity Shareholder on the Record Date;
- 1.1.49 “**Right Equity Shares**” shall mean the equity shares of the Company to be Allotted on a rights basis, upon Allotment;
- 1.1.50 “**RTGS**” shall mean Real Time Gross Settlement;
- 1.1.51 “**R-WAP**” shall mean the Registrar’s web-based application platform for accessing/submitted Applications, which has been instituted as an optional mechanism in accordance with SEBI R-WAP circulars;
- 1.1.52 “**Self-Certified Syndicate Bank**” or “**SCSB**” shall mean a self-certified syndicate bank registered with SEBI, which offers the facility of ASBA;
- 1.1.53 “**SEBI**” shall mean the Securities and Exchange Board of India;
- 1.1.54 “**SEBI ICDR Regulations**” shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, including the

relevant circulars notified by SEBI thereunder;

- 1.1.55 “**SEBI Rights Issue Circular**” shall mean the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2020/13 dated January 22, 2020;
- 1.1.56 “**SEBI Rights Issue Relaxation Circulars**” shall mean the SEBI circular bearing reference no. SEBI/HO/CFD/CIR/CFD/DIL/67/2020 dated April 21, 2020 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/ CIR/P/2020/78 dated May 6, 2020 (read with SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020, SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2021/13 dated January 19, 2021, SEBI circular SEBI/HO/CFD/DIL2/CIR/P/2021/552 dated April 22, 2021 and SEBI Circular SEBI/HO/CFD/DIL2/CIR/P/2021/633 dated October 1, 2021 and subsequent circulars issued by SEBI by time to time);
- 1.1.57 “**SEBI R- WAP Circulars**” shall mean the SEBI circulars bearing reference numbers SEBI/HO/CFD/DIL2/CIR/P/2021/633 dated October 1, 2021, SEBI/HO/CFD/DIL2/CIR/P/2021/552 April 22, 2021, SEBI/HO/CFD/DIL1/CIR/P/2021/13 dated January 19, 2021, SEBI/HO/CFD/DIL1/CIR/P/2020/136 dated July 24, 2020 and SEBI/HO/CFD/DIL2/CIR/P/2020/78 dated May 6, 2020, for accessing/ submitting online Application Forms by resident public Investors;
- 1.1.58 “**Stock Exchanges**” shall collectively mean BSE and NSE;
- 1.1.59 “**Surplus Amount**” shall mean such portion of the Application Money received pursuant to the Issue for which the Issue Shares applied for are not Allotted;
- 1.1.60 “**Transfer Date**” shall mean the effective date on which instruction is given to transfer the Application Money held in the Escrow Account and Application Money blocked in the ASBA Accounts to be transferred to the Allotment Account and/or Refund Account, upon finalisation of the Basis of Allotment and as approved by the Designated Stock Exchange; and
- 1.1.61 “**Working Day**” shall have the meaning ascribed to it under Regulation 2(1)(mmm) of the SEBI ICDR Regulations.

1.2 **Interpretation:**

In this Agreement, unless the context otherwise requires:

- 1.2.1 words denoting the singular number shall include the plural and vice versa;
- 1.2.2 words denoting a person shall include an individual, corporation, company, partnership, trust or other entity, whether incorporated or not;
- 1.2.3 heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.4 references to the word “include” or “including” shall be construed without limitation;
- 1.2.5 references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- 1.2.6 references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- 1.2.7 a reference to a clause, paragraph, recital, preamble or annexure is, unless indicated to the contrary,

a reference to a Clause, Paragraph, Recital, Preamble or Annexure of this Agreement;

- 1.2.8 unless otherwise defined the reference to the word 'days' shall mean calendar days;
- 1.2.9 reference to any other statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted; and
- 1.2.10 capitalised terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Letter of Offer;

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

2 BANKER TO THE ISSUE, ESCROW ACCOUNT, ALLOTMENT ACCOUNT AND REFUND ACCOUNT

- 2.1 At the request of the Company, the Banker to the Issue hereby agrees to act as such, in relation to the Issue, and to perform such function/duties and provide such services that a banker to an issue is generally expected to provide, in order to enable the completion of the Issue in accordance with the process specified in the Letter of Offer, this Agreement, the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars and other Applicable Law. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the accounts opened and maintained with it, for the Issue, which shall be in accordance with this Agreement and in accordance with the Letter of Offer, the SEBI ICDR Regulations and other Applicable Law.
- 2.2 Simultaneously with the execution of this Agreement, the Escrow Collection Bank shall establish a 'no-lien' and non-interest bearing account with itself (hereinafter referred to as the "**Escrow Account**") which shall be a current account established by the Company to receive the transfer of Application Monies from resident Investors making an Application through the R-WAP facility. The Escrow Account shall be designated as "BCIL – RIGHTS ISSUE ESCROW ACCOUNT". The Escrow Collection Bank shall, immediately and not later than 1 (one) Business Day of the opening of the Escrow Account, intimate the Lead Manager and the Company with copy to Registrar, in writing of opening of the Escrow Account, in the manner set forth in **Annexure H**. The Parties hereby agree that the Company is allowed to inquire about and view details of the funds lying to the credit of the Escrow Account, at such time as it may deem fit, using internet facility, but shall not provide any instruction unilaterally in relation to the monies lying credit of the Escrow Account.
- 2.3 Simultaneously with the execution of this Agreement, the Allotment Bank shall establish a 'no-lien' and non-interest bearing account with itself (hereinafter referred to as the "**Allotment Account**"), which shall be a current account established by the Company to receive the transfer of Application Monies in case of successful Applicants from the Escrow Account and the ASBA Accounts on the Transfer Date. The Allotment Account shall be designated as "BCIL – RIGHTS ISSUE ALLOTMENT ACCOUNT". The Allotment Bank shall, immediately and no later than 1 (one) Business Day of the opening of the Allotment Account, intimate the Lead Manager and the Company with the copy to Registrar, in writing of opening of the Allotment Account, in the manner set forth in **Annexure H**.
- 2.4 Simultaneously with the execution of this Agreement, the Refund Bank shall establish one or more 'no-lien' and non-interest bearing account with itself (hereinafter referred to as the "**Refund Account**") which shall be opened by the Company to refund and transfer monies to relevant Applicants/ Beneficiaries in terms of this Agreement. The Refund Account shall be designated as "BCIL – RIGHTS ISSUE REFUND ACCOUNT". The Refund Bank shall, immediately and no later than 1 (one) Business Day of the opening of the Refund Account, intimate the Lead Manager and the Company with the copy to Registrar, in writing of opening of the Refund Account, in the manner set forth in **Annexure H**.
- 2.5 The Parties acknowledge and agree that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars, all Investors are required to make an Application in the Issue by either using the ASBA process or the R-WAP facility.

- 2.6 The Company shall execute all documents and provide further information as may be required by the Banker to the Issue for the establishment of the above accounts, namely the Escrow Account, the Allotment Account and the Refund Account. The monies lying to the credit of the Escrow Account, Allotment Account and the Refund Account shall be held by the Banker to the Issue, solely for the benefit of the Beneficiaries, determined in accordance with the terms of this Agreement and Applicable Law. The Banker to the Issue shall neither have any lien, encumbrance or any other right in respect of the amounts standing to the credit of any of the Escrow Account and/or the Allotment Account and/or the Refund Account, nor have any right to set off, against such amount, any other amount claimed by the Banker to the Issue against the Company or any person, including by reason of non-payment of charges or fees to the Banker to the Issue, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever.
- 2.7 The operation of the Escrow Account, the Allotment Account and the Refund Account, by the Escrow Collection Bank, the Allotment Bank and the Refund Bank, each in their respective capacities, shall be strictly in accordance with the terms of this Agreement and Applicable Law. None of the Escrow Account or the Allotment Account or the Refund Account shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.
- 2.8 The Banker to the Issue hereby agree, confirm and declare that they do not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amounts lying to the credit of any of the Escrow Account and/or the Allotment Account and/or the Refund Account, as the case maybe, and that such amounts shall be held and transferred from such accounts in accordance with the provisions of this Agreement, Applicable Law and the instructions issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.
- 2.9 The Banker to the Issue acknowledges the COVID-19 pandemic situation and is cognizant of the resultant lockdowns and other applicable restrictions, and hereby represents, warrants, covenants and undertakes, that it is has the necessary competence, facilities and infrastructure to act as the Banker to the Issue and discharge its duties and obligations under this Agreement, including during any lockdown or other restriction on account of the COVID-19 situation.
- 2.10 The Banker to the Issue hereby agree and confirm that they shall comply with the terms of this Agreement, the Letter of Offer, Applicable Law along with all directives or instructions issued by SEBI or any other regulatory authority, the Company, the Lead Manager and the Registrar, in connection with its responsibilities as a Banker to the Issue.

3 OPERATION OF THE ESCROW ACCOUNT, THE ALLOTMENT ACCOUNT AND THE REFUND ACCOUNT

3.1 Deposits into the Escrow Account

- 3.1.1 The Application Money (in Indian Rupees only) received in relation to Applications made by the resident Investors through the R-WAP process in the manner set forth in the Letter of Offer, shall be deposited with the Escrow Collection Bank by being credited upon realisation to the Escrow Account. All amounts lying to the credit of the Escrow Account shall be held solely for the benefit of the Beneficiaries in accordance with the terms of this Agreement.
- 3.1.2 The payment instructions for electronic payment into the Escrow Account through R-WAP, shall be in favour of the Escrow Account specified in Clause 2.2, as applicable.

3.2 Withdrawals and/or Application Monies credited to the Escrow Account, the Allotment Account and/or the Refund Account

- 3.2.1 The Banker to the Issue agrees and acknowledges that, in terms of Regulation 76 of the SEBI ICDR

Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars, and Applicable Law, all Investors are required to make an Application in the Issue by either using the ASBA process or the R-WAP facility. Further, the Banker to the Issue confirms that it shall not accept any Application Form from any Applicant in the Issue, except in its capacity as an SCSB. The Banker to the Issue shall strictly follow the instructions of the Lead Manager and the Registrar in this regard.

