



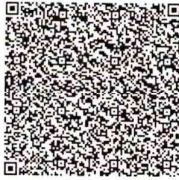
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

**Certificate No.** : IN-DL09600643522100U  
**Certificate Issued Date** : 02-Nov-2022 03:03 PM  
**Account Reference** : IMPACC (IV)/ dl731303/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL73130396117035609077U  
**Purchased by** : ELIN ELECTRONICS LIMITED  
**Description of Document** : Article 5 General Agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : ELIN ELECTRONICS LIMITED  
**Second Party** : AXIS BANK LIMITED  
**Stamp Duty Paid By** : ELIN ELECTRONICS LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



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**THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MONITORING AGENCY AGREEMENT DATED NOVEMBER 2, 2022, ENTERED INTO BETWEEN ELIN ELECTRONICS LIMITED AND AXIS BANK LIMITED**

#### Statutory Alert:

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



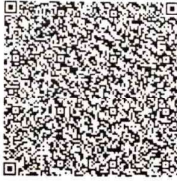
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL12260794660494U  
Certificate Issued Date : 08-Nov-2022 11:32 AM  
Account Reference : IMPACC (IV)/ dl731303/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL73130301136878982121U  
Purchased by : ELIN ELECTRONICS LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : AXIS BANK LIMITED  
Second Party : ELIN ELECTRONICS LIMITED  
Stamp Duty Paid By : ELIN ELECTRONICS LIMITED  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



Please write or type below this line

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**MONITORING AGENCY AGREEMENT**

**DATED NOVEMBER 02, 2022**

**BETWEEN**

**ELIN ELECTRONICS LIMITED**

**AND**

**AXIS BANK LIMITED**

## MONITORING AGENCY AGREEMENT

This Monitoring Agency Agreement (“**Agreement**”) made at [Delhi] on **NOVEMBER 02, 2022**, by and between:

**ELIN ELECTONICS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 143, Cotton Street, Kolkata – 700 007, West Bengal, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**AXIS BANK LIMITED**, a banking company incorporated under the laws of India and a scheduled commercial bank as included in the second schedule to the Reserve Bank of India Act, 1934 and having its registered office at “Trishul”, Third Floor, Opp Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad 380 006 and central office at Axis House, Bombay Dyeing Mills Compound, PB Marg, Worli, Mumbai 400 025, in the capacity of monitoring agency appointed in terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) (“**Axis**”, which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Company and Axis shall be referred to individually as the “**Party**” and together as the “**Parties**”.

### **WHEREAS:**

- A. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of the Company of face value of ₹ 5 each (the “**Equity Shares**”), comprising a fresh issue of such number of Equity Shares by the Company aggregating up to ₹ 1,750 million (the “**Fresh Issue**”) together with the offer for sale of such number of Equity Shares (“**Offered Shares**”) aggregating up to ₹ 5,850 million by the Selling Shareholders (“**Offer for Sale**”) (together with the Fresh Issue, the “**Offer**”) through the book building method (“**Book Building Process**”) as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (the “**SEBI ICDR Regulations**”) at such price as may be determined or discovered based on the Book Building Process and agreed to by the Company in consultation with the book running lead managers to the Offer (the “**Offer Price**”) in accordance with the requirements of the Companies Act, 2013, as amended (the “**Companies Act**”), the SEBI ICDR Regulations and other applicable law.
- B. The board of directors of the Company (the “**Board of Directors**”), pursuant to a resolution dated September 6, 2021, has authorized and approved the Fresh Issue. Further, the shareholders of the Company, pursuant to a special resolution dated September 30, 2021, in accordance with Section 62(1)(c) of the Companies Act, have approved and authorized the Fresh Issue. Further, the Board of Directors has taken on record the approval for the Offer for Sale by the Selling Shareholders pursuant to its resolution dated November 8, 2021.
- C. The Company has filed the draft red herring prospectus dated November 17, 2021 (the “**Draft Red Herring Prospectus**”) with the Securities and Exchange Board of India (“**SEBI**”), for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of SEBI, as applicable, the Company proposes to file the red herring prospectus (“**Red Herring Prospectus**”) with the Registrar of Companies, West Bengal at Kolkata (the “**RoC**”), the National Stock Exchange of India Limited (“**NSE**”), BSE Limited (“**BSE**”) (hereinafter, collectively referred to as the “**Stock Exchanges**”) and SEBI, and a prospectus in accordance with the Companies Act (the “**Prospectus**”).

