सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA28076251420897Y**
Certificate Issued Date	:	17-Jul-2026 05:46 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840131043795521Y
Purchased by	:	Moneyview Limited
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	Syndicate Agreement
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Moneyview Limited
Second Party	:	Axis Capital Limited and Others
Stamp Duty Paid By	:	Moneyview Limited
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

SEVA KENDRA KADUBISANAHALLI BRANCH Authorized Signatory

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SYNDICATE AGREEMENT DATED SEPTEMBER 20, 2026 ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS, THE BRLMS, THE SYNDICATE MEMBER AND THE REGISTRAR

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Certificate No.	:	**IN-KA28077124109190Y**
Certificate Issued Date	:	17-Jul-2026 05:46 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840127349370656Y
Purchased by	:	Moneyview Limited
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Certificate No.	:	**IN-KA28077716099774Y**
Certificate Issued Date	:	17-Jul-2026 05:47 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ KADUBISANAHALLI/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0840122745998186Y
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SYNDICATE AGREEMENT

DATED SEPTEMBER 20, 2026

BY AND AMONG

MONEYVIEW LIMITED

AND

THE SELLING SHAREHOLDERS MENTIONED IN SCHEDULE I

AND

AXIS CAPITAL LIMITED

AND

BOFA SECURITIES INDIA LIMITED

AND

IIFL CAPITAL SERVICES LIMITED
(*formerly known as IIFL Securities Limited*)

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

KOTAK SECURITIES LIMITED

AND

MUFG INTIME INDIA PRIVATE LIMITED
(*Formerly Link Intime India Private Limited*)

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SYNDICATE AGREEMENT

This Syndicate Agreement (this "**Agreement**") is entered into on September 20, 2026 at Bengaluru, India by and amongst:

MONEYVIEW LIMITED (*formerly known as Moneyview Private Limited and Whizdm Innovations Private Limited*), a company incorporated under the laws of India and having its registered office at 17/1, 1st and 2nd Floor, The Address Building, Outer Ring Road, Marathahalli, Kadubeesanahalli, Bangalore 560 103, Karnataka, India (hereinafter referred to as the "**Company**"), of the **FIRST PART**;

AND

THE ENTITIES AND PERSONS, mentioned in **Schedule I** of this Agreement (hereinafter collectively referred to as the "**Selling Shareholders**"), of the **SECOND PART**;

AND

AXIS CAPITAL LIMITED, a company incorporated under the laws of India and having its registered office at Axis House, 1st Floor, Pandurang Budhkar Marg, Worli, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**Axis**"), of the **THIRD PART;**

AND

BOFA SECURITIES INDIA LIMITED, a company incorporated under the laws of India and having its registered office at Ground Floor, A Wing, One BKC, G Block, Bandra Kurla Complex, Bandra (East) Mumbai 400 051 Maharashtra, India (hereinafter referred to as "**BofA**"), of the **FOURTH PART**;

AND

IIFL CAPITAL SERVICES LIMITED (FORMERLY KNOWN AS IIFL SECURITIES LIMITED), a company incorporated under the laws of India and having its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (hereinafter referred to as "**IIFL**"), of the **FIFTH PART**;

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED, a company incorporated under the laws of India and having its registered office at 1st Floor, 27 BKC, Plot No. C – 27, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**Kotak**"), of the **SIXTH PART**.

AND

KOTAK SECURITIES LIMITED, a company incorporated under the laws of India and having its registered office at 4th Floor, 12 BKC "G" Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051 Maharashtra, India (hereinafter referred to as **"Kotak Securities**"), of the **SEVENTH PART;**

AND

MUFG INTIME INDIA PRIVATE LIMITED, (*Formerly Link Intime India Private Limited*), a company incorporated under the Companies Act, 1956, as amended and having its registered office at C-101, Embassy 247, L B S Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the **"Registrar",** or **"Registrar to the Offer"**), of the **EIGHTH PART;**

IN THIS AGREEMENT:

(A) Axis, BofA, IIFL and Kotak are collectively referred to as the "**Book Running Lead Managers**" or the "**BRLMs**"**,** and individually as the "**Book Running Lead Manager**" or the "**BRLM**";

(B) (a) Puneet Agarwal and (b) Sanjay Aggarwal are collectively referred to as the "**Promoter Selling Shareholders**" and individually as "**Promoter Selling Shareholder**";

(C) Chitra Agarwal referred to as the "**Promoter Group Selling Shareholder**";

(D) Internet Fund III Pte Ltd referred to as the "**Tiger Selling Shareholder**";

(E) a) Accel India IV (Mauritius) Limited; b) Accel Growth IV Holdings (Mauritius) Ltd.; c) Crimson Winter Limited; d) DI Investment LLC; e) NLI Strategic Venture Investment Limited; f) Ribbit Capital; and g) TI JPNIN India Holdco, Ltd., collectively referred to as the "**Corporate Selling Shareholders**" and individually as "**Corporate Selling Shareholder**";

(F) The Corporate Selling Shareholders and Tiger Selling Shareholder are collectively referred to as the "**Investor Selling Shareholders**", and individually as a "**Investor Selling Shareholder**";

(G) The Promoter Selling Shareholders, the Promoter Group Selling Shareholder and Investor Selling Shareholders are collectively referred to as the "**Selling Shareholders**", and individually as a "**Selling Shareholder**"; and

(H) **Kotak Securities Limited** shall be referred to as the "**Syndicate Member**";

(I) The Book Running Lead Managers and the Syndicate Member are collectively referred to as the "**Members of the Syndicate**" or the "**Syndicate**"; and

(J) The Company, the Selling Shareholders, the Book Running Lead Managers, and Syndicate Members and Registrar to the Offer are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A. The Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of face value of ₹1 each of the Company (the "**Equity Shares**"), comprising (a) a fresh issue of Equity Shares by the Company aggregating up to ₹ 7,500 million (the "**Fresh Issue**"); and (b) an offer for sale of up to 100,494,200 Equity Shares by the Selling Shareholders, as mentioned in **Schedule I** (collectively, the "**Offer for Sale**"). The Fresh Issue and Offer for Sale are collectively referred to as the "**Offer**" and the Equity Shares offered for sale by the Selling Shareholders in the Offer for Sale collectively are referred to as Offered Shares ("**Offered Shares**"). The Offer shall be undertaken in accordance with the requirements of the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (**"SEBI ICDR Regulations"**) and other Applicable Law (defined below), at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations (the "**Book Building**") by the Company, in consultation with the BRLMs (the "**Offer Price**"). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (B) outside the United States in "offshore transactions" in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**")); and (C) in the United States to investors who are both "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and "qualified purchasers" as defined under the U.S. Investment Company Act of 1940, as amended ("**U.S. Investment Company Act**") in reliance upon Section 3(c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.

B. The Offer has been authorized pursuant to a resolution passed by the board of directors of the Company ("**Board**") on February 22, 2026 and the Fresh Issue has been authorized by a special resolution of the shareholders of the Company dated February 23, 2026 in terms of Section 62(1)(c) of the Companies Act, 2013. The Board of Directors have taken on record the respective authorizations for the Offer for Sale by each of the Selling Shareholders to, severally and not jointly, participate in the Offer for Sale pursuant to its resolution dated March 3, 2026 and the resolution passed by the IPO Committee dated September 12, 2026.

C. Each of the Selling Shareholders have, severally and not jointly authorized and consented to participate in the Offer for Sale by way of their respective resolutions/authorizations and consent letters, as indicated in **Schedule I**.

D. The Company and each of the Selling Shareholders have engaged the BRLMs to manage the Offer as the book running lead managers. The BRLMs have accepted the engagement for the agreed fees and expenses payable to them for managing the Offer as set out in the fee letter dated March 3, 2026 entered into between the Company, the Selling Shareholders and the BRLMs (the **"Fee Letter"**).

E. The Company, each of the Selling Shareholders and the BRLMs have entered into an offer agreement dated March 3, 2026, in connection with the Offer (the "**Offer Agreement**").

F. The Company has filed the Draft Red Herring Prospectus dated March 3, 2026 ("**DRHP**") read with addendum dated September 12, 2026, with the Securities and Exchange Board of India (the "**SEBI**") for review and comments, and, National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE**", together with NSE, the "**Stock Exchanges**") SEBI has reviewed and commented on the DRHP and has permitted the Company to proceed with the Offer subject to its final observations dated June 29, 2026 bearing reference number HO/49/11/11(170)2026-CFD-RAC-DIL4 being incorporated or reflected in the red herring prospectus. After incorporating the comments and observations of the SEBI and Stock Exchanges, the Company proposes to file a red herring prospectus ("**Red Herring Prospectus**" or "**RHP**") with the Registrar of Companies, Karnataka at Bengaluru ("**RoC**") and thereafter with SEBI and the Stock Exchanges and will file the prospectus ("**Prospectus**") with the RoC, SEBI and the Stock Exchanges in accordance with the Companies Act and the SEBI ICDR Regulations. In addition, the Company has received in-principle approvals from the BSE and the NSE, respectively for listing of the Equity Shares by way of letters each dated June 10, 2026.

G. Pursuant to an agreement dated March 3, 2026, the Company and the Selling Shareholders have appointed MUFG Intime India Private Limited, (*Formerly Link Intime India Private Limited*) as the Registrar to the Offer ("**Registrar Agreement**"). Moreover, pursuant to an agreement dated September 16, 2026**,** the Company and each of the Selling Shareholders have appointed MUFG Intime India Private Limited, (*Formerly Link Intime India Private Limited*) as the share escrow agent **("Share Escrow Agreement").** The Company, each of the Selling Shareholder, the Registrar, the BRLMs, the Banker(s) to the Offer (as defined below) have entered into a cash escrow and sponsor bank agreement dated September 20, 2026 (the "**Cash Escrow and Sponsor Bank Agreement**"), pursuant to which the Banker(s) to the Offer will carry out certain activities in relation to the Offer.

H. The Offer will be made under Phase III of the UPI Circulars (as defined below). In accordance with the requirements of the UPI Circulars, the Company, the Stock Exchanges, and Selling Shareholders, in consultation with the BRLMs, has appointed ICICI Bank Limited and Axis Bank Limited with valid registration numbers and whose names appear on the list of eligible sponsor banks, as listed on the SEBI website as the sponsor banks ("**Sponsor Banks**"), in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement, to act as a conduit between the Stock Exchanges and the NPCI in order to push the UPI Mandate Requests (defined below) in respect of UPI Bidders and their ASBA Accounts as per the UPI Mechanism, and perform other duties and undertake such obligations as required under the UPI Circulars and the Cash Escrow and Sponsor Bank Agreement in relation to the Offer.

I. In order to arrange for the procurement of Bids (other than Bids directly submitted to the Self Certified Syndicate Banks ("**SCSBs**"), Bids by Anchor Investors, and Bids collected by Registered Brokers at the Broker Centers, **CDPs** at the Designated CDP Locations and the **RTA** at the Designated RTA Location) at the Specified Locations only and the need to conclude the process of Allotment and listing in accordance with the SEBI ICDR Regulations and other Applicable Law, and the Company and the Selling Shareholders, in consultation with the BRLMs, have appointed the Syndicate Member. Accordingly, the Company, the Selling Shareholders, the Registrar to the Offer and the Members of the Syndicate are entering into this Agreement.

J. This Agreement sets forth the terms of appointment of the Syndicate Member and the various obligations and responsibilities of the Members of the Syndicate. The Parties have agreed to enter into and be bound by the terms and conditions contained in this Agreement.

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

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

"**Affiliates**" with respect to any Party, means (a) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (b) any other person which is a holding company or subsidiary or joint venture of such Party, and/or (c) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where (i) "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 (ii) shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or higher interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition and the Agreement, the terms "**holding company**", "**subsidiary**" and "**joint venture**" have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013, respectively. For the avoidance of doubt, (i) it is clarified that any reference in this Agreement to Affiliates includes any person that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable,(ii) the Promoters and members of the Promoter Group are deemed to be Affiliates of the Company. The terms "Promoter" and "Promoter Group" have the respective meanings set forth in the Offer Documents.

For the avoidance of doubt, the Investor Selling Shareholders, jointly or severally, will not be regarded as an Affiliate of the Company and vice versa. The Parties further agree that none of the Investor Selling Shareholders or their respective Affiliates shall be considered as Affiliates of the other Investor Selling Shareholders and their respective Affiliates. Notwithstanding anything to the contrary in this Agreement, the Parties agree that, for the purposes of this Agreement, the Affiliates of each of Investor Selling Shareholder shall only mean and refer to any entity or vehicle managed or Controlled by or Controlling such Investor Selling Shareholder. Any investee companies in respect of the Investor Selling Shareholder or its Affiliates, including their respective portfolio investee companies (including the Company), the limited partners, investment managers and non-controlling shareholders and/or its Affiliates (and each of their portfolio companies) shall not be considered "Affiliates" of such Investor Selling Shareholder.

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

"**Allot**" or "**Allotment**" or "**Allotted**" means, unless the context otherwise requires, allotment or transfer, as the case may be, of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by each of the Selling Shareholders pursuant to the Offer for Sale to the successful Bidders;

"**Allotment Advice**" means, the note or advice or intimation of Allotment sent to each successful Bidder who has been or is to be Allotted the Equity Shares after approval of the Basis of Allotment by the Designated Stock Exchange;

"**Anchor Investor(s)**" means a Qualified Institutional Buyer applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the RHP and who has Bid for an amount of at least ₹ 100 million;

"**Anchor Investor Bidding Date**" is the day, being one Working Day prior to the Bid/ Offer Opening Date, on which Bids by Anchor Investors shall be submitted prior to and after which BRLMs will not accept any Bids from Anchor Investors, and allocation to the Anchor Investors shall be completed.