- 3.2.2 In the event of any inadvertent error in calculation of any amounts to be transferred from the Escrow Account to the Allotment Account or the Refund Account, as the case may be, the Lead Manager and/or the Registrar as may be applicable, may pursuant to an intimation in writing to the Banker to the Issue, as necessary, provide revised instructions to such Banker to the Issue, as applicable, to transfer the specified amounts to either the Allotment Account or the Refund Account, as the case may be, provided that such revised instructions shall be issued by the Lead Manager along with the Company and the Registrar promptly upon becoming aware of such error having occurred duly signed by the same Parties (or erroneous instruction having been delivered). On the issuance of revised instructions as per this Clause 3, the erroneous instruction(s) previously issued in this regard to the Banker to the Issue, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause 3, without any further act, intimation or instruction being required from or by any Party, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the Lead Manager and/or the Registrar duly signed by the same Parties in terms of this Clause 3.
- 3.2.3 The withdrawals and application of amounts credited to the Escrow Account shall be appropriated or refunded, as the case may be, on the happening of certain events and in the manner more particularly described herein below:
- 3.2.4 ***Failure of the Issue***
- (a) The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:
- (i) any event due to which the process of Applications cannot start on the dates mentioned in the Letter of Offer (including any revisions thereof) or the Issue not opening on the Issue Opening Date or any other revised date agreed between the Parties for any reason; or
 - (ii) the Issue shall have become illegal or non-compliant with Applicable Law or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to Applicable Law or any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue; or
 - (iii) the declaration of the intention of the Company, in consultation with the Lead Manager, to withdraw and/or cancel and/or abandon the Issue at any time after the Issue Opening Date but prior to the Transfer Date, subject to compliance with the SEBI ICDR Regulations and circulars issued thereunder; or
 - (iv) non-receipt of any requisite regulatory approval in relation to the Issue, in a timely manner or at all, in accordance with the Applicable Law or at all, including the refusal by a Stock Exchange to grant the final listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchange within the period specified under Applicable Law; or
 - (v) the engagement letter of the Lead Manager or the Issue Agreement between the Company and the Lead Manager (after its execution) is terminated in accordance with its terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf; or
 - (vi) non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Law, including, the listing and trading approval; or

- (vii) such other event as may be agreed upon, in writing, by the Company and the Lead Manager.
- (b) The Company and the Lead Manager shall, on becoming aware of an event specified in Clause 3.2.4(a) or following receipt of the relevant information regarding such event, jointly, intimate in writing to the Banker to the Issue and the Registrar of the occurrence of any event specified in Clause 3.2.4(a), in the manner as set forth in **Annexure F**.
- (c) On receipt of written intimation of the failure of the Issue, jointly, from the Company and the Lead Manager, the Registrar, shall forthwith, but not later than 1 (one) Business Day following the reconciliation of accounts with the Banker to the Issue, provide to the Lead Manager, the SCSBs, the Banker to the Issue and the Company (i) a list of Beneficiaries and the amounts to be refunded to such Beneficiaries; and (ii) a list of Applicants for unblocking of the Application Monies in the relevant ASBA Accounts. The Registrar agrees to be bound by any such joint instructions from the Company and the Lead Manager and agrees to render all requisite cooperation and assistance in this regard.
- (d) The Lead Manager, along with the Company and the Registrar shall, on receipt of information as specified in Clause 3.2.4(b), issue instructions, as applicable (i) to the SCSBs to unblock all the Application Monies, blocked in the ASBA Accounts of the Applicants; (ii) to the Escrow Collection Bank, in the manner set forth in **Annexure I** for transferring the monies standing to the credit of the Escrow Account maintained with it to the Refund Account maintained with the Refund Bank; and/or (iii) in the event the Application Monies have been transferred to the Allotment Account, prior to the occurrence of an event of failure of the Issue, to the Banker to the Issue, in the manner set forth in **Annexure E** for transferring the Application Monies standing to the credit of the Allotment Account maintained with the Allotment Bank to the Refund Account. Further, the Lead Manager along with the Company and the Registrar, shall issue instructions to the Refund Bank as set forth in **Annexure J** for transferring the monies from the Refund Account to the relevant Applicants.
- (e) The Banker to the Issue shall upon receipt of an intimation in writing as per Clause 3.2.4(b) and upon receipt of the list of Beneficiaries and the amounts to be refunded to such Beneficiaries in accordance with Clause 3.2.4(c), after notice to the Lead Manager and the Company, forthwith but not later than 1 (one) Business Day, ensure the transfer of any amounts standing to the credit of the Escrow Account and/or the Allotment Account, as applicable, to the Refund Account and subsequently to the respective bank accounts of the Beneficiaries, in accordance with the procedure set forth in the Letter of Offer.
- (f) The Refund Bank, in its capacity as such, confirms that it has the relevant technology/processes to ensure that refunds required to be made pursuant to the failure of the Issue as per Clauses 3.2.4(a) or 3.2.5 of this Agreement, shall be (a) credited to the respective bank accounts of the Investors from which the Application Money was paid into the Escrow Account, in case of Applications through the R-WAP facility; or (b) remitted to the respective ASBA bank accounts of the Investors where the Application Money was blocked for Applications under the ASBA process, in the event the Application Monies have been transferred to the Refund Account from the Allotment Account, upon the occurrence of an event of failure of the Issue. Such Beneficiaries/Applicants will be sent a refund intimation (by way of an email) informing them about the credit of refund, within 12 (twelve) Working Days after the Issue Closing Date by the Registrar.
- (g) The Banker to the Issue shall be discharged of its legal obligations under this Agreement if it has acted in a *bona-fide* manner and in good faith in accordance with the terms of this Agreement and Applicable Law. In the event that the Banker to the Issue due to their wilful misconduct, cause delay in the implementation of any instructions fails in the implementation of any such instructions or the performance of its obligations set forth in this Agreement, it shall be liable for such damages as may be incurred or claimed against any Party for any losses and damages as may be decided by the arbitrator in the proceedings as per Clause 14 of this Agreement and for any costs, charges and expenses resulting from such delay in relation to any claim, demand, suit or other proceeding instituted against the Company, the Lead Manager, and/or the Registrar by any Applicant or any other Party or any fine or penalty imposed by any Governmental Authority or regulatory authority.

3.2.5 *Events other than failure of the Issue*

In the event, the Issue is not completed in the manner described in the Letter of Offer, the SEBI ICDR Regulations and any other Applicable Law after the funds are transferred to the Allotment Account, the Lead Manager shall, along with the Company and Registrar, as provided in **Annexure E**, intimate the Banker to the Issue in writing and the Banker to the Issue shall, after notice to the Lead Manager and the Company, forthwith but not later than 1 (one) Business Day from the receipt of instructions in this respect, ensure that such funds are transferred from the Allotment Account to the Refund Account. The Refund Bank shall refund such amounts, within 1 (one) Business Day of the transfer of such amount to the Refund Account, to all Beneficiaries in accordance with the Applicable Law. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held solely for the benefit of the Beneficiaries without any right or lien thereon.

3.2.6 *Completion of the Issue*

- (a) The Company and/ or Lead Manager shall, after the filing of the Letter of Offer with the Designated Stock Exchange, intimate in writing in the prescribed format (specified in **Annexure A** hereto), the Issue Opening Date and the Issue Closing Date to the Banker to the Issue and the Registrar, at least 1 (one) Business Day prior to such Issue Opening Date and Issue Closing Date respectively. In case, the Issue is extended by the Company, the Company and/ or Lead Manager shall communicate such extension and new issue closing date before the original Issue Closing Date, to the Banker to the Issue.
- (b) Post closure of the Issue, the Escrow Collection Bank shall, immediately and not later than the Issue Closing Date, provide the Company and the Lead Manager the final statement of the total Application Money lying to the credit of the Escrow Account. The Escrow Collection Bank, in co-ordination with the Registrar, shall also provide to the Lead Manager and the Company, daily information with respect to the collection of Application Monies in the Escrow Account.
- (c) On the finalisation of the Basis of Allotment, as approved by the Designated Stock Exchange, the Company shall, in writing in the prescribed format (specified in **Annexure B** hereto), intimate to the Lead Manager, the details of the Monitoring Account to which the Application Money lying to the credit of the Allotment Account, with respect to successful Applicants, shall be transferred to, post receipt of the final listing and trading approvals. All Application Monies blocked under the ASBA process shall also get credited to the Allotment Account on or after the Transfer Date.
- (d) On the Transfer Date, pursuant to the finalisation of the Basis of Allotment as approved by the Designated Stock Exchange, the Registrar shall give instructions to the relevant SCSBs to credit all Application Monies blocked under the ASBA process to the relevant Allotment Account in terms of Clause 4.17 of this Agreement. On the Transfer Date, pursuant to the finalisation of the Basis of Allotment as approved by the Designated Stock Exchange, the Banker to the Issue shall transfer such amounts; (i) upon receipt of joint instructions from the Lead Manager along with the Company and the Registrar, in the form as set out in **Annexure K**, lying to the credit of the Escrow Account to the Allotment Account in accordance with Clause 3.2.6(c) above within Banking Hours, relating to Application Monies with respect to successful Applicants; and (ii) upon receipt of instructions from the Lead Manager along with the Company and the Registrar in the form as set out in **Annexure I**, lying to the credit of the Escrow Account to the Refund Account, within Banking Hours, relating to Application Monies with respect to unsuccessful Applicants, as per the Basis of Allotment as approved by the Designated Stock Exchange. Thereupon, in relation to such amounts, the Investors shall have no beneficial interest therein except in relation to the amounts that are due to be refunded to them in terms of the Letter of Offer, this Agreement and Applicable Law. For the avoidance of doubt, it is clarified that the Investors shall continue to be Beneficiaries in relation to any Surplus Amount and, subject to finalisation of the Basis of Allotment, the Company shall be the Beneficiary in respect of the amount transferred to the Allotment Account. The Surplus Amount shall be transferred to the Refund Account at the joint instructions of the Lead Manager along with the Company and the Registrar, in accordance with the procedure specified in the Letter of Offer and the relevant Banker to the Issue shall confirm the same to the Lead Manager and the Company.
- (e) The Escrow Collection Bank and Allotment Bank, on the Transfer Date, upon receipt of joint instructions

from the Lead Manager along with the Company and the Registrar, as applicable, in accordance with **Annexure K** and **Annexure I**, in relation to the transfers to be made to the Allotment Account and the Refund Account, as applicable, shall transfer, within Banking Hours, the Application Monies and/or the Surplus Amount, i.e., amounts liable to be refunded in accordance with the applicable statutory and/or regulatory requirements, to the Allotment Account and/or the Refund Account, as applicable.

