

తెలంగాణ తెలంగాణ TELANGANA

*K. Geetha Rani*  
AS 275322

Sl. No. *4605*, 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 Service Provider Agreement executed between Bhagiradha Chemicals & Industries Limited and Pressman Advertising Limited on 5 April 2022.



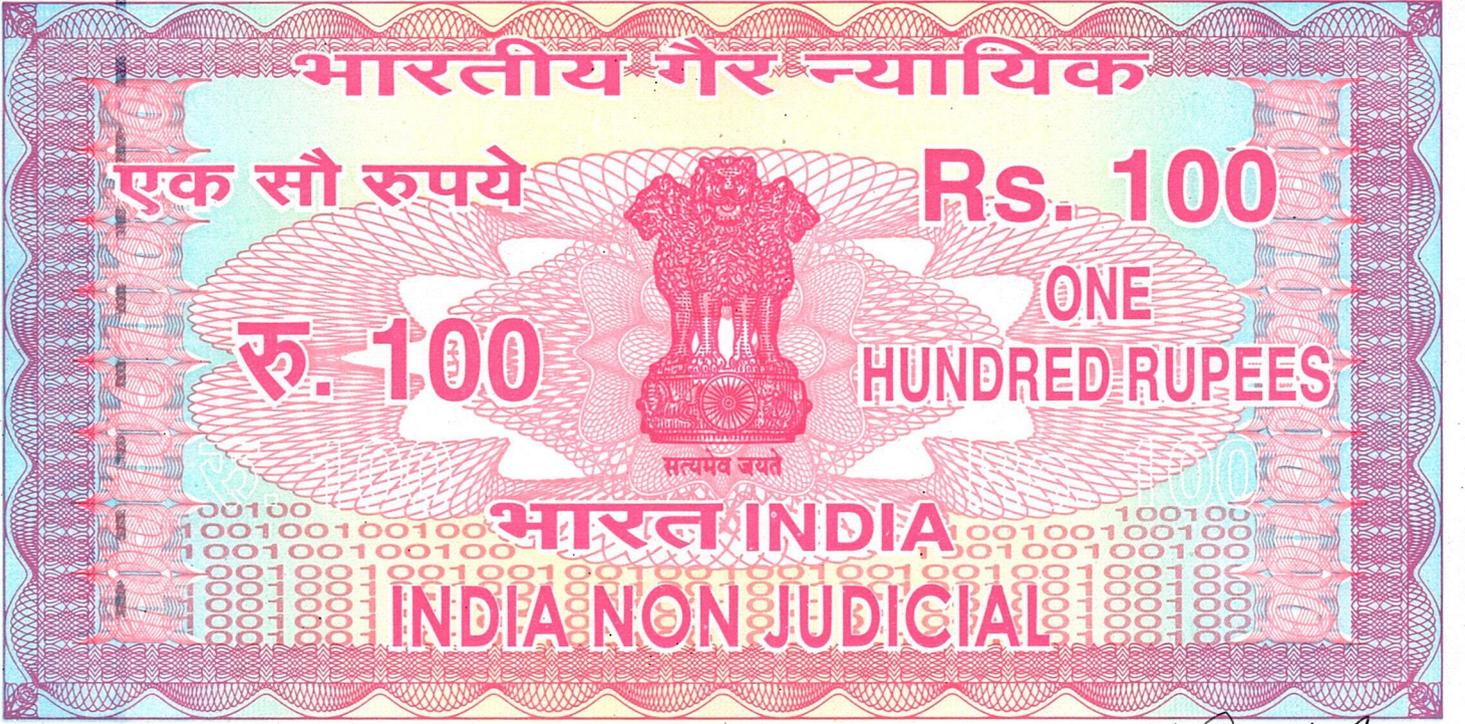
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*K. Geetha Rani*  
AS 275323

Sl. No. 4606 , 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

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LICENSED STAMP VENDOR  
L No:16-04-001/2013  
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*K. Geetha Rani*  
AS 275324

Sl. No. 4607 , Date:04/04/2022  
Sold To: K. RAJENDRA PRASAD  
S/o. K. MALIKARJUNA RAO, R/o. HYDERABAD  
For Whom :M/s. BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

**KODALI GEETHA RANI**  
LICENSED STAMP VENDOR  
L No:16-04-001/2013  
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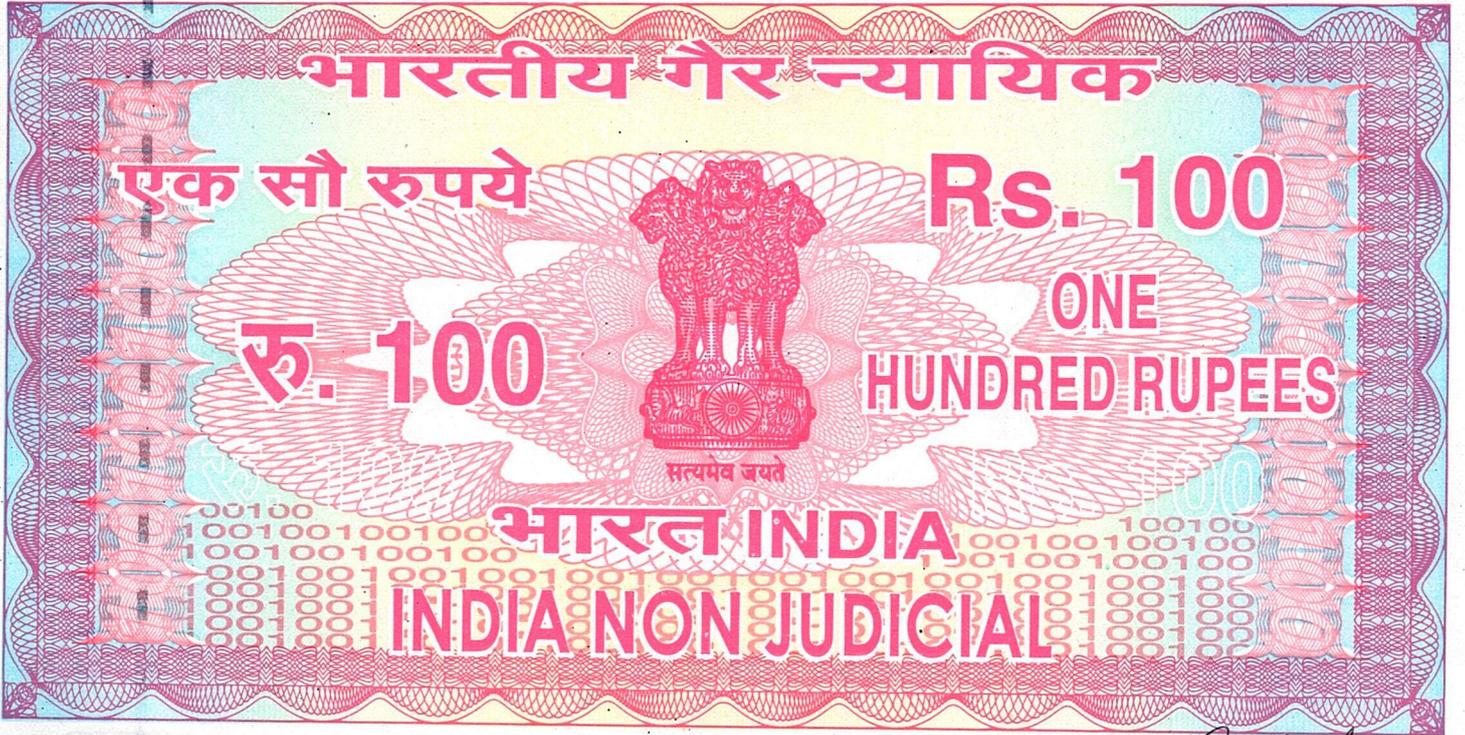
తెలంగాణ తెలంగాణ TELANGANA