"Anchor Investor Allocation Price" shall mean the price at which Equity Shares will be allocated to Anchor Investors according to the terms of the Red Herring Prospectus and the Prospectus, which will be decided by the Company in consultation with the Managers on the Anchor Investor Bid/Offer Date;

"**Anchor Investor Application Form**" means the form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the RHP and the Prospectus and under the SEBI ICDR Regulations;

"Anchor Investor Offer Price" means the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the RHP and the Prospectus, which will be a price equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company, in consultation with the BRLMs;

"**Anchor Investor Pay-in Date**" shall mean with respect to Anchor Investor(s), the Anchor Investor Bidding Date, and in the event the Anchor Investor Allocation Price is lower than the Anchor Investor Offer Price, not later than two (2) Working Days after the Bid/ Issue Closing Date;

"Anchor Investor Portion" shall mean up to 60% of the QIB Portion which may be allocated by the Company, in consultation with the BRLMs, to Anchor Investors, on a discretionary basis in accordance with the SEBI ICDR Regulations. One third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the price at which allocation is made to Anchor Investors, which price shall be determined by the Company in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. 40% of the Anchor Investor Portion shall be reserved as follows: (i) 33.33% for domestic Mutual Funds, and (ii) 6.67% for Life Insurance Companies and Pension Funds, subject to valid bids at or above the Anchor Investor Allocation Price. Any under-subscription in (ii) may be allocated to domestic Mutual Funds;

"**Applicable Law**" means any applicable law, by-law, statute, rule, regulation, guideline, circular, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), uniform listing agreements with the Stock Exchanges, order, direction or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force and effect during the subsistence of this Agreement issued by any Governmental Authority, in any applicable jurisdiction, within or outside India, which, as the context may require, is applicable to the Offer or to the Parties, including any applicable law in any relevant jurisdiction, at common law or otherwise, including the Securities and Exchange Board of India Act, 1992, as amended, the Securities Contracts (Regulation) Act, 1956, as amended, the Securities Contracts (Regulation) Rules, 1957, as amended, the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the Foreign Exchange Management Act, 1999, each as amended and rules and regulations thereunder;

"ASBA" or "Application Supported by Blocked Amount" means the application, whether physical or electronic, used by ASBA Bidders to make a Bid by authorizing the relevant SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders using the UPI Mechanism;

"ASBA Account(s)" means a bank account maintained by an ASBA Bidder with a SCSB, as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the ASBA Form which may be blocked by such SCSB or the account maintained by a UPI Bidder linked to a UPI ID, which is blocked upon acceptance of a UPI Mandate Request made by UPI Bidders, to the extent of the Bid Amount of the ASBA Bidders;

"**ASBA Bidder**" means all Bidders except Anchor Investors;

"**ASBA Form**" means an application form, whether physical or electronic, used by ASBA Bidders to submit Bids, which will be considered as the application for Allotment in terms of the Red Herring Prospectus and the Prospectus.

"**Basis of Allotment**" means the basis on which Equity Shares will be Allotted to successful Bidders under the Offer, as described in the Offer Documents.

"**Banker(s) to the Offer**" has the meaning ascribed to such term in the Offer Documents;

"Bid" means an indication to make an offer during the Bid/ Offer Period by an ASBA Bidder pursuant to the submission of an ASBA Form or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to submission of a Bid cum Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto to the extent permissible under the SEBI ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term "Bidding" shall be construed accordingly;

"Bid Amount" has the meaning ascribed to such term in the Offer Documents;

"Bid cum Application Form" means the form in terms of which the Bidder shall make a Bid, including an ASBA Form and an Anchor Investor Application Form, and which shall be considered as the application for the Allotment pursuant to the terms of the Red Herring Prospectus and the Prospectus;

"**Bidder(s)**" means any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, and includes an Anchor Investor.

"**Bidding Centers**" shall mean the centres at which the Designated Intermediaries shall accept the ASBA Forms, being the Designated Branches for SCSBs, Specified Locations for the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs;

"**Bid/ Offer Closing Date**" has the meaning ascribed to such term in the Offer Documents.

"**Bid/ Offer Opening Date**" has the meaning ascribed to such term in the Offer Documents.

"**Bid/ Offer Period**" means, except in relation to any Bids received from the Anchor Investors, the period between the Bid/ Offer Opening Date and the Bid/ Offer Closing Date, inclusive of both days, during which prospective Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Red Herring Prospectus. The Company in consultation with the BRLMs, may consider closing the Bid/Offer Period for the QIB Portion one Working Day prior to the Bid/Offer Closing Date in accordance with the SEBI ICDR Regulations.

"**Board of Directors**" or "**Board**" has the meaning attributed to such term in the recitals of this Agreement;

"**Book Building**" means the book building process as described in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

"**Broker Centres**" means the centres notified by the Stock Exchanges where Bidders can submit the ASBA Forms to a Registered Broker. The details of such Broker Centres, along with the names and contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com);

"BSE" means BSE Limited;

"**CAN**" or "**Confirmation of Allocation Note**" means the notice or intimation of allocation of the Equity Shares to be sent to Anchor Investors, who have been allocated the Equity Shares, after the Anchor Investor Bidding Date.

"Cap Price" means the higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted, including any revision thereof. The Cap Price will be (i) less than or equal to 120% of the Floor Price, and (ii) at least 105% of the Floor Price.

"**Cash Escrow and Sponsor Bank Agreement**" means the Agreement entered into between and amongst the Company, the Selling Shareholders, the Book Running Lead Managers, the Registrar to the Offer, the Banker(s) to the Offer and the Syndicate Member for, inter alia, collection of the Bid Amounts from the Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from the Anchor Investors, on the terms and conditions thereof, in accordance with the UPI Circulars;

"**Client ID**" shall mean the client identification number maintained with one of the Depositories in relation to the Bidder's beneficiary account;

"**Companies Act**" or "**Companies Act, 2013**" means the Companies Act, 2013, along with the relevant rules, regulations and clarifications, circulars and notifications issued thereunder;

"**Company Entities**" shall mean, collectively, the Company and its Subsidiaries;

"**Collecting Depository Participant(s)**" or "**CDP**" shall mean a depository participant as defined under the Depositories Act, 1996 registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI, the SEBI RTA Master Circular and the UPI Circulars issued by SEBI and the Stock Exchanges as per the list available on the respective websites of the Stock Exchanges, as updated from time to time in accordance with the UPI circulars;

"**Control**" has the meaning attributed to such term under the SEBI ICDR Regulations, read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended; and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly;

"**Cut-off Price**" means the offer Price, finalized by the Company, in consultation with the BRLMs, which shall be any price within the Price Band. Only Retail Individual Investors Bidding under the Retail Portion are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non Institutional Investors are not entitled to Bid at the Cut-off Price;

"**Designated CDP Locations**" shall mean such centres of the Collecting Depository Participants where ASBA Bidders can submit the ASBA Forms (in case of UPI Bidders only ASBA Forms under UPI). The details of such Designated CDP Locations, along with the names and contact details of the CDPs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com) and updated from time to time;

"**Designated Date**" shall mean the date on which the Escrow Collection Bank(s) transfer from the Escrow Account(s) to the Public Offer Account or the Refund Account, as the case may be, and/or the instructions are issued to the SCSBs (in case of UPI Bidders, instructions issued through the Sponsor Banks) for the transfer of the amounts blocked by the SCSBs in the ASBA Accounts to the Public Offer Account(s) or the Refund Account(s), as appropriate, in terms of the Red Herring Prospectus and the Prospectus, after the finalisation of the Basis of Allotment in consultation with the Designated Stock Exchange, following which Equity Shares may be Allotted to successful Bidders in the Offer;

"**Designated Intermediaries**" means Collectively, the members of the Syndicate, sub-syndicate or agents, SCSBs (other than in relation to RIIs using the UPI Mechanism), Registered Brokers, CDPs and RTAs, who are authorised to collect Bid cum Application Forms from the relevant Bidders, in relation to the Offer.

"**Designated RTA Locations**" shall mean such centres of the RTAs where ASBA Bidders can submit the ASBA Forms (in case of UPI Bidders, only ASBA Forms under UPI). The details of such Designated RTA Locations, along with the names and contact details of the RTAs eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com) and updated from time to time;

"**Designated Stock Exchange**" shall mean the designated stock exchange as disclosed in the Offer Documents.

"Directors" means the members on the Board of Directors.

"**Dispute**" has the meaning attributed to such term in Clause 15.1.

"**Disputing Parties**" has the meaning attributed to such term in Clause 15.1.

"**DP ID**" shall mean the Depository Participant's Identification.

"DRHP" or "Draft Red Herring Prospectus" means the draft offer document in relation to the Offer filed with SEBI and the Stock Exchanges, issued in accordance with the SEBI ICDR Regulations, which does not contain, *inter alia,* complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer and includes any addenda or corrigenda thereto;

"**Encumbrance**" shall have the meaning given to such term in clause 4.1(i);

"**Eligible NRIs**" shall mean NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the Offer and in relation to whom the Bid cum Application Form and the Red Herring Prospectus will constitute an invitation to purchase the Equity Shares;

"**Fee Letter**" has the meaning attributed to such term in the recitals of this Agreement;

"**Equity Shares**" shall have the meaning attributed to such term in the recitals of this Agreement;

"**Escrow Accounts**" has the meaning ascribed to such term in the Offer Documents;

"**Escrow Collection Bank(s)**" shall mean bank(s) which are clearing member and registered with SEBI as a banker to an issue, and with whom the Escrow Account(s) will be opened, in this case being ICICI Bank Limited;

"**FEMA NDI Rules**" shall mean Foreign Exchange Management (Non-debt Instruments) Rules, 2019, as amended;

"**Floor Price**" means the lower end of the Price Band, subject to any revision thereto, at or above which the Offer Price and the Anchor Investor Offer Price, not being less than the face value of Equity Shares, will be finalised and below which no Bids will be accepted and which shall not be less than the face value of the Equity Shares.

"**General Information Document**" shall mean the General Information Document for investing in public offers, prepared and issued in accordance with the circular (SEBI/HO/CFD/DIL1/CIR/P/2020/37) dated March 17, 2020, issued by SEBI, SEBI ICDR Master Circular and the UPI Circulars, as amended from time to time. The General Information Document shall be available on the websites of the Stock Exchanges and the BRLMs;

"**Governmental Authority**" includes SEBI, the Stock Exchanges, any registrar of companies, the RBI, and any other applicable 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.

"**International Wrap**" shall mean the final international wrap with respect to the Offer dated the date of, and attached to, the Prospectus to be used for offers and sales to persons outside India containing, among other things, international distribution, solicitation and transfer restrictions and other information, together with all supplements, corrections, amendment and corrigenda thereto;

"**Investor Selling Shareholder Statements**" means collectively Corporate Selling Shareholder Statements and Tiger Selling Shareholder Statements ;

"**IST**" shall mean Indian Standard Time;

"**Material Adverse Change**" means a material adverse change, or any development involving a prospective material adverse change, individually or in the aggregate, (a) in the condition (financial, legal or otherwise), or in the assets, liabilities, revenue, business, management, operations, or prospects of the Company, taken individually, or the Company Entities, taken as a whole, whether or not arising in the ordinary course of business (including any material loss or interference with their respective businesses from fire, explosion, flood, epidemic, pandemic (man-made or natural) or other calamity, whether or not covered by insurance, or from court or regulatory or governmental action, order or decree), or (b) in the ability of the Company, individually or the Company Entities, taken as a whole, to conduct their businesses and to own or lease their assets or properties in substantially the same manner in which such businesses were previously conducted or such assets or properties were previously owned or leased, as described in the Offer Documents (exclusive of all amendments, corrections, corrigenda, supplements or notices to investors); or (c) in the ability of the Company to perform its obligations under, or to consummate the transactions contemplated by this Agreement or the Fee Letter, including the issuance and allotment of the Equity Shares pursuant to the Offer contemplated herein or therein; or (d) in the ability of each Selling Shareholder, severally and not jointly to perform its respective obligations under, or to consummate the transactions contemplated by, this Agreement or the Fee Letter;

"**Net QIB Portion**" means the QIB Portion less the number of Equity Shares Allotted to Anchor Investors;

"**Non-Institutional Investors**" shall mean all Bidders that are not QIBs or RIIs and who have Bid for Equity Shares for an amount more than ₹ 200,000 (but not including NRIs other than Eligible NRIs);

"**Non-Institutional Portion**" shall mean the portion of the Offer, being not less than 15% of the Offer, which shall be available for allocation to Non-Institutional Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price, out of which (i)one third shall be reserved for Bidders with Bids exceeding ₹0.20 million up to ₹1.00 million; and(ii)two-thirds shall be reserved for Bidders with Bids exceeding ₹1.00 million. Provided that the unsubscribed portion in either of the sub-categories specified in (i) or (ii) above, may be allocated to applicants in the other sub-category of Non-Institutional Investors, in accordance with the SEBI ICDR Regulations;

"**NRI**" means a non-resident Indian as defined under the FEMA NDI Rules;

"NSE" means National Stock Exchange of India Limited;

"Offer Documents" means collectively and as the context requires, the DRHP, the RHP, the Bid cum Application Form and the accompanying Abridged Prospectus, the Preliminary Offering Memorandum, the Prospectus, the Final Offering Memorandum and the pricing supplement, including all supplements, corrections, addenda, amendments and corrigenda thereto, as applicable;

"**Offer Price**" has the meaning attributed to such term in the recitals of this Agreement;

"**Offered Shares**" has the meaning attributed to such term in the recitals of this Agreement;

"**Offer for Sale**" has the meaning attributed to such term in the recitals of this Agreement;

"**Other Agreements**" shall mean the Fee Letter, Underwriting Agreement, Share Escrow Agreement, Syndicate Agreement, Cash Escrow and Sponsor Bank Agreement, Registrar Agreement, or other agreement entered into by the Company and/or the Selling Shareholders, as applicable, in connection with the Offer;

"Overseas Corporate Body" A company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA. OCBs are not allowed to invest in the Offer;

"**Preliminary Offering Memorandum**" shall mean the preliminary offering memorandum with respect to the Offer consisting of the Red Herring Prospectus and the preliminary international wrap to be used for offer and sale to persons/entities that are outside India, including all supplements, corrections, amendments and corrigenda thereto;

"Price Band" means the price band between the Floor Price and Cap Price, including any revisions thereof. The Price Band will be decided by the Company, in consultation with the BRLMs, and will be advertised in an English national daily newspaper, a Hindi national daily newspaper and a Kannada newspaper (since the regional language of Karnataka is Kannada where the Registered Office of the Company is located), each with wide circulation, at least two Working Days prior to the Bid/ Offer Opening Date, with the relevant financial ratios calculated at the Floor Price and at the Cap Price and shall be made available to the Stock Exchanges for the purpose of uploading on their websites. Provided that the Cap Price shall be at least 105% of the Floor Price and shall not be greater than 120% of the Floor Price.

