

SHARE ESCROW AGREEMENT DATED MARCH 9, 2022

AMONG

ELIN ELECTRONICS LIMITED

AND

KAMAL SETHIA

AND

KISHORE SETHIA

AND

GAURAV SETHIA

AND

SANJEEV SETHIA

AND

SUMIT SETHIA

AND

SUMAN SETHIA

AND

VASUDHA SETHIA

AND

VINAY KUMAR SETHIA

AND

ELIN APPLICANCES PRIVATE LIMITED

AND

OTHER SELLING SHAREHOLDERS

AND

KFIN TECHNOLOGIES PRIVATE LIMITED

TABLE OF CONTENTS

| | |
|---|------|
| 1. DEFINITIONS AND INTERPRETATION | 3 |
| 2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT | 9 |
| 3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM..... | 10 |
| 4. OWNERSHIP OF THE OFFERED SHARES | 11 |
| 5. OPERATION OF THE ESCROW DEMAT ACCOUNT | 12 |
| 6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT..... | 15 |
| 7. INDEMNITY | 16 |
| 8. TERMINATION..... | 17 |
| 9. CLOSURE OF THE ESCROW DEMAT ACCOUNT | 18 |
| 10. GENERAL..... | 19 |
| ANNEXURE I | j |
| ANNEXURE II..... | ii |
| SCHEDULE A..... | iv |
| SCHEDULE B..... | v |
| SCHEDULE C..... | vi |
| SCHEDULE D..... | vii |
| SCHEDULE E..... | viii |
| SCHEDULE F..... | ix |
| SCHEDULE G..... | xi |
| SCHEDULE H..... | xvi |

SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this "Agreement") made on March 9, 2022 at Mumbai by and among:

- (1) **ELIN ELECTRONICS LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 143, Cotton Street, Kolkata – 700 007, West Bengal, India (the "Company") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;
- (2) **KAMAL SETHIA**, a resident of 4771, Bharat Ram Road, 23 Daryaganj, New Delhi -110002 ("Kamal Sethia");
- (3) **KISHORE SETHIA**, a resident of 4771, Bharat Ram Road, 23 Daryaganj, New Delhi -110002; ("Kishore Sethia");
- (4) **GAURAV SETHIA**, a resident of 4771, Bharat Ram Road, 23 Daryaganj, New Delhi -110002 ("Gaurav Sethia");
- (5) **SANJEEV SETHIA**, a resident of B-141, Sector-30 Noida-201301 (U.P.); ("Sanjeev Sethia");
- (6) **SUMIT SETHIA**, a resident of L-84, Verna Industrial Estate, Verna, Goa - 403722; ("Sumit Sethia");
- (7) **SUMAN SETHIA**, a resident of 4771, Bharat Ram Road, 23 Daryaganj, New Delhi -110002; ("Suman Sethia");
- (8) **VASUDHA SETHIA**, a resident of 4771, Bharat Ram Road, 23 Daryaganj, New Delhi -110002; ("Vasudha Sethia");
- (9) **VINAY KUMAR SETHIA**, a resident of a resident of E-21, Sector-30, Noida-201301 (U.P.); ("Vinay Kumar Sethia");
- (10) **ELIN APPLIANCES PRIVATE LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Village Belikhol, Manpura, Tehsil Nalagarh, District Solan (H.P) (the "Corporate Selling Shareholder");
- (11) **THE INDIVIDUALS LISTED OUT IN ANNEXURE I** (the "Other Selling Shareholders")
- (12) **KFIN TECHNOLOGIES PRIVATE LIMITED**, a company incorporated under the laws of India and whose registered office is situated at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (the "Share Escrow Agent").

In this Agreement:

- (i) Kamal Sethia, Kishore Sethia, Gaurav Sethia, Sanjeev Sethia, Sumit Sethia, Suman Sethia, Vasudha Sethia and Vinay Kumar Sethia are collectively referred to as the "Promoter Selling Shareholders" and individually as "Promoter Selling Shareholder"
- (ii) the Promoter Selling Shareholders, Corporate Selling Shareholders and Other Selling Shareholders are collectively referred to as the "Selling Shareholders" and

- (iii) the Company, the Selling Shareholders and the Share Escrow Agent are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of INR 5 each of the Company (the "Equity Shares") comprising a fresh issue of Equity Shares by the Company aggregating up to INR 1,750 million (the "Fresh Issue") and an offer for sale of (i) Equity Shares held by the Promoter Selling Shareholders (the "Promoter Offered Shares"); (ii) Equity Shares held by the Corporate Selling Shareholder (the "Corporate Selling Shareholder Offered Shares"); and (iii) Equity Shares held by the Other Selling Shareholders (the "Other Selling Shareholder Offered Shares"), together, (the "Offered Shares"), aggregating up to INR 5,850 million (such offer for sale, the "Offer for Sale") (the Fresh Issue together with the Offer for Sale, the "Offer"), in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the "ICDR Regulations") and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the ICDR Regulations and agreed to by the Company, in consultation with the BRLMs (the "Offer Price"). The Offer may include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the ICDR Regulations. The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the ICDR Regulations, and (ii) outside the United States, to institutional investors in "offshore transactions" as defined in and in reliance on Regulation S under the U.S. Securities Act ("Regulation S") and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made.
- B. The board of directors of the Company ("Board of Directors"), pursuant to a resolution passed at its meeting held on September 6, 2021, the shareholders of the Company pursuant to a resolution dated September 30, 2021 have approved and authorized the Offer.
- C. The Promoter Selling Shareholders have consented to participate in the Offer in accordance with the terms provided in its consent letter, the details of which are set out in Annexure II.
- D. The Corporate Selling Shareholder has consented to participate in the Offer in accordance with the terms provided in its consent letter, the details of which are set out in Annexure II.
- E. The Other Selling Shareholders have consented to participate in the Offer in accordance with the terms provided in their consent letters, the details of which are set out in Annexure II.
- F. The Company, the Selling Shareholders and the Book Running Lead Managers have executed an offer agreement dated November 17, 2021 in connection with the Offer (the "Offer Agreement"). The agreed fees and expenses payable to the Book Running Lead Managers for managing the Offer are set forth in fee letters executed by the Company, the Selling Shareholders, and the Book Running Lead Managers.
- G. The Other Selling Shareholders have each provided a duly executed and valid power of attorney in favour of Kamal Sethia and Vinay Kumar Sethia, officials of the Company to enter into this Agreement and any amendments thereto and provide such instructions, consents, confirmations, declarations, undertakings and indemnity, as may be required and to take decisions on their behalf in relation to the Offer.