- (f) Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Allotment Account, the following specific provisions shall be applicable:
- (i) The Company agrees to retain requisite amount towards preliminary Issue expenses, including, without limitation lead management fees, advisory fees and other issue expenses payable by the Company, in the Allotment Account until such time as the Lead Manager along with the Company and Registrar instructs the Banker to the Issue, as per **Annexure C**, with a copy to the Company.
 - (ii) The Lead Manager shall, along with the Company and Registrar, following the receipt of the final listing and trading approvals from the Stock Exchanges, provide the Allotment Bank, in the prescribed form (specified in **Annexure C** hereto), instructions stating the details of the payment towards lead management fees, advisory fees and other issue expenses payable by the Company.
 - (iii) The instructions in form of **Annexure C** issued by the Lead Manager along with the Company and Registrar shall be binding on the Allotment Bank irrespective of any contrary claim or instructions from any Party, including the Company. This provision is an irrevocable instruction from the Lead Manager along with the Company and Registrar to the Allotment Bank, to debit the Allotment Account as per the details contained in **Annexure C**.
 - (iv) The Banker to the Issue shall at all times, until instructions in accordance with **Annexure C** are received by it from the Lead Manager along with the Company and Registrar, retain the amount payable to the Lead Manager as fees and expenses and other issue expenses payable by the Company, in the Allotment Account and shall not act on any other instructions to the contrary by any person, including that of the Company.
 - (v) The Lead Manager along with the Company and the Registrar shall give specific joint instructions to the Allotment Bank, as per **Annexure D** along with a copy of the listing and trading approvals from the Stock Exchanges, to release and transfer the balance monies (post deduction of the Issue expenses) lying to the credit of the Allotment Account to the Companies Account. The instructions in the form of **Annexure D** jointly issued by the Lead Manager along with the Company and the Registrar shall be binding on the Allotment Bank irrespective of any contrary claim or instructions from any Party. This provision is an irrevocable joint instruction from the Lead Manager along with the Company and the Registrar to the Allotment Bank, to debit the Allotment Account as per the details contained in **Annexure D**. The written instructions as per **Annexure C** and **Annexure D** shall be valid instructions if signed by the persons named in Clause 21 and whose specimen signatures are contained herein. The written instructions as per **Annexure D** shall be a valid instruction if signed by the Lead Manager along with the Company and Registrar.
 - (vi) Following the payment of all amounts as specified in **Annexure C** and **Annexure D**, the Company shall have full recourse to any balance amounts remaining in the Allotment Account.

3.2.7 **Refunds**

- (a) In the event of a failure to complete the Issue in accordance with Clauses 3.2.4(a) and/or 3.2.5 of this Agreement, if the Application Monies have already been transferred to the Allotment Account, then upon receipt of joint written instructions from the Lead Manager along with the Company and the Registrar, in the form provided in **Annexure E**, the Allotment Bank shall forthwith transfer the amounts lying credit of the Allotment Account to the Refund Account and the Refund Bank shall make payments in accordance with Applicable Law. All refunds under this Agreement shall be payable by the Refund Bank and until such

refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Beneficiaries without any right or lien thereon.

- (b) In accordance with the procedure set out in the Letter of Offer, the Lead Manager along with the Company and the Registrar shall, in the form provided in **Annexure I** hereto provide the Escrow Collection Bank, with joint instructions for the Surplus Amount, lying to the credit of the Escrow Account, if any, to be transferred to the Refund Account. Further, on or before the Transfer Date, the Registrar along with the Company and the Lead Manager shall also provide the Refund Bank with details of the Applicants to whom refunds have to be made from the Refund Account in the form provided in **Annexure J** hereto.
- (c) The Escrow Collection Bank agrees that it shall immediately and in any event not later than 1 (one) Business Day of receipt of instruction as per Clause 3.2.7(b), transfer the Surplus Amount to the Refund Account, with notice to the Company, the Lead Manager and the Registrar. The Refund Bank shall immediately and in any event not later than 1 (one) Business Day of the receipt of instruction as per Clause 3.2.7(b), issue refund instructions to the electronic clearing house, with notice to the Lead Manager, the Company and the Registrar.
- (d) The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Applicants in accordance with and in the manner provided under Applicable Law.
- (e) Any returns/rejects from NACH/NEFT/RTGS/Direct Credit will be refunded by way of demand drafts / direct transfers by the Refund Bank. The Refund Bank for such refunds will act in accordance with the instructions of the Registrar for issuances of these instruments.
- (f) Online validation at the point of payment by the Refund Bank is subject to the Registrar providing complete master lists (“**Masters**”) to the Refund Bank, in the format specified by the Refund Bank. The Registrar shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely refund. The Registrar shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Bank and the Refund Bank disclaims all liabilities for effecting a payment as per the Masters in their possession. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar and the Refund Bank shall provide a list of paid/ unpaid cases at regular intervals or as desired by the Registrar, the Lead Manager and/or the Company. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar, the Company and the Lead Manager, prior to dispatch of refund.
- (g) The Registrar will be responsible for the dispatch of letters of Allotment / Allotment Advice / refund intimation or other permissible means to communicate allotment and refund details in a timely manner.
- (h) The Refund Bank reserves the right to not dispatch the refund, if they are not mentioned in the Masters provided by the Registrar, or in case of any mismatch in any of the fields when compared for validation with the Masters.
- (i) The Refund Bank shall comply with the terms of this Agreement and all Applicable Law, directives or instructions issued by the Lead Manager along with the Company and the Registrar to the Issue, in connection with its responsibilities as a Refund Bank.
- (j) The Company, Lead Manager, Registrar and the Refund Bank shall ensure that the refund for un-allotted or partially Allotted Applications is completed on or before T+1 day, T being the Basis of Allotment day, in accordance with the SEBI Rights Issue Relaxation Circulars.

3.3 **Closure of the Escrow Account, Allotment Account and Refund Account**

- 3.3.1 Upon receipt of instructions from the Company, as per **Annexure G** (with a copy to the Registrar and the Lead Manager) in writing, the Escrow Collection Bank shall take all necessary steps to ensure closure of the Escrow Account once all Application Monies are transferred from the Escrow Account into either the Allotment Account and/or the Refund Account, as the case may be, in accordance with the terms of this

Agreement.

- 3.3.2 The Allotment Bank shall take all necessary steps to ensure closure of the Allotment Account, once all monies in the Allotment Account are transferred in accordance with Clause 3.2, as applicable, into the Company Account and/or the Refund Account, as applicable and after receiving account closure letter from the Company, with a copy to the Lead Manager and the Registrar, as per **Annexure G**, in accordance with the terms of this Agreement.
- 3.3.3 The Refund Bank shall take all necessary steps to ensure closure of the Refund Account promptly after all monies in the Refund Account are transferred to the Applicants to whom refunds are required to be made, in accordance with the terms of this Agreement and after receiving account closure letter from the Company, with a copy to the Lead Manager and the Registrar, as per **Annexure G** in accordance with the terms of this Agreement.
- 3.3.4 The Banker to the Issue agree that prior to closure of the Escrow Account, the Allotment Account and the Refund Account, respectively and as applicable, it shall intimate the Company and the Lead Manager that there is no balance lying credit of the Escrow Account, the Allotment Account and/or the Refund Account, respectively and shall provide a complete and accurate statement of accounts on its letter head, duly signed and stamped on all pages, in relation to deposit and transfer of funds from the Escrow Account, the Allotment Account, and the Refund Account, since the inception of each such account, to the Company and the Lead Manager. Until such receipt of the statement of accounts from the Banker to the Issue, none of the Escrow Account, the Allotment Account, or the Refund Account shall be closed. Within 2 (two) Working Days of closure of the Escrow Account, the Allotment Account and the Refund Account, the Banker to the Issue shall, as applicable, provide confirmation of the closure of such accounts to the Lead Manager and the Company. The Company shall cooperate with the Banker to the Issue to ensure such closure of the respective Escrow Account, the Allotment Account and the Refund Account, as applicable. The Refund Bank shall intimate the Company and the Lead Manager about the amount which is due for refund but remains unpaid or unclaimed in the Refund Account on a monthly basis. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven (7) years from the date of such payment becoming first due, shall be transferred by the Refund Bank, after intimation to the Company, to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013.
- 3.4 The Banker to the Issue shall act promptly on the receipt of such information/instruction as specified and within the time periods specified in this Agreement. The Banker to the Issue shall undertake all of its legal obligations under this Agreement in accordance with the terms of this Agreement and Applicable Laws. In the event that the Banker to the Issue causes unreasonable delay or fails in the implementation of any such instructions or the performance of its obligations set forth herein, such Banker to the Issue shall be liable for such damages as may be decided by the arbitrator in the proceedings as per Clause 14 of this Agreement and for any costs, charges and expenses resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company, the Lead Manager, and/or the Registrar by any Applicant or any other Party or any fine or penalty imposed by any Governmental Authority, provided however, that the Banker to the Issue shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement .
- 3.5 Any act done by the Banker to the Issue shall be done only on a Business Day, during banking business hours, at Mumbai, India and in the event that any day on which the Banker to the Issue is required to do an act, under the terms of this Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Banker to the Issue shall do those acts on the next succeeding Business Day.

4 DUTIES OF THE REGISTRAR

- 4.1 The Parties hereto agree that the duties and responsibilities of the Registrar, shall include, in addition to the Registrar Agreement dated _____, without limitation, the following and the Registrar shall at all times carry out its obligations hereunder diligently and in good faith. The Registrar will coordinate with all the concerned Parties to provide necessary information to the Banker to the Issue, the Lead Manager and the SCSBs.