"Pricing Date" means the date on which the Company in consultation with the BRLMs, will finalize the Offer Price;

"Prospectus" means the prospectus to be filed with the RoC for this Offer on or after the Pricing Date in accordance with the provisions of Sections 26 and 32 of the Companies Act 2013 and the SEBI ICDR Regulations, containing the Offer Price, the size of the Offer and certain other information, including any addenda or corrigenda thereto;

"**Public Offer Account**" means the bank account 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(s) and the ASBA Accounts on the Designated Date;

"**QIB Portion**" has the meaning ascribed to such term in the Offer Documents;

"**QIB**" or "**Qualified Institutional Buyers**" means a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI ICDR Regulations. For the avoidance of doubt, this definition is unrelated to the definition of "qualified institutional buyer" under Rule 144A;

"Red Herring Prospectus" or "RHP" means the red herring prospectus to be issued in accordance with Section 32 of the Companies Act 2013 and the provisions of SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares shall be Allotted and which shall be filed with the RoC at least three Working Days before the Bid/Offer Opening Date and will become the Prospectus after filing with the RoC after the Pricing Date, including any addenda or corrigenda thereto;

"**Refund Account**" shall mean Account to be opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount to the Bidders shall be made

"**Refund Bank**" shall mean the bank which is a clearing member registered with SEBI under the SEBI BTI Regulations, with whom the Refund Account will be opened, in this case being ICICI Bank Limited;

"**Registered Brokers**" shall mean Stock brokers registered under SEBI (Stock Brokers) Regulations, 1992, as amended with SEBI and the stock exchanges having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of SEBI ICDR Master Circular and the UPI Circulars.;

"Registrar" or "Registrar to the Offer" shall mean MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*);

"**Registrar and Share Transfer Agents**" or "**RTAs**" shall mean registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of, SEBI RTA Master Circular issued by SEBI as per the list available on the websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com), and the UPI Circulars;

"Retail Individual Investor(s)" means individual bidders (including HUFs applying through their karta and Eligible NRIs and does not include NRIs other than Eligible NRIs) who have Bid for the Equity Shares for an amount not more than ₹200,000 in any of the Bidding options in the Offer;

"**Retail Portion**" shall mean the portion of the Offer, being not less than 35% of the Offer, available for allocation to Retail Individual Investors in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price;

"**Revision Form**" means Form used by the Bidders to modify the quantity of the Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s). QIB Bidders and Non-Institutional Investors are not allowed to withdraw or lower their Bids (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investor can revise their Bids during the Bid/ Offer Period and withdraw their Bids until the Bid/ Offer Closing Date form used by the Bidders to modify the quantity of Equity Shares or the Bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s), as applicable. QIBs Bidding in the QIB Portion and Non-Institutional Investors Bidding in the Non Institutional Portion are not permitted to withdraw their Bid(s) or lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Retail Individual Investors can revise their Bids during Bid/Offer period and withdraw their Bids until Bid/Offer Closing Date;

"**RoC" or "Registrar of Companies**" means the Registrar of Companies, Karnataka at Bengaluru;

"**RoC Filing**" shall mean the filing of the Prospectus with the RoC in accordance with Section 32(4) of the Companies Act, 2013;

"**Self-Certified Syndicate Bank(s)**" or "**SCSB(s)**"means the banks registered with SEBI, offering services, (i) in relation to ASBA where the Bid Amount will be blocked by authorising an SCSB, a list of which is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 or such other website as updated from time to time, and (ii) in relation to UPI Bidders, a list of which is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 or such other website as updated from time to time.

(i) in relation to Bids (other than Bids by Anchor Investor) submitted to a member of the Syndicate, the list of branches of the SCSBs at the Specified Locations named by the respective SCSBs to receive deposits of Bid cum Application Forms from the members of the Syndicate is available on the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35) and updated from time to time. For more information on such branches collecting Bid cum Application Forms from the Syndicate at Specified Locations, see the website of the SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35 as updated from time to time.

(ii) applications through UPI in the Offer can be made only through the SCSBs mobile applications (apps) whose name appears on the SEBI website. A list of SCSBs and mobile application, which, are live for applying in public issues using UPI Mechanism is provided as Annexure 'A' to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019. The said list shall be available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43 or such other website as may be prescribed by SEBI and updated from time to time;

"**SEBI ICDR Master Circular**" means the SEBI master no. HO/49/14/14(2)2026-CFD-POD2/I/4518/2026 dated June 21, 2023 and updated on February 9, 2026, as may be further amended from time to time;

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

"**SEBI Process Circular(s)**" shall mean SEBI's circular number CIR/CFD/DIL/3/2010 dated April 22, 2010; the SEBI ICDR Master Circular, the SEBI RTA Master Circular, UPI Circulars and any other circulars issued by SEBI or any other governmental authority in relation thereto, each as amended and in force from time to time;

"**SEBI RTA Master Circular**" shall mean the SEBI master circular bearing number HO/38/13/(4)2026-MIRSD-POD/I/4298/2026 dated February 6, 2026;

"**Promoter Selling Shareholder statements**" shall mean the statements specifically confirmed or undertaken in writing by the Promoter Selling Shareholder in relation to itself as a Promoter Selling Shareholder or its Offered Shares;

"**Specified Locations**" shall mean Bidding Centres where the Syndicate shall accept Bid cum Application Forms, a list of which will be included in the Bid cum Application Form;

"**Sponsor Banks**" Banker(s) to the Offer registered with SEBI, which have been appointed by the Company to act as a conduit between the Stock Exchanges and NPCI in order to push the UPI Mandate Request by a UPI Bidder in accordance with the UPI Mechanism and carry out other responsibilities, in terms of the UPI Circulars, in this case being ICICI Bank Limited and Axis Bank Limited;

"Sub-Syndicate Members" shall mean sub-syndicate members, if any, appointed by the BRLMs and the Syndicate Members, to collect ASBA Forms and Revision Forms;

"Supplemental Offer Materials" means any "written communication" (as defined in Rule 405 under the U.S. Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that may constitute an offer to sell or a solicitation of an offer to buy the Equity Shares, including, but not limited to, any publicity or written road show materials and audio visual presentations relating to the Equity Shares other than the Preliminary Offering Memorandum (including its relevant pricing supplement) or the Final Offering Memorandum;

"**Syndicate ASBA Bidders**" shall mean ASBA Bidders submitting their Bids through the Members of the Syndicate or their respective Sub-Syndicate Members at the Specified Locations;

"**Underwriting Agreement**" the agreement to be entered into among the Company, the Selling Shareholders, the Registrar to the Offer and the Underwriters, on or after the Pricing Date but before filing of the Prospectus;

"Unified Payments Interface" or "UPI" means the unified payments interface which is an instant payment mechanism, developed by NPCI;

"UPI Bidder" means, collectively, individual Bidders applying as (i) Retail Individual Investors in the Retail Portion, and (ii) Non- Institutional Bidders with an application size of up to ₹0.50 million in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Member, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to the SEBI ICDR Master Circular, all individual investors applying in public issues where the application amount is up to ₹0.50 million shall use UPI and shall provide their UPI ID in the Bid cum Application Form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity);

"**UPI ID**" shall mean ID created on the UPI for single-window mobile payment system developed by the NPCI;

"UPI Circulars" shall mean the SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI ICDR Master Circular and any subsequent circulars or notifications issued by SEBI in this regard (to the extent that such circulars pertain to the UPI Mechanism), along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference number 25/2022 dated August 3, 2022, and the circular issued by BSE having reference number 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or Stock Exchanges in this regard;

"UPI Mandate Request" has the meaning ascribed to such term in the Offer Documents;

"**UPI Mechanism**" means the bidding mechanism that may be used by UPI Bidders to make Bids in the Offer in accordance with the UPI Circulars;

"**U.S. Securities Act**" has the meaning given to such term in the recitals of this Agreement;

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

1.2 In this Agreement, unless the context otherwise requires:

(i) words denoting the singular 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, except when and to the extent used to define terms;

(iii) any reference to the word "include" or "including" shall be construed without limitation;

(iv) any reference 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) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns or heirs, executors, administrators, as the case may be, under any agreement, instrument, contract or other document;

(vi) any reference to a statute or regulation or statutory provision shall be construed as a reference to such statute or regulation or statutory provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

(vii) the *ejusdem generis* principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating particular class of acts, matters or things or by examples falling within the general words;

(viii) any reference to the preamble or a recital or clause or paragraph or annexure is, unless indicated to the contrary, a reference to the preamble or a recital or clause or paragraph or annexure of this Agreement;

(ix) references to "knowledge", "awareness" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such non-natural person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful investigation of the matter which would be expected or required from a person of ordinary prudence;

(x) any reference to a "person" shall include any natural person, partnership firm, corporation, company, trust, joint venture or other entity having legal capacity;

(xi) any reference to days is, unless clarified to refer to Working Days (as defined in the Offer Documents) or business days, a reference to calendar days. 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;

(xii) 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; and

(xiii) all representations, warranties, undertakings and covenants provided by the Parties under this Agreement, are provided on a several and not on a joint basis, including amongst the Selling Shareholders, unless otherwise stated.

1.3 The Parties acknowledge and agree that the annexures and schedules attached hereto, if any, form an integral part of this Agreement.

2. SYNDICATE STRUCTURE

2.1 This Agreement sets forth various obligations and responsibilities of the Members of the Syndicate and Sub-Syndicate Members, in relation to the procurement of Bids from Bidders in respect of the Offer, including Bids submitted by ASBA Bidders to Members of the Syndicate and the Sub-Syndicate Members at the Specified Locations in respect of the Offer (other than Bids directly submitted by the ASBA Bidders directly to the SCSBs, Bids collected by Registered Brokers at the Broker Centers, Collecting Depository Participants at the Designated CDP Locations and RTAs at the Designated RTA Locations); and collection of Bids submitted by the Anchor Investors at select offices of the BRLMs. For the avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly among the Parties (including the Members of the Syndicate) with respect to the placement, subscription, purchase, selling or underwriting of any securities of the Company or any of their respective Affiliates or providing any financing to the Company or the Selling Shareholders. Such an agreement will be made only by way of execution of the Underwriting Agreement, which shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Offer (including the provision of comfort letters, arrangement letters and legal opinions), indemnity and contribution, termination and force majeure provisions, in form and substance as mutually agreed between the parties to the Underwriting Agreement.

2.2 The Members of the Syndicate, as applicable, shall have all the rights, powers, obligations, duties and responsibilities in connection with the Offer as specified in the SEBI ICDR Regulations and the Offer Documents, and, to the extent they are parties to this Agreement, and Other Agreements, (when executed and to the extent they are parties to such agreements).

2.3 Notwithstanding anything contained in this Agreement or otherwise, the Company and each of the Selling Shareholders, severally and not jointly, acknowledges and confirms that the Members of the Syndicate shall not in any way, directly or indirectly, be responsible or liable for any Bids (including for any error in data entry, investor grievances arising from such error in data entry or for blocking, collection and realization of Bid Amounts) which have been submitted directly to the SCSBs, Registered Brokers, RTAs or CDPs or for any reconciliation or for uploading of any such Bids to the Stock Exchange platform or for any error in blocking or transfer of the Bid Amounts from UPI Bidders. It is clarified that the Registrar shall be responsible for reconciliation of any Bids or verifying the status of the Bidders. The Sponsor Banks shall be responsible for the reconciliation of UPI Bids or for any error in blocking or transfer of the Bid Amounts from UPI Bidders. The Company, the Selling Shareholders and the Members of the Syndicate will not be responsible for any failure in uploading Bids due to faults in any hardware/ software system or otherwise.

2.4 Notwithstanding anything included in this Agreement, the Offer will be mandatorily conducted in accordance with the procedure set out for phase III in the UPI Circulars subject to any circulars, clarification or notification issued by the SEBI from time to time.

2.5 The Parties acknowledge that Bid cum Application Forms submitted by ASBA Bidders shall be processed only after the Bid Amount has been blocked in such ASBA Bidder's bank account, in accordance with the SEBI ICDR Master Circular; and any other circulars issued by SEBI from time to time. Any UPI Bidder whose Bid has not been considered for Allotment, due to failures on the part of an SCSB may seek redressal from the concerned SCSB within three months of the date of listing of the Equity Shares in accordance with the SEBI ICDR Master Circular.