- H. The Company has filed the Draft Red Herring Prospectus with the Securities and Exchange Board of India (the "SEBI") in accordance with the ICDR Regulations on November 17, 2021 and subsequently, after incorporating all comments and observations received from SEBI, the Company proposes to file a red herring prospectus (the "Red Herring Prospectus") issued with respect to the Offer and upon successful completion of the Book Building Process, a prospectus issued with respect to the Offer, with the Registrar of Companies, West Bengal at Kolkata ("RoC"), and BSE Limited and National Stock Exchange of India Limited (together, "Stock Exchanges") and SEBI in accordance with the Companies Act and the ICDR Regulations.
- I. Pursuant to an agreement dated November 17, 2021, the Company and the Selling Shareholders have appointed KFin Technologies Private Limited as the Registrar to the Offer. Subject to the terms of this Agreement, the Selling Shareholders have, severally but not jointly, agreed to authorize and appointed KFin Technologies Private Limited to act as the Share Escrow Agent for the Offer and deposit the respective portions of the Offered Shares into an escrow account(s) opened by KFin Technologies Private Limited with the Depository Participant. The Company in consultation with the Book Running Lead Managers has consented to such appointment and KFin Technologies Private Limited has provided its consent to act as the Share Escrow Agent for the Offer.
- J. Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and transfer the Sold Shares (as defined below) pursuant to the Offer to the Allotees (as defined below), and to transfer any remaining unsold Offered Shares back to the Selling Shareholders Demat Account (as defined below).

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 by the Parties, each of the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Draft Red Herring Prospectus, the Preliminary Offering Memorandum, the Prospectus, and the Offering Memorandum, as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus shall prevail, to the extent of any such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

"Affiliate" with respect to any Party shall mean (i) 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, (ii) any other person which is a holding company, or subsidiary or joint venture of such Party, and/or (iii) 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 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 Agreement, the terms "holding company" and "subsidiary" have the respective meanings set forth in Sections 2(46) and 2(87) of the Companies Act, respectively. In addition,

the Promoter and the Group Companies and the members of the Promoter Group shall be deemed to be Affiliates of the Company. The terms "Promoter", "Promoter Group" and "Group Companies" shall have the meanings given to the respective terms in the Offer Documents. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act;

For the purposes of this Agreement, each Selling Shareholder and its Affiliates shall not be considered an Affiliate of the Company. Notwithstanding anything contained in this definition, for the purposes of this Agreement, in respect of the Selling Shareholder, any portfolio or investee company, limited partner, investor or non-controlling shareholder of a Selling Shareholder or its Affiliates shall not be considered as 'Affiliates' of the Selling Shareholder;

"Agreement" shall have the meaning given to such term in the Preamble;

"Allot" or "Allotment" or "Allotted" shall mean, unless the context otherwise requires, allotment of the Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares pursuant to the Offer for Sale to the successful Bidders;

"Allottee" shall mean a successful Bidder to whom the Equity Shares are Allotted;

"Anchor Investors" shall mean a qualified institutional buyer, applying under the Anchor Investor Portion in accordance with ICDR Regulations and the Red Herring Prospectus, and who has Bid for an amount of at least ₹ 100 million;

"Applicable Law" shall mean any applicable law, statute, by-law, rule, regulation, guideline, circular, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), equity listing agreements of the Stock Exchanges, guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the ICDR Regulations, the Listing Regulations, the FEMA and the respective rules and regulations thereunder, and any guidelines, instructions, rules, notifications, communications, orders, circulars, notices and regulations issued by any Governmental Authority (and agreements, rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer);

"Arbitration Act" shall have the meaning given to such term in Clause 10.4(ii);

"Board of Directors" shall have the meaning given to such term in Recital (B);

"Book Running Lead Managers" shall mean the book running lead managers to the Offer, namely, Axis Capital Limited and JM Financial Limited;

"BSE" shall mean BSE Limited;

"Cash Escrow and Sponsor Bank Agreement" shall mean the agreement to be entered for *inter-alia*, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof;

"Closing Date" shall mean the date on which the Equity Shares are Allotted in the Offer in accordance with the Basis of Allotment approved by the Designated Stock Exchange, in accordance with Applicable Law;

"Companies Act, 2013" or **"Companies Act"** shall mean the Companies Act, 2013 along with the relevant rules, notifications and clarifications made thereunder;

"Company" shall have the meaning given to such term in the Preamble;

"Confidential Information" shall have the meaning given to such term in Clause 10.9(i);

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

"Corporate Action Requisition" shall mean the instructions duly signed by the Company, in the format prescribed by the Depositories from time to time, along with the prescribed supporting documentation, authorizing the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat accounts of the Allottees in relation to the Offer;

"Deposit Date" shall mean in the case of Other Selling Shareholders and Corporate Selling Shareholder the date of transfer of their respective portion of Offered Shares to the Escrow Demat Account, if not already transferred, within two (2) Working Days from the date of execution of this Agreement, and in the case of the Promoter Selling Shareholders shall mean at least two (2) Working Days prior to the filing of the Red Herring Prospectus with the RoC or by such date as maybe agreed upon by all the Parties, as applicable;

"Depositories Act" shall mean the Depositories Act, 1996;

"Depositories" shall mean National Securities Depository Limited and Central Depository Services (India) Limited;

"Depository Participant" shall mean the depository participant as defined under the Depositories Act;

"Designated Stock Exchange" shall mean the stock exchange to be appointed as the designated stock exchange for the purposes of the Offer;

"Dispute" shall have the meaning given to such term in Clause 10.4(ii);

"Disputing Parties" shall have the meaning given to such term in Clause 10.4(ii);

"Draft Red Herring Prospectus" shall mean the draft red herring prospectus issued in accordance with the ICDR Regulations, which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer, including any addenda or corrigenda thereto;

"Drop Dead Date" shall mean such date after the Bid/Offer Closing Date not exceeding six Working Days from the Bid/Offer Closing Date;

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

"Escrow Demat Account" shall mean the dematerialized account opened by the Share Escrow Agent with the Depository(ies) to keep the Offered Shares in escrow;

"Event of Failure" shall have the meaning given to such term in Clause 5.3;

"Fresh Issue" shall have the meaning given to such term in Recital (A);

"Governmental Authority" shall include the SEBI, the Stock Exchanges, the Registrar of Companies, the Reserve Bank of India, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

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

"Indemnified Party" shall have the meaning given to such term in Clause 7.1;

"IPO Committee" shall mean the committee constituting Kamal Sethia (Chairperson); Sanjeev Sethia; and Kamal Singh Baid;

"Lien" shall mean any pre-emptive right, claim, equity, lien, pledge, mortgage, security interest, charge, trust, transfer restriction, encumbrance or any other right or interest, both present and future;

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

"NSE" shall mean National Stock Exchange of India Limited;

"Offer Agreement" shall have the meaning given to such term in Recital (F);