*K. Geetha Rani*  
AS 275325

Sl. No. *6608*, 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  
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*K. Geetha Rani*  
AS 275326

Sl. No. 6609 , 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

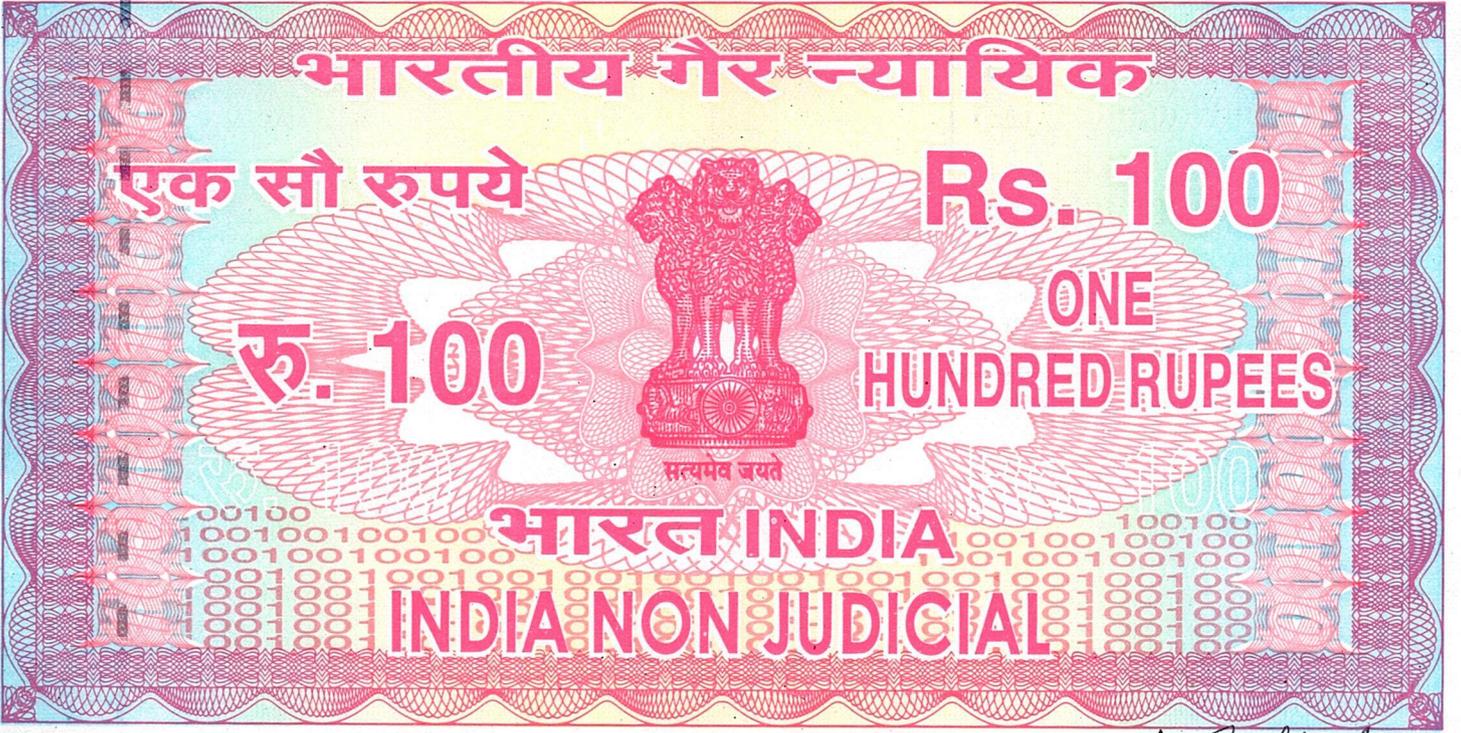
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# 8-3-191/132, 167/C, BEHIND E-SEVA