3. RESPONSIBILITIES OF THE MEMBERS OF THE SYNDICATE

3.1 Each Member of the Syndicate hereby, severally and not jointly, represents and warrants to the Company and each of the Selling Shareholders, in relation to the Offer that: (a) it is an intermediary registered with SEBI and has a valid SEBI registration certificate, for acting as a Member of the Syndicate; (b) this Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation of such Member of the Syndicate, enforceable against it, in accordance with the terms of this Agreement; and (c) it has not been debarred or prohibited from acting as an intermediary by SEBI or any other regulatory authority and in the event of withdrawal or cancellation of its registration, each Member of the Syndicate shall promptly inform the fact of such withdrawal or cancellation to all other Parties.

3.2 The Parties acknowledge that pursuant to SEBI Regulations, all Bidders (other than Anchor Investors) are required to mandatorily submit their Bids and participate in the Offer through the ASBA process and all Syndicate ASBA Bidders that are UPI Bidders are required to mandatorily Bid through the UPI Mechanism. SEBI vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, has reduced the time period for listing of equity shares pursuant to a public issue from six Working Days to three Working Days i.e. T+3 days. ("UPI Phase III"). The above timeline is on a mandatory basis for public issues opening on or after December 1, 2023. Notwithstanding anything included in this Agreement, the Offer will be mandatorily conducted under UPI Phase III in accordance with the procedure as set out in the UPI Circulars.

3.3 The Parties further acknowledge that Bid cum Application Forms submitted by ASBA Bidders shall be processed only after the Bid Amount has been blocked in such ASBA Bidder's bank account, in accordance with the SEBI ICDR Master Circular and any other circulars issued by SEBI from time to time. The Sponsor Banks will undertake a reconciliation of Bid responses received from Stock Exchanges and sent to NPCI and will also ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description, if any.

3.4 Subject to Clauses 4 and 3.5 below, each of the Members of the Syndicate shall have the following responsibilities and obligations in relation to the Offer and each Member of the Syndicate hereby severally (and not jointly) represents, warrants, agrees, covenants and undertakes on behalf of itself and to the extent relevant, its respective Sub-Syndicate Member, to each of the other Members of the Syndicate that:

(i) It, or the respective Sub-Syndicate Member appointed by it, shall be responsible for collection of Bids (including Bids using the UPI Mechanism) from the Syndicate ASBA Bidders and only the BRLMs shall be responsible for instructing the Anchor Investors to deposit the Bid Amount in the Escrow Account in the manner specified in this Agreement, the SEBI ICDR Regulations and any other Applicable Law, the Offer Documents, the Bid cum Application Form and the Allotment Advice, as applicable and the instructions issued jointly by the BRLMs and the Registrar;

(ii) it agrees and acknowledges that Anchor Investors shall register, upload and submit their Bids only through the BRLMs at the select offices of the BRLMs;

(iii) it shall follow all instructions issued by the BRLMs and the Registrar in dealing with the Bid cum Application Forms (including with respect to the Bids submitted to any Member of the Syndicate, and their respective Sub-Syndicate Member, as applicable, only at the Specified Locations;

(iv) it shall ensure that all Bids (other than Bids by UPI Bidders) shall be submitted to an SCSB for blocking of the funds and uploading the Bids on the electronic bidding platform of the Stock Exchanges;

(v) in accordance with the SEBI ICDR Master Circular; no bid made using UPI shall be considered as valid unless the mandate request for the blocking of funds has been accepted and Bid amounts corresponding to the Bid have been blocked in the respective account of the Bidder;

(vi) it shall accept Bids from ASBA Bidders (other than Anchor Investors) only through the ASBA mechanism in terms of the SEBI Process Circulars only at the Specified Locations. Bids through any other modes (except Bids by Anchor Investors which shall only be submitted at the select offices of the BRLMs) shall be treated as invalid and be rejected and it will not accept Bid cum Application Forms from UPI Bidders who do not use UPI as a payment mechanism in accordance with the UPI Mechanism and UPI Circulars;

(vii) it shall be responsible for uploading, the completion and accuracy of all details, including UPI ID, as applicable, to be entered into the electronic bidding system of the Stock Exchanges based on the filled-in Bid cum Application Form received by it and shall be responsible for any default, mistake or error in the Bid details uploaded by it and for resolving any investor grievances arising as a result of such defaults, mistakes or errors in the data entry, to the extent such error is solely attributable to it;

(viii) it shall not register/ upload any Bid, without first accepting the duly filled Bid cum Application Form in writing, including via facsimile, from the Bidder, whether in India or abroad, and shall after uploading the Bid, affix stamp and give an acknowledgment, either by way of a counterfoil or specifying the application number to the Bidder, as proof of having accepted the Bid cum Application Form, in physical or electronic mode, respectively. It shall ensure that it has affixed its stamp on each Bid cum Application Form (except for Bidders using UPI Mechanism) forwarded by it to the SCSBs under "Broker's/ SCSB Branch's Stamp" as an acknowledgement of upload of Bid in the electronic bidding system of the Stock Exchanges. Bid cum Application Forms (except electronic Bid cum Application Forms) that do not bear such stamps are liable to be rejected. Further, it shall retain the physical Bid cum Application Forms submitted by UPI Bidders using UPI Mechanism for a period of six months or such other period as may be prescribed, and shall thereafter forward such forms to the Company/ Registrar. It is however clarified that Bids by Anchor Investors do not get uploaded on the Anchor Investor Bid/ Offer Period;

(ix) it shall ensure that the required documents are attached to the Bid cum Application Form, prior to uploading/ submitting any Bid, and shall ensure that such Bids and UPI IDs (as applicable) are uploaded on the electronic bidding systems of the Stock Exchanges on a regular basis during the Bid/ Offer Period in compliance with the Applicable Law, including regulations of SEBI and the SEBI Process Circulars, and within such time as permitted by the Stock Exchanges, the SEBI ICDR Regulations, SEBI RTA Master Circular, and the SEBI Process Circulars, provided that the Syndicate shall not be responsible for any delay/ failure in uploading the Bids, due to faults in any software or hardware or network connectivity problems of the Stock Exchanges or any force majeure events;

(x) it shall ensure that the Bid cum Application Forms (without UPI as a payment option) submitted to it by the ASBA Bidders, along with the supporting documents, are forwarded to the SCSBs for further action, within the timelines prescribed by the Stock Exchanges and the SEBI;

(xi) in case of Bid cum Application Form under the ASBA process, it shall forward on a day to day basis the physical application forms received from relevant Bidders by them during the Bid/ Offer Period to Designated SCSB Branches for blocking of funds, along with the schedules specified in the SEBI Process Circular;

(xii) it shall forward a schedule in the format prescribed under the UPI Circulars along with the Bid cum Application Form (carrying its identification mark irrespective of the terminal from which the Bid has been uploaded) to the branch of the respective SCSBs for blocking of funds of the relevant Syndicate ASBA Bidders, other than in the case of the Syndicate ASBA Bidders who have submitted Bids with UPI as the mode of payment, (a) on the same Working Day for Bids by Anchor Investors; and (b) not later than one (1) Working Day from the Bid/ Offer Closing Date for ASBA Forms for all other categories of investors (other than Anchor Investors) or within such time as permitted under Applicable Law and UPI Circulars;

(xiii) it will enter each Bid option and UPI ID (if applicable) into the electronic bidding system as a separate Bid within such time as may be prescribed and generate a transaction registration slip for each price and demand option and give the same to the Bidder. It shall also furnish the transaction acknowledgement/ registration slip to the Bidder on request;

(xiv) it shall accept and upload Bids from ASBA Bidders only during the Bid/ Offer Period, as applicable and as specified in the Red Herring Prospectus and in accordance with the Applicable Law. In case of Anchor Investors, the BRLMs shall accept Bid cum Application Forms only during the Anchor Investor Bid/ Offer Period;

(xv) at the end of each day during the Bid/ Offer Period, the demand for the Equity Shares (excluding allocation made to the Anchor Investors during the Anchor Investor Bid/ Offer Period) shall be shown graphically on its Bidding terminals for information to the public;

(xvi) in case of QIBs (other than Anchor Investors), only the SCSBs and the Members of the Syndicate (only in the Specified Locations) shall have the right to accept the Bid or reject it. However, such rejection shall be made at the time of receiving the Bid and only after assigning a reason for such rejection in writing. Further, Bids from QIBs can also be rejected on technical grounds or grounds as described in the Offer Documents, in accordance with Applicable Law. Bids from Non-Institutional Bidders, Retail Individual Investors can be rejected on technical grounds only. Bids by Bidders (other than Anchor Investors), other than through ASBA process shall be treated as invalid and liable to be rejected. UPI Bidders may submit their ASBA Forms with the Registered Brokers, RTAs, CDPs or Syndicate, or Sub-Syndicate Member);

(xvii) it shall not accept any Bids from any Overseas Corporate Body;

(xviii) it and its Sub-Syndicate Member, if any, shall ensure availability of adequate infrastructure and other facilities for Bidding and that at least one electronically linked terminal at the Specified Locations is available for the purpose of Bidding;

(xix) it shall undertake necessary modifications of select fields in the Bid details including UPI ID (as applicable) already uploaded by it in terms of the SEBI Process Circular, one Working Day after the Bid/ Offer Closing Date in terms of the UPI Circulars;

(xx) any revisions to the Price Band or the Bid/ Offer Period shall be advertised by the Company, in accordance with SEBI ICDR Regulations;

(xxi) it shall register and upload all Bids, including Bid details in relation thereto such as UPI ID, received by it and its Sub-Syndicate Member, if any, on the same Working Day on which the Bids are received (subject to the Stock Exchanges permitting such upload on the same Working Day), and where the same is not possible to register and upload the Bid on the next Working Day and before the Bid/ Offer Closing Date;

(xxii) it shall provide the Registrar with a daily record, with a separate section for each of its Specified Locations and those of its Sub-Syndicate Member details relating to the ASBA Forms received from the ASBA Bidders, the details regarding registration of the Bids and the Bid Amounts deposited with the Escrow Collection Bank for the Bids received from Anchor Investors within such timelines as may be prescribed under Applicable Law. This record shall be made available to the Registrar no later than 4 p.m. IST on any given day;

(xxiii) in relation to the Bids procured from Anchor Investors, it shall be responsible for providing a schedule (including the application number, payment instrument number and Bid Amount paid by Anchor Investors) to the Escrow Collection Bank during the Anchor Investor Bid/ Offer Period or any other period as agreed among the BRLMs in consultation with the Registrar;

(xxiv) it acknowledges that if an Anchor Investor fails to pay the difference between the Anchor Investor Offer Price and the Anchor Investor Allocation Price, in case such Anchor Investor Allocation Price was below the Anchor Investor Offer Price, by the Anchor Investor Pay-in Date, the Allocation to such Anchor Investor shall stand cancelled, and any reduction in the Anchor Investor Portion arising out of such cancellation shall be added back to the QIB Portion (excluding the Anchor Investor Portion);

(xxv) it shall ensure that, before accepting Bid cum Application Forms submitted by the ASBA Bidders at the Specified Locations, the SCSB where the ASBA Account, as specified in such Bid cum Application Form, is maintained, has named at least one branch at that location for the Members of the Syndicate to deposit such Bid cum Application Forms (a list of such branches is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes);

(xxvi) it shall collect the Bid cum Application Forms submitted by the ASBA Bidders (including any relevant attachments in relation thereto) and submit such forms (other than Bid cum Application Forms submitted by UPI Bidders) at a branch of the SCSB which is eligible to accept such forms within the timeline specified under Applicable Law and which has been validly registered on the electronic bidding system of the Stock Exchanges. In cases where there is an apparent data entry error by any Member of the Syndicate or Sub-Syndicate Member in entering the application number and the other details remain unchanged, such application may be considered valid;

(xxvii) except in relation to the Bids received from Anchor Investors, Bids and any revision in Bids will be accepted only between 10.00 a.m. and 5.00 p.m. (Indian Standard Time) during the Bid/ Offer Period at the Bidding Centers, except that on the Bid/ Offer Closing Date (which for QIBs may be one Working Day prior to the Bid/ Offer Closing Date for other categories of Bidders). On the Bid/ Offer Closing Date, Bids will be accepted only between 10.00 a.m. and 3.00 p.m. (Indian Standard Time) and uploaded until (i) 4.00 p.m. (Indian Standard Time) in case of Bids by QIBs and Non-Institutional Investors; and (ii) 5.00 p.m. (Indian Standard Time) or such extended time as permitted by the Stock Exchanges, in case of Bids by Retail Individual Investors taking into account the total number of applications received up to the closure of timings and reported by BRLMs to the Stock Exchanges. Any revision in the uploading time instructed by the Stock Exchanges shall be communicated to the Syndicate Member. It is clarified that Bids not uploaded shall be considered rejected. Due to limitation of time available for uploading Bids on the Bid/ Offer Closing Date, Bidders are advised to submit Bids one day prior to the Bid/ Offer Closing Date and, in any case, no later than the time specified by the Syndicate on the Bid/ Offer Closing Date. If a large number of Bids are received on the Bid/ Offer Closing Date, as is typically experienced in public issues, which may lead to some Bids not being uploaded due to lack of sufficient time to upload, such Bids that cannot be uploaded on the electronic bidding system will not be considered for allocation in the Offer. Bids will be accepted only on Working Days. Bids by ASBA Bidders shall be uploaded in the electronic system to be provided by the Stock Exchanges for the Designated Intermediaries. In case of any discrepancy in the data entered in the electronic book *vis-à-vis* the data contained in the physical or electronic ASBA Form, for a particular Bidder, the details of the Bid file received from Stock Exchanges may be taken as final data for the purposes of Allotment;