- 4.2 The Registrar shall comply with the provisions of the SEBI ICDR Regulations, SEBI Rights Issue Circular, SEBI Rights Issue Relaxation Circulars and such other applicable regulations and circulars issued by the SEBI from time to time.
- 4.3 The Registrar confirms that the R-WAP facility is, and will be transparent, robust and has undergone adequate checks and balances. The Registrar through the R-WAP facility will facilitate subscription in the Issue in an efficient manner without imposing any additional costs on investors. The Registrar shall be fully responsible for system failure, breakdown, fault or non-operationalisation in the manner required under Applicable Law. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors on the part of the payment gateway service provider engaged by the Registrar.
- 4.4 The Registrar shall maintain accurately and provide to the Lead Manager, such records promptly upon request, at all times the physical and electronic records relating to the Issue, and the Application Form and Applications on plain paper received from the SCSBs, Applications received through the R-WAP facilities and the schedule provided by the SCSBs relating to Applications, without limitation, the following:
- 4.4.1 the applications received from the SCSBs or through the R-WAP facility and all information incidental thereto in respect of the Issue and tally the same with the relevant schedules provided by the SCSBs or received through the R-WAP, as the case may be;
 - 4.4.2 particulars relating to the allocation / allotment of the Issue Shares for the Issue;
 - 4.4.3 particulars relating to the monies to be transferred to the Allotment Account and the Company Account, as applicable, and the refunds to be made to the Applicants in accordance with the terms of this Agreement, the Letter of Offer and Applicable Law;
 - 4.4.4 details of all Applications rejected by the Registrar in accordance with the Letter of Offer and particulars of duplicate Applications submitted by Applicants (determined on the basis of common DP ID/ Client ID and PAN number) and rejected by the Registrar;
 - 4.4.5 all correspondence with the Lead Manager, Designated Intermediaries and Governmental Authorities, in relation to the Issue;
 - 4.4.6 particulars relating to or on the refund intimations dispatched to Applicants; and
 - 4.4.7 particulars relating to Allottees.
- 4.5 The Registrar shall ensure that all Application Forms received on the R-WAP shall be processed immediately and in no event later than Issue Closing Date or such extended Issue Closing Date.
- 4.6 The Registrar shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, Allotment of the Issue Shares and dispatch of refunds without delay, including providing the details of the monies and any Surplus Amount required to be refunded/unblocked to the Applicants, all within 1 (one) Business Day from approval of the Basis of Allotment, and extend all support in obtaining the final listing and trading approval of the Issue Shares within 2 (two) Business Days from the approval of the Basis of Allotment by the Designated Stock Exchange.
- 4.7 The Registrar shall be solely responsible and liable for any delays in supplying accurate information or for supplying Applicants with inaccurate/ false / misleading information or processing refunds or for the misuse of refund instructions or for failure to perform its duties, obligations and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting, directly or indirectly, from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any

other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement.

- 4.8 The Registrar shall be responsible for the processing of Applications received through the R-WAP facility and ensuring the transfer of funds to the Escrow Account from the bank account of the Applicant (applying through the R-WAP facility), through their respective net banking facility. The Registrar shall be fully responsible for system failure, breakdown, fault or non-operationalisation in the manner required under Applicable Law. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors on the part of the payment gateway service provider engaged by the Registrar.
- 4.9 The Registrar shall be solely responsible for the correctness and the validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Lead Manager and/or the Refund Bank and/or to the Company.
- 4.10 The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.
- 4.11 The Registrar shall use its best efforts while processing all electronic Applications received through the R-WAP facility, to segregate eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Letter of Offer, or for any other reasons that comes to the knowledge of the Registrar, in accordance with the Letter of Offer and Applicable Law.
- 4.12 The Registrar shall ensure that a daily statement indicating the number of Applications received through the R-WAP and ASBA facility on each day (from the Issue Opening date to the Issue Closing date, inclusive of both) and the Application Money collected therefrom has been forwarded to the Lead Manager, along with data analysis of Applications from demat vis a vis physical, Eligible Equity Shareholders vs. Renounees, etc. or any other data as may be requested by Lead Manager or the Company. The entries in this record including any subsequent modifications, deletions thereof are date and time stamped and shall be reckoned for verifying the compliance of the timelines set for the various activities. This record shall be made available to the Lead Manager on the same Business Day.
- 4.13 The Registrar shall accept Applications from Investors on the R-WAP from the Issue Opening Date and up to the Issue Closing Date. The Application Monies received from Investors shall immediately and in any case within 1 (one) Business Day from the date of receipt on the R-WAP, be deposited into the Escrow Account opened with the Escrow Collection Bank.
- 4.14 The Registrar shall act in accordance with the instructions of the Company and the Lead Manager, the Banker to the Issue and applicable provisions of SEBI ICDR Regulations and other Applicable Law. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Lead Manager given in consultation with the Company.
- 4.15 The Registrar shall be solely responsible for prompt and accurate uploading of Applications for credit of the Issue Shares into the relevant dematerialised accounts of the successful Applicants based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.16 The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs and/or the Banker to the Issue are valid and are received within the timelines specified under Applicable Law or as agreed with Lead Manager and the Company. The Registrar shall also be responsible for providing instructions for the amount to be transferred by SCSBs from the respective ASBA Accounts to the Allotment Account and the amount to be unblocked by SCSBs in the ASBA accounts, as applicable.
- 4.17 The Registrar shall be solely responsible and liable for any losses to other Parties caused by, arising out of, or resulting from or in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that Banker to the Issue may suffer, incur or bear, directly or

indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned NACH/RTGS/direct credit cases instructions within 3 (three) Business Days of receipt of intimation in this regard from the Banker to the Issue concerned, including, without limitation, any fine or penalty imposed by any Governmental Authority.

- 4.18 Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:
- 4.18.1 any delay, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendment thereto), and any other document detailing the duties and responsibilities of the Registrar including, without limitation, the returned NACH/NEFT/RTGS/direct credit instructions, against any notice issued, fine imposed or investigation undertaken by any Governmental Authority, provided however that the Registrar shall not be responsible for any of the foregoing resulting from gross negligence, fraud or wilful misconduct of any other Party in performing its duties under this Agreement as finally determined by any judicial, statutory or regulatory authority having requisite authority and jurisdiction or as determined in accordance with Clause 14 of this Agreement;
 - 4.18.2 any failure by the Registrar in acting on the returned NACH/RTGS/Direct credit cases instructions, including, without limitation, against any fine or penalty imposed by SEBI or any other regulatory authority or court of law under any statute or regulation on any matters related to the payments by Banker to the Issue provided however, that the Registrar shall not be responsible for failure in complying with returned NACH/RTGS/Direct credit cases instructions resulting from failure of the Refund Bank in furnishing details to the Registrar within 48 hours of the Refund Bank obtaining the said details from the RBI;
 - 4.18.3 the encoding, decoding, processing of the returned NACH/RTGS/Direct credit cases instructions by the Refund Bank;
 - 4.18.4 misuse of refund instructions including of misuse scanned signatures of the authorised signatories of the Registrar;
 - 4.18.5 rejection due to incorrect bank/branch, account details, and non-furnishing of information of the Applicant available with Registrar;
 - 4.18.6 any claim made or issue raised by any Applicant or other third party concerning the amount, non-delivery, fraudulent encashment or any other matters related to payments or the service provided by the Banker to the Issue hereunder; and/or
 - 4.18.7 failure and/or gross negligence by the Registrar to substantially perform any of its obligation under this Agreement or otherwise;

which may result in a loss, liability claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Banker to the Issue or any other Parties.
- 4.19 The Registrar shall be solely responsible for providing to the Refund Bank, the complete details of all refund intimations prior to dispatch of the same immediately on finalisation of Basis of Allotment.
- 4.20 The Registrar shall send the demand drafts, if required, as per the specifications for printing of payment instruments as prescribed by Refund Bank which shall be in the form and manner as prescribed by the relevant regulatory authorities.
- 4.21 The Registrar shall indemnify and fully hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure and/or gross negligence by the Registrar in performing its duties and responsibilities under this

Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority or breach of representation, warranties and covenants, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or wilful default, as may be finally judicially determined, of any other Party in performing its duties under this Agreement.

- 4.22 The Registrar agrees that, upon expiry/termination of this Agreement, it shall (i) immediately destroy or deliver to the Banker to the Issue, without retaining any copies in either case, all property of the Banker to the Issue and materials related to the refunds, including all documents and any/all data which is in the possession/custody/control of the Registrar, and (ii) confirm in writing to the Banker to the Issue that it has duly destroyed and/or returned all such property and materials in accordance with this Agreement.
- 4.23 The Registrar shall obtain the electronic application details from the Stock Exchanges within one Working Day from the Issue Closing Date for further validation with Depositories to check for mismatch of records, and ensure publication of the same on the websites of the Stock Exchanges for dissemination to the SCSBs for the rectification and validation process.
- 4.24 The Registrar will coordinate with all the concerned parties to provide necessary information to the Banker to the Issue.
- 4.25 The Registrar shall ensure full reconciliation of collections in the Escrow Account with the information and data provided by the Escrow Collection Bank and the Registrar shall accordingly provide a certificate to the Lead Manager and the Company confirming such reconciliation within the time prescribed under Applicable Law or as specified by the Lead Manager and/or the Company.
- 4.26 The Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.