- D. In terms of Regulation 41 of the SEBI ICDR Regulations, the Company is required to appoint a public financial institution or a scheduled commercial bank as the monitoring agency for monitoring the use of the proceeds from the Fresh Issue, in case of draft red herring prospectuses filed prior to the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) (Amendment) Regulations, 2022.
- E. At the request of the Company, Axis has agreed *vide* its letter dated November 17, 2021, to act as the monitoring agency (the “**Monitoring Agency**”) for the purposes of the monitoring the use of proceeds from the Fresh Issue.
- F. This Agreement is being executed and delivered to define the obligations of the Company to deposit the Net Proceeds (as defined hereinafter) in the Monitoring Agency Account (as defined hereinafter) and the role of the Monitoring Agency to monitor the flow of the Net Proceeds deposited in the Monitoring Agency Account as per the schedule of utilization of proceeds of the Fresh Issue mentioned in the Prospectus.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

## 1. DEFINITIONS

- 1.1 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;

“**Applicable Law**” shall include: (i) the Companies Act, the Securities and Exchange Board of India Act, 1992, the SEBI ICDR Regulations, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and all applicable laws, including the law of any applicable foreign jurisdiction which may apply to the Offer; or (ii) all applicable laws which may apply to the respective Parties to this Agreement, including rules, circulars, directions, guidelines, bye-laws, regulations and notifications made thereunder and having the force of law and policies and administrative and departmental regulations and guidelines of Governmental Authorities, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.

**“Agreement”** shall mean this monitoring agency agreement including the schedule and annexure hereto, as of the date hereof and include any amendment hereto made in accordance with the provisions hereof.

**“Companies Act”** shall mean the Companies Act, 2013 and the rules made thereunder and include any statutory modification thereto or re-enactment or replacement thereof.

**“Draft Red Herring Prospectus”** shall have its meaning ascribed to it in the Recital in this Agreement.

**“Equity Share”** shall have its meaning ascribed to it in the Recital in this Agreement.

**“Gross Proceeds”** shall mean the proceeds of the Fresh Issue that are available to the Company.

**“Monitoring Agency”** shall mean the Axis Bank Limited.

**“Net Proceeds”** shall mean the Gross Proceeds less the Offer related expenses applicable to the Fresh Issue.

**“Selling Shareholders”** shall have the meaning assigned to such term in the Red Herring Prospectus.

**“Prospectus”** shall mean the prospectus to be filed by the Company with the Registrar of Companies in accordance with the Companies Act, 2013, and the SEBI 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.

**“Red Herring Prospectus”** shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer including any addenda or corrigenda thereto;

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

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

**“Working Days”** shall mean all days on which commercial banks in Mumbai are open for business.

- 1.2 Capitalised terms not defined herein shall have the meaning ascribed to them in the Prospectus, unless the context specifies otherwise.
- 1.3 In case of any inconsistency with this Agreement *vis-a-vis* the Red Herring Prospectus and the Prospectus, then the terms of the Red Herring Prospectus and the Prospectus, as applicable, will prevail over this Agreement.
- 1.4 Words denoting any gender shall be deemed to include all other genders.
- 1.5 Words importing the singular shall include the plural and vice versa, where the context so requires.
- 1.6 The terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and other derivatives or similar words, refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.

- 1.7 Reference to the term 'Clause' or 'Schedule' or 'Annexure' shall be a reference to the specified Clause or Schedule or Annexure of this Agreement.
- 1.8 Any reference to 'writing' includes printing, typing, lithography and other means of reproducing words in a permanent visible form.
- 1.9 The term 'directly or indirectly' means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and 'direct or indirect' shall have correlative meanings.
- 1.10 All headings and sub-headings of Clauses and Schedules, and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.11 Reference to any legislation or Applicable Law or to any provision thereof shall include references to any such law as it may, after the effective date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.12 Reference to the word 'include' or 'including' shall be construed without limitation.
- 1.13 Schedules and Annexures hereto shall constitute an integral part of this Agreement.
- 1.14 Terms defined in this Agreement shall include their correlative terms.
- 1.15 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 essence.
- 1.16 References to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness of such person after examining all information and making all due diligence inquiries and investigations which would reasonably be expected or required from a person of ordinary prudence.
- 1.17 All references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be, from time to time.
- 1.18 If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

## **2. USE OF NET PROCEEDS**

- 2.1 The Company intends to utilise the Net Proceeds for the following purposes as more particularly set out in the section titled "*Objects of the Offer*" of the Prospectus:
- (a) Repayment/ prepayment, in full or part, of certain borrowings availed by the Company;
  - (b) Funding capital expenditure towards upgrading and expanding the existing facilities at (i) Ghaziabad, Uttar Pradesh, and (ii) Verna, Goa; and
  - (c) General corporate purposes.

(Collectively, referred to herein as the "**Objects of the Offer**").

- 2.2 The Company shall ensure that Net Proceeds are utilized for the purposes as are set out in the Prospectus and Clause 2.1 above.