(xxviii) it shall enter the following details of an ASBA Bidder who submits an ASBA Bid at the Specified Locations in the electronic bidding system: (a) symbol; (b) intermediary code; (c) intermediary name; (d) bank code; name of the bank; (e) location code; (f) Bid cum Application Form number; (g) category – individual, corporate, QIB, eligible NRI, etc.; (h) PAN (of the sole/ first Bidder); (i) DP ID; (j) Client ID; (k) quantity; (l) price per Equity Share; (m) order number; and (n) exchange. For Anchor Investors, the BRLMs shall enter details of the respective Anchor Investor Bid Amount as well as the payment reference;

(xxix) it shall provide the identification numbers (terminal IDs) of all its Bidding Centers to the Registrar together with such other information that may be necessary to enable the Registrar to keep a record of the Bidding at each such Bidding Centers at the end of each day during the Bid/ Offer Period;

(xxx) each Member of the Syndicate, shall enter details of a Bidder, including UPI ID, if applicable, in the electronic bidding system as specified in the Red Herring Prospectus, the Preliminary Offering Memorandum, the SEBI ICDR Regulations and any circular issued by SEBI from time to time;

(xxxi) with respect to Bids by the Syndicate ASBA Bidders who have chosen a non-UPI payment mechanism, it shall not accept any ASBA Form without satisfying itself that the SCSB where the ASBA Account is maintained, as specified in the ASBA Form, has named at least one Designated SCSB Branch in that Specified Location in which Member of the Syndicate is accepting the ASBA Form. In case the Syndicate ASBA Bidder has chosen UPI as the mode of payment, the ASBA Form contains the UPI ID for such Bidder linked to a bank account of an SCSB notified by the SEBI which is live on UPI 2.0. The Members of the Syndicate acknowledge that if they do not comply with their obligations, within the time period stipulated herein, the relevant SCSB, on the advice of the Registrar and the other Members of the Syndicate, may not accept the Bid cum Application Form;

(xxxii) in respect of Bids by any Bidder (except Anchor Investors) bidding through any Member of the Syndicate, and shall deposit only such Bids with the respective SCSB branches in the particular Specified Location, which have been validly uploaded on the electronic bidding system of the Stock Exchanges. It is clarified that subject to the provisions of this Agreement, the Members of the Syndicate shall not be liable for ensuring that the Bids directly collected by the SCSBs, Registered Brokers, CDPs or RTAs, are uploaded onto the electronic bidding system of the Stock Exchanges;

(xxxiii) it shall be bound by and shall follow the operational instructions relating to the method and manner of the Offer process as prescribed in this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Final Offering Memorandum, the SEBI Process Circular and the SEBI ICDR Regulations, and any guidance or instructions issued by the BRLMs and/ or the Registrar to the Offer, in relation to the Bids submitted by the Bidders, including Syndicate ASBA Bidders;

(xxxiv) it shall be bound by and shall comply with all Applicable Law in connection with the Offer, including the SEBI ICDR Regulations specifically relating to advertisements and research reports and undertakes that it shall not distribute any information extraneous to the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum or the Final Offering Memorandum to any section of prospective investors or to any research analysts in any manner whatsoever (including, without limitation, at road shows, presentations, in research or sales reports or at Bidding Centers, etc.) until 40 days after the date of listing of the Equity Shares or such other time as notified by the BRLMs, or prescribed by the Securities and Exchange Board of India (Research Analysts) Regulations, 2014, as amended;

(xxxv) it will be bound by and shall comply with all applicable restrictions for offering or sale of the Equity Shares within India and outside India, including those specified in the Red Herring Prospectus, the Preliminary Offering Memorandum, the Prospectus, the Final Offering Memorandum, Applicable Law and any contractual understanding that the Members of the Syndicate and/ or their Affiliates may have provided;

(xxxvi) it acknowledges that Bids are liable to be rejected either before entering the Bid into the electronic bidding system or at any time prior to the Allotment of Equity Shares in the Offer;

(xxxvii) in the event that the Stock Exchanges bring inconsistencies to the notice of any Member of the Syndicate discovered during validation of the electronic bid details with depository's records in accordance with Applicable Law, the Member of the Syndicate shall rectify and re-submit the ASBA Forms and other details on the same Working Day for Retail Individual Investor or within the time specified by the Stock Exchanges;

(xxxviii) it shall not accept multiple Bids, and acknowledges that multiple Bids from the same Bidders, except as stated in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Final Offering Memorandum, are not permitted. In the event that there is any ambiguity on whether any Bid cum Application Form constitutes a multiple Bid or not, the concerned Member of the Syndicate shall refer such Bid cum Application Form to the BRLMs who shall determine in consultation with the Registrar whether or not such Bid cum Application Form constitutes a multiple Bid and shall take necessary steps in relation thereto;

(xxxix) it shall not accept any Bid Amount in cash, demand draft, cheque, money order or postal order or through stock invest;

(xl) it shall not accept any Bid cum Application Form if it does not state the UPI ID (in case of UPI Bidders);

(xli) it acknowledges that Bidding at the Cut-off Price is prohibited for QIBs and Non-Institutional Investors and such Bids shall be treated as invalid Bids and rejected. It shall accept Bids at Cut-off Price only from the Retail Individual Investor, as provided in the Red Herring Prospectus, the Bid cum Application Form and the Prospectus. It shall, however, ensure that the Bid Amounts collected from Non-Institutional Bidders at "cut-off" shall correspond to the Cap Price. Non-Institutional Investors at the Cut-off Price shall ensure that the balance in their respective bank account specified in the Bid cum Application Form equals to the payment at the Cap Price at the time of making a Bid.

(xlii) it agrees that it shall not register any Bid that does not have the DP ID, Client ID and the PAN of the Bidder stated in the Bid cum Application Form except for PAN in case of Bids on behalf of the Central or State Government, officials appointed by a court of law and Bidders residing in the state of Sikkim;

(xliii) it acknowledges that QIBs (including Anchor Investors) and Non-Institutional Bidders are neither permitted to withdraw their Bids nor lower the size of their Bid(s) (in terms of quantity of Equity Shares or the Bid Amount) at any stage. Further, it acknowledges that Retail Individual Investor can revise their Bids during the Bid/ Offer Period and withdraw their Bid(s) until Bid/ Offer Closing Date by submitting a request for withdrawal to the Designated Intermediary with whom the original Bid was submitted. In case of a revision submitted through a Member of the Syndicate, the relevant Member of the Syndicate will revise the earlier Bid details with the revised Bid in the electronic book. In such cases, the Revision Form and upward revision of the ASBA Bid at the time of one or more revisions should be provided to the Member of the Syndicate through whom such ASBA Bidder had placed the original ASBA Bid. Upon receipt of the request for withdrawal, relevant Member of the Syndicate shall take all necessary actions, in accordance with the Applicable Law including deletion of details of the withdrawn Bid cum Application Form from the electronic bidding system of the Stock Exchanges and forwarding instructions to the relevant branch of the SCSB for unblocking of the funds in the ASBA Account in accordance with the SEBI Process Circular, as necessary, and shall immediately inform the Company, the other Members of the Syndicate and the Registrar of such request for withdrawal. It shall ensure that unblocking of funds for non-allotted/ partially-allotted Bid cum Application Forms is completed within the time period prescribed within the UPI Circulars. It shall also ensure that corresponding confirmation is submitted in such manner, time frame and format set out within the UPI Circulars. In case the withdrawal request is sent to the Registrar, the Registrar shall delete the withdrawn Bid from the Bid file and give instruction to the relevant SCSB or the Sponsor Banks, as applicable, for unblocking the ASBA Account in accordance with the SEBI Process Circular. The Registrar shall submit the details of cancelled/ withdrawn/ deleted Bids to SCSB's on a daily basis within 60 minutes of the bid closure time from the Bid/ Offer Opening Date till the Bid/ Offer Closing Date by obtaining the same from Stock Exchanges. For Retail Individual Investor who revise their bids, separate UPI Mandate Requests will be generated. For each modification of such Bid, the Non-Institutional Bidders shall submit a revised ASBA Form to the same Member of the Syndicate at the Specified Location and receive a revised UPI Mandate Request from the Sponsor Banks to be validated in accordance with UPI Circulars;

(xliv) it shall, within the timelines prescribed by SEBI on the first Working Day after the Bid/ Offer Closing Date or any other period as permitted under Applicable Law and agreed by the BRLMs in consultation with the Registrar to the Offer, carry out the necessary modifications of the Bids already uploaded in accordance with Applicable Law, and, after uploading such revised Bids onto the electronic bidding system, forward the Revision Form, blocking instructions (if any) and related enclosures/ attachments to the same SCSB Bids (other than the Bids by RIB) at the relevant Specified Locations where the original ASBA Form received from ASBA Bidder was deposited;

(xlv) it shall be responsible for the appropriate use of the software and hardware required for the purposes of registering the Bids on the electronic terminals of the Stock Exchanges. However, the Syndicate Member shall not be responsible for any delay and/ or failure in uploading Bids due to failure of/ faults in the information technology software/ hardware system or network connectivity problems on the electronic terminals of the Stock Exchanges or any force majeure events;

(xlvi) it agrees that it shall not submit any Bids for the Offer and shall not purchase the Equity Shares offered in the Offer except in accordance with the terms of the Underwriting Agreement, if and when executed and as stated in the Red Herring Prospectus, the Prospectus, Preliminary Offering Memorandum and the Final Offering Memorandum. However, the associates and affiliates of the Members of the Syndicate may purchase Equity Shares in the Offer, either in the QIB Portion (other than Anchor Investors) or in the Non-Institutional Category as may be applicable to such Bidders, where the allocation is on a proportionate basis and such subscription may be on their own account or on behalf of their clients. Except for (i) the Mutual Funds sponsored by entities which are associates of the BRLMs; or (ii) insurance companies promoted by entities which are associates of the BRLMs; or (iii) alternate investment funds sponsored by the entities which are associates of BRLMs; or (iv) FPIs (other than individuals, corporate bodies and family offices) which are associates of the BRLMs, or (v) pension funds sponsored by entities which are associates of the BRLMs, associates of the BRLMs shall not submit any Bids in the Anchor Investor Portion;

(xlvii) it shall not make any disclosure or any announcements to the public or the press regarding any aspect of the Offer until the commencement of trading of the Equity Shares, except as may be directed or permitted, in writing by the Company in consultation with each of the Selling Shareholders and with the BRLMs or as may be directed by the SEBI or the Stock Exchanges or required by Applicable Law;

(xlviii) it acknowledges that in accordance with the SEBI ICDR Master Circular, to avoid duplication, the facility of re-initiation provided to Members of the Syndicate shall preferably be allowed only once per Bid or batch and as deemed fit by the concerned Stock Exchange, after Bid closure time;

(xlix) it hereby agrees and acknowledges that the allocations (except with respect to Anchor Investors) the Allocation and Allotment of the Equity Shares shall be finalized by the Company, in consultation with the BRLMs and the Designated Stock Exchange, in accordance with Applicable Law. Allocation to Anchor Investors, if any, shall be made on a discretionary basis by the Company in consultation with the BRLMs, in accordance with Applicable Law and the terms of the Offer Documents. The allocation and Allotment shall be binding on the Members of the Syndicate and each Member of the Syndicate hereby agrees to fully comply with such allocation and Allotment;

(l) it shall not make any commitments to any of the Bidders as to the allocation or Allotment of the Equity Shares and each Member of the Syndicate shall be fully liable for any statements made by it to potential Bidders in this regard;

(li) it acknowledges that the allocation among the Members of the Syndicate shall be in accordance with the terms of the Red Herring Prospectus, Prospectus, Preliminary Offering Memorandum and Final Offering Memorandum and may not necessarily be in proportion to their respective underwriting commitments specified in the Underwriting Agreement, if and when executed, and may be different for different Members of the Syndicate;

(lii) it shall not give, any incentive, commission, pay-out or other remuneration in cash or in kind or in services or otherwise, to any potential Bidder for the procurement of Bids, provided that it shall be eligible, and shall be solely liable to pay, sub-brokerage or incentives to sub-brokers registered with SEBI, acting in such capacity in the Offer;

(liii) other than as provided in this Agreement, it shall not refuse a Bid at the bidding terminal, within Bidding hours and during the Bid/ Offer Period, if it is accompanied by a duly completed Bid cum Application Form or a duly completed Bid cum Application Form and the full Bid Amount, in case of Anchor Investors;

(liv) it shall ensure that the “Do’s”, “Don’ts” and “Grounds for Technical Rejection” specified in the Red Herring Prospectus, General Information Document and Preliminary Offering Memorandum are addressed in any Bid cum Application Forms collected by them, including ensuring that the PAN (except for ASBA Bids on behalf of the Central or State Government, officials appointed by a court of law, Bidders residing in the state of Sikkim or Bidders who are exempt from holding a PAN under Applicable Law), DP ID and Client ID, if applicable, of the ASBA Bidder are quoted in the Bid cum Application Form. In case of residents of Sikkim, the Members of the Syndicate shall verify the veracity of the claim of the investors that they are residents of Sikkim by collecting sufficient documentary evidence in support of their address as provided in the SEBI Circular MRD/DoP/Dep/Cir-29/2004 dated August 24, 2004. In such cases, the depository participants shall verify the veracity of such claims by collecting sufficient documentary evidence in support of their claims. At the time of ascertaining the validity of these Bids, the Registrar shall check with the depository records for the appropriate description under the PAN field, i.e., either Sikkim category or exempt category;