"Offer Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice, the Preliminary Offering Memorandum and the Offering Memorandum, any Supplemental Offer Materials, and any amendments, supplements, notices, corrections or corrigenda to such offering documents ;

"Offer for Sale" shall have the meaning given to such term in Recital (A);

"Offer Price" shall have the meaning given to such term in Recital (A);

"Offer" shall have the meaning given to such term in Recital (A);

"Offering Memorandum" shall mean the offering memorandum consisting of the Prospectus and the international wrap to be used for offer and sale to persons/entities that are resident outside India;

"Parties" or **"Party"** shall have the meaning given to such term in the Preamble;

"Preliminary Offering Memorandum" shall mean the preliminary offering memorandum consisting of the Red Herring Prospectus and the preliminary international wrap to be used for offer and sale to persons/entities that are resident outside India;

"Pricing Date" shall mean the date on which the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, will finalize the Offer Price;

"Offered Shares" shall have the meaning given to such term in Recital (J);

"Promoters" shall mean promoters of the Company being Mangi Lal Sethia, Kamal Sethia, Kishore Sethia, Gaurav Sethia, Sanjeev Sethia, Sumit Sethia, Suman Sethia, Vasudha Sethia and Vinay Kumar Sethia;

"Promoter Selling Shareholders" and **"Promoter Selling Shareholder"** shall have the meaning given to such term in the Preamble;

"Promoter Selling Shareholder Demat Account" shall mean the demat account of each of the Promoter Selling Shareholders;

"Prospectus" refers to the prospectus for the Offer to be filed with the RoC on or after the Pricing Date in accordance with Section 26 of the Companies Act and the ICDR Regulations containing, *inter-alia*, the Offer Price that is determined at the end of the book building process, the size of the Offer and certain other information, including any addenda or corrigenda thereto;

"Public Offer Account Bank" shall mean a bank which is a clearing member and registered with SEBI as a banker to an issue and with which the Public Offer Account will be opened;

"Public Offer Account(s)" shall mean 'no-lien' and 'non-interest bearing' account(s) to be opened with the Public Offer Account Bank, under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Account and ASBA Accounts on the Designated Date;

"Red Herring Prospectus" shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act and the provisions of the ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued or transferred and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/ Offer Opening Date and will become the Prospectus upon registration with the RoC after the Pricing Date;

"Registrar" or "Registrar to the Offer" shall mean KFin Technologies Private Limited;

"Regulation S" shall have the meaning given to such term in Recital (A);

"RoC" shall have the meaning given to such term in Recital (H);

"Rule 144A" shall have the meaning given to such term in Recital (A);

"SEBI" shall have the meaning given to such term in Recital (H);

"Selling Shareholders Demat Account(s)" shall mean the details of the demat account(s) of the respective Selling Shareholders as set out in Schedule A;

"Selling Shareholder" or "Selling Shareholders" shall have the meaning given to such term in the Preamble;

"Share Escrow Agent" shall have the meaning given to such term in the Preamble;

"Share Escrow Failure Notice" shall have the meaning given to such term in Clause 5.3;

"Shareholder Reservation Portion" shall have the meaning given to such term in Recital (A);

"Sold Shares" shall mean the Offered Shares that are sold in the Offer in accordance with the finalized Basis of Allotment and credited to the demat accounts of the Allottees;

"Stock Exchanges" shall mean the BSE and the NSE;

"Supplemental Offer Materials" shall mean any "written communication" (as defined in Rule 405 under the U.S. Securities Act) that constitutes an offer to sell or a solicitation of an offer to buy the Equity Shares (other than the Preliminary Offering Memorandum and the Offering Memorandum) including, but not limited to, the investor road show presentations or any other road show materials relating to the Equity Shares or the Offer;

"Transfer" shall mean any "transfer" of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholders therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value; (iii) any Lien, in each case relating to the Offered Shares in or extending or attaching to the Offer or any interest therein;

"U.S. Securities Act" shall have the meaning given to such term in Recital A; and

"Working Day(s)" shall mean all other than second and fourth Saturday of the month, Sunday or a public holiday, on which commercial banks in Mumbai are open for business; provided, however, with reference to (a) announcement of price band; and (b) Bid/ Offer Period, the expression "Working Day" shall mean all days on which commercial banks in Mumbai are open for business, excluding all Saturdays, Sundays or public holidays; and (c) with reference to the time period between the Closing Date and the listing of the Equity Shares on the Stock Exchanges, the expression 'Working Day' shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, in terms of the circulars issued by SEBI.

1.2 In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iii) references to the words "include" or "including" shall be construed without limitation unless the context otherwise requires or unless otherwise specified;
- (iv) 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;

- (v) references to any Party shall also include such Party's successors in interest and permitted assigns or heirs, executors, administrators, and successors, as the case may be, under any agreement, instrument, contract or other document;
- (vi) references to a "person" shall include any natural person, firm, general, limited, or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (vii) references to statutes or regulations or statutory or regulatory provisions include such statutes or statutory provisions and any orders, rules, regulations, guidelines, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;
- (viii) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (ix) references to a preamble, section, clause, paragraph, schedule, or annexure is, unless indicated to the contrary, a reference to a Preamble, Section, paragraph, Schedule, or Annexure of this Agreement;
- (x) in the event of any discrepancies or inconsistencies in the definitions set out in this Agreement and those set out in the Offer Documents, the definitions provided in this Agreement shall prevail;
- (xi) any consent required to be provided by the Book Running Lead Managers shall mean the prior written consent of each of the Managers, as the case may be, unless expressly provided otherwise;
- (xii) the rights and obligations of, and the representations, warranties and undertakings by, each of the Parties under this Agreement are several (and not joint, or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party;
- (xiii) references to any date or time in this Agreement shall be construed to be references to the date and time in India; and
- (xiv) 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.

1.3 The Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement. All obligations of Company and each of the Selling Shareholders under this Agreement are several and not joint.