### 3. MONITORING AGENCY APPOINTMENT AND REMOVAL

#### 3.1 Appointment

- (a) The Company hereby appoints Axis as the monitoring agency for the purposes of monitoring the use of the Net Proceeds in accordance with the Objects of the Offer and the SEBI ICDR Regulations. Axis agrees to act as the monitoring agency in accordance with the terms and conditions of this Agreement and in accordance with the SEBI ICDR Regulations and Applicable Law.
- (b) The Company will establish with the Monitoring Agency an account to be designated and maintained by the Monitoring Agency in which the Net Proceeds from the Fresh Issue shall be deposited from the Company's public offer account, opened in terms of the Cash Escrow and Sponsor Bank Agreement entered in relation to the Offer, after the receipt of listing and trading approvals by the Company with respect to the Offer (the "**Monitoring Agency Account**"). While such Net Proceeds deposited in the Monitoring Agency Account will be utilized by the Company towards Objects of the Offer, the Monitoring Agency shall be liable to monitor Net Proceeds in terms of this Agreement and in accordance with the Applicable Law.
- (c) Axis in its capacity as the monitoring agency shall fulfil such duties and obligations as may be required to be fulfilled by it in such capacity under the SEBI ICDR Regulations, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulation, 2015, as amended, and Applicable Law, including the following:
- (i) Delivering the monitoring agency report ("**Monitoring Agency Report**"), containing details of utilization in accordance with the Objects of the Offer set out under the Red Herring Prospectus and the Prospectus and deviations, if any, to the Company in the format prescribed in the Annexure to this Agreement (in accordance with the format prescribed in Schedule XI of the SEBI ICDR Regulations) and such other documents, agreements, instruments and certificates as are prescribed under the SEBI ICDR Regulations which are to be prepared, executed and/or delivered by a monitoring agency on a quarterly basis till at least 95% (ninety five percent) of the Net Proceeds excluding the proceeds raised for general corporate purposes, have been utilized as per the ICDR Regulations;
- (ii) Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations / or as required by the BSE, NSE or SEBI or under Applicable Law and in accordance with this Agreement to discharge its responsibilities as the Monitoring Agency;
- (iii) Reviewing the information/ documents/ statements received from the Company with regard to the use of the Net Proceeds, including the status of implementation of the activities proposed to be funded out of the Net Proceeds as will be stated in the Prospectus; and
- (iv) Reviewing and monitoring that the utilisation of Net Proceeds from the Fresh Issue is as disclosed in the section titled "*Objects of the Offer*" of the Red Herring Prospectus or the Prospectus, as applicable, and any spill over from the intended Objects of the Offer to the general corporate purposes is not carried



out by the Company.

- (d) The Monitoring Agency agrees to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, with respect to the Company and its securities.
- (e) The Monitoring Agency confirms that:
  - (i) It shall perform its duties with the highest standards of integrity and fairness and shall act in an ethical manner in all dealings with Company;
  - (ii) It shall act with due diligence, care and skill while discharging the work assigned to it in relation to the Net Proceeds; and
  - (iii) It shall carry out its duties/responsibilities under this Agreement and complete all the formalities required to be completed by it, in its capacity as a monitoring agency under this Agreement, within the specified time limits as required under Applicable Law, including with respect to relevant statutes, guidelines issued by SEBI, stock exchange regulations, etc.

### **3.2 Retirement and Removal of Monitoring Agency**

- (a) The Monitoring Agency may retire at any time without assigning any reason provided that it shall have given prior notice of at least two months in writing to the Company in that behalf, provided however, that the termination of appointment of the Monitoring Agency shall take effect only from the date of appointment of the new monitoring agency in terms of sub-clause (d) below.
- (b) The Company may remove the Monitoring Agency at any time without assigning any reason after payment to the Monitoring Agency of all expenses in connection with this Agreement till the date of such removal and the accrued fee on a pro-rata basis and provided that the Company has given at least one month prior notice in writing to the Monitoring Agency in this behalf, provided however, that the termination of appointment of the Monitoring Agency shall take effect only from the date of appointment of the new monitoring agency in terms of sub-clause (d) below.
- (c) The Company has the right to terminate the appointment of the Monitoring Agency with an immediate effect, without giving the one-month prior notice in writing as stated above, on grounds of negligence or wilful misconduct or fraud. The Company shall ensure that the appointment of the new monitoring agency takes place immediately upon the issue of such notice of immediate termination by the Company and the Monitoring Agency will transfer all relevant details and information in terms of sub-clause (e) below at the earliest without delay.
- (d) On the retirement or removal of the Monitoring Agency, the Company shall appoint such other public financial institution or scheduled commercial bank or other eligible entity (as permitted under the SEBI ICDR Regulations) as the new monitoring agency for the purposes of monitoring the use of Net Proceeds and on such terms and conditions as may be agreed to between the Company and the new monitoring agency. The Monitoring Agency agrees that until the new monitoring agency is appointed, the Monitoring Agency shall continue to discharge its function under the terms of this Agreement.
- (e) On the appointment of a new monitoring agency, the Monitoring Agency shall extend all such support as may be required by the Company or the newly appointed monitoring

agency towards taking over duties and responsibilities as the monitoring agency and shall hand over all relevant details, documents and information in its possession arising out of / connected with this Agreement and in relation to the use of the Net Proceeds by the Company to the new monitoring agency, and shall transfer the Net Proceeds from the monitoring agency account to a new account of the successor monitoring agency as soon as reasonably possible. The Monitoring Agency agrees that until the new monitoring agency is appointed, the Monitoring Agency shall continue to discharge its function under the terms of this Agreement.