(lv) it shall be severally and not jointly, responsible, irrespective of termination of this Agreement, for addressing all complaints or grievances arising out of any Bid obtained or procured by it, and the Company and the Registrar shall provide all necessary assistance for the redressal of such complaints or grievances. Each of the Selling Shareholders, severally and not jointly, shall extend such reasonable support and reasonable cooperation as required under Applicable Law or as reasonably requested by the Company and/ or the BRLMs for the purpose of redressal of such investor grievances, to the extent such grievances relate to itself and/or the statements made by the respective Selling Shareholders and/or its respective portion of the Offered Shares;

(lvi) it shall co-operate with the relevant Banker(s) to the Offer and the Registrar, as required, to ensure that the post-Offer activities including Allotment and refunds to Anchor Investors, if any specified in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Final Offering Memorandum, SEBI Process Circular and the SEBI ICDR Regulations;

(lvii) it shall ensure that the unblocking is completed in accordance with the time frame prescribed in the SEBI ICDR Master Circular, and any other circulars issued by SEBI in this regard on a continuous basis and before the opening of the public issue shall take up the matter with the SCSB's at appropriate level;

(lviii) for ensuring timely information to investors, it shall send SMS alerts for mandate block and unblock, with details including total number of shares applied for by the investor, amount blocked and the corresponding date of blocking, in the manner prescribed in SEBI ICDR Master Circular, and any other circulars issued by SEBI in this regard;

(lix) it may appoint Sub-Syndicate Member to obtain Bids for the Offer subject to and in accordance with the SEBI ICDR Regulations, this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Final Offering Memorandum. Bids registered with such Sub-Syndicate Member shall bear the stamp of the relevant Member of the Syndicate and will be deemed to have been registered with and uploaded by such Member of the Syndicate. Each Member of the Syndicate shall be fully responsible for the performance of the obligations of its respective Sub-Syndicate Member, including restrictions on payments of incentive/ sub-brokerage mentioned above, provided however, that no Member of the Syndicate shall be responsible for the Sub-Syndicate Member of any other Member of the Syndicate and each Member of the Syndicate shall be liable to the other Members of the Syndicate for any loss suffered or damage incurred including, without limitation, any penalty, interest or liability thereon, by the other Members of the Syndicate as a consequence of a default by any of its Sub-Syndicate Members;

(lx) it shall ensure compliance with the SEBI Process Circular and co-ordinate with other intermediaries to the Offer, as necessary from time to time, to ensure listing and commencement of trading of Equity Shares of the Company at the Stock Exchanges within three Working Days of the Bid/ Offer Closing Date or such other period as may be prescribed by SEBI;

(lxi) it shall respond immediately to the Registrar and the BRLMs for any information requested with respect to applications made by them, or their Sub-Syndicate Member and provide necessary support to resolve investor complaints with respect to such applications;

(lxii) it shall ensure that each Sub-Syndicate Member appointed by it shall:

(a) be an entity otherwise eligible to act as a Sub-Syndicate Member and have a valid SEBI registration enabling it to act as a Member of the Syndicate;

(b) not accept or upload any Bids from QIBs including Anchor Investors;

(c) accept Bids from Non-Institutional Bidders, Retail Individual Bidders only at the Specified Locations through the ASBA process;

(d) not represent itself or hold itself out as a BRLM or a Syndicate Member;

(e) in case of ASBA Bidders (other than 3-in-1 Bids) for a Bid above ₹ 0.50 million, ensure that the Bid is uploaded only by the SCSBs;

(f) abide by the applicable terms and conditions mentioned in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Final Offering Memorandum, this Agreement, the Bid cum Application Form, the Allotment Advice, the Underwriting Agreement, if and when executed, and all instructions issued by the Company, the BRLMs and the Registrar in connection with the collection of Bids in accordance with the terms of this Agreement;

(g) abide by and be bound by the SEBI ICDR Regulations and any other Applicable Law, including in respect of advertisements and research reports;

(h) not distribute any advertisement promising incentive, pay any incentive, commission, pay-out or other remuneration in cash or in kind or in services or otherwise to any potential Bidder or any other person for the procurement of Bids; provided that the Sub-Syndicate Member shall be eligible and solely liable to pay sub-brokerage to sub-brokers/ agents procuring Bids;

(i) route all the procurement through the Member of the Syndicate on whose behalf it is acting;

(j) not accept any Bid before the Bid/ Offer Period commences or after the Bid/ Offer Period ends;

(k) comply with all offering, selling, transfer, distribution and other restrictions imposed on the Members of the Syndicate under this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Final Offering Memorandum and Applicable Law, regulations and guidelines and any contractual understanding that any of the BRLMs and/ or their Affiliates may have;

(l) maintain records of its Bids including the Bid cum Application Form, and supporting documents collected during the Book Building Process and ensure that such records are sent to the Registrar in accordance with the SEBI ICDR Regulations and UPI Circulars. It shall also ensure that all ASBA Forms (other than the ASBA Forms which indicate the UPI as the mode of payment) (together with the supporting documents) submitted by the Syndicate ASBA Bidders are forwarded to the SCSBs for such further action, within the timelines prescribed by SEBI and the Stock Exchanges; and

(lxiii) extend such reasonable support and cooperation as may be required by the Company and by the Selling Shareholders in relation to their respective Offered Shares, to perform its respective obligations under this Agreement including relating to obtaining the final listing and trading approvals for the Offer from the Stock Exchanges; particularly, in relation to Anchor Investors, the BRLMs acknowledge and agree that:

(a) Bids shall be submitted by Anchor Investors only through the BRLMs at the select offices of the BRLMs and shall not be collected by the Syndicate Member;

(b) if they or the Anchor Investors do not comply with their obligations, within the time period stipulated herein, the relevant Escrow Collection Bank, on the advice of the Registrar and the other BRLMs, may not accept the Bid Amounts and the Bid cum Application Forms;

(c) Except for (i) the Mutual Funds sponsored by entities which are associates of the BRLMs; or (ii) insurance companies promoted by entities which are associates of the BRLMs; or (iii) alternate investment funds sponsored by the entities which are associates of BRLMs; or (iv) FPIs (other than individuals, corporate bodies and family offices) sponsored by the entities which are associates of the BRLMs, the BRLMs or persons related to the BRLMs shall not submit any Bids in the Anchor Investor Portion;

(d) it hereby agrees and acknowledges that allocation and Allotment to Anchor Investors shall be at the discretion of the Company in consultation with the BRLMs and in accordance with and subject to the SEBI ICDR Regulations and other Applicable Law; and

(e) in the event the Offer Price is higher than the price at which allocation is made to Anchor Investors, the Anchor Investors shall be required to pay such additional amount to the extent of shortfall between the price at which allocation is made to them and the Offer Price on or prior to the Pay-in Date mentioned in the revised CAN or revised CAN. If an Anchor Investor does not pay the requisite amount by the close of the Pay-in Date, the allocation, if any, against such Bid shall stand cancelled and to the extent of reduction in the Anchor Investor Portion arising out of such cancellation and to the extent such Equity Shares remain unsubscribed in the Anchor Investor Portion, these Equity Shares will be added back to the QIB Portion.

3.5 The rights, obligations, representations, warranties, undertakings and liabilities of the Members of the Syndicate under this Agreement shall be several and not joint (unless expressly otherwise set out under this Agreement). For the avoidance of doubt, none of the Parties shall be responsible or liable directly or indirectly for the information, obligations, representations, warranties or for any acts or omissions of any other Party. No Member of the Syndicate shall be responsible or liable under this Agreement in connection with the advice, representations, warranties, undertakings, opinions, actions or omissions of any other Member of the Syndicate (or the agents of such other members including their respective Sub-Syndicate Member) in connection with the Offer. However, each Member of the Syndicate shall be responsible for the acts and omissions of their Sub-Syndicate Member.

3.6 No provision of this Agreement will constitute any obligation on the part of any of the Members of the Syndicate to comply with the applicable instructions prescribed under the SEBI ICDR Regulations in relation to the Bids submitted to SCSBs, Registered Brokers, CDPs and RTAs, by the Bidders, except in relation to the Bids submitted by the Syndicate ASBA Bidders and Bids submitted by Anchor Investors. For the avoidance of doubt, it is hereby clarified that the approval of the Basis of Allotment or any other documents in relation to the allocation or Allotment in the Offer by the BRLMs (and the execution of relevant documents/certificates thereto confirming such allocation/Allotment) shall not override the provisions in this Clause 3.5.

3.7 Subject to the foregoing, the Members of the Syndicate shall not be liable for ensuring that the Bids collected by the Registered Brokers or RTAs or CDPs or directly by SCSBs are uploaded onto the Stock Exchanges platform.

3.8 Furthermore, the Syndicate shall not be liable in any manner for blocking of funds or uploading of the bid on to the stock exchange system which shall be the sole responsibility of the SCSB to whom the Syndicate ASBA Bid has been submitted. Provided further that, in the event of any failure of Bids on account of any error, fraud or malpractice by the relevant SCSB with whom such syndicate ASBA Bid was submitted, the Syndicate shall not be liable.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY

4.1 The Company and the Promoter Selling Shareholder, severally and jointly represents, warrants, covenants and undertakes to the Members of the Syndicate, that, as of the date of the DRHP, the RHP and from the date of the RHP and until the commencement of trading of the Equity Shares on the Stock Exchanges:

(i) Each of this Agreement and the Other Agreements has been and will be duly authorized, executed and delivered by the Company and is a valid and legally binding instrument, enforceable against the Company in accordance with its terms, and the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Fee Letter and Other Agreement entered into or to be entered in connection with the Offer and any invitation, offer, issuance or allotment of the Equity Shares does not and will not (i) conflict with, result in a breach, default or violation of, or contravene (a) any provision of Applicable Law; or (ii) the constitutional documents of the Company; or (iii) any obligation, agreement, covenant or condition, including financial covenants, contained in any agreement, deed, memorandum of understanding, contract, indenture, mortgage, deed of trust, loan or credit agreement or any other agreement or instrument to which it is a party or by which it is bound or to which its properties or assets are subject ("**Agreements and Instruments**"); or (iv) result in the imposition of any Encumbrance on any property or assets of the Company or other Company Entities, or any Equity Shares or other securities of the Company;

(ii) each of the Company Entities have obtained and shall obtain all necessary corporate approvals, consents, authorisations or order (including written consents or waivers of lenders), which may be required under Applicable Law and/or under any Agreements and Instruments (including this Agreement and Fee Letter) for the purposes of the Offer, and has complied with, and shall comply with, the terms and conditions of such approvals;

(iii) Each of the Offer Documents, as of its respective date, is, or shall be prepared and contains, or shall contain, information as per requirements of Applicable Law (including without limitation, the Companies Act and the SEBI ICDR Regulations) and customary disclosure standards that are true, fair, correct, accurate, not misleading and adequate so as to enable prospective investors to make a well-informed decision with respect to an investment in the Offer; and

(iv) It has authorized the Members of the Syndicate, their respective Sub-Syndicate Members and their respective Affiliates to circulate the Offer Documents to prospective investors in compliance with Applicable Law in any relevant jurisdiction.

5. CONFIRMATIONS, REPRESENTATIONS AND WARRANTIES BY THE SELLING SHAREHOLDERS

5.1 The Promoter Selling Shareholders and the Promoter Group Selling Shareholder, represents, warrants, covenants and undertakes as of the date hereof and as of the dates of the DRHP, the RHP and from the date of the RHP until commencement of trading of the Equity Shares on the Stock Exchanges to the Members of the Syndicate, the following:

(i) The Promoter Selling Shareholders and the Promoter Group Selling Shareholder has the power and capacity to enter into this Agreement and to invite Bids for, offer, allot and transfer the Equity Shares offered by it in the Offer;

(ii) The Promoter Selling Shareholders and the Promoter Group Selling Shareholder is the legal and beneficial owner of, and has good and valid title to, the Equity Shares offered by it in the Offer, and the Equity Shares offered by it in the Offer have been acquired and are held in full compliance with Applicable Law. Such Equity Shares are free and clear from any pre-emptive rights, liens, charges, mortgages, pledges or any other encumbrances, present or future, and shall be transferred pursuant to the Offer, free and clear of any Encumbrances and without any demurral on allocation and in accordance with the instructions of the registrar to the Offer, in a manner prescribed under Applicable Law;

(iii) The Promoter Selling Shareholders statements and the Promoter Group Selling Shareholder statements in the Offer Documents (a) are fair, accurate, true and adequate and not misleading and without omission of any matter that is likely to mislead, and adequate to enable prospective investors to make a well informed decision, and (b) do not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. It affirms that the BRLMs and their respective Affiliates can rely on such statements, declarations, undertakings, documents and certifications, and shall not be liable in any manner for the foregoing;

(iv) The Promoter Selling Shareholders and the Promoter Group Selling Shareholder shall not offer any incentive, whether directly or indirectly, in any manner, whether in cash or kind or services or otherwise, to any person for making a Bid in the Offer, and shall not make any payment, whether directly or indirectly, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a Bid in the Offer;

(v) There is no option, warrant or other agreement or commitment obligating or that may obligate the Promoter Selling Shareholders or Promoter Group Selling Shareholder to sell any securities of the Company;

(vi) They have authorized the Members of the Syndicate, their respective Sub-Syndicate Members and their respective Affiliates to circulate the Offer Documents, including the Red Herring Prospectus, the abridged prospectus, and when finalized, the Bid cum Application Form, the Abridged Prospectus and when finalized, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum to prospective investors subject to compliance with Applicable Law, the Offer Agreement, the Underwriting Agreement, if and when executed, and the terms set out in the Offer Documents;

(vii) They shall comply with the selling restrictions in the Underwriting Agreement (when executed), preliminary international wrap and the International Wrap; and

(viii) They shall extend all reasonable support, cooperation and assistance as requested by the Company and / or the Members of the Syndicate as may be required in order to fulfil their obligations under this Agreement or under Applicable Law, in this respect, to the extent such reasonable support and cooperation is in relation to such Promoter Selling Shareholders and Promoter Group selling Shareholder and their Offered Shares.