2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT

- 2.1 The Company and the Selling Shareholders, severally and not jointly, hereby appoint KFin Technologies Private Limited to act as the Share Escrow Agent and to open and operate the Escrow Demat Account under this Agreement, KFin Technologies Private Limited hereby accepts such appointment on the terms and conditions set forth herein. The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company immediately upon execution of this Agreement. The Share Escrow Agent shall open the Escrow Demat Account within one (1) Working Day from the date of this Agreement. Immediately upon the opening of the Escrow Demat Account, the Share Escrow Agent shall inform each of the Company, the Selling Shareholders, and the Book Running Lead Managers by a notice in writing, confirming the opening of the Escrow Demat Account, in a form as set out in **Schedule B**. Such written confirmation shall be sent in accordance with Clause 10.1 of this Agreement, such that it is received on the day the Escrow Demat Account is opened. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.
- 2.2 The Company and the Selling Shareholders hereby confirm and agree to do all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account (acting on the instructions of Company) in accordance with this Agreement and Applicable Law. The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Share Escrow Agent to ensure opening the Escrow Demat Account and/or ensure operation of the Escrow Demat Account strictly in accordance with this Agreement and Applicable Law. Each of the Selling Shareholders agrees, severally and not jointly, to extend such support as required under Applicable Law or reasonably requested by the Share Escrow Agent to ensure opening the Escrow Demat Account and/or ensure operation of the Escrow Demat Account in accordance with this Agreement and Applicable Law.
- 2.3 All costs, fees and expenses with respect to opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be borne by the Company on behalf of each of the Selling Shareholders in proportion to their respective Sold Shares and reimbursed by each of the Selling Shareholders, in accordance with Applicable Law.
- 2.4 The rights and obligations of each of the Parties under this Agreement are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1 Each of the Promoter Selling Shareholders hereby agree to debit their portion of the Offered Shares from their Promoter Selling Shareholder Demat Account and credit such Promoter Offered Shares to the Escrow Demat Account, subsequent to receipt of confirmation of the opening of the Escrow Demat Account in accordance with Clause 2.1 on or prior to the Deposit Date.
- 3.2 Each of the Other Selling Shareholders agree to deposit their respective Selling Shareholder Offered Shares as specified in **Annexure II** in the Escrow Demat Account for the purpose of being offered pursuant to the Offer for Sale, subsequent to receipt of confirmation of the opening of the Escrow Demat Account in accordance with Clause 2.1 on or prior to the Deposit Date.

- 3.3 The Corporate Selling Shareholder agrees to deposit its Corporate Selling Shareholder Offered Shares as specified in **Annexure II** in the Escrow Demat Account for the purpose of being offered pursuant to the Offer for Sale, subsequent to receipt of confirmation of the opening of the Escrow Demat Account in accordance with Clause 2.1 on or prior to the Deposit Date.
- 3.4 It is hereby clarified that the above debit of the Offered Shares from the Selling Shareholders Demat Account(s) and the credit of the Offered Shares to the Escrow Demat Account shall not be construed or deemed as a transfer of title or any legal or beneficial ownership or interest by the Selling Shareholders in favor of the Share Escrow Agent or any other person. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for, the each of the Selling Shareholders, in accordance with the terms of this Agreement and shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.
- 3.5 Each of the Selling Shareholders agree and undertake to retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 below.
- 3.6 The Share Escrow Agent shall provide a written confirmation on the credit of the Offered Shares to the Escrow Demat Account along with the transaction statement to the Company, the Selling Shareholders, and the Book Running Lead Managers, in a form as set out in **Schedule C** on the same Working Day on which the Offered Shares have been credited to the Escrow Demat Account.
- 3.7 Subject to and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall release the Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1, Clause 3.2 and Clause 3.3, the Share Escrow Agent shall release and credit back to the relevant Selling Shareholders Demat Account(s) any remaining the Offered Shares of the respective Selling Shareholders standing to the credit of the Escrow Demat Account after credit of the Sold Shares to the demat accounts of the Allottees, if any, or in the event of an occurrence of an Event of Failure in the manner provided in this Agreement.

4. OWNERSHIP OF THE OFFERED SHARES

- 4.1 Each of the Selling Shareholders undertakes to retain its respective Offered Shares in the Escrow Demat Account in accordance with the terms of this Agreement. Provided, however, that the Parties agree and acknowledge that in the instance the Red Herring Prospectus is not filed within 12 months from the receipt of final observations from SEBI on the Draft Red Herring Prospectus, the Share Escrow Agent (or any new share escrow agent appointed pursuant to this agreement) shall, upon receipt of instructions in writing, debit the respective Offered Shares from the Escrow Demat Account and credit the same into the relevant Selling Shareholder(s) Demat Accounts, from which such Offered Shares were originally credited to the Escrow Demat Account by each of the Selling Shareholders, immediately upon receipt of such instruction.
- 4.2 The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Agreement, any dividend declared or paid on the Offered Shares shall be to the credit of each of the Selling Shareholders and, if paid by the Company, shall be released into a bank account notified in writing by each of the Selling Shareholders. In addition, until the Closing Date, the Selling Shareholders shall continue to exercise their rights, including but not limited to voting rights, dividends, and other corporate benefits if any, attached to the

Offered Shares. Notwithstanding the above and without any liability on the Selling Shareholders, the Allottees of the Sold Shares shall be entitled to dividends and other corporate benefits attached to such Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law and such Sold Shares shall rank *pari passu* with the Equity Shares.

- 4.3 The Share Escrow Agent hereby agrees and confirms that the Share Escrow Agent shall have no rights in respect of the Offered Shares other than as provided for in this Agreement. The Share Escrow Agent hereby agrees and undertakes that the Share Escrow Agent shall not at any time, claim, have, be entitled to exercise any voting rights, beneficial interest, or control over the Offered Shares. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, each of the Selling Shareholders shall be entitled to give instructions in respect of corporate actions in relation to the Offered Shares, such as voting in any shareholders' meeting until the Closing Date; provided, however, that no corporate action will be given effect to if it results in or has the effect creating a Lien in favour of any Person, or a Transfer to any person or returning the Offered Shares back to the relevant Selling Shareholder(s) Demat Accounts, except with the consent of the Company or pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and this Agreement. Further, the Share Escrow Agent hereby agrees and confirms that the Share Escrow Agent shall not at any time, whether during a claim for breach of this Agreement, claim, have, be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares.
- 4.4 Notwithstanding anything stated herein and/or in any other agreement, the Parties hereby agree, that each of the Promoter Selling Shareholders, the Corporate Selling Shareholder and each of the Other Selling Shareholders is, and shall continue to be, the beneficial and legal owner of the Offered Shares until the Closing Date. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholders pursuant to Clause 5 and Clause 9 of this Agreement, the Selling Shareholders shall continue to be the owner of its Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if no Equity Shares had been credited to the Escrow Demat Account by the Selling Shareholders.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

5.1 On the Closing Date:

- (i) The Company shall provide a certified copy of the resolution of the Board of Directors or the IPO Committee of the Board of Directors, as the case may be, approving the Allotment, to the Selling Shareholders, the Share Escrow Agent, and the Book Running Lead Managers.
- (ii) The Share Escrow Agent shall upon receipt of and relying upon a copy of the resolution of the Board of Directors or the IPO Committee approving the Allotment, provide a written confirmation to the Selling Shareholders (with a copy to the Company and the Managers, that the Board of Directors or the IPO Committee and the Designated Stock Exchange has approved the Allotment.
- (iii) The Company shall (with a copy to the Book Running Lead Managers) (a) issue the Corporate Action Requisition (with a copy of the resolution of the Board of Directors or the IPO Committee, as the case maybe, thereof, approving the Allotment) to the Share Escrow Agent and the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat accounts of the Allottees in

relation to the Offer, and (b) inform the Share Escrow Agent and the Selling Shareholders by a notice in writing in the format provided in Schedule D along with a copy of the Corporate Action Requisition.