- (f) The resigning Monitoring Agency shall be required to submit the report for the period commencing from the date of its appointment, or from the period covered in the last report submitted by the Company to the Stock Exchanges, whichever is later, until the date of resignation within ten (10) days from the date of resignation becoming effective.
- (g) The Parties agree that if this Agreement is terminated by the Monitoring Agency pursuant to Clause 3.2 (a), then the Monitoring Agency shall within thirty (30) Working Days refund the Monitoring Agency fees to the Company after retaining the fees proportional to period of providing services as Monitoring Agency.

#### 4. MONITORING THE USE OF NET PROCEEDS

- 4.1 The Company shall deposit the Net Proceeds in the Monitoring Agency Account i.e. a separate bank account called "ELIN ELECTRONICS LIMITED-MONITORING AGENCY ACCOUNT". Pending utilization of the Net Proceeds for purposes as set out in the chapter titled 'Objects of the Offer' in the Prospectus, the Company may deposit the Net Proceeds with one or more scheduled commercial banks included in the second schedule of the Reserve Bank of India Act, 1934, for a necessary duration, as may be approved by the board of directors of the Company or such other instruments as may be permitted by Applicable Law. The Company shall have the flexibility to deploy the Net Proceeds in accordance with SEBI ICDR Regulations, the Companies Act, the Red Herring Prospectus and the Prospectus.
- 4.2 The Company recognises that compliance by the Monitoring Agency with the terms of the SEBI ICDR Regulations is dependent upon its furnishing to the Monitoring Agency, the requisite information/documents as and when required by the Monitoring Agency. However, the Monitoring Agency shall notify a list of information/documents required by the Monitoring Agency reasonably in advance so as to enable the Company to collate and furnish such documents to the Monitoring Agency.
- 4.3 The Company shall notify and inform the Monitoring Agency in writing as to the use of the Net Proceeds and shall be obliged to furnish such documents, papers and information as may be required for enabling the Monitoring Agency to effectively monitor the utilisation of the Net Proceeds including bank statement for the account mentioned in clause 4.1. The Company will arrange for a certificate from its statutory auditors or an independent chartered accountant on quarterly basis as to utilisation of Net Proceeds for the purposes as mentioned in the chapter titled "*Object of the Offer*" in the Prospectus, consistent with the indicative format specified in **Schedule I** hereunder, and upon receipt of such certificate, the Monitoring Agency will issue their Monitoring Agency Report as per SEBI ICDR Regulations. The Monitoring Agency undertakes to carry out its obligations hereunder diligently and in good faith and strictly in compliance with applicable law.
- 4.4 The Company shall inform the Monitoring Agency if there is any deviation in the utilisation of Net Proceeds. The Company shall provide the Monitoring Agency with a copy of the Shareholders resolution to this effect and such deviation shall be reported by the Monitoring Agency in their report.

- 4.5 The Company will submit to the Monitoring Agency an 'Expected Disbursement Schedule' detailing the proposed utilisation of funds and also certifying that the same is for purposes as mentioned in the chapter titled 'Objects of the Offer' of the Prospectus.
- 4.6 The Monitoring Agency shall have the right to inspect all records, registers and accounts of the Company as may be necessary for the purposes of carrying out its duties in accordance with the provisions hereof, provided that the Monitoring Agency has given at least 3 Working Days prior notice in writing to the Company in this behalf. The Monitoring Agency also reserves the right to appoint an independent auditor for carrying out the above activities.
- 4.7 The Monitoring Agency reserves the right to attach the account or disclose the information pertaining to the account or the transactions therein, on receipt of instructions from the statutory/regulatory authorities or court orders after giving a prior notice to the Company about receipt of such orders and promptly providing a copy of the same to the Company.
- 4.8 In addition to the above, the Company shall provide all necessary assistance and infrastructure that may be required by the Monitoring Agency in connection with the performance of its duties pursuant to the SEBI ICDR Regulations and this Agreement.
- 4.9 The Company shall ensure compliance with Regulation 32 and Regulation 47 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and shall make all such disclosures and publications, as may be required, including the intimation to the Stock Exchanges and disclosures in the Company's annual report.
- 4.10 The Company shall, as required under Regulation 41(4) of the SEBI ICDR Regulations, ensure that within forty-five days from the end of each quarter, the report of the Monitoring Agency is publicly disseminated by uploading it on its website as well as submitting the same to the Stock Exchanges.
- 4.11 In the event any instructions or orders are received from any of the Stock Exchanges or SEBI or any other regulatory or statutory authorities or court orders, then the Monitoring Agency shall be bound by such instructions/order and the Company acknowledges the same. The Monitoring Agency shall promptly intimate the Company about receipt of such orders and provide a copy of the same to the Company.