5.2 The Corporate Selling Shareholders severally and not jointly hereby, represents, warrants, covenants and undertakes to the Members of the Syndicate that, as of the date hereof and as of the dates of the RHP the Prospectus and the Allotment and as on the date of listing and commencement of trading the Equity Shares on the Stock Exchanges , the following in respect to itself and its portion of the Offered Shares:

(i) it has been duly incorporated, registered and is validly existing under the Applicable Law and that no steps have been taken for its winding up, liquidation or receivership under any Applicable Law;

(ii) it is the legal and beneficial holder of and holds clear and marketable title to its respective portion of the Offered Shares, which have been acquired by it and shall be held by it, in compliance with Applicable Law;

(iii) it has the corporate power and authority to sell its respective portion of the Offered Shares in the Offer, in accordance with the terms and conditions of the Offer for Sale as specified in the Offer Documents

(iv) it (a) has obtained and shall obtain necessary approvals and consents which may be required under its constitutional documents (as applicable), Applicable Law and the contractual arrangements by which it may be bound in relation to the sale of its respective portion of the Offered Shares as part of the Offer for Sale, (b) has complied with and will comply with terms and conditions of such approvals and Applicable Law in relation to the transfer of its respective portion of the Offered Shares pursuant to the Offer, and (c) has consented to the inclusion of its respective portion of the Offered Shares as part of the Offer for Sale by way of its board resolution and/or consent letter;

(v) it will not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any bidder for making a bid in the Offer, except for fees or commission for services rendered in relation to the Offer;

(vi) this Agreement has been duly authorized, executed and delivered by it and is a valid and legally binding instrument, enforceable against it in accordance with its terms and the performance of its obligations under this Agreement, including offer and transfer of its Offered Shares, shall not conflict with, result in a breach or violation of any provision of Applicable Law, or under constitutional documents or any agreement or other instrument binding on it;

(vii) the respective Corporate Selling Shareholder Statements in the Offer Documents are true and correct and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such Corporate Selling Shareholder Statements, in the light of the circumstances under which they were made, not misleading in accordance with Applicable Law;

(viii) it has authorized the Members of the Syndicate, their respective Sub-Syndicate Members and their respective Affiliates to circulate the Offer Documents, including the Red Herring Prospectus, the abridged prospectus, and when finalized, the Bid cum Application Form, the Abridged Prospectus and when finalized, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum to prospective investors subject to compliance with Applicable Law, in any relevant jurisdiction, the Offer Agreement, the Underwriting Agreement, if and when executed, and the terms set out in the Offer Documents;

(ix) it shall comply with the selling restrictions in the Underwriting Agreement (when executed), preliminary international wrap and the International Wrap; and

(x) it shall extend all reasonable support, cooperation and assistance as requested by the Company and / or the Members of the Syndicate as may be required in order to fulfil their obligations under this Agreement or under Applicable Law, in this respect, to the extent such reasonable support and cooperation is in relation to such Corporate Selling Shareholders and their respective Offered Shares.

5.3 The Tiger Selling Shareholder represents, warrants and covenants to each of the Members of the Syndicate on the date hereof and as on the date of the RHP the Prospectus and the Allotment and as on the date of listing and commencement of trading the Equity Shares of the Company, the following in respect to itself and its portion of the Offered Shares:

(i) it has been duly incorporated, registered and is validly existing under the Applicable Law of jurisdiction of its incorporation or constitution and that no steps have been taken for its winding up, liquidation or receivership under any Applicable Law;

(ii) it has the corporate power and authority to sell its respective portion of the Offered Shares in the Offer, in accordance with the terms and conditions of the Offer for Sale as specified in the Offer Documents;

(iii) it is the legal and beneficial holder of and holds clear and marketable title to its respective portion of the Offered Shares, which have been acquired by it and shall be held by it in compliance with Applicable Law;

(iv) it (a) has obtained and shall obtain prior to the transfer of the Offer Shares, if applicable, all necessary approvals and consents which may be required under its constitutional documents (as applicable), Applicable Law and the contractual arrangements by which it may be bound for tendering its respective portion of the Offered Shares as part of the Offer for Sale, (b) has complied with and will comply with all terms and conditions of such approvals and Applicable

Law in relation to the transfer of its portion of the Offered Shares and the transfer of its respective portion of the Offered Shares pursuant to the Offer;

(v) it will not offer any incentive, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise to any bidder for making a bid in the Offer, except for fees or commission for services rendered in relation to the Offer;

(vi) this Agreement has been duly authorized, executed and delivered by it and is a valid and legally binding instrument, enforceable against it in accordance with its terms and the execution and delivery by it, and the performance of its obligations under this Agreement, including offer and transfer of its Offered Shares, shall not conflict with, result in a breach or violation of any provision of Applicable Law, or under constitutional documents or any agreement or other instrument binding on it;

(vii) the respective Tiger Selling Shareholder Statements in the Offer Documents are true and accurate and do not contain any untrue statement of a material fact or omit to state a material fact necessary to be stated in the Offer Documents in order to make such Selling Shareholder Statements, in the light of the circumstances under which they were made, not misleading;

(viii) It has authorized the Members of the Syndicate, their respective Sub-Syndicate Members and their respective Affiliates to circulate the Offer Documents, including the Red Herring Prospectus, the abridged prospectus, and when finalized, the Bid cum Application Form, the Abridged Prospectus and when finalized, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum to prospective investors subject to compliance with Applicable Law, in any relevant jurisdiction, the Offer Agreement, the Underwriting Agreement, if and when executed, and the terms set out in the Offer Documents;

(ix) It shall comply with the selling restrictions in the Underwriting Agreement (when executed), preliminary international wrap and the International Wrap; and

(x) It shall extend all reasonable support, cooperation and assistance as requested by the Company and / or the Members of the Syndicate as may be required in order to fulfil their obligations under this Agreement or under Applicable Law, in this respect, to the extent such reasonable support and cooperation is in relation to such Tiger Selling Shareholders and their respective Offered Shares.

6. PRICING

6.1 The Company shall, in consultation with the BRLMs, decide the terms of the Offer, including the Price Band, the Anchor Investor Allocation Price, the Anchor Investor Offer Price, Anchor Investor Portion, the Anchor Investor Bidding Date, Offer Price, discount, the Bid/ Offer Period, Bid/ Offer Opening Date and Bid/ Offer Closing Date, reservations, and any revisions thereto. Any such terms, including any revisions, modifications or amendments thereto, shall be conveyed in writing (along with a certified true copy of the relevant resolution passed by the Board of Directors or the IPO Committee, as applicable) by the Company to the BRLMs. The Price Band shall be advertised in all editions of Financial Express (a widely circulated English national daily newspaper), all editions of Jansatta (a widely circulated Hindi national daily newspaper), and Bengaluru edition of Vishwavani (a widely circulated Kannada daily newspaper, Kannada being the regional language of Karnataka where the Registered and Corporate Office of the Company is located), each with wide circulation, at least two Working Days prior to the Bid/ Offer Opening Date and shall be made available to the Stock Exchanges for the purpose of uploading on their respective websites. Any revisions to the Price Band shall also be advertised in accordance with the provisions of the SEBI ICDR Regulations.

7. ALLOCATION & ALLOTMENT

7.1 The Offer is being made in terms of Rule 19(2)(b) of the SCRR read with Regulation 31 of the SEBI ICDR Regulations, through the Book Building Process in accordance with Regulation 6(1) of the SEBI ICDR Regulations wherein in terms of Regulation 32(2) of the SEBI ICDR Regulations, not more than 50% of the Offer shall be available for allocation on a proportionate basis to Qualified Institutional Buyers ("QIBs", and such portion, the "QIB Portion") provided that the Company in consultation with the BRLMs, may allocate up to 60% of the QIB Portion to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations ("Anchor Investor Portion"), of which 40% shall be reserved in the following manner, (i) 33.33% shall be available for allocation to domestic Mutual Funds, and (ii) 6.67% shall be available for Life Insurance Companies and Pension Funds, subject to valid bids being received from domestic Mutual Funds, Life Insurance Companies and Pension Funds at or above the Anchor Investor Allocation Price In the event of under-subscription in (ii) above, the allocation may be made to domestic Mutual Funds. In the event of under-subscription or non-allocation in the Anchor Investor Portion, the balance Equity Shares shall be added to the QIB Portion (other than Anchor Investor Portion) ("Net QIB Portion"). Further, 5% of the Net QIB Portion shall be available for allocation on a proportionate basis only to Mutual Funds and the remainder of the Net QIB Portion shall be available for allocation on a proportionate basis to all QIB Bidders (other than Anchor Investors) including Mutual Funds, subject to valid Bids being received at or above the Offer Price.

7.2 Subject to valid Bids being received at or above the Offer Price, not less than 15% of the Offer shall be available for allocation to Non-Institutional Bidders out of which (a) one-third of such portion shall be reserved for applicants with application size of more than ₹200,000 and up to ₹1,000,000; and (b) two-third of such portion shall be reserved for applicants with application size of more than ₹1,000,000 provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders and not less than 35% of the Offer shall be available for allocation to RIIs in accordance with the SEBI ICDR Regulations, subject to valid Bids being received from them at or above the Offer Price.

7.3 Subject to valid Bids being received at or above the Offer Price, under-subscription, if any, in any category, except in the QIB Portion, would be allowed to be met with spill-over from any other category or combination of categories of Bidders, as applicable, at the discretion of our Company, in consultation with the BRLMs, and the Designated Stock Exchange, subject to applicable laws. Undersubscription, if any, in the Net QIB Portion will not be allowed to be met with spill-over from other categories or a combination of categories .

7.4 In the event of under-subscription in the Offer, subject to receiving minimum subscription for 90% of the Fresh Issue and compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, the Allotment for the valid Bids in the following order of priority (i) such number of Equity Shares will first be Allotted by the Company such that 90% of the Fresh Issue portion is subscribed; (ii) if there remain any balance valid Bids in the Offer, the Allotment for the balance valid Bids will be made in the following order:

(a) first towards Equity Shares offered by the Selling Shareholders in proportion to their respective portion of Offered Shares; and

(b) thereafter towards the remaining 10% of the Fresh Issue portion.

7.5 There shall be no guarantees of allocation or assurance of minimum allocation to any Bidder prior to final allocation at the time of pricing, other than as required under the SEBI ICDR Regulations.

7.6 The Members of the Syndicate shall not be guaranteed any proportion of the Offer as available for allocation to the Bidders procured by them prior to final allocation at the time of pricing other than as permitted or required under the SEBI ICDR Regulations.

7.7 All allocations (except with respect to Anchor Investors) and the Basis of Allotment shall be finalized by the Company, in consultation with the BRLMs and the Designated Stock Exchange, in accordance with Applicable Law. Allocation to Anchor Investors, if any, shall be made at the discretion of the Company, in consultation with the BRLMs, in accordance with Applicable Law

7.8 The Allotment shall be in the manner and in accordance with the terms specified in the Offer Documents and the SEBI ICDR Regulations.

8. FEES, EXPENSES, TAXES AND COMMISSIONS

8.1 The Company and each of the Selling Shareholders shall pay the Members of the Syndicate, fees, commissions and expenses in accordance with the terms of the Fee Letter, clause 21 of the Offer

Agreement, and the Cash Escrow and Sponsor Bank Agreement, if and when executed, as applicable. Payments to such intermediaries shall be made by the Company in the first instance (which shall be reimbursed by the Selling Shareholders on a pro rata basis in proportion of its respective portion of the Offered Shares as mentioned under clause 21 of the Offer Agreement).

8.2 The selling commission payable to the Syndicate Member, SCSBs (for Bid cum Application Forms, National Payments Corporation of India and processing fees in relation to the UPI Mechanism from UPI Bidders, directly procured by them from Retail Individual Investor, and Non-Institutional Investors), RTAs, Collecting Depository Participants and Registered Brokers (on per application basis) (collectively, the "**Selling Commission**"), is set forth in **Annexure A** hereto. The manner of disbursement shall be in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement. Payments of fees, commissions, expenses and other charges payable to such intermediaries shall be made by the Company (on behalf of itself and each of the Selling Shareholders) only after ascertaining that there are no pending complaints pertaining to block/unblock of Bids and after receiving relevant confirmations for completion of unblocking from Sponsor Banks/SCSBs and the Registrar, in accordance with the SEBI ICDR Master Circular and any other circulars or notifications issued by the SEBI in this regard and applicable compensation relating to investor complaints having been paid by the SCSB to the investors. The SCSBs, the Sponsor Banks and the Registrar to the Offer shall provide the relevant confirmations to the Members of the Syndicate in accordance with the UPI Circulars.

8.3 In relation to Bid cum Application Forms procured by the Members of the Syndicate, Collecting Depository Participants and RTAs, and submitted to the relevant branches of the SCSBs for processing, an additional bidding charge (excluding applicable tax) shall be payable in the manner as set forth in **Annexure A**, clause 21 of the Offer Agreement and the Cash Escrow and Sponsor Bank Agreement, for each valid and eligible Bid cum Application Form received ("**Bidding Charges**").