- 5.2 Upon receipt of the notice of the issue of the Corporate Action Requisition from the Company and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure: (i) the debit of the Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees of such Sold Shares in relation to the Offer, in terms of the Corporate Action Requisition within the time period as specified in the Red Herring Prospectus, the Prospectus and as prescribed under Applicable Law, and (ii) the release and credit to the Selling Shareholders Demat Account(s) of any remaining unsold Offered Shares, i.e., Offered Shares remaining to the credit of the Escrow Demat Account (other than the Offered Shares remaining to the credit of the Escrow Demat Account on account of failure to credit such Offered Shares to the accounts of the Allottees) within one (1) Working Day of the completion of transfer of the Sold Shares to the demat accounts of the Allottees. The Share Escrow Agent shall intimate each of the Company, the Selling Shareholders and the BRLMs in writing of the completion of the actions stated herein in a format as included in Schedule E. It is hereby clarified that, for the purposes for this Clause 5.2, the debit of the Sold Shares of the Selling Shareholders shall, subject to rounding off, in case of under-subscription in the Offer, will be such that once 90% of the Fresh Issue is allotted, the balance subscription in the Offer will be met in the following order of priority: (i) through the issuance of balance part of the Fresh Issue followed by (ii) the sale of Offered Shares being offered by the Selling Shareholders in the Offer for Sale.
- 5.3 The Offer 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 Bidding or the acceptance of Bids cannot take place for any reason during the dates mentioned in the Red Herring Prospectus, including any revisions to the dates made thereafter;
 - (ii) the RoC Filing not being completed on or prior to the Drop Dead Date for any reason;
 - (iii) the Offer becomes illegal or is enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
 - (iv) non-receipt of regulatory approvals in a timely manner in accordance with Applicable Law, including rejection of an application for a listing and trading approval by a Stock Exchange, within the period specified under Applicable Law;
 - (v) the minimum number of Allottees to whom the Equity Shares are Allowed pursuant to the Offer is less than 1,000 in accordance with Regulation 49(1) of the ICDR Regulations;
 - (vi) the declaration of the intention of the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, to withdraw and/or cancel and/or abandon the Offer at any time after the Bid/Offer Opening Date until the Designated Date;

- (vii) the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 have not been Allotted in the Offer;
- (viii) in case of a failure to receive minimum subscription of 90% of the Fresh Issue, as of the Bid/Offer Closing Date;
- (ix) the Underwriting Agreement is not executed on or prior to the Drop Dead Date, unless the date is mutually extended by the Book Running Lead Managers, the Company and the Selling Shareholders;
- (x) the Engagement Letter, the Offer Agreement or the Underwriting Agreement (after its execution) is terminated in accordance with its respective 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

In the event of an occurrence of a failure of the Offer determined in accordance with the abovementioned events or such other event as may be agreed upon by the Company, the Selling Shareholders and the Book Running Lead Managers in writing (an "Event of Failure"), the Company shall immediately issue a notice in writing to the Share Escrow Agent (with a copy to the Selling Shareholders and the Book Running Lead Managers), in a form as set out in **Schedule F ("Share Escrow Failure Notice")**.

- 5.4 In the event of an occurrence of an Event of Failure prior to the transfer of the Sold Shares to the respective demat accounts of the Allottees, and upon receipt of the Share Escrow Failure Notice: (i) the Share Escrow Agent shall not credit any Offered Shares to any Allottee or any person other than the Selling Shareholders, and (ii) the Share Escrow Agent shall credit the Offered Shares standing to the credit of the Escrow Demat Account to the relevant Selling Shareholders Demat Account(s) within one (1) Working Day of receipt by the Share Escrow Agent of the Share Escrow Failure Notice, provided however that, in case the proceeds of the Offer are lying in the Escrow Account or the Public Offer Account(s) in relation to the Offer, the Share Escrow Agent shall credit back the Offered Shares immediately to the Selling Shareholders Demat Account(s) only after the receipt of the intimation confirming completion of the refund of such proceeds of the Offer to Bidders by the Company and the Selling Shareholders.
- 5.5 Upon receipt of the Share Escrow Failure Notice on account of an Event of Failure after the transfer of the Sold Shares to the Allottees, the Share Escrow Agent and the Company, in consultation with the Book Running Lead Managers, the SEBI, the Stock Exchanges and/or the Depositories, as may be required, shall, subject to the Applicable Law, issue an instruction to the Depositories and the Share Escrow Agent (with a copy to the Book Running Lead Managers) to debit the Sold Shares that have been allotted to the Allottees and credit such Equity Shares constituting the Sold Shares back to the Escrow Demat Account, in accordance with the order/direction/guidance of the SEBI, Stock Exchanges, Depositories, as applicable. Immediately upon the credit of any Equity Shares into the Escrow Demat Account under this Clause 5.5, the Share Escrow Agent shall transfer all such Equity Shares constituting the Sold Shares from the Escrow Demat Account to the relevant Selling Shareholders Demat Account(s).
- 5.6 The Company shall provide all assistance, as may be required, to ensure that the Selling Shareholders receive the Offered Shares in accordance with Clauses 5.2, 5.4 or 5.5, as the case may be. The Share Escrow Agent shall undertake such actions, as may be required, so as to

ensure that the Selling Shareholders receive its respective portion of the Offered Shares in accordance with Clauses 5.2, 5.4 and 5.5 of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT

6.1 The Share Escrow Agent as on the date hereof, and on each date during the term of this Agreement represents, warrants, and undertakes and covenants to the Company and the Selling Shareholders that:

- (i) it has been duly incorporated and is validly existing and is solvent and in good standing as a company under Applicable Law and further, that no adverse order, injunction or decree, restraining it from carrying out the activities set out in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding, and that no petition or application for the institution of any proceeding has been filed before any court or tribunal, and no steps have been taken for its bankruptcy, insolvency, dissolution, winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;
- (ii) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
- (iii) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- (iv) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (a) any Applicable Law, (b) its organizational/ charter documents, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;
- (b) it is solvent, there is no adverse order or injunction or decree, restraining it to carry activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and to the best of its knowledge, no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal for its bankruptcy / insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up;
- (c) The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company and the Selling Shareholders in writing promptly if it becomes aware of any circumstance, which would render any of the above statements to be untrue or inaccurate or misleading in any respect;
- (d) the Share Escrow Agent shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown, if any, on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by

the Company and each of the Selling Shareholders are met. The Share Escrow Agent confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Share Escrow Agent;