## **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 5.1. As of the date of this Agreement, the Monitoring Agency represents and warrants to the Company that (which representations shall continue to be true and correct on each day during the currency of this Agreement):
- (a) This Agreement constitutes a valid, legal and binding obligations on the Monitoring Agency and is enforceable against the Monitoring Agency in accordance with the terms hereof.
  - (b) The execution and delivery of this Agreement by the Monitoring Agency has been duly authorized and will not contravene any provisions of, or constitute a default under any other agreement or instrument by which the Monitoring Agency is bound.
  - (c) It will not take up any activities as a monitoring agency under this Agreement which are likely to be contrary to the directions issued by SEBI or any other Applicable Laws;
  - (d) It is eligible and has due authority and valid registration as required under Applicable Law to act as the monitoring agency for the Offer and it is not prohibited from acting as a monitoring agency by any judicial, regulatory or administrative body; and

- (e) It shall carry out its duties/responsibilities and complete all the formalities including corporate action within the specified time limits as required under law, including with respect to relevant statutes, guidelines issued by SEBI, stock exchange regulations, etc.

## **6. EVENTS OF DEFAULT AND TERMINATION**

- 6.1 In the event of the Company not complying with any of its obligations under this Agreement, the Monitoring Agency shall intimate the Company of the same in writing (“**Default Notice**”), and the Company will cure the default within a period of 30 days or such shorter period if necessitated pursuant to the SEBI ICDR Regulations of receipt of the Default Notice.
- 6.2 In the event of the Monitoring Agency not complying with any of the terms and conditions of this Agreement, despite compliance by the Company of all its obligations under Clause 4, the Company shall have the right to immediately terminate this Agreement.
- 6.3 This Agreement shall automatically terminate immediately upon all the Net Proceeds being utilised (except for general corporate purposes) by the Company in accordance with the provisions of the Prospectus and/ or as per the terms of the Companies Act and/or Applicable Law hereof and the Parties shall jointly inform SEBI of such termination, and take such action as may be required under the SEBI ICDR Regulations provided that in the event that the Agreement is terminated any time before such event, the Company shall pay the fees for the services performed by Monitoring Agency up to the date of such termination. Further, upon full utilisation of the Net Proceeds, the Monitoring Agency shall issue a final report including completed details of utilisations of Net Proceeds and deviations, if any, in accordance with Schedule XI of SEBI ICDR Regulations.

## **7. LIMITATION OF LIABILITIES OF MONITORING AGENCY**

- 7.1 Monitoring Agency shall have no responsibility to verify the authenticity of any order of a competent body, court or tribunal or any ruling of any arbitrator/s in proceedings between or concerning the other Parties and may rely, in good faith and without any liability, upon the contents thereof. However, it is clarified that nothing herein excludes the liability of the Monitoring Agency to exercise due diligence, care and skill while discharging the work assigned to it in relation to the Net Proceeds.
- 7.2 Subject to Clause 9 (*Indemnity*), the Monitoring Agency shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.
- 7.3 Unless anything to the contrary contained herein, the Parties agree that, to the extent permitted by applicable laws, in no event shall either Party be liable for any indirect, incidental or consequential damages, or for any amounts claimed for lost business, opportunities or profits of the other Party, except in case of default, fraud, misrepresentation or negligence by such Party.

## **8. MONITORING AGENCY FEES**

- 8.1 Simultaneously with the execution hereof, the Company shall pay to the Monitoring Agency remuneration and reimbursement of expenses for its services as a monitoring agency in connection with the Offer, as per the terms mutually agreed in writing between the Company and the Monitoring Agency. All payments by the Company to the Monitoring Agency under the agreement shall be made on receipt of suitable invoices for accounting and statutory purposes. Such invoices shall also be valid and in compliance with all the statutory rules or guidelines in

relation to tax laws and / or other regulatory requirements for the time being in force.

- 8.2 Tax deducted at source (“TDS”) as per the provisions of the Income-tax Act, 1961 shall be deducted on all payments made to the Monitoring Agency and the Company will promptly submit the TDS certificate to Monitoring Agency for such deduction.
- 8.3 The Company shall reimburse the Monitoring Agency for all costs, charges and expenses incurred by it in relation to the services provided by it under this Agreement, which will be billed separately as incurred.
- 8.4 All amounts required to be paid herein shall not include Goods and Services Tax, 2017, if any, payable by the Monitoring Agency
- 8.5 Notwithstanding anything to the contrary contained hereinabove, the Monitoring Agency shall not incur any out of pocket costs, expenses and/or charges without the prior written consent of the Company.