5 DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE

- 5.1 The Parties hereto agree that the duties and responsibilities of the Banker to the Issue shall include, *inter-alia*, the following:
 - 5.1.1 The Banker to the Issue shall at all times carry out their obligations hereunder diligently, in good faith and in accordance with the terms of this Agreement and in Applicable Law;
 - 5.1.2 The Banker to the Issue shall maintain and provide as required, verifiable records of the bank schedules along with the final certificates to the Registrar;
 - 5.1.3 The Banker to the Issue, must, as applicable in relation to accounts opened with it, accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to deposit of funds to the Escrow Account, the Allotment Account and the Refund Account;
 - 5.1.4 On the Transfer Date, the Escrow Collection Bank shall, on receipt of joint written instructions in this regard from the Lead Manager along with the Company and the Registrar, transfer the monies into the Allotment Account, as applicable, in accordance with the terms of this Agreement. Further, on the Transfer Date, the Escrow Collection Bank shall transfer the Surplus Amount to the Refund Account. The Refund Bank shall continue to hold these monies for and on behalf of the Applicant until the refund instructions are given by the Registrar along with the Company and the Lead Manager jointly, and shall make the payment of such amounts in accordance with the instructions given by the Registrar along with and the Lead Manager jointly. The Banker to the Issue shall continue to hold Application Monies, in the Allotment Account, for and on behalf of the Company until the joint written instructions are given by the Lead Manager along with the Company and the Registrar, and shall transfer the requisite funds in to the Monitoring Account within 1 (one) Business Day of receipt of such instructions;
 - 5.1.5 The Banker to the Issue shall deliver the final certificate not later than one (1) Working Day after

the Issue Closing Date, to the Registrar and the Lead Manager, or till such other date as may be communicated to them by the Lead Manager and RTA through written instructions;

- 5.1.6 The Banker to the Issue shall provide to the Registrar, Lead Manager and the Company an updated bank account statement for each of the Escrow Account, the Allotment Account and the Refund Account, as applicable, on a daily basis and at any time it receives such request from the other Parties. The said statement shall also be provided by the Banker to the Issue to the Registrar, Lead Manager and the Company after every transfer made into/from the said Escrow Account, the Allotment Account and the Refund Account, respectively;
 - 5.1.7 The Escrow Collection Bank and the Registrar shall jointly provide a certificate to the Lead Manager and the Company confirming such reconciliation within the time prescribed under Applicable Law or as specified by the Lead Manager and/or the Company.
 - 5.1.8 The Banker to the Issue, in its capacity, shall also perform all the duties enumerated in their respective letters of engagement, if any. In the event of any conflict between the provisions of the letter of engagement of the Banker to the Issue and the provisions of this Agreement, the provisions of this Agreement shall prevail;
 - 5.1.9 The Banker to the Issue shall not exercise any encumbrances or lien over the monies deposited in any of the accounts opened and maintained with them in relation to the Issue, and shall hold the monies therein for the benefit of the Beneficiaries, in terms of this Agreement;
 - 5.1.10 The Banker to the Issue shall endeavour to cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds.
 - 5.1.11 So long as there are any sums outstanding in the Refund Account for the purpose of refunds, the Refund Bank shall be responsible for ensuring that the payments are made as per the instructions received from the Registrar along with the Company and the Lead Manager. The Refund Bank shall ensure that no request for payment of refunds shall be delayed beyond a period of 1 (one) Business Day from the date of receipt of the request for payment of refunds;
 - 5.1.12 In the event of the failure of the Issue, and upon written instructions regarding such failure from the Lead Manager and the Company, the Refund Bank shall make payments in accordance with the terms of this Agreement.
- 5.2 The Banker to the Issue shall be responsible for the collection, refunds and the investor grievances arising in connection with the collection/refunds, as applicable to such Banker to the Issue, and the Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.
 - 5.3 Save and except for the terms and conditions of this Agreement, the Banker to the Issue shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement, to which such Banker to the Issue is not a party. The Banker to the Issue shall have no other obligations or duties other than those expressly set out in this Agreement. Banker to the Issue shall have no duty to know or inquire as to the performance or non-performance of any provision of any such other agreement between the other Parties.
 - 5.4 The Banker to the Issue shall, as applicable, act upon the written instructions of (i) the Company and the Lead Manager intimating occurrence of the relevant events contemplated in Clause 3.2.4(a) of this Agreement; (ii) the Registrar along with the Company and the Lead Manager, in relation to amounts to be transferred from the Escrow Account to the Allotment Account; (ii) the Registrar along with the Company and the Lead Manager in relation to amounts to be transferred to the Refund Account from the Escrow Account and/or the Allotment Account. In the event of any conflicting instructions received from the Lead Manager and/or the Registrar, the Banker to the Issue will act on the instructions received from the Lead

- Manager. However, if the Banker to the Issue is unable to act upon the written instructions on account of it being unable to verify the signature on the communication against the specimen signature provided for the relevant authorised signatory by the concerned Party, such Banker to the Issue shall immediately bring to the knowledge of the Company, the Lead Manager and the Registrar, and seek clarifications from the concerned Party and shall act upon such instructions only when all ambiguities have been successfully removed to its satisfaction.
- 5.5 The Banker to the Issue shall be entitled to rely and act upon the email instructions received from the Company and / or Lead Manager and / or the Registrar and presume that any person sending an email instruction on behalf of the Company and / or Lead Manager and / or the Registrar is duly authorised to do so, and that any instructions contained in such email are genuine.
- 5.6 The Banker to the Issue shall act promptly on the receipt of relevant information/instruction within the time periods specified in this Agreement.
- 5.7 The Banker to the Issue shall stand fully discharged of all legal obligations under this Agreement, if it has acted *bona fide* and in good faith, in pursuance of the written instructions (including email instructions) of, or information provided by, the Registrar, Company or the Lead Manager, as the case may be. The Banker to the Issue shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement provided that the instructions are not ambiguous or incomplete and there is clarity to the Banker to the Issue in undertaking the same. The Banker to the Issue shall not, in any case whatsoever as applicable, use the amounts held in the Escrow Account or the Allotment Account or the Refund Account respectively, to satisfy this indemnity in any manner whatsoever.
- 5.8 The Banker to the Issue hereby represents that it has the necessary competence, facilities and infrastructure to act as a banker to an issue as the case may be and discharge its duties and obligations under this Agreement.
- 5.9 The responsibility of the Banker to the Issue to release the amount lying to the credit of the Escrow Account and/or the Allotment Account and/or the Refund Account, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such Government Authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of such Banker to the Issue.
- 5.10 The Banker to the Issue shall, as applicable to such Banker to the Issue, take necessary steps to ensure closure of the Escrow Account, the Allotment Account (once all monies are transferred into the Company Account from the Allotment Account) and the Refund Account, as the case maybe, upon receipt of account closure letter from the Company.
- 5.11 Any act to be done by the Banker to the Issue shall be done only on a Working Day, during banking business hours, and in the event that any day on which the Banker to the Issue is required to do an act under the terms of this Agreement is not a Working Day or the instructions under this Agreement are received after 05:00 PM, then the Banker to the Issue shall do those acts on the next succeeding Working Day.
- 5.12 The Banker to the Issue shall act only in accordance with written instructions from the Lead Manager and the Company, as expressly provided in this Agreement, and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement. The Banker to the Issue is under no obligation to verify the authenticity of any instructions received under this Agreement. In cases where Banker to the Issue receives instructions which conflict with any of the provisions of this Agreement or Applicable Laws, it shall be entitled to refrain from taking any action.
- 5.13 In no event shall the Banker to the Issue be liable for losses or delays resulting from technology failure, interruption of payment systems or other such causes, which are systemic, and beyond the Banker to the Issue's reasonable control.
- 5.14 The Banker to the Issue may use, and its performance will be subject to the rules of any communications,

clearing or payment systems, intermediary bank or other system as per Applicable Laws.

- 5.15 Banker to the Issue is hereby authorized to comply with and obey all orders, judgments, decrees or writs entered or issued by any court or governmental or statutory or regulatory authority (“**Authority**”), including but not limited to attachment orders or garnishee orders or other forms of levies or injunctions or stays relating to the transfer of amounts lying in credit of the Escrow Account and/or the Allotment Account and/or the Refund Account, and in the event the Banker to the Issue obeys or complies with any such order, judgement, decree or writ of any Authority, in whole or in part, it shall not be liable to the other Parties hereto, nor to any other Person or entity, by reason of such compliance, notwithstanding that it shall be determined that any such order, judgement, decree or writ, be entered without jurisdiction or be invalid for any reason or be subsequently reversed, modified, annulled or vacated.
- 5.16 Banker to the Issue shall not be liable for any calculation of funds or to track or monitor any of the transactions contemplated under this Agreement.
- 5.17 Banker to the Issue shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.
- 5.18 The Banker to the Issue shall not debit any charges in any of the Escrow Account or Allotment Account or Refund Account whatsoever.
- 5.19 The Banker to the Issue shall not be obligated to make any transfer of funds under this Agreement, unless the requisite documents, as required by Applicable Law for such transfer of funds are submitted by the Company and/or Lead Managers and/or Registrar, as the case may be, to the Banker to the Issue to its satisfaction,

6 DUTIES AND RESPONSIBILITIES OF THE COMPANY

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

- 6.1.1 The Company shall, in accordance with this Agreement, ensure the timely delivery of all requisite instructions to the Banker to the Issue, as applicable, in consultation with and in instances where applicable, as joint signatories with the Lead Manager and/or the Registrar and shall not unduly withhold any instruction required to be provided in accordance with this Agreement and Applicable Law;
- 6.1.2 The Company shall, in terms of the Agreement among the Company and the Registrar dated _____, ensure that the Registrar instructs the Refund Bank of the details of the refunds to be made to the Applicants in writing;
- 6.1.3 The Company shall on a best efforts basis ensure that the Registrar addresses all investor complaints or grievances arising out of any Application and such investor complaints or grievances are redressed, prior to receipt of listing and trading approval from the Stock Exchanges; and
- 6.1.4 The Company shall pay or reimburse to the Banker to the Issue in connection with any stamp duty, charges, duty, etc. or duty required to be paid by Banker to the Issue under this Agreement or with respect to amendment, waiver or consent relating to this Agreement, as applicable.

6.2 The Company shall provide all the details as required and necessary for opening and operating the Escrow Account, the Allotment Account and the Refund Account. The Company shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Company upon performing all its duties and responsibilities contemplated under this Agreement shall be fully discharged of its duties and responsibilities under Clause 6.

6.3 The Company shall not be responsible or liable under this Agreement in connection with the advice, opinions,

actions or omissions of any other Party hereto in connection with the Issue.

- 6.4 The Company shall not be responsible for the compliance obligations which any other Party hereto in connection with the Issue are required to adhere to.