- (i) no Lien shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein; and
 - (ii) the Escrow Demat Account and the Offered Shares deposited therein shall be held by the Share Escrow Agent in trust and in accordance with the provisions of this Agreement, kept separate and segregated from its general assets and represented so in its records and instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.
- 6.2 The Share Escrow Agent hereby acknowledges and agrees that it shall be solely responsible for the operation of the Escrow Demat Account in accordance with this Agreement, and further agrees and undertakes to implement all written instructions provided to it in accordance with the terms of this Agreement. Further, the Share Escrow Agent shall not act on any instructions to the contrary to those set out in this Agreement, in relation to the Escrow Demat Account, by any person, including the Company or the Selling Shareholders.
- 6.3 The Share Escrow Agent shall provide to the Selling Shareholders and the Company, from time to time, statements of accounts, on a weekly basis, in writing, until the completion of the Allotment of the Sold Shares.
- 6.4 The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under Applicable Law. The Share Escrow Agent agrees and undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement. The Share Escrow Agent shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with Applicable Law, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions or clarifications from the Company and the Selling Shareholders. Any and all such instructions or clarifications as are duly provided by the relevant authorized signatories of the Company and the Selling Shareholders, in writing, shall be implemented by the Share Escrow Agent, subject to and in accordance with Applicable Law.
- 6.5 The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in the Draft Red Herring Prospectus, Red Herring Prospectus, the Prospectus and any other material prepared in connection with the Offer.
- 6.6 Notwithstanding, anything contained in this Agreement, the Share Escrow Agent hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to the COVID-19 pandemic, its mutations and / or any consequent, restrictions or lockdown thereof.
- 7. INDEMNITY**
- 7.1 The Share Escrow Agent hereby agrees to and shall keep the Company, the Selling Shareholders and each of their respective employees, directors, officers, managers, Affiliates, advisors, associates, representatives, agents and any other person that, directly or indirectly

through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (the "Indemnified Party"), fully indemnified, at all times, from and against any and all claims, penalties, actions, causes of action, liabilities, damages, suits, demands, proceedings, writs, rewards, judgments, fines, claims for fees, costs, charges, expenses (including, without limitation, interest, penalties, attorney fees, court costs, accounting fees, losses of whatsoever nature including reputational, made, suffered or incurred from difference or fluctuation in exchange rates of currencies and investigation costs) loss of GST credits or demands, interests, penalties, late-fees or any amounts imposed by any tax authorities in India (including GST authorities) or other losses, of whatsoever nature (including reputational) made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or from any breach of any representation, warranty or undertaking or in the performance of obligations or responsibilities in this Agreement or any provision of law, regulation, or order of any court, regulatory, statutory and/or administrative authority, or any of the terms and conditions set out in this Agreement or arising out of the acts or omissions, any delay, failure, negligence, fraud, misconduct, bad faith or wilful default or in performance of the duties, obligations and responsibilities by the Share Escrow Agent under this Agreement or violation of any provision of law, regulation or order of any court or any regulatory, statutory and/ or administrative authority. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise, including any right for damages.

- 7.2 The Share Escrow Agent agrees to enter into a letter of indemnity in a form as set out in **Schedule H** with the Book Running Lead Managers on the date of this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the letter of indemnity in favor of the Book Running Lead Managers. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail *vis-à-vis* the provisions mentioned therein.

8. TERMINATION

- 8.1 This Agreement shall be effective from the date of this Agreement and shall automatically terminate upon the occurrence of the earlier of the following:
- (i) upon the occurrence/completion of the events mentioned in Clause 5 above in accordance with the terms of the Red Herring Prospectus, the Prospectus, and Applicable Law;
 - (ii) the declaration or occurrence of any event or proceeding of bankruptcy, insolvency, winding-up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event. For the avoidance of doubt, in conjunction with Clause 8.2 below, it is hereby clarified that on the occurrence of any event mentioned under this Clause 8.1(ii), the Company and the Selling Shareholders may, in consultation with the Book Running Lead Managers, appoint a substitute share

escrow agent within one (1) Working Day of the termination of this Agreement in terms of this Clause 8.1(ii), or within such other period as may be determined by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers, and shall enter into an agreement with such substitute share escrow agent substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity to the Book Running Lead Managers in the format set out in Schedule H); or

- (iii) the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Clause 5 of this Agreement.

8.2 In an event of fraud, negligence, misconduct, bad faith, breach or default on the part of the Share Escrow Agent, the Share Escrow Agent at its own cost, shall take all measures to immediately rectify such fraud, negligence, misconduct, bad faith, breach or default, as applicable within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders (with a copy to the Book Running Lead Managers). The Company and the Selling Shareholders shall reserve the right to immediately terminate this Agreement by written notice (with a copy to the Book Running Lead Managers), if the Share Escrow Agent is unable to rectify such event within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders. Further, this Agreement may be immediately terminated by the Company and the Selling Shareholders in the event of a breach by Share Escrow Agent of its representations, warranties, obligations or undertakings in this Agreement by a written notice to the Share Escrow Agent, with a copy to the Book Running Lead Managers. Such termination shall be operative only in the event that the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, simultaneously appoint a substitute share escrow agent of equivalent standing, which shall enter into an agreement, substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity to the Book Running Lead Managers substantially in the format set out in Schedule H). Further, for the purposes of entering into a new agreement, the parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent. The erstwhile Share Escrow Agent shall, without any limitations, continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and if required, shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.

8.3 The provisions of Clause 6 (*Representations, Warranties and Obligations of the Share Escrow Agent*), Clause 7 (*Indemnity*), this Clause 8.3 (*Survival*), Clause 9 (*Closure of the Escrow Demat Account*) and Clause 10 (*General*) shall survive the termination of this Agreement pursuant to Clauses 8.1 and 8.2 of this Agreement.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

9.1 The Share Escrow Agent shall close the Escrow Demat Account (acting on the instructions of the Company) within a period of two (2) Working Days from completion of the events outlined in Clause 5 or in the event of termination of this Agreement pursuant to Clause 8, and shall send a prior written intimation to the Company and the Selling Shareholders with a copy to the Book Running Lead Managers relating to the closure of the Escrow Demat Account.

9.2 Notwithstanding Clause 9.1 above, in the event of termination of this Agreement pursuant to Clause 8.1(ii) or Clause 8.2, the Share Escrow Agent shall close the Escrow Demat Account (acting on the instructions of the Company) and transfer the Offered Shares which are lying to the credit of the Escrow Demat Account to the new escrow demat account to be opened and operated by the new share escrow agent as appointed, in accordance with Clause 8.2, immediately, and in any event within seven (7) Working Days of such termination or within such other period as may be determined by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers. Upon debit and delivery of the Sold Shares and any remaining Offered Shares which are lying to the credit of the Escrow Demat Account to the Allottees and the Selling Shareholders Demat Account(s), respectively, and closure of the Escrow Demat Account, as set out in this Clause 9, the Share Escrow Agent shall be released and discharged from any and all further obligations arising in connection with the Offered Shares other than as set out in this Agreement, provided that upon termination due to any event specified under Clause 8.1(ii) or Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and the appointment of a substitute share escrow agent in accordance with Clause 8.2, and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent.