VENGAL RAO NAGAR, HYDERABAD-500038

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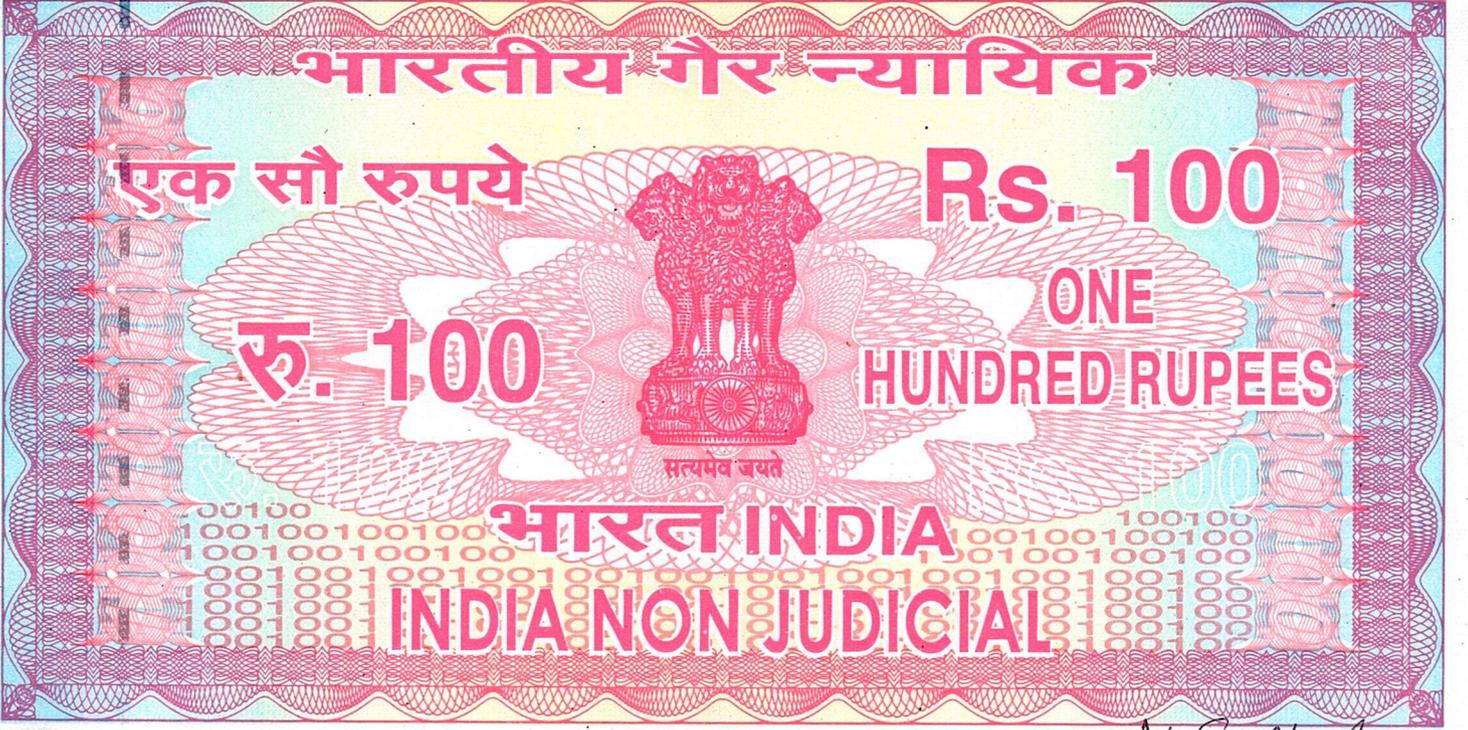
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*K. Geetha Rani*  
AS 275327

Sl. No. 4610, Date: 04/04/2022  
Sold To: K. RAJENDRA PRASAD  
S/o. K. MALIKARJUNA RAO, R/o. HYDERABAD  
For Whom: M/s. BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED

**KODALI GEETHA RANI**  
LICENSED STAMP VENDOR  
L No: 16-04-001/2013  
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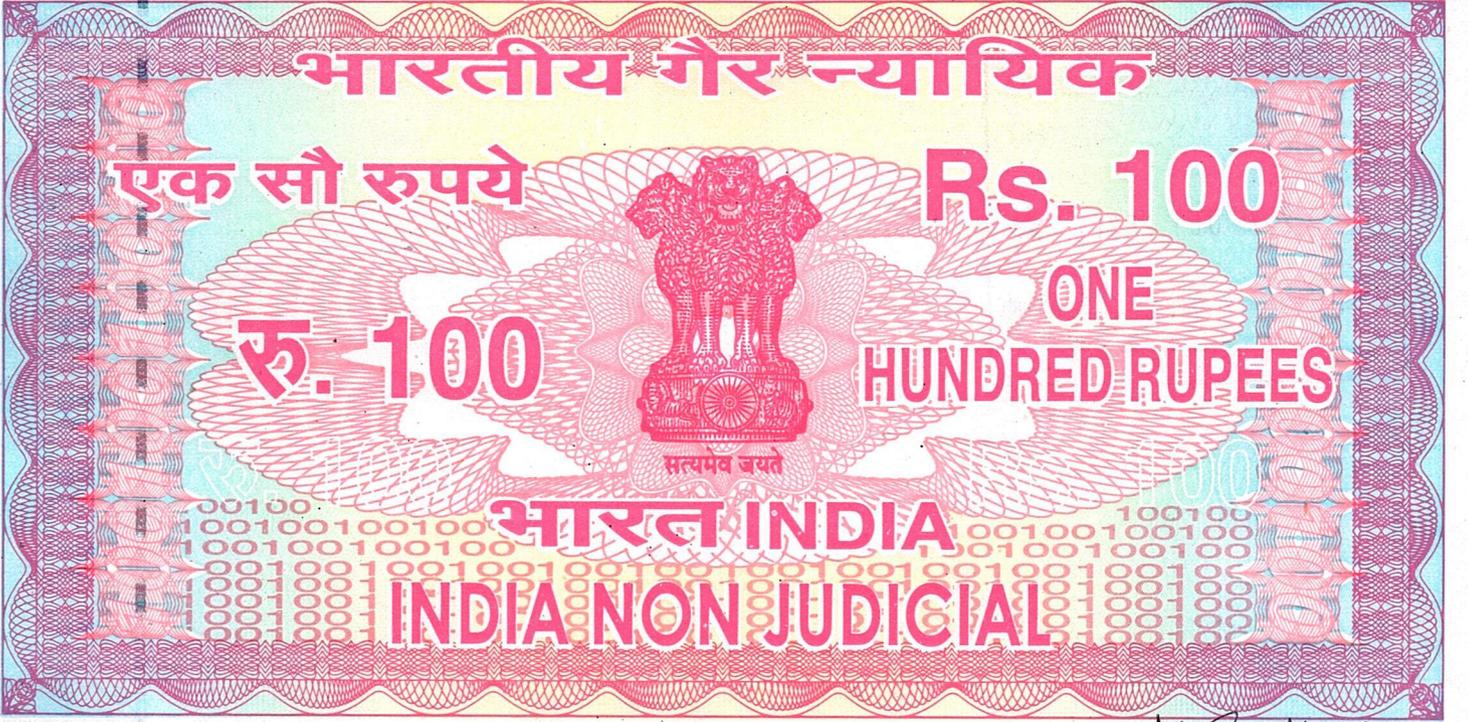
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*K. Geetha Rani*  
AS 275328