7 DUTIES AND RESPONSIBILITIES OF THE LEAD MANAGER

- 7.1 Other than as expressly set forth in the SEBI ICDR Regulations and/or any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of the Lead Manager to undertake any obligation or incur any liability in relation to the Applications.
- 7.2 The Parties hereto agree that the duties and responsibilities of the Lead Manager under this Agreement shall comprise the following:
- 7.2.1 The Lead Manager shall jointly along with the Company and the Registrar, instruct the Escrow Collection Bank of the particulars of the Application Monies to be transferred from the Escrow Account to the Allotment Account and the Surplus Amount to the Refund Account, as the case may be in accordance with the terms of this Agreement;
- 7.2.2 On or after the Issue Closing Date, the Lead Manager shall, acting along with the Registrar, intimate the Transfer Date to the Banker to the Issue and the SCSBs; and
- 7.2.3 Provide instructions to the Banker to the Issue in the prescribed forms in relation to transfer of funds from the Allotment Account in terms of this Agreement.
- 7.3 The Lead Manager shall, on issuing all instructions as contemplated under this Clause 7.2, be discharged of all obligations under Clause 7.
- 7.4 The Lead Manager shall not be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other Party hereto in connection with the Issue.
- 7.5 The Lead Manager shall not be responsible for the compliance obligations which the Company and / or other Party hereto in connection with the Issue are required to adhere to.

8 TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, the Lead Manager, the Banker to the Issue and the Registrar of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

9 REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

- 9.1 The Company hereby represents, warrants, covenants and undertakes to the Parties that:
- 9.1.1 this Agreement constitutes a valid, legal and binding obligation of the Company and is enforceable against the Company, in accordance with the terms hereof, and no consent, approval, authorisation or order of, or qualification with, any Governmental Authority is required for the performance by the Company of its obligations under this Agreement, except such as have been obtained or shall be obtained prior to the completion of the Issue;
- 9.1.2 the execution, delivery and performance of this Agreement by the Company has been duly authorised and does not and will not contravene any provisions of, or constitute a default under; (a) any Applicable Law; or (b) the organisational and/or constitutional documents of the Company; or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;

9.1.3 no mortgage, pledge, lien, trust, charge, security interest or other encumbrance shall be created or exist over the Escrow Account or the Allotment Account or the Refund Account or over the monies deposited therein; and

9.1.4 the Company shall not have recourse to any proceeds of the Issue, including any amounts in the Allotment Account, until the final listing and trading approvals from the Stock Exchanges have been obtained.

9.2 The Banker to the Issue, represents, warrants, undertakes and covenants to the other Parties that:

9.2.1 this Agreement constitutes a valid, legal, and binding obligation on its part, enforceable against it in accordance with the terms hereof;

9.2.2 the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any government authority; (b) the organisational documents of the Bank or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on such it and or any of its assets;

9.2.3 no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over any of the Escrow Account, the Allotment Account or the Refund Account, or the monies deposited therein, as applicable to the Banker to the Issue;

9.2.4 it has the necessary competence, facilities and infrastructure (including technology, security and business continuity processes) to act as Banker to the Issue and discharge its duties and obligation under this Agreement, including infrastructure required for receipt of Application Money from (i) the payment gateway (under the R-WAP process) and/or (ii) the ASBA Accounts of the Applicants, in connection with the Issue, as applicable;

9.2.5 SEBI has granted the Banker to the Issue a certificate of registration to act as Banker to the Issue in accordance with the SEBI (Bankers to an Issue) Regulation, 1994 as amended, and such certificate is, and until completion of this Issue, will be, valid and the Banker to the Issue would be entitled to carry on business as banker to the issue, until such period under all Applicable Law;

9.2.6 it has not violated any of the conditions subject to which the SEBI registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI that would prevent it from performing its obligations under this Agreement and that it is not debarred or suspended from performing its obligations under this Agreement by SEBI or by any other regulatory or statutory authority; and

9.2.7 it shall abide by all Applicable Law, including the code of conduct stipulated in the SEBI (Bankers to an Issue) Regulations, 1994 and the terms and conditions of this Agreement.

9.3 The Lead Manager represents, warrants, covenants and undertakes to the other Parties that:

9.3.1 this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof; and

9.3.2 the execution, delivery and performance of this Agreement by the Lead Manager has been duly authorised and does not and will not contravene any provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations 1992, as amended.

9.4 The Registrar to the Issue represents, warrants, covenants and undertakes that:

9.4.1 this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof;

- 9.4.2 the execution and delivery of this Agreement has been duly authorised and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any government authority; (b) the organisational documents of the Registrar, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it and or any of its assets;
- 9.4.3 no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Allotment Account or the Refund Account, or the monies deposited therein
- 9.4.4 it has the necessary competence, facilities and infrastructure, R-WAP infrastructure to act as the Registrar to the Issue and discharge its duties and obligations under this Agreement, including during any lockdown or other restriction on account of the COVID-19 situation; and
- 9.4.5 SEBI has granted the Registrar a certificate of registration to act as Registrar to the Issue in accordance with the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations 1993, as amended, and such certificate is and until the completion of this Issue, will be valid and the Registrar to the Issue would be entitled to carry on business as registrar to an issue, until such period under all Applicable Law.

10 TERM AND TERMINATION

10.1 Term

- 10.1.1 Subject to the termination of this Agreement in accordance with Clause 10.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, in their respective capacities as such, in the following circumstances:
 - 10.1.1.1 In case of the completion of the Issue, when the amounts from the Escrow Account are transferred to the Allotment Account and the Surplus Amounts is transferred to the Refund Account and instructions have been issued under Clause 3.2.6,3.2.6, notwithstanding the termination of this Agreement: (i) the Banker to the Issue in co-ordination with the Registrar shall complete the reconciliation of accounts and give the satisfactory confirmation in that respect to the Lead Manager in accordance with Applicable Laws and terms and conditions of this Agreement; and (ii) the Banker to the Issue shall discharge their duties as specified under this Agreement, the Letter of Offer and Applicable Laws.
 - 10.1.1.2 In case of failure of the Issue, in accordance with the events under Clauses 3.2.4(a), when the amounts in the Escrow Account and/or the Allotment Account are transferred to the Refund Account in accordance with the terms of this Agreement, applicable SEBI ICDR Regulations and other Applicable Law.
 - 10.1.1.3 In the event that the listing of the Issue Shares does not occur, due to any event other than an event constituting failure of the Issue, in accordance with Clause 3.2.5, when the amounts in the Allotment Account are transferred to the Refund Account and returned back to the Investors as may be jointly instructed by the Lead Manager along with the Company and the Registrar to the Issue, in accordance with the terms of this Agreement, the Letter of Offer and Applicable Law.

10.2 Termination

- 10.2.1. This Agreement may be terminated by the Company or the Lead Manager, in consultation with each other, in the event of gross negligence or wilful misconduct or fraud or wilful default on the part of the Banker to the Issue as may be finally determined by a court of law. Such termination shall be operative only in the event that the Company, in consultation with the Lead Manager simultaneously appoints a substitute banker to the issue of equivalent standing, and the new banker to the issue shall

agree to terms, conditions and obligations similar to the provisions hereof. The Banker to the Issue shall continue to be severally liable for all actions or omissions on its part, prior to such termination and the duties and obligations contained herein till the appointment of a substitute banker to the issue and the transfer of the Issue Amounts or other monies lying to the credit of the Escrow Account and/or the Allotment Account to the credit of the substitute banker to the issue and thereafter the Banker to the Issue in question shall stand discharged/released from all of its obligations under this Agreement. Such termination shall be effected by prior written notice of not less than 30 days to the Banker to the Issue, and shall come into effect only on the transfer of the amounts standing to the credit of the Escrow Account and/or the Allotment Account, as applicable, to the substitute banker to the issue. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company, the Lead Manager and the Registrar. For the avoidance of doubt, under no circumstances, shall the Company be entitled to the receipt of or benefit of the amounts lying in the Escrow Account and/or the Allotment Account except in accordance with provisions of Clause 3.2.6 of this Agreement. The Company in consultation with the Lead Manager may appoint a new banker to the issue as a substitute for the retiring Banker to the Issue within 2 Business Days of the termination of this Agreement as aforesaid.

- 10.2.2. This Agreement may not be terminated by the Banker to the Issue, from the date of this Agreement till 15 calendar Days (“**Freeze Period**”) post the Issue Closing Date. After Freeze Period, the Parties to this Agreement shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/ resignation shall be effected by prior written notice to all the other Parties of not less than 30 Business Days. The Company in consultation with the Lead Manager, shall within the notice period, appoint substitute banker to the Issue to perform the functions of the Banker to the Issue. This substitute banker to the Issue shall enter into an agreement with the Company, the Lead Manager and the Registrar agreeing to be bound by the terms, conditions and obligations herein. At the end of the notice period, in the situation that the Company has not appointed substitute banker to the Issue, the retiring Banker to the Issue shall, transfer the amount/s lying in the Escrow Account and/or the Allotment Account, as applicable, to such account as may be designated by the Parties, and the retiring Banker to the Issue shall stand discharged / released from all its obligations under this Agreement. However, the terminating/resigning Banker to the Issue shall continue to be liable for any and all of its actions and omissions prior to such termination/resignation.
- 10.2.3. The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.
- 10.2.4. The provisions of Clauses 4.17, 4.18, 4.19, 4.20, 4.21, this Clause 10.2.4 and Clauses 10.2.5, 11, 12, 13, 14, 15 and 16 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 10.1 or the termination of this Agreement pursuant to Clause 10.2 of this Agreement.
- 10.2.5. Notwithstanding anything contained in this Agreement, the Lead Manager shall have the option, to be exercised in its sole discretion and at any time until the allotment of the Issue Shares, of termination of this Agreement under any or all of the following circumstances:
 - (a) (i) there shall have been any breach by the Company of, or any event rendering untrue or incorrect or misleading in any respect, any of the representation or warranties contained herein or any failure to perform any of the Company’s undertakings or agreements in this Agreement or the Engagement Letter which is, in the opinion of the Lead Manager, materially adverse in the context of the Issue or the Allotment of the Issue Shares pursuant to the Issue; (ii) or if there is any non-compliance by the Company of: (A) applicable laws and regulations related to the Issue, or (B) applicable laws and regulations related to its business and operations and such non-compliance, either singly or in the aggregate results in a Material Adverse Effect; or (iii) all corporate and regulatory approvals and lender consents required to be obtained by the Company for the Issue prior to the Transfer Date, have not been obtained by the Company as of the dates on which such corporate and