10. GENERAL

10.1 Notices and counterparts

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

This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven (7) Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.

All notices, including requests, demands, or other communication, issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered if sent by registered post or recorded delivery to or left at the addresses as specified below or sent to the e-mail of the Parties respectively or such other addresses as each Party may notify in writing to the other.

If to the Company:

Elin Electronics Limited
4771, Bharat Ram Road
2J Daryaganj New Delhi- 110 002
Tel: 011 43000400
E-mail: rkc@elinindia.com
Attention: Avinash Chandra Karwa

If to the Promoter Selling Shareholder:

Kamal Sethia

4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: ksethia@elinindia.com

Kishore Sethia

4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: kishor@elinindia.com

Gaurav Sethia

4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: gsethia @elinindia.com

Sanjeev Sethia

B-141, Sector-30 Noida-201301 (U.P.)
Tel: 011-43000400
Email: sanjeev@elinindia.com

Sumit Sethia

L-84, Verna Industrial Estate
Verna, South Goa, Goa-403722
Tel: 9860089497
Email: sumit.s.sethia@gmail.com

Suman Sethia

4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: ksethia@elinindia.com

Vasudha Sethia

4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: ksethia@elinindia.com

Vinay Kumar Sethia

E-21, Sector-30, Noida-201301 (U.P.)
Tel: 011-43000400
Email: vinaysethia@elinindia.com

If to the Corporate Selling Shareholder:

Elin Appliances Private Limited

Village Belikhol, Manpura, Tehsil Nalagarh, District Solan (H.P.) -174101
Tel: 01795-236986
Email: rkc@elinindia.com

If to the Other Selling Shareholder:

Kamal Sethia (in his capacity as a power of attorney holder)
4771, Bharat Ram Road 23 Daryaganj
New Delhi- 110 002
Tel: 011-43000400
Email: ksethia@elinindia.com

Vinay Kumar Sethia (in his capacity as a power of attorney holder)
E-21, Sector-30, Noida-201301 (U.P.)
Tel: 011-43000400
Email: vinaysethia@elinindia.com

If to the Share Escrow Agent:

KFin Technologies Private Limited
Selenium, Tower B, Plot 31 and 32,
Gachibowli Financial District,
Hyderabad 500 032
Telengana, India
Tel: +91 40 6716 2222
Email: murali.m@kfinitech.com
Attention: Mr. M. Murali Krishna

Any Party may change its address by a notice given to the other Parties and the Book Running Lead Managers in the manner set forth above.

Any notice sent to any Party shall also be marked to each of the other Parties to this Agreement and the Book Running Lead Managers.

10.2 Assignment

Except as otherwise provided for in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any person. Any attempted assignment in contravention of this provision shall be considered as void.

10.3 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

10.4 Governing Law and Jurisdiction; Dispute Resolution

- (i) This Agreement, the rights, and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India.
- (ii) In the event a dispute, controversy or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination,

alleged breach or breach of this Agreement (the "Dispute"), the Parties shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such Disputing Parties (defined below). In the event that such Dispute cannot be resolved through amicable discussions within a period of a period of fifteen (15) days after the first occurrence of the Dispute, the Parties (the "Disputing Parties") shall, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (the "Arbitration Act").

- (iii) Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement or the Letter of Indemnity.
- (iv) The arbitration shall be conducted as follows:
 - (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration (venue and seat) in Mumbai, India
 - (c) each disputing party shall appoint one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator. In the event that there are more than two (2) disputing parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (d) the arbitrators shall have the power to award interest on any sums awarded;
 - (e) the arbitration award shall state the reasons on which it was based;
 - (f) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - (g) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
 - (h) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
 - (i) subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

10.5 Supersession

This Agreement supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, among the Parties relating to the subject matter hereof.

10.6 Amendments

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

10.7 Successors and Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, demerger, or acquisition of any Party) and legal representatives.

10.8 Severability

If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this Agreement shall be given full force and effect.

10.9 Confidentiality

- (i) The Share Escrow Agent shall keep confidential all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which by its nature is intended to be confidential ("Confidential Information"), and shall not divulge such information to any other person or use such Confidential Information other than:
 - (a) its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; or
 - (b) any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority.
- (ii) In relation to Clause 10.9(i), the Share Escrow Agent shall procure/ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose Confidential Information, it shall ensure that the other Parties are duly informed of such disclosure in advance, prior to such disclosure so as to enable the Company and/or the Selling Shareholders, as the case may be, to obtain appropriate injunctive or other relief to prevent such disclosure or minimize the disclosed information only to the extent required by Applicable Law, and the Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.
- (iii) Confidential Information shall be deemed to exclude any information:

- (a) which is already in the possession of the receiving party on a non-confidential basis;
- (b) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties; or
- (c) which subsequently becomes publicly known other than through the breach of this Agreement by any of the Parties hereunder.

10.10 Specific Performance

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including without limitation a right for damages.

10.11 Specimen Signatures

All instructions issued by the Company, the Selling Shareholders and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholders and the Share Escrow Agent, as the case maybe, the name and specimen signatures of whom are annexed hereto as Schedule G, or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to each of the other Parties.

{The remainder of this page has been intentionally left blank.}

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

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

SIGNED for and on behalf of
ELIN ELECTRONICS LIMITED



Name: **Kamal Sethia**
Designation: **Managing Director**

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
KAMAL SETHIA

Kamal Sethia

Name: *Kamal Sethia*
Designation: *Promoter selling Shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
KISHORE SETHIA

K. S. Sethi

Name: *Kishore Sethia*
Designation: *Promoter Selling Shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

**SIGNED for and on behalf of
GAURAV SETHIA**

Gaurav Sethia

Name: *Gaurav Sethia*
Designation: *Promoter selling shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
SANJEEV SETHIA



Name: *Sanjeev Sethia*
Designation: *Promoter selling shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
SUMIT SETHIA



Name: *Sumit Sethia*
Designation: *Promoter selling shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
SUMAN SETHIA

Suman Sethia

Name: Suman Sethia
Designation: Promoter Selling Shareholder

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
VASUDHA SETHIA

Vasudha Sethia

Name: Vasudha Sethia
Designation: Promoter selling Shareholder

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
VINAY KUMAR SETHIA

Vinay Kumar Sethia

Name: *Vinay Kumar Sethia*
Designation: *Promoter Selling Shareholder*

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
ELIN APPLIANCES PRIVATE LIMITED