Sl. No. 4611, 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  
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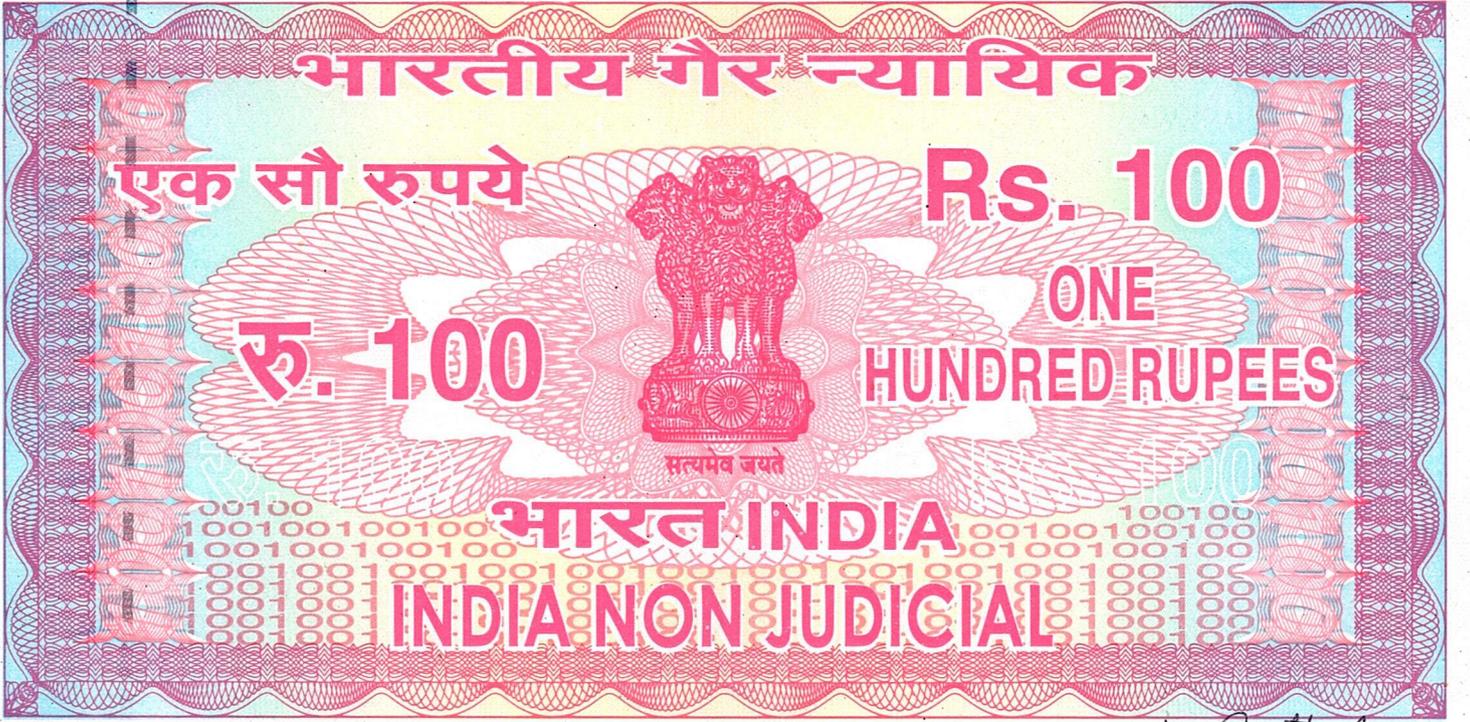
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*K. Geetha*  
AS 275329

Sl. No. 4612, 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**  
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*K. Geetha Rani*  
AS 275330

Sl. No. 4613 , 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**  
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**SERVICE PROVIDER AGREEMENT**

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**DATED 5 April 2022**

**BETWEEN**

**BHAGIRADHA CHEMICALS AND INDUSTRIES LIMITED**

**AND**

**PRESSMAN ADVERTISING LIMITED**

## SERVICE PROVIDER AGREEMENT

THIS **SERVICE PROVIDER AGREEMENT** (hereinafter referred to as the “**Agreement**”, which term will include the recitals, annexure and schedule to this Agreement) made at Mumbai on the 5 April 2022 (hereinafter referred to as the “**Effective Date**”) and entered by and amongst:

- (1) **BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED**, a public limited company incorporated under the provisions of the Companies Act, 1956, and 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 (herein after referred to as the “**Company**” or “**Client**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

- (2) **PRESSMAN ADVERTISING LIMITED**, a firm having its registered office at Pressman House, 10A Lee Road, Kolkata – 700020 and corporate office at 126, Jolly Maker Chambers II, Nariman Point, Mumbai - 400021, (hereinafter referred to as the “**Service Provider**” or “**Agency**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

The Company and the Service Provider are collectively referred to as the “**Parties**” and individually as a “**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 authorized the Issue and the Shareholders of the Company has pursuant to a resolution dated 5 February 2022 through a postal ballot, approved reservation of the Equity Shares for the Eligible Employees.
- C. The Company has filed a letter of offer dated 5 April 2022 with the Stock Exchanges.
- D. The Parties are now desirous of setting forth in detail and recording their business understanding to record their respective rights, duties and obligations and other matters

incidental thereto in this Agreement. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in consonance with the relevant provisions of the SEBI ICDR Regulations, the Companies Act, 2013 and other applicable laws.

- E. The Company has approached the Service Provider to provide advertising and media services in relation to the Issue, and the Service Provider has consented to lend its professional services to the Company for advertising and media relations in respect of the Issue on the terms set out in this Agreement; and
- F. The Parties acknowledge that the services proposed to be rendered by the Service Provider among other things, are required to be in consonance with the relevant provisions of the SEBI ICDR Regulations, Companies Act and other applicable laws

**AND NOW THEREFORE**, in consideration of the mutual covenants of the Parties, as applicable and other good and valuable consideration, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

#### **A. DEFINITIONS**

**“Agreement”** shall have the meaning as ascribed to it in the preamble to this agreement.

**“Affiliate”** with respect to any Party means (a) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any person which is a holding company or subsidiary or joint venture of such Party, and/or (c) any person in which such Party has a “significant influence” or which has “significant influence” over such Party, where “significant influence” over a Party is the power to participate in the management, financial or operating policy decisions of that Party but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 10% or more interest in the voting power of that Party are presumed to have a significant influence over that Party. For the purpose of this Agreement, the term Affiliate so far as it relates to Emkay Global Financial Services Ltd (the Lead Manager) shall mean to exclude the Company and vice versa.

**“Companies Act”** shall mean the Companies Act, 1956, as superseded and substituted by notified provisions of the Companies Act, 2013, read with the rules, regulations, clarifications and modifications thereunder.

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

**“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;

**“Equity Shares”** shall mean the equity shares of face value of ₹ 10 each of the Company;

**“Issue”** shall have the meaning ascribed to such term in the Recitals.

**“Issue Advertisements”** shall mean any advertisement made by the Company, subject to the applicable provisions of the SEBI ICDR Regulations and the Companies Act in connection with the Issue including any notices, addenda, corrigenda, statutory advertisement, announcement;

**“Issue Documents”** shall mean the Letter of Offer and the Abridged Letter of Offer including any amendments, supplements, addenda or corrigenda thereto.

**“Publicity Material”** includes corporate advertisements, product advertisements, Issue advertisements, and other advertisements of the Company, interviews by its Promoters, Directors, duly authorized employees or other company representatives of the Company, documentaries about the Company or its Promoters, periodical reports and press releases in newspapers, pictures, films, any other print medium, radio, television programmes or in any other electronic medium including, but not limited to, online media.

**“Publicity Memorandum”** shall mean the memorandum setting out the guidelines and restrictions on publicity, prepared by the legal counsels appointed for the Issue and provided to the Company in connection with the Issue.

**“Rights Equity Shares”** shall have the meaning ascribed to such term in the Recitals.

**“SEBI ICDR Regulations”** shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

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

**“Statutory Advertisements”** shall mean advertisements as prescribed under the Companies Act, 2013 and rules framed thereunder, as amended and the SEBI ICDR Regulations, including the advertisement to be issued pursuant to/ simultaneously with the filing of the Letter of Offer in compliance with the applicable law.

**“Stock Exchanges”** shall mean the BSE Limited and the National Stock Exchange of India.

## **B. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) capitalized terms used in this Agreement that are not specifically defined herein shall have the meaning assigned to them in the SEBI ICDR Regulations, Letter of Offer and the Abridged Letter of Offer, as the context requires. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Issue Documents shall prevail;
- (b) words denoting the singular number shall include the plural and vice versa;
- (c) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed, or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (f) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (g) any reference to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (h) any reference to a clause or paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Agreement; and
- (i) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

**I. SCOPE OF SERVICES TO BE PROVIDED BY AGENCY UNDER THIS SERVICE AGREEMENT:**

**Media monitoring and Reporting**

1. Tracking and providing media coverage related to the Client on a day-to-day basis on all working days from the date of the filing of the Letter of Offer until the Issue Closing Date. For media coverage related to the Client being published and/or disseminated on days other than the working days, the agency shall track and provide information, including news clippings, about the same on the next working day to the Company and the Lead Manager (to facilitate their filing of compliance report in the format specified in Part E of Schedule X of the SEBI ICDR Regulations of the SEBI ICDR Regulations).
2. The Agency agrees that pursuant to the SEBI ICDR Regulations, it would provide to the Company, Lead Manager and the legal advisor to the Issue on a weekly basis, a report along with copies of all news reports and advertisements issued for and on the Client in media, including news reports and advertisements appearing in all editions of (1) English National Daily-Financial Express (All Editions), (2) Hindi National Daily-ansatta (All Editions) and (3) Regional Language Daily – Nava Telangana (Hyderabad - Telugu) or such other newspapers as decided by the Client, in consultation with the Lead Manager and as recommended by Agency at a later stage in terms of the requirements of the Companies Act, 2013 and the SEBI ICDR Regulations or print and electronic media controlled by a media group where the media group has a private treaty/shareholders’ agreement with the Client or the promoters of the Client, as applicable, from the date of filing the Letter of Offer till the closure of the Issue. The report will be provided in the format provided in **Annexure A** and shall be provided through emails along with the scanned attachment of the news reports, advertisements etc. as detailed above. The Agency shall provide the relevant information, required to be submitted under Schedule X of the SEBI ICDR Regulations in the format specified in the **Annexure A** to this Agreement.
3. The Agency represents, confirms and acknowledges that the Lead Manager can rely on the Agency’s reports for providing the compliance certificate in connection with press releases,

Statutory Advertisements and/or Publicity Material to SEBI in this regard.

4. The Agency undertakes and represents to the Company and the Lead Manager, that they would follow the guidelines and restrictions as provided in the SEBI ICDR Regulations and applicable laws, the Publicity Memorandum, relating to the Issue advertisements, Statutory Advertisements and Publicity Material provided by the Agency.
5. The Agency shall be responsible for preparing and issuing any other communication and activity in relation to the Issue as advised by the Company, the Lead Manager or the legal counsel to the Issue.

**Advertising:**

6. Preparation of the drafts for all the advertisements for the Issue, including the Statutory Advertisement, Issue Advertisement, corrigendum advertisement, if any, and any other advertisements as required in accordance with the SEBI ICDR Regulations. The Agency shall provide the Lead Manager and the Company copies of the advertisements, published in the newspapers approved by the Company, a day after the same is published for all editions.
7. Negotiate with the media for the best possible rates. All rate benefits offered by the media will be passed on to the Client.
8. The Agency will release the advertisement campaign based on media plans and cost estimates approved by the Client.
9. The Agency will release the advertisement campaign based on media plans and cost estimates approved by the Client.
10. The Agency shall be responsible for managing all statutory and formal announcements in consultation with the Company and the Lead Manager, including but not limited to the announcement of the Issue opening advertisement, Issue closing advertisement, and basis of allotment, etc.
11. The Agency shall undertake reporting of any supplementary information that may be added to the Issue Documents at a later stage. The Agency shall be responsible for preparing and issuing any corrigenda and/or advertisements in connection with any supplementary information that may be added to the Issue Documents at a later stage.
12. The Agency shall bring to the notice of the Company, the Lead Manager and legal counsel to the Issue, any misreporting, adverse or negative reporting in any media, relating to the Client or the Issue and any reporting not supported by disclosures in the Issue Documents (together, "Adverse Reporting"), immediately upon becoming aware of such Adverse Reporting.
13. Service Provider would release the approved Issue Advertisements and/or Publicity Material as per the media plan and the release schedule as approved by the Company, the Lead Manager and the legal counsel to the Issue.
14. Co-ordination with the Company, Lead Manager and legal advisor to the Issue for approvals on all communications issued during the exercise and timely clearance/ advice on all regular advertisements on contact details provided in **Annexure B**.

15. The Service Provider shall distribute any advertisement (including Issue Advertisements) and / or the Publicity Material relating to the Company, its Affiliates and / or the Issue, only after the content of such communication has been approved by the Company, the Lead Manager and the legal advisor to the Issue and the Lead Manager and the release is authorized by the Company and the Lead Manager.

## **II. SERVICING TEAM:**

A team from the relevant group of the Agency will service the Client. The Agency team will be supported by the branch network and representatives of the Agency.