8.4 In relation to Bid cum Application Forms procured by Members of the Syndicate, Collecting Depository Participants, RTAs, or Registered Brokers and submitted with the SCSBs for blocking, the SCSBs shall be entitled to processing fees ("**ASBA Processing Fees**") as set forth in **Annexure A**. In case of Bid cum Application Forms procured directly by the SCSBs from the Retail Individual Investor, and Non-Institutional Investors other than the commission payable as per Clause 8.1 read with **Annexure A**, no ASBA Processing Fees shall be payable to them. No Selling Commission is payable to SCSBs in relation to Bid cum Application Forms submitted by QIBs and procured directly by the SCSBs.

8.5 In addition to the Selling Commission and the ASBA Processing Fees payable in accordance with Clauses 8.1, 8.3, 8.4 and 8.4, applicable taxes will be separately invoiced and shall be payable in accordance with this Agreement, clause 21 of the Offer Agreement and the Cash Escrow and Sponsor Bank Agreement.

8.6 The Members of the Syndicate shall send the list of all Sub-Syndicate Members to the Registrar to the Offer for identifying the Registered Brokers. The Registrar to the Offer shall calculate Selling Commission based on valid Bid-cum-Application Forms received from Registered Brokers. Such commission shall be payable, as per the number of valid Bid-cum-Application Forms procured, via the Stock Exchanges clearing house system, unless a different method is prescribed by SEBI/Stock Exchanges.

8.7 The final payment of commission to the Registered Brokers shall be made by the Stock Exchanges in accordance with the SEBI Process Circular upon receipt of the aggregate commission from the Company on behalf of itself and the Selling Shareholders (in proportion to the Equity Shares contributed by each of them in the Offer). The Parties acknowledge that the aggregate amount of commission payable to the Registered Brokers in relation to the Offer shall be calculated by the Registrar to the Offer.

8.8 The Company and the Selling Shareholders shall not be responsible for the payment of the fees and commissions to the Sub-Syndicate Members. The Members of the Syndicate shall be responsible for the payment of fees and commission to their respective Sub-Syndicate Members.

8.9 In case of any delay in unblocking of amounts in the ASBA Accounts (including amounts blocked through the UPI Mechanism) exceeding the timelines as provided under Applicable Law, the Bidder shall be compensated by the intermediary responsible for causing such delay in unblocking as required under Applicable Law, including the UPI Circulars (the "**Relevant Intermediary**"). In addition to the above, by way of the UPI Circulars, SEBI has put in place measures to have a uniform policy and to further streamline the reconciliation process among intermediaries and to provide a mechanism of compensation to investors. It is hereby clarified that in case of any failure or delay on the part of such Relevant Intermediary (as determined by the Members of the Syndicate, in their sole discretion) in resolving the grievance of an investor, beyond the date of receipt of a complaint in relation to unblocking, such Relevant Intermediary will be liable to pay compensation to the investor in accordance with the UPI Circulars, as applicable. The Company and each of the Selling Shareholders, severally and not jointly, acknowledge that the Members of the Syndicate are not responsible for unblocking of accounts and any delay in unblocking is sole responsibility of SCSBs. It is hereby clarified that in the event of any compensation required to be paid by the BRLMs to Bidders for delays in redressal of their grievance by the SCSBs in accordance with the SEBI ICDR Master Circular, Company shall reimburse the relevant BRLM for such compensation in a manner as agreed upon in the Offer Agreement.

8.10 In the event that the Offer is postponed, withdrawn or abandoned, or the Agreement is terminated for any reason, the fees and expenses of the Members of the Syndicate and their counsel shall be payable in accordance with Section 12.6 below

9. CONFIDENTIALITY

9.1 The Members of the Syndicate severally and not jointly, agree and undertake to the Company and each of the Selling Shareholders that all information relating to the Offer furnished by the Company and/ or each of the Selling Shareholders to the Members of the Syndicate, or their respective Affiliates by the Company Entities, Promoters, Directors, Key Managerial Personnel, Senior Management or the Selling Shareholders (in relation to themselves, and in relation to their respective Affiliates provided as part of 'know your customer' verification by members of the Syndicate or in this Agreement), whether furnished before or after the date hereof shall be kept confidential, from the date of this Agreement until (a) the date of commencement of trading of Equity Shares on the Stock Exchanges pursuant to the Offer, or (b) expiration of 12 months from the date of receipt of the final observation letter from SEBI on the DRHP, or (c) the termination of this Agreement, whichever is earlier, provided that nothing herein shall apply to:

(i) any disclosure to purchasers or prospective purchasers of the Equity Shares in connection with the Offer, in accordance with the Applicable Law;

(ii) any information to the extent that such information was or becomes publicly available other than by reason of disclosure by the members of the Syndicate (or their respective Affiliates, employees and directors) in violation of this Agreement or was or becomes available to any of the members of the Syndicate or any of their respective Affiliates, their respective employees, advisors, legal counsel and independent auditors from a source which is not known by such members of the Syndicate or their respective Affiliates to be subject to a confidentiality obligation to the Company, the Selling Shareholders or their respective Affiliates;

(iii) any disclosure to the members of the Syndicate or their respective Affiliates, or their respective, employees, directors, legal counsel, independent auditors, advisors and other experts or agents who need to know such information in connection with the Offer, subject to such persons being subject to contractual or professional obligations of confidentiality or such persons being made aware of the confidentiality obligations herein;

(iv) any disclosure made public or disclosed to third parties with the prior written consent of the Company and/or the Selling Shareholders, as applicable;

(v) any disclosure: (i) pursuant to requirements under Applicable Law or (ii) the direction, order or requirement of any court or tribunal or (iii) pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any Governmental Authority, or (iv) in any pending legal or administrative proceeding or pursuant to any direction, request or requirement of any Governmental Authority, provided that in the event of any such proposed disclosure under (ii), (iii) and (iv), if permitted by Applicable Law, the members of the Syndicate shall provide the Company and the Selling Shareholders with reasonable prior written notice (which includes notice over email) (except in case of inquiry or examination from any

Governmental Authority, in which case such notice shall not be required) of such request or requirement to enable the Company and Selling Shareholders, as applicable, to seek appropriate protective order or similar remedy in relation to such disclosed Confidential Information;

(vi) any information which, prior to its disclosure in connection with this Offer was already lawfully in the possession of the members of the Syndicate or their respective Affiliates on a non-confidential basis; or

(vii) any information which is required to be disclosed in the Offer Documents under Applicable Law, including at investor presentations and in advertisements pertaining to the Offer.

The reference to 'confidential information' shall not include any information that is stated in the Offer Documents or related offering documentation, which may have been filed with relevant regulatory authorities (excluding any informal filings or filings with the SEBI or another regulatory body where the SEBI or the other regulatory body agree the documents are treated in a confidential manner) or any information, which in the sole opinion of the members of the Syndicate, is necessary to make the statements therein not misleading.

9.2 Any advice or opinions provided by the members of the Syndicate or their respective Affiliates to the Company, the Selling Shareholders or their respective Affiliates or directors under or pursuant to this Offer shall not be disclosed or referred to publicly or to any third party by the Company and the Selling Shareholders without the prior written consent from the respective members of the Syndicate and except where such information is required to be disclosed pursuant to Applicable Law, provided that the Company and/or the Selling Shareholders (as applicable to such Selling Shareholder), severally and not jointly, shall if permitted by Applicable Law, provide the respective members of the Syndicate with reasonable notice (except in case of routine inquiries or examinations from any Governmental Authority in the ordinary course, and which do not reference the members of the Syndicate in any manner and to the extent permitted under Applicable Law) so as to enable the members of the Syndicate to seek appropriate injunctive or other relief to prevent such disclosure. The Parties agree to keep confidential the terms specified under the Fee Letter and agree that no public announcement or communication relating to the subject matter of this Agreement or the Fee Letter shall be issued or dispatched without the prior written consent of the Parties, which shall not be unreasonably withheld, (who are not making the public announcement or communication), except as required under Applicable Law, provided that if such information is to be so disclosed, the relevant Party, shall if permitted by Applicable Law, provide the other Parties with reasonable notice (except in case of inquiry or examination from any Governmental Authority) of such requirement so as to enable the other Parties to seek appropriate injunctive or other relief to prevent such disclosure. It is clarified that any information / advice by the Parties may be given by electronic media (email or such other electronic media) and that the information / advice so given shall be subject to the same confidentiality as contemplated in this Clause 9.2.

Provided that nothing in this Clause 9.2 shall prevent the Selling Shareholders, from disclosing any such information on a non-reliance basis and subject to reasonable prior notice to the members of the Syndicate: (a) with their respective Affiliates, limited partners, employees, legal counsel and the independent auditors who need to know such information in connection with the Offer, provided further that such persons are subject to contractual or professional obligations of confidentiality or such persons being made aware of the confidentiality obligations herein; and (b) to the extent that such information was or becomes publicly available other than by reason of disclosure by the Selling Shareholder in violation of this Agreement.

9.3 The members of the Syndicate and their Affiliates may not, without their respective prior written consent, be quoted or referred to in any document, release or communication prepared, issued or transmitted by the Company, the other Company Entities or their respective directors, employees, agents, representatives and the Selling Shareholders, except as may be required under Applicable Law, provided that if such information is to be so disclosed, the Company and/ or the Selling Shareholders (as the case may be) shall if permitted by Applicable Law, provide the respective members of the Syndicate with notice (except in case of inquiry or examination from any Governmental Authority) of such requirement so as to enable the members of the Syndicate to seek appropriate injunctive or other relief to prevent such disclosure.

9.4 Subject to Clause 9.1 above, the members of the Syndicate shall be entitled to retain all information furnished by (or on behalf of them) the Company, Promoters, its Affiliates, the Selling Shareholders, or the respective directors, employees, agents, representatives or legal or other advisors of the Company, the Promoters and the Selling Shareholders, any intermediary appointed by the Company and the Selling Shareholders, and the notes, workings, analyses, studies, compilations, interpretations thereof, with respect to the Offer, and to rely on such information in connection with any defences available to the Book Running Lead Managers or their respective Affiliates under Applicable Law, including any due diligence defence. The members of the Syndicate shall be entitled to retain copies of any computer records and files containing any information which have been created pursuant to their electronic archiving and other back-up procedures. Subject to Clause 9.1 (Confidentiality) above, all such correspondence, records, work products and other material supplied or prepared by the members of the Syndicate or their respective Affiliates in relation to this engagement held in any media (including financial models) shall be the sole property of the members of the Syndicate, to the extent it does not include confidential information, which confidential information where retained by the Book Running Lead Managers shall continue to be subject to the provisions of Clause 9.1.

9.5 The provisions of this Clause 9 shall supersede all previous confidentiality agreements executed among the Company and the members of the Syndicate, except the Fee Letter. In the event of any conflict between the provisions of this Clause 9 and any such previous confidentiality agreement, the provisions of this Clause 9 shall prevail.

9.6 If any of the Parties (the "**Requesting Party**") requests any of the other Parties (the "**Delivering Party**") to deliver any documents or information relating to the Offer, or delivery of such documents or any information is required by Applicable Law to be made, via electronic transmissions, the Requesting Party acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any document or information relating to the Offer is transmitted electronically by the Delivering Party, the Requesting Party hereby releases, to the fullest extent permissible under Applicable Law, the Delivering Party and their respective Affiliates, and their respective directors, employees, agents, representatives and advisors, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with, the electronic transmission of any such document or information by the Requesting Party or its Affiliates or their respective directors, employees, agents, representatives and advisors; provided however that the Delivering Party shall be liable for any loss or liability that may be incurred by the Requesting Party arising solely and directly on account of fraudulent generation or transmission of the documents by the Delivering Party.

10. CONFLICT OF INTEREST

10.1 The Members of the Syndicate and/or their respective group companies and/or their respective Affiliates (each a "**Group**") may be engaged in securities trading, securities brokerage, asset management, insurance, banking, research and financing and investment activities, as well as providing investment banking and financial advisory services. In the ordinary course of their activities, members of the Group may provide (or may have provided) financial advisory and financing services for and received compensation from, or at any time hold long or short positions and may trade or otherwise effect transactions for their own account or account of customers in debt or equity securities of any entity that may be involved in the Offer in accordance with Applicable Law. Members of each Group and businesses within each Group generally act independently of each other, both for their own account and for the account of clients.

10.2 By reason of law or duties of confidentiality owed to other persons, or the rules of any regulatory authority, the members of the Group will be prohibited from disclosing information to the Company or each of the Selling Shareholders (or if such disclosure may be inappropriate), in particular information as to the Members of the Syndicates' possible interests as described in this Clause 10.2 and information received pursuant to client relationships. In addition, there may be situations where parts of a Group and/or their clients either in the past or now, or may in the future, have interests, or take actions, or may represent other clients whose interests, conflict with or are directly adverse to those of the Company and/or each of the Selling Shareholders. The Members of the Syndicate shall not be obligated to disclose any information in connection with any such representations of their respective members of the Group. The Company and each of the Selling Shareholders acknowledge and agree that the appointment of the Members of the Syndicate or the services provided by the Members of the Syndicate to the Company and each of the Selling Shareholders will not give rise to any fiduciary, equitable or contractual duties (including without limitation any duty of confidence) which would preclude the members of the Group from engaging in any transaction (either for their own account or on account of its customers) or providing similar services to other customers (including, without limitation publishing research reports or other materials at any time which may conflict with the views or advice of the members of the Groups' investment banking department, and have an adverse effect on the Company's interests), or from representing