Vinay Kumar Sethi

Name: Vinay Kumar Sethi
Designation: Director

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

**SIGNED for and on behalf of
THE OTHER SELLING SHAREHOLDERS**



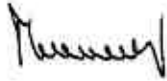
.....
Name: Kamal Sethia
Designation: Power of Attorney Holder



.....
Name: Vinay Kumar Sethia
Designation: Power of Attorney Holder

Signature page to the Share Escrow Agreement executed among Elin Electronics Limited, the Selling Shareholders and KFin Technologies Private Limited

SIGNED for and on behalf of
KFIN TECHNOLOGIES PRIVATE LIMITED



Name: M.Muralikrishna
Designation : Vice President

ANNEXURE I

| S. No. | Name of Other Selling Shareholders |
|---------------|---|
| 1. | Dhani Devi Sethia Trust |
| 2. | Kamal Sethia & Sons HUF |
| 3. | Vijay Singh Sethia |
| 4. | Vijay Singh Sethia & Sons HUF |
| 5. | Kanchan Sethia |
| 6. | Vinay Kumar Sethia & Sons HUF |
| 7. | Santosh Sethia |
| 8. | Deepak Sethia |
| 9. | Deepak Sethia & Sons HUF |
| 10. | Madhulika Sethia |
| 11. | Nikhil Sethia |
| 12. | Yugesh Sethia |
| 13. | Ashok Sethia |
| 14. | Nita Sethia |
| 15. | Ashmit Sethia |
| 16. | Nitisha Sethia |
| 17. | Alok Sethia |
| 18. | Alok Sethia HUF |
| 19. | Namrata Sethia |
| 20. | Akash Sethia |
| 21. | Anam Sethia |
| 22. | Sushil Kumar Sethia |
| 23. | Sushil Kumar Sethia & Sons HUF |
| 24. | Shweta Sethia |
| 25. | Keshari Sethia HUF |
| 26. | Manju Sethia |
| 27. | Bridhi Chand Sethia & Sons HUF |
| 28. | Dilip Sethia |
| 29. | Madhuri Sethia |
| 30. | Rishabh Sethia |
| 31. | Pradeep Sethia |
| 32. | Motilal Sethia & Sons HUF |
| 33. | Prem Lata Sethia |
| 34. | Priyanka Sethia |
| 35. | Sajjan Sethia |
| 36. | Rakesh Sethia |
| 37. | Raghav Sethia |
| 38. | Ravi Sethia |
| 39. | Raveena Sethia |
| 40. | Shivina Kumari Sethia |
| 41. | Shlok Sethia |

ANNEXURE II

| S. No. | Name of Selling Shareholders | Offered Shares aggregating up to (in ₹ million) | Date of the consent letter to participate in the Offer for Sale |
|--------|--------------------------------|---|---|
| 1. | Kamal Sethia | 321 | October 30, 2021 |
| 2. | Suman Sethia | 570 | October 30, 2021 |
| 3. | Kishore Sethia | 525 | October 30, 2021 |
| 4. | Vasudha Sethia | 156 | October 30, 2021 |
| 5. | Gaurav Sethia | 474 | October 30, 2021 |
| 6. | Sanjeev Sethia | 132 | October 30, 2021 |
| 7. | Vinay Kumar Sethia | 91 | October 30, 2021 |
| 8. | Sumit Sethia | 125 | October 30, 2021 |
| 9. | Dhani Devi Sethia Trust | 15 | October 30, 2021 |
| 10. | Kamal Sethia & Sons HUF | 38 | October 30, 2021 |
| 11. | Vijay Singh Sethia | 99 | October 30, 2021 |
| 12. | Vijay Singh Sethia & Sons HUF | 19 | October 30, 2021 |
| 13. | Kanchan Sethia | 170 | October 30, 2021 |
| 14. | Vinay Kumar Sethia & Sons HUF | 2 | October 30, 2021 |
| 15. | Sanjosh Sethia | 117 | October 30, 2021 |
| 16. | Deepak Sethia | 117 | October 30, 2021 |
| 17. | Deepak Sethia & Sons HUF | 3 | October 30, 2021 |
| 18. | Madhulika Sethia | 28 | October 30, 2021 |
| 19. | Nikhil Sethia | 31 | October 30, 2021 |
| 20. | Yugesh Sethia | 31 | October 30, 2021 |
| 21. | Ashok Sethia | 69 | October 30, 2021 |
| 22. | Nita Sethia | 23 | October 30, 2021 |
| 23. | Ashni Sethia | 109 | October 30, 2021 |
| 24. | Nitisha Sethia | 9 | October 30, 2021 |
| 25. | Alok Sethia | 120 | October 30, 2021 |
| 26. | Alok Sethia HUF | 4 | October 30, 2021 |
| 27. | Namrata Sethia | 55 | October 30, 2021 |
| 28. | Akash Sethia | 16 | October 30, 2021 |
| 29. | Anant Sethia | 16 | October 30, 2021 |
| 30. | Sushil Kumar Sethia | 68 | October 30, 2021 |
| 31. | Sushil Kumar Sethia & Sons HUF | 2 | October 30, 2021 |
| 32. | Shweta Sethia | 16 | October 30, 2021 |
| 33. | Keshari Sethia HUF | 13 | October 30, 2021 |
| 34. | Manju Sethia | 197 | October 30, 2021 |
| 35. | Bridhi Chand Sethia & Sons HUF | 44 | October 30, 2021 |
| 36. | Dilip Sethia | 95 | October 30, 2021 |
| 37. | Madhuri Sethia | 28 | October 30, 2021 |
| 38. | Rishabh Sethia | 112 | October 30, 2021 |
| 39. | Pradeep Sethia | 140 | October 30, 2021 |
| 40. | Motilal Sethia & Sons HUF | 33 | October 30, 2021 |
| 41. | Prem Lata Sethia | 596 | October 30, 2021 |
| 42. | Priyanka Sethia | 71 | October 30, 2021 |

| S. No. | Name of Selling Shareholders | Offered Shares aggregating up to (in ₹ million) | Date of the consent letter to participate to the Offer for Sale |
|--------|---------------------------------|---|---|
| 43. | Sajjan Sethia | 75 | October 30, 2021 |
| 44. | Rakesh Sethia | 184 | October 30, 2021 |
| 45. | Raghav Sethia | 147 | October 30, 2021 |
| 46. | Ravi Sethia | 197 | October 30, 2021 |
| 47. | Ravenna Sethia | 50 | October 30, 2021 |
| 48. | Shivina Kumari Sethia | 47 | October 30, 2021 |
| 49. | Elin Appliances Private Limited | 250 | October 30, 2021 |
| 50. | Shlok Sethia | 0.43 | October 30, 2021 |