## **III. COMMERCIAL TERMS:**

1. The amount payable in the assignment would be:
  - a. Cost (in actuals) of advertising as per the approved budget at the time of signing, including media commission thereon; and
  - b. Professional Fees of Rs. 50,000/- (subject to tax deduction at source) + applicable GST, towards media monitoring
2. The amount mentioned in clause III (1) above does not include:
  - a. Any addition to the advertising budget in terms of additional creative, additional ads, ad-size, no. of insertions, change in publication; and
  - b. All other services and costs not included above.
10. All other costs, reasonably and properly incurred, by the Agency for the advertising would be reimbursed by the Company at actuals. The Agency would provide supporting documents in respect of such costs.
11. Wherever the Agency is required to make advance payments on behalf of the Client, the same shall be paid by the Client in advance, provided that appropriate documentary evidence of such costs is provided. These would include items such as road-show costs, if any, the cost of hiring outdoor media, bill boards etc.
12. Payment terms:
  - a. The advertising bills will be settled within 30 days of the last day of the month during which the advertisements were released. However, advance payment will be made for outdoor advertising.
  - b. All the conference / travel expenses will be paid by the company directly or advance payment may be made to the Agency. However, the tracking fee will be paid post listing of the issue.
13. Taxes wherever applicable will be charged extra.

## **IV. TERM OF AGREEMENT:**

The Agreement will be effective from the Effective Date until the listing and trading of the

equity shares proposed to be issued in the said Issue of the Client on the Stock Exchanges. Further, the Agency expressly agrees that it will create and maintain a backup of all media/press releases of the Client from the date of passing of the resolution by the Board of Directors of the Client approving the Issue on 14 December 2021, notwithstanding that the same is prior to the commencement of the term of this Agreement. The Client agrees to provide all media/press releases made by it to the Agency.

## **V. TERMINATION**

1. Either Party shall have the right to terminate this Agreement by giving the other Party prior notice of 1 (one) month in writing. In case of termination of the Agreement, all the unfinished jobs/ assignment which have reached a material stage shall be completed by the Agency as may be mutually decided. Notwithstanding anything contained in this Agreement, the Client shall have the sole discretion to terminate this Agreement with or without notice at any time, in the event the Client forms an opinion that the Agency is providing deficient services. In this regard, the Client shall provide reasonable opportunity to the Agency to be heard prior to terminating the Agreement, in such an event the Client shall not be responsible for any compensation to the Agency, apart from costs actually incurred, with the approval of the Client.
2. Clauses VII (Indemnity), VIII (Settlement of Disputes) and IX (Miscellaneous) shall survive the termination of this Agreement.

## **VI. CONFIDENTIALITY:**

1. The Agency shall maintain utmost confidentiality of any business, technical or financial information that is conveyed or provided in relation to this Agreement and at the time of disclosure, designated in writing as confidential (hereinafter the “**Confidential Information**”). Confidential Information shall include information regarding the execution and existence of this Agreement and the terms hereof.
2. The Agency shall not be liable for disclosure or use of any Confidential Information if the same is:
  - in the public domain;
  - rightfully received from a third party without any obligation of confidentiality;
  - rightfully known to it without any limitation on use or disclosure prior to its receipt from the Client’
  - independently developed by the Agency; and
  - communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority

## **VII. INDEMNITY:**

1. In case of breach or alleged breach of any provision of law, regulation or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement (the “**Breach**”) by Agency, the Agency shall, at its own cost and expense, promptly on demand indemnify, defend and hold the Client, its directors, management and/ or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney’s fees and court costs arising out of such Breach.

2. In case of Breach or alleged Breach by Agency, the Agency shall, at its own cost and expense, indemnify, defend and hold the Lead Manager, its directors, management and/ or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of such Breach.
3. The maximum aggregate liability of the Agency, together with its sister concerns, Affiliates, directors, employees, associates or contractor under Clauses VII(1) and VII(2) shall in no event exceed the aggregate amount of professional fees paid and payable by the Company to the Agency under this Agreement.
4. The Agency also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Annexure C** to the Lead Manager to indemnify the Lead Manager and its directors, officers, management, representatives, employees, advisors, associates and Affiliates for any and all losses, direct or indirect, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of a Breach of the obligations of the Agency or any of its Affiliates under this Agreement.
5. The Client shall at its own cost and expense, indemnify, defend and hold the Agency, its directors, employee, associates or contractor free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs which may arise as a result of any claim, suit or proceeding brought against the Agency, due to any materials or publicity prepared for the Client which was either approved by the Client or was based on materials, ideas or directions provided by the Client or any of its personnel/representatives.

#### **VIII. SETTLEMENT OF DISPUTES:**

1. The provisions of this Agreement shall be governed by and construed in accordance with Indian law. In the event of any disputes/ differences between Parties to this Agreement (the "**Disputing Parties**") hereto, whether before or after the termination of this Agreement, regarding the interpretation of any provision of this Agreement or regarding any claim of one Disputing Party against the other or regarding any other matter arising out of this Agreement, the Disputing Parties shall promptly and in good faith endeavor to settle the matter by mutual conciliation. In case no amicable resolution is reached within a period of 30 (thirty) days, or within such extended period as the Disputing Parties may agree upon, from the date on which the dispute or difference arose, a Disputing Party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Each Disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator, who shall be the chairman, within 15 days of receipt of the second arbitrator's confirmation of his/her appointment.
2. The arbitration award shall be final, conclusive and binding on the Disputing Parties, the Disputing Parties agree to be bound thereby and to act accordingly. Furthermore, the arbitration award shall be subject to enforcement in any court of competent jurisdiction. The place of arbitration shall be Mumbai, India and the language shall be English.

3. Notwithstanding the power of the arbitrator(s) to grant interim relief, the Disputing Parties shall have the power to seek appropriate interim relief from the courts of India.
4. Subject to the above, the courts in Mumbai shall have exclusive jurisdiction in respect of any dispute arising out of this Agreement.

**IX. MISCELLANEOUS:**

1. The Parties represent that they have taken all necessary corporate action to authorize the execution and consummation of this Agreement and have the requisite and proper authorization to execute this Agreement. They undertake to furnish satisfactory evidence of the same upon request.
2. The Agency represents that it will not directly or indirectly induce others to carry out in any manner the publicity which may be restricted under the SEBI ICDR Regulations and other applicable laws.
3. Client confirms that neither the Client nor any of the Promoters of the Client have entered into any private treaty/ shareholder's agreement with any media group or media company.
4. Client undertakes to inform Lead Manager and Agency, during the course of the Issue, with respect to Client or its promoters entering into any private treaty/ shareholder's agreement with any media group or media company.
5. In the performance of this Agreement, both Parties are acting on principal to principal basis, independent of each other. None of the employee, officials, agents or assigns of a Party can be treated as agent of the other Party and in no case can bind the other Party by its representations and acts.
6. If any provision/s of this Agreement is held to be invalid or unenforceable under the applicable law, such provision/s shall be ineffective only to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof or the Agreement, as the case may be.
7. Failure to exercise part of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance, such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.
8. This Agreement shall be executed in duplicate and both copies should be treated as original for all purposes.
9. Each Party hereby covenants that during the term of this Agreement and for a period of three months following its termination or expiration, it shall not, without the previous written consent of the other, employ or contract the services of any person who was employed or contracted by either Parties.
10. The Client agrees to the following, as part of the obligation to this Agreement:
  - to give clear direction and information to the Agency on activities, materials, plans and research reports;

- research reports;
- to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing; and
- to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.

10. In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by speed post / registered post A.D./courier/ email transmission and shall be addressed as follows:

In case of Agency, to:

**Pressman Advertising Limited**  
 126, Jolly Maker Chambers II,  
 Nariman Point,  
 Mumbai - 400021;  
**Attn: Alkesh Bhatt;**  
**Tel:** 022 43026000;  
**Fax:** 022 43026030;  
**Email Id:** mumbaifin@pressmanindia.com

In case of the Client, to:

**Bhagiradha Chemicals & Industries Limited**  
 8-2-269/S/3/A, Plot No. 3,  
 Sagar Society, Road No. 2,  
 Banjara Hills, Hyderabad – 500 034,  
**Attn:** Bandhakavi Krishna Mohan Rao  
**Tel:** +91 40 23540615  
**Fax:** +91 40 2354 0444  
**Email:** krish.b@bhagirad.com

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

<p><b>For Pressman Advertising Limited</b></p>   <p><b>(Authorized Signatory)</b></p> <p><b>Name:</b></p> <p><b>Designation:</b></p> <p><b>Place:</b></p>	<p><b>For Bhagiradha Chemicals &amp; Industries Limited</b></p> <p><b>For BHAGIRADHA CHEMICALS &amp; INDUSTRIES LTD.</b></p>  <p><b>B. Krishna Mohan Rao</b>  <b>(Authorized Signatory) Financial Officer</b></p> <p><b>Name:</b></p> <p><b>Designation:</b></p> <p><b>Place:</b> Hyderabad</p>
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- research reports;
- to give access to and availability of the top management for direction, spokesman-ship and performance reviews with prior appointment, preferably in writing; and
- to give adequate lead-time and advance notice, as is necessary to professionally carry out services provided under this Agreement.

10. In case any notice is required to be given for the purposes of this Agreement, the same shall be given by personal delivery or by speed post / registered post A.D./courier/ email transmission and shall be addressed as follows:

In case of Agency, to:

**Pressman Advertising Limited**  
 126, Jolly Maker Chambers II,  
 Nariman Point,  
 Mumbai - 400021;  
**Attn: Alkesh Bhatt;**  
**Tel: 022 43026000;**  
**Fax: 022 43026030;**  
**Email Id: mumbaifin@pressmanindia.com**

In case of the Client, to:

**Bhagiradha Chemicals & Industries Limited**  
 8-2-269/S/3/A, Plot No. 3,  
 Sagar Society, Road No. 2,  
 Banjara Hills, Hyderabad – 500 034,  
**Attn: Bandhakavi Krishna Mohan Rao**  
**Tel: +91 40 23540615**  
**Fax: +91 40 2354 0444**  
**Email: krish.b@bhagirad.com**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year mentioned above.

<p><b>For Pressman Advertising Limited</b></p>  <p><b>(Authorized Signatory)</b></p> <p><b>Name: Alkesh Bhatt</b></p> <p><b>Designation: Senior Account Manager</b></p> <p><b>Place: Mumbai</b></p>	<p><b>For Bhagiradha Chemicals &amp; Industries Limited</b></p> <p><b>(Authorized Signatory)</b></p> <p><b>Name:</b></p> <p><b>Designation:</b></p> <p><b>Place:</b></p>
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Witnesses:

1. K. K  
(K. Rajendra Prasad)
2. R. Shasanya  
R. Shasanya

**Annexure A**

[ON THE LETTERHEAD OF THE AGENCY]

Date: \_\_\_\_\_

To:

**Emkay Global Financial Services Ltd**  
The Ruby, 7th floor,  
Senapati Bapat Marg,  
Dadar (West)  
Mumbai 400 028.

(hereinafter referred to as “Lead Manager” or “LM’)

Ladies and Gentlemen:

**Subject: Information with respect to the news reports for the proposed issue of equity shares of face value of ₹10 each (Equity Shares) by Bhagiradha Chemicals & Industries Limited (Company) on rights basis (Rights Equity Shares) and reservation of Equity Shares of face value of ₹10 each (Reserved Equity Shares) for eligible employees by the Company made along with the rights issue (Issue).**

Pursuant to the provisions of the Service Provider Agreement dated \_\_\_\_\_, we, confirm that since \_\_\_\_\_ (i.e., the date of filing the Letter of Offer (LOF)) till the date of closure of the Issue (“Issue closure”), there has been no news report appearing in: (a) newspapers in which public announcement with respect to filing of the LOF with Securities and Exchange Board of India, BSE Limited (BSE) and National Stock Exchange of India Limited (NSE, together with BSE referred as “Stock Exchanges”) was made; and (b) print and electronic media controlled by a media group where the media group has a private treaty/shareholders’ agreement with the Company or promoters of the Company, other than as mentioned below:

Sr. No.	News report details (Newspaper, date, etc)	Subject Matter	Whether contents of the news reports are supported by disclosures in the Letter of Offer or advertisements made pursuant to the SEBI ICDR Regulations or information available on the website of the Stock Exchanges (Y/N)	If yes, page numbers in the Letter of Offer where the disclosures are made for the reports released by Agency
_____	_____	_____	_____	_____

The newspaper reports mentioned above are annexed in **Annexure I**.

The information provided may be relied upon by the Company, the Lead Manager and the legal advisor to the Issue.

We confirm that we will immediately inform the Lead Manager and the Company of any changes to the information stated herein until the date on which Issue Shares commence trading on the Stock Exchanges. In the absence of any such communications, the information stated herein should be taken as updated information. This confirmation may be relied upon by the Lead Manager and the legal advisor to the Issue for providing the certificate to SEBI as required by the SEBI ICDR Regulations in this regard and making any other related filings with SEBI and the Stock Exchanges.

In case, the above information is untrue, incomplete or incorrect in any respect, **Pressman Advertising Limited** shall, at its own cost and expense, indemnify, defend and hold the Lead Manager, its Affiliates, and its directors, officers, management, representatives or employees free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, which *inter alia* includes attorney's fees and legal expenses arising out of any such default on part of Agency.

This information and indemnity shall be governed by and construed in accordance with Indian law and the Service Provider Agreement dated \_\_\_\_\_. Any dispute arising in relation to this Statement may be referred by the LM or Agency to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Each Disputing Party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator who shall be the presiding arbitrator within 15 days of receipt of the second arbitrator's confirmation of his/her appointment. The place of arbitration shall be Mumbai, India and the language of arbitration shall be English. The rights and obligations of the parties under, or pursuant to, this statement, including the arbitration clause, shall be under the exclusive jurisdiction of the courts located at Kolkata.

Capitalised words used herein and not specifically defined shall have the respective meanings given to them in the Service Provider Agreement dated \_\_\_\_\_.

Sincerely,

**For and on behalf of Pressman Advertising Limited**

Authorized Signatory

**Annexure B**

<b>Sr. No.</b>	<b>Entity to whom information/ intimation is to be sent</b>	<b>E-mail address of the entity</b>
1.	Bhagiradha Chemicals & Industries Limited	krish.b@bhagirad.com
2.	Emkay Global Financial Services Ltd	star.project@emkayglobal.com
3.	Bharucha & Partners	bpteam.projectstar@bharucha.in

## Annexure C

### Letter of Indemnity

Date: \_\_\_\_\_

To,

**Emkay Global Financial Services Ltd**

The Ruby, 7th floor,  
Senapati Bapat Marg,  
Dadar (West)  
Mumbai 400 028.

(hereinafter referred to as “**Lead Manager**” or “**LM**”)

Ladies and Gentlemen:

**Subject: Information with respect to the news reports for the proposed issue of equity shares of face value of ₹10 each (Equity Shares) by Bhagiradha Chemicals & Industries Limited (Company) on rights basis (Rights Equity Shares) and reservation of Equity Shares of face value of ₹10 each (Reserved Equity Shares) for eligible employees by the Company made along with the rights issue (Issue).**

1. 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.
2. Pressman Advertising Limited (**Service Provider**) has entered into a service provider agreement (**Agreement**) dated \_\_\_\_\_ with the Company in relation to rendering advertising and media serviced in relation to the Issue in compliance with the SEBI ICDR Regulations and to provide media monitoring services in compliance with the provisions of the SEBI ICDR Regulations. The Service Provider has read the SEBI ICDR Regulations and other applicable law in so far as the same is applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its obligations and the consequences of any default on its part.
3. Pursuant to the provisions of the Agreement, the Service Provider has undertaken to enter into this Letter of Indemnity in favour of the Lead Manager to indemnify the Lead Manager for any and all losses, liabilities, claims, actions, costs and expenses, including reasonable

attorney's fees and court costs arising out of a breach of the Service Provider's obligations under the Agreement, relating to the delivery of media compliance certificate to the Lead Manager as per applicable law.

4. Accordingly, the Service Provider hereby irrevocably undertakes and agrees that in case of breach or alleged breach of any provision of law, regulation or order of any court or regulatory authority or of any of the terms and conditions mentioned in the Agreement by the Service Provider and, or, its partners, representatives, officers, directors or other persons acting on its behalf, and, or, such reports or any information provided by the Service Provider to the Lead Manager is untrue, incomplete or incorrect in any respect, the Service Provider shall, at its own cost and expense, indemnify, defend and hold each Lead Manager, and its affiliates, directors, management, officers, representatives and employees, free and harmless from and against any and all losses, liabilities, claims, damages, actions, costs and expenses, including without limitation, attorney's fees and court costs, arising out of such breach.
5. It is clarified that the maximum aggregate liability of the Service Provider, together with their affiliates, directors, employees, associates or contractors to indemnify the Lead Manager and their respective affiliates, directors, management, officers, representatives and employees, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under the Agreement.
6. The indemnity provided in this Letter of Indemnity shall survive the expiry, termination of the Agreement.
7. This Letter of Indemnity may be amended or altered only with the prior written approval of the Lead Manager.
8. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by telefacsimile or other similar facsimile transmission, (c) e-mail (d) or sent by registered mail, postage prepaid, address of the party specified herein below, or to such fax number as may be designated in writing by such party. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; and if sent by registered post, speed post, be deemed given when received.
9. In case any notice is required to be given for the purposes of this Letter of Indemnity, the same shall be given by personal delivery or by Speed Post, Registered Post A.D. and shall be addressed as follows:

In case the Company:

Name : **BHAGIRADHA CHEMICALS & INDUSTRIES LIMITED**

Address : 8-2-269/S/3/A, Plot No. 3, Sagar Society, Road No. 2, Banjara Hills,  
Hyderabad – 500 034, Telangana, India

Attention : Bandhakavi Krishna Mohan Rao

Tel. No : +91 40 23540615

Email : krish.b@bhagirad.com

In case the Service Provider:

Name : **PRESSMAN ADVERTISING LIMITED**  
Address : Pressman House, 10A Lee Road, Kolkata – 700020 and corporate office at 126, Jolly Maker Chambers II, Nariman Point, Mumbai - 400021  
Attention : Mr. Alkesh Bhatt  
Tel. No : 022 35914843  
Email : [mumbaifin@pressmanindia.com](mailto:mumbaifin@pressmanindia.com)

In case of the Lead Manager:

Lead Manager : **EMKAY GLOBAL FINANCIAL SERVICES LTD**  
Address : The Ruby, 7th floor, Senapati Bapat Marg, Dadar (West) Mumbai 400 028  
Attention : **Yatin Singh**  
Tel. No : +91 22 66121212  
Email : star.project@emkayglobal.com

All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, wherever applicable.

All capitalised terms not specifically defined herein will have the same meanings attributed to such terms in the Service Provider Agreement dated \_\_\_\_\_ .

Yours sincerely,

**For and on behalf of Pressman Advertising Limited**

\_\_\_\_\_  
(Authorised Signatory)

**Counter signed by**

**Emkay Global Financial Services Ltd**

\_\_\_\_\_  
(Authorised Signatory)