## 9. INDEMNITY

- 9.1 The Monitoring Agency shall fully indemnify and hold harmless the Company and its officers, directors, officers, employees, Affiliates and agents (each, an “**Indemnified Person**”), and keep them fully indemnified and hold harmless against any and all costs, claims, losses, expenses, damages (including, without limitation, legal fees) and liabilities, including any third party claims and/or any claims for any taxes payable by the Company which the Indemnified Person shall suffer directly or indirectly as a consequence of breach or alleged breach of the representations, covenants, obligations and duties by the Monitoring Agency under this Agreement or in accordance with the SEBI ICDR Regulations, provided further that the Monitoring Agency shall not be liable for any losses suffered by the Indemnified Person solely arising out of wilful misconduct or gross negligence on the part of the of the Indemnified Person as maybe finally determined by a court of competent jurisdiction.
- 9.2 The Company agrees to indemnify the Monitoring Agency against all direct costs, losses and damages that the Monitoring Agency may incur owing to any material breach of its obligations by the Company to the Monitoring Agency under this Agreement. Provided that, any indemnity to the Monitoring Agency shall not extend to costs, losses or damages arising to the Monitoring Agency on account of the negligence or wilful default or fraud of the Monitoring Agency as maybe finally determined by a court of competent jurisdiction.
- 9.3 In case any proceeding is instituted involving any person in respect of which indemnity may be sought pursuant to this Clause 9, the Indemnified Party shall promptly notify the person against whom such indemnity may be sought (the “**Indemnifying Party**”) in writing (provided that the failure to notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability that it may have under this Clause 9).
- 9.4 In the event the Company is requested by the Monitoring Agency, the Company, if appropriate, shall be entitled (and not obligated) to assume the defense of legal proceeding at Monitoring Agency’s sole cost and expense, or to participate to the extent permissible in such proceeding, with counsel reasonably acceptable to the Monitoring Agency. Upon assumption of the defense by the Company and the retention of such counsel by the Company, the Company shall not be liable to the Monitoring Agency under this Agreement for any fees of counsel subsequently incurred by the Monitoring Agency with respect to the same proceeding, provided that the Monitoring Agency shall have the right to employ separate counsel in such proceeding at Monitoring Agency’s sole cost and expense.

- 9.5. This clause shall survive the termination of this Agreement and/or resignation of the Monitoring Agency.

**10. WAIVER**

Notwithstanding anything stated in this Agreement, the Monitoring Agency may, from time to time, or at any time by mutual consent (in writing) waive such terms and conditions of this Agreement without prejudice to the rights of the Monitoring Agency in respect of any subsequent breach thereof so long as the same is not in contravention of the terms of the SEBI ICDR Regulations.

**11. NOTICES**

Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by registered mail, postage prepaid, to the address of the Party specified below, or (iii) sent by email to the address mentioned below. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 11 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received:

in the case of a notice to the Company at:

**ELIN ELECTRONICS LIMITED**

4771, Bharat Ram Road  
23 Daryaganj New Delhi- 110 002  
Tel: 011 43000400  
E-mail: rkc@elinindia.com  
Attention: Raj Karan Chhajjer

in the case of a notice to the Monitoring Agency at:

**Axis Bank Limited**

[(acting through Axis Trustee Services Limited)]  
The Ruby, 2<sup>nd</sup> Floor, SW,  
29 Senapati Bapat Marg, Dadar west,  
Mumbai – 400 028  
Phone: 022-62300451  
Attention: Deputy General Manager – Operation Head  
Email: debenturetrustee@axistrustee.com

**12. CONFIDENTIALITY**

The Monitoring Agency shall not make public and / or disclose any information received by it from the Company to any other party except to SEBI or other statutory authority, to the extent it is required to perform its obligations under SEBI ICDR Regulations but shall intimate the Company as soon as reasonably practicable.

**13. JURISDICTION**

Each of the Parties hereto agrees that the courts and/or tribunals located in [Delhi, India] shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

## 14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of India.
- 14.2. In the event a dispute arises out of or in relation to or in connection with the interpretation or implementation of this Agreement, the Parties ("**Disputing Parties**") shall attempt in the first instance to resolve such dispute through consultations between the Disputing Parties. If the dispute is not resolved through consultations within seven (7) Working Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may by notice in writing to each other refer the dispute through arbitration.
- 14.3. Arbitration shall be conducted as follows:
- (a) all claims, disputes and differences between the Disputing Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration in [Delhi, India], which shall be the seat of arbitration;
  - (b) the arbitral tribunal shall comprise of three arbitrators. The Company shall within 15 days from the date of receipt of the arbitration notice given in accordance with Clause 14.2 above, appoint one arbitrator and the Monitoring Agency within 15 days from the date of receipt of the arbitration notice given in accordance with Clause 14.2 above, appoint one arbitrator and the two arbitrators shall appoint the third or presiding arbitrators within a further period of 15 days such that all three arbitrators are appointed within 30 days. In the event that the Company or the Monitoring Agency fail to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996;
  - (c) the arbitrators shall have the power to award interest on any sums awarded;
  - (d) notwithstanding the power of the arbitrators to grant interim relief, the Disputing Parties shall have the power to seek appropriate interim relief from the courts of India;
  - (e) the arbitration award shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;
  - (f) the arbitrators may award to a Disputing Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);
  - (g) the Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitral tribunal; and
  - (h) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