regulatory approvals and lender consents are required to be obtained; or

- (b) there shall have occurred, in the sole reasonable opinion of the Lead Manager, any material adverse change, or in the sole reasonable opinion of the Lead Manager any material adverse development involving a prospective material adverse change in the financial markets in India or 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 reasonable judgment of the Lead Manager, impracticable or inadvisable to market the Issue Shares on the terms and in the manner contemplated in the Issue Documents; or
- (c) 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 Subsidiaries operate or a change in the regulations and guidelines governing the terms of this Issue) or any order or directive from SEBI, RoC, Stock Exchanges or any other Indian Governmental Authority or any downgrade in any existing rating that, in the sole reasonable judgment of the Lead Manager, are material and adverse and that makes it, in the sole reasonable judgment of the Lead Manager, impracticable to market the Issue Shares or to enforce contracts for the sale of the Issue Shares on the terms and in the manner contemplated in the Issue Documents; or
- (d) trading in any securities of the Company has been suspended or limited by the SEBI on any exchange or over-the-counter market or trading generally having been suspended or materially limited on or by any of the Stock Exchanges or minimum or maximum prices for trading have been fixed by the Stock Exchanges or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement or clearance services in any of the cities of Mumbai, Kolkata, Chennai or New Delhi; or
- (e) A general moratorium on commercial banking activities have been declared by either Indian authorities; or
- (f) There shall have occurred any Material Adverse Effect which in the sole reasonable judgment of the Lead Manager makes it, impracticable to market the Issue Shares or to enforce contracts for the sale of the Issue Shares on the terms and in the manner contemplated in the Issue Documents.

11. CONFIDENTIALITY AND DISCLOSURE

The Banker to the Issue and the Registrar shall keep all non-public information (whether oral or written) relating to this Agreement (including information shared by the Parties during the course of this Agreement) strictly confidential (such information, “**Confidential Information**”) for a period of one (1) year from the end of the Transfer Date or termination of this Agreement, whichever is later and shall not disclose such confidential information to any third party without prior written permission of the other Parties, except where such information is in public domain or subsequently comes in public domain, other than by reason of breach of this Clause or when required by law, regulation or legal process to disclose the same, after intimating the other Parties in writing, and only to the extent required. The Banker to the Issue and the Registrar also acknowledge that such Confidential Information may include ‘unpublished price sensitive information’ (“**UPSI**”) (in terms of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended (“**Insider Trading Regulations**”) and shall comply with the provisions of the Insider Trading Regulations, to the extent applicable, with respect to such UPSI. The terms of this Clause shall survive the termination of this Agreement for any reasons whatsoever. The Banker to the Issue undertakes that its branch(es) or any Affiliate, to who it discloses information pursuant to this Agreement, shall at all times abide by the confidentiality obligations imposed by this Clause 11.

12. NOTICES

- 12.1. Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by electronic mail (ii) or sent by registered mail, postage prepaid, to the address of the Party specified below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 12.1 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

If to the Company:

BHAGIRADHA CHEMICALS AND INDUSTRIES LIMITED

8-2-269/S/3/A, Plot No. 3,
Sagar Spciety Road No, 2,
Banajara Hills, Hyderabad – 500 034
Telephone: +91 40 23540615
E-mail: krish.b@bhagirad.com

If to the Escrow Collection Bank, Allotment Bank and Refund Bank:

ICICI BANK LIMITED

Capital Market Division, 5th Floor, HT Parekh Marg,
Backbay Reclamation, Churchgate, Mumbai – 400 020
Telephone: +91 022-66818923/24
Email: sagar.welekar@icicibank.com

If to the Lead Manager:

Kind Attn: Mr. Yatin Singh
Head – Investment Banking
EMKAY GLOBAL FINANACIAL SERVICES
7th Floor, The Ruby Senapati Bapat Marg,
Dadar (West), Mumbai – 400 028
Maharashtra, India
Telephone: +91 22 6612 1212
E-mail: star.project@emkayglobal.com

If to the Registrar:

LINK INTIME INDIA PRIVATE LIMITED

C-101, 1st Floor, 247 Park, L.B.S Marg,
Vikhroli (West), Mumbai – 400 083,
Maharashtra, India.
Tel: +91 22 4918 6000
E-mail: bhagiradha.rights@linkintime.co.in

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

13. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 14 below, the courts or tribunals of Mumbai, India shall have sole and exclusive jurisdiction, in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach,

termination or validity thereof.

14. DISPUTE RESOLUTION

- 14.1. If any dispute, difference or claim arises between the Parties (“**Disputing Parties**”) hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this 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 30 Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing), then any Disputing Party may by notice in writing to the other refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended (“**Arbitration Act**”). The arbitration proceedings shall take place in Mumbai and shall be governed by the laws of India.
- 14.2. The arbitration shall be conducted as follows:
- 14.2.1. all proceedings in any such arbitration proceedings shall be conducted in the English language;
 - 14.2.2. all claims, disputes and differences between the Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration at its seat, or legal place, of arbitration which shall be Mumbai, India;
 - 14.2.3. the arbitration shall be conducted by a sole arbitrator, who shall be jointly appointed by the Disputing Parties within a period of 30 calendar days of the date of the first claim and/or notice in connection with any alleged dispute. In the event that the Disputing Parties fail to appoint an arbitrator, such arbitrator shall be appointed in accordance with the Arbitration Act. The arbitrator so appointed shall have relevant expertise in the area of securities and commercial laws such as laws related to Companies, accounting and finance. The fees of the Arbitrator shall be governed by Schedule 4 of Arbitration Act;
 - 14.2.4. The award shall be final and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies);
 - 14.2.5. Nothing in this Clause 14 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the Courts of Mumbai shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement;
 - 14.2.6. the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;
 - 14.2.7. the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement;
 - 14.2.8. the arbitrator shall issue a written statement of their award detailing the facts and reasons upon which their decision was based;
 - 14.2.9. Subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration Act; and
 - 14.2.10. In the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within a period of 12 months, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.

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

15. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

16. INDEMNITY

- 16.1. The Registrar shall indemnify and fully hold harmless the other Parties and their respective Affiliates and the officers, employees, directors, consultant and agents of such Parties hereto against any and all claims, actions, causes of action, suits, losses, lawsuits, notices, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure or negligence by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority or breach of any representation, warranties, and covenants, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or wilful default of any other Party in performing its duties under this Agreement subject to it being finally judicially determined by a court of competent jurisdiction after exhaustion of all revisional, writ and/or appellate procedures.
- 16.2. The Banker to the Issue hereby agrees to indemnify and keep the Company, the Lead Manager, the Registrar, and their respective Affiliates and the officers, employees, directors, and agents of theirs, fully indemnified at all times from and against any and all claims, actions, causes of action, suits, demands, damages, claims for fees, costs, charges, expenses or losses (including without limitation, any fine imposed by SEBI or any other Governmental Authority) suffered from any actions or proceedings against the Company, the Lead Manager and/or the Registrar and/or their respective officers, employees, directors, agents and Affiliates by any Applicant or any other party or any person relating to or resulting from its breach of this Agreement, its own breach, negligence, fraud, wilful misconduct and/or wilful default in the performance of its obligations and duties under this Agreement, and shall not in any case whatsoever use the assets held in the Escrow Account and/or the Allotment Account and/or Refund Account, as applicable to the Banker to the Issue, to satisfy this indemnity. Except in case of liability arising due to gross negligence on part of the Banker to the Issue, all the aggregate liability of the Banker to the Issue under this Agreement, whether under indemnity or otherwise, shall not exceed ₹5,00,000. In case of gross negligence, the liability of the Banker to the Issue shall not exceed the actual and direct damages suffered by the claimant, that are finally judicially determined. In no event the Banker to the Issue shall be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims arising in relation to a breach by any of the other Parties or any other person. Notwithstanding anything contained in this Agreement, the Banker to the Issue shall not be liable for any loss of profits, savings, business opportunity or goodwill, or any indirect, consequential, incidental, exemplary, punitive or special damages, howsoever arising, even if advised of possibility of such damages, losses, costs or expenses.
- 16.3. Parties acknowledges the inherent risks involved in sending the instructions/ communications/ documents to the Banker to the Issue via emails and hereby agree and confirm that all risks shall be fully borne by the Company, and the Company hereby assumes full responsibility for the same, and undertake to indemnify, protect and hold harmless the Banker to the Issue and keep the Banker to the Issue indemnified, from and against all claims by any third party or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including reasonable legal fees) and howsoever arising which may be brought or preferred against the Banker to the Issue or that the Banker to the Issue may or may have to suffer, incur or sustain by reason or arising out of the Banker to the Issue having so acted or failing to act, in good faith, in accordance with the instructions so received which could be a result of any technology failure beyond the control of the Banker to the Issue considering the mode in which the same was conveyed.

17. AMBIGUITY

Without prejudice to the other provisions of this Agreement, the Banker to the Issue shall not be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:

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

In the event that the Banker to the Issue receive an instruction from the Parties and is thereafter unable to act on such instructions due to the causes mentioned in this Clause, the Banker to the Issue shall immediately bring to the knowledge of the Company, the Lead Manager and the Registrar, and seek clarifications from the concerned Party and shall act upon such instructions only when all ambiguities have been successfully removed to its satisfaction.

18. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person, provided however, that the Lead Manager may assign or transfer any of its rights or obligations under this Agreement to an Affiliate with the prior written consent of the Company. Such assignment by the Lead Manager to an Affiliate shall be communicated to the Banker to the Issue within 5 Working Days. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a permitted assign. In case of such assignment, the assignee will execute such documents, as may be required by the Banker to the Issue to continue compliance of the terms of this Agreement.

19. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement

20. COUNTERPARTS

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

21. AUTHORISED SIGNATORIES

The specimen signatures of the Company, the Lead Manager and the Registrar for the purpose of instructions to the Banker to the Issue, as provided here in as **Schedule I** will be provided to the Banker to the Issue before the Issue Opening Date. It is further clarified that any of the signatory(ies) of the Lead Manager, Company and/or the Registrar, as per **Schedule I**, can issue instructions as per the terms of this Agreement.

22. FORCE MAJEURE

No Party shall be held liable for any failure to perform their obligations hereunder, or for any delay in the performance thereof, due to causes beyond its control, including but not limited to industrial disputes, acts of God, public enemy, acts of government, pandemic, natural disaster, fire, floods, war, explosions or earthquakes, or any other cause beyond the Party's reasonable control. Provided, however, that in the event of force majeure, each Party undertakes to perform its obligations hereunder upon the cessation of the force majeure event provided further that even in the event of any such force majeure event.

23. COST AND EXPENSES

Any reasonable expenses related to this Agreement, including but not limited to expenses incurred for payment of stamp duty shall be to the account of the Company. If any such costs are incurred by the Banker to the Issue on account of the Company failing to pay the same, the Company shall reimburse and pay to the Banker to the Issue, as the case may be, all such costs, charges and expenses, including stamp duty on actual basis

24. NO THIRD PARTY RIGHTS

This Agreement is solely for the benefit of the Parties hereto and is not intended to provide any rights or obligations in favour of any third parties.

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

SIGNED

ON BEHALF OF BHAGIRADHA CHEMICALS AND INDUSTRIES LIMITED

For BHAGIRADHA CHEMICALS & INDUSTRIES LTD.

Name:

Designation:


B. Krishna Mohan Rao
Chief Financial Officer

Date:

Place:

5.4.2022
Hyderabad

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

SIGNED ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED


Name: Yatin Singh
Designation: Yatin Singh
Head - Investment
Banking

Date: April 05, 2022

Place: Mumbai

IN WITNESS WHEREOF, this Agreement for Rights Issue of Bhagiradha Chemical & Industries Limited has been duly executed by the Parties or their duly authorised signatories on the day and year first above written:

SIGNED ON BEHALF OF ICICI BANK LIMITED (IN ITS CAPACITY AS THE ESCROW COLLECTION BANK, THE ALLOTMENT BANK AND THE REFUND BANK)



Name: Sagar Welekar

Designation: Chief Manager

Date: 05-04-2022

Place: Mumbai

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

SIGNED ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED (IN ITS CAPACITY AS THE REGISTRAR TO THE ISSUE)



Name: Dnyanesh Gharote
Designation: Vice President

Date: April 05, 2022
Place: Mumbai

ANNEXURE A

Date: [●]

To,

[Banker to the Issue]

[Registrar]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.6(a) of the Agreement, we write to inform you that the Issue Opening Date and Issue Closing Date for the Issue of Issue Shares is April 19, 2022 and May 4, 2022, respectively.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of [the Company/ the Lead Manager]

(Authorised Signatory)

Name:

Designation:

ANNEXURE B

FORM OF INSTRUCTIONS TO THE LEAD MANAGER

Date: [●]

To:

[Lead Manager]

Dear Sirs,

**Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (“Company”)
– Banker to the Issue Agreement dated _____ (the “Agreement”)**

Pursuant to Clause 3.2.6(c) of the Agreement, we write to inform you following details of the Account.

Name of the Bank: [●]

Branch Address: [●]

Account Name: [●]

Account Number: [●]

IFSC Code: [●]

LEI no.: [●]

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

For and on behalf of **Bhagiradha Chemicals and Industries Limited**
[●]

(Authorised Signatory)

Name:

Designation:

ANNEXURE C

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[Banker to the Issue]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.6(f)(ii) of the Agreement, we hereby instruct you to transfer on [●], the following amounts from the Allotment Account bearing account Name “BCIL-RIGHTS ISSUE ALLOTMENT ACCOUNT” and No. 000405133748, to the following bank accounts, on account of amounts due from the Company as Issue related expenses:

Name of Allotment Account	Name of Beneficiary	Amount (In ₹)	Bank Account No.	Bank and Branch Details (along with IFSC Code)
Allotment Account	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Link Intime India Private Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE D

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[Banker to the Issue]

Copy to

[Company]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.6(f)(v) of the Agreement, we hereby instruct you to transfer the following amount, standing credit to the Allotment Account to the Companies account/Monitoring Account:

Name of Allotment Account	Name of Company Account	Amount (In ₹)	Bank Account No.	Bank and Branch Details (along with IFSC Code)
Allotment Account	[●]	[●]	[●]	[●]
	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Link Intime India Private Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE E

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[Banker to the Issue]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.4 (d), 3.2.5 and 3.2.7(a) of the Agreement, we hereby instruct you to transfer on [●], ₹ [●] from the Allotment Account titled “BCIL-RIGHTS ISSUE ALLOTMENT ACCOUNT” bearing account number 000405133748 to the Refund Account titled “BCIL-RIGHTS ISSUE REFUND ACCOUNT ” bearing account number 001105035998 and refund the amounts to all Investors in accordance with Applicable Law and as further instructed by Registrar along with Lead Manager and the Company.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Link Intime India Private Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE F

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To

[Banker to the Issue]

[Registrar]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.4(b) of the Agreement, we hereby intimate you that the Issue has failed due to the following reason:

[●]

Capitalised terms not defined herein have the same meaning as ascribed to them in the Agreement dated _____.

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

Yours Faithfully

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE G

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[Banker to the Issue]

Copy to:

[Lead Manager]

[Registrar]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Sub: Account Closure Instruction

Since all the formalities related to the Issue have been completed and no balance is there in the below mentioned accounts, pursuant to Clause 3.3 of the Agreement, you are hereby instructed to close the below mentioned accounts and confirm the same.

- 1) the Escrow Account titled “BICL – RIGHTS ISSUE ESCROW ACCOUNT” bearing account number 000405133749,
- 2) the Allotment Account titled “BICL – RIGHTS ISSUE ALLOTMENT ACCOUNT” bearing account number 000405133748 and
- 3) the Refund Account titled “BICL – RIGHTS ISSUE REFUND ACCOUNT” bearing account number 001105035998.

For and on behalf of **Bhagiradha Chemicals and Industries Limited**

(Authorised Signatory)

Name:

Designation:

ANNEXURE H

Date: [●]

To:

[Company]

and

[Lead Manager]

copy to

[Registrar]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 2 of the Agreement, we write to inform you the opening of the Escrow Account, the Allotment Account and the Refund Account as follows:

Name of the Account	Bank and Branch Details	Type of Account	Bank Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

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

Yours faithfully,

For ICICI Bank Limited (In its capacity as the Escrow Collection Bank, the Allotment Bank or the Refund Bank)

(Authorised Signatory)

Name:

Designation:

ANNEXURE I

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[Banker to the Issue]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clauses 3.2.6(d) and 3.2.7(b) of the Agreement, the Transfer Date is [●] and we hereby instruct you to transfer on [●], ₹ [●] from the Escrow Account titled “BCIL-RIGHTS ISSUE ESCROW ACCOUNT” bearing account number 000405133748 to the Refund Account titled ”BCIL-RIGHTS ISSUE REFUNG ACCOUNT” bearing account number 001105035998 and refund the amounts to all Investors in accordance with Applicable Law and as further instructed by Registrar along with Lead Manager and the Company.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Link Intime India Private Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE J

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[*Banker to the Issue*]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.4(d) and 3.2.7(b) of the Agreement, we hereby instruct you to transfer, ₹ [●] from the Refund Account titled “BCIL-RIGHTS ISSUE REFUND ACCOUNT” bearing account no. 001105035998 to the accounts of the Beneficiaries as set out in the enclosure hereto.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

<p>For Emkay Global Financial Services Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Bhagiradha Chemicals and Industries Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>	<p>For Link Intime India Private Limited</p> <p>_____ (Authorised Signatory) Name: Designation:</p>
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ANNEXURE K

FORM OF INSTRUCTIONS TO THE BANKER TO THE ISSUE

Date: [●]

To,

[*Banker to the Issue*]

Dear Sirs,

Re: Proposed rights issue of equity shares by Bhagiradha Chemicals and Industries Limited (the “Company”) – Banker to the Issue Agreement dated _____ (the “Agreement”)

Pursuant to Clause 3.2.6(d) of the Agreement, the Transfer Date is [●] and we hereby instruct you to transfer on [●], ₹ [●] from the Escrow Account bearing Name “BCIL-RIGHTS ISSUE ESCROW ACCOUNT” and No. 000405133749 to the Allotment Account bearing Name “BCIL-RIGHTS ISSUE ALLOTMENT ACCOUNT” and No. 000405133748.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter.

Yours faithfully,

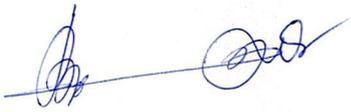
For Emkay Global Financial Services Limited	For Bhagiradha Chemicals and Industries Limited	For Link Intime India Private Limited
_____ (Authorised Signatory) Name: Designation:	_____ (Authorised Signatory) Name: Designation:	_____ (Authorised Signatory) Name: Designation:

SCHEDULE I

LIST OF AUTHORISED SIGNATORIES

PART A

SPECIMEN SIGNATURES OF THE COMPANY

FOR BHAGIRADHA CHEMICALS AND INDUSTRIES LIMITED	SPECIMEN SIGNATURE
Bandhakavi Krishna Mohan Rao Chief Financial officer	

PART B

SPECIMEN SIGNATURES OF THE LEAD MANAGER

FOR EMKAY GLOBAL FINANCIAL SERVICES LIMITED	SPECIMEN SIGNATURE
Yatin Singh, Head – Investment Banking	
Tejal Mamtara Head – Execution (Investment Banking)	
Deepak Yadav Vice President – Investment Banking	

PART C

SPECIMEN SIGNATURES OF THE REGISTRAR TO THE ISSUE

FOR LINK INTIME INDIA PRIVATE LIMITED	SPECIMEN SIGNATURE
Dnyanesh Gharote	