## 15. ASSIGNMENT

The Parties shall not assign their respective rights or obligations under this Agreement to any person without the prior written consent of all the Parties.

**16. EFFECTIVENESS OF AGREEMENT**

This Agreement shall be effective on and from the date first hereinabove written as the date of execution and shall be in force till the Net Proceeds (except Net Proceeds being used for general corporate purposes) are utilized in accordance with this Agreement and the Prospectus or sooner determination in terms of Clauses 3 and 6 of this Agreement.

**17. SURVIVAL**

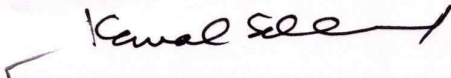
Clauses 1 (*Definitions*), 3.2(d) (*Retirement and Removal of Monitoring Agency*), 9 (*Indemnity*), 11 (*Notices*), 12 (*Confidentiality*), 13 (*Jurisdiction*), 14 (*Governing Law and Dispute Resolution*) and this Clause 17 (*Survival*) shall survive the termination of this Agreement.



*This signature page forms an integral part of the Monitoring Agency Agreement entered into between Elin Electronics Limited and Axis Bank Limited.*

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

**SIGNED ON BEHALF OF ELIN ELECTRONICS LIMITED**

A handwritten signature in black ink, appearing to read 'Kamal Sethia', with a stylized flourish at the end.

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

*This signature page forms an integral part of the Monitoring Agency Agreement entered into between Elin Electronics Limited and Axis Bank Limited.*

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

**SIGNED ON BEHALF OF AXIS BANK LIMITED**

Name:  
Designation:



For AXIS BANK LTD.

*Amit Kaushik*  
AMIT KAUSHIK  
Branch Head  
SS No. 20423  
E-10, Kalkaji-II, New Delhi-19

## SCHEDULE I

### INDICATIVE FORMAT OF CERTIFICATE FROM THE STATUTORY AUDITOR OR INDEPENDENT CHARTERED ACCOUNTANT

To,  
**Board of Directors**  
Elin Electronics Limited  
4771, Bharat Ram Road  
23, Daryaganj  
New Delhi – 110002

Dear Sir,

1. We have verified the unaudited books of account and other relevant records of Elin Electronics Limited (“**Company**”), as at [insert date] in connection with its initial public offer vide its Prospectus and utilization of the Net Proceeds as per the objects of the Offer given in the said Prospectus.
2. We have verified the details of the utilization of the Net Proceeds submitted by the Company and are as per Annexure to this certificate, initialled by us for identification purposes only, based on the un/audited books of account and relevant records referred to in paragraph 1 above. We have agreed the amounts included in the Annexure with the un/audited books of account and relevant records of the Company as at [insert date]. We have verified the accuracy of the Annexure. Our responsibility is to verify the factual accuracy of the facts stated in the Annexure.
3. We conducted our procedures in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes issued by the Institute of Chartered Accountants of India.
4. We have performed necessary audit so as to ensure the accuracy of figures mentioned in the Annexure. We also confirm that the utilization of the Net Proceeds is in line with the chapter titled ‘*Objects of the Offer*’ mentioned in the Prospectus of the Company.
5. On the basis of the unaudited books of account and relevant records, information and explanations provided to us and representation from the management of the Company, we certify the utilization of the Net Proceeds more particularly as described in the Red Herring Prospectus and the Prospectus as given in the accompanying Annexure.
6. I/We hereby declare that this report is based on the format as prescribed by Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended. I/We further declare that this report provides true and fair view of the utilization of the Net Proceeds.
7. I/We declare that we do not have any direct / indirect interest in or relationship with the issuer/promoters/directors/management and also confirm that we do not perceive any conflict of interest in such relationship / interest while monitoring and reporting the utilization of the Net Proceeds by the Company.
8. This certificate is furnished solely for submission to Axis Bank Limited (the Monitoring Agency) regarding the utilization of the Net Proceeds in terms of paragraph 4.3 of Section 4 of the Monitoring Agency Agreement dated November 2, 2022 between the Company and Axis Bank Limited, (“**Monitoring Agency Agreement**”), and is not to be used for any other purpose or to be distributed to any other parties without our prior written consent.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Monitoring Agency Agreement.

For [●]  
**Chartered Accountants**  
ICAI Firm's Registration No: [●]

[●]  
[●]  
Membership No. [●]  
UDIN: [●]  
Date: [●]

## ANNEXURE

### Format of the Monitoring Agency Report to be submitted

Front Page:

<b>Report of the Monitoring Agency</b>
Name of the Issuer: For quarter ended: Name of the Monitoring Agency:
(a) Deviation from the objects: – Utilization different from Objects stated in the offer document but in line with change of objects approved by shareholders' resolution; or – Utilization neither in line with Objects stated in the offer document nor approved by shareholders' resolution – In case of no deviation, the fact would be stated.
(b) Range of Deviation*:  <i>Indicate range of percentage deviation from the amount of issue proceeds earmarked for objects. For example, up to 10%, 10 - 25%, 25-50%, 50-75%, 75-100%, not ascertainable etc.</i>  <i>* Range of Deviation may be computed by taking weighted average of financial deviation of each object in the ratio of issue proceeds allocated for it. Non-financial deviation may be indicated separately by way of notes.</i>
Declaration:  <i>I/We hereby declare that this report is based on the format as prescribed by Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended. I/We further declare that this report provides true and fair view of the utilization of issue proceeds.</i>  <i>I/We declare that we do not have any direct / indirect interest in or relationship with the issuer/promoters/directors/management and also confirm that we do not perceive any conflict of interest in such relationship / interest while monitoring and reporting the utilization of issue proceeds by the issuer.</i>
Signature: Name of the Authorized Person/Signing Authority: Designation of Authorized person/Signing Authority: Seal of the Monitoring Agency: Date:

Subsequent Pages:

1) Issuer Details: Name of the issuer: The names of the promoters of the issuer: Industry/sector to which it belongs:
2) Issue Details:

Issue Period:  
 Type of issue (public/rights):  
 Type of specified securities:  
 Grading:  
 Issue size (Rs. in Crores):

3) Details of the arrangement made to ensure the monitoring of issue proceeds:

*(Give item by item description for all the objects, as well as for the sub-heads (if any) given under objects, stated in the offer document separately in following format)*

Particulars	Reply	Source of information/certifications considered for preparation of report	Comments of Monitoring Agency	Comments of Board of Directors
Whether all the utilization is as per disclosure in Offer Document?	Yes/No			
Whether Shareholder approval is obtained in case of material deviations# from expenditures disclosed in Offer Document?	Yes/No			
Whether means of finance for disclosed objects of the Issue has changed?	Yes/No			
Any major deviation observed over the earlier monitoring agency reports?	Yes/No			
Whether all Government / Statutory approvals related to the object(s) obtained?	Yes/No			
Whether all arrangements pertaining to technical assistance/collaboration in operation?	Yes/No			
Any favourable events improving object(s) viability	Yes/No			
Any unfavourable events affecting object(s) viability	Yes/No			
Any other relevant information that may materially affect the decision making of the investors	Yes/No			

# Where material deviation may be defined to mean:

a) Deviation in the objects or purposes for which the funds have been raised

b) Deviation in the amount of fund actually utilized by more than 10% of the amount projected in the offer documents.

4) Details of object(s) to be monitored:

(i) Cost of object(s):

*(Give item by item description for all the objects, as well as for the sub-heads (if any) given under objects, stated in the offer document separately in following format)*

						Comments of Board of Directors
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Sl. No	Item Head	Source of information/certifications considered for preparation of report	Original Cost (as per Offer Document)	Revised Cost	Comments of Monitoring Agency	Reason of cost revision	Proposed financing option	Particulars of firm arrangements made

(ii) Progress in the object(s):

(Give item by item description for all the objects stated in Offer Document separately in following format)

Sl. No	Item Head	Source of information/certifications considered for preparation of report	Amount as proposed in Offer Document	Amount utilized			Total unutilized Amount	Comments of Monitoring Agency	Comments of Board of Directors	
				As at Beginning of the quarter	During the quarter	At the end of the quarter			Reason of idle funds	Proposed Course of Action

\$ Provide following details under Item Head:

(a) Name of the object(s):

(b) Brief description of the object(s):

(c) Location of the object(s) (if applicable):

(iii) Deployment of unutilized proceeds:

Sl. No	Type of instrument where amount invested*	Amount invested	Maturity date	Earnings	Return on Investment (ROI %)	Market Value as at the end of quarter**

\* Also indicate name of the party/company in which amounts have been invested

\*\* Where market value is not practical to find, provide NAV/NRV/Book Value of the same

(iv) Delay in implementation of the object(s):

Object(s) Name	Completion Date		Delay (No. of days/months)	Comments of Board of Directors	
	As per Offer Document	Actual*		Reason of delay	Proposed Course of Action

\* In case of continuing object(s) please specify latest/revised estimate of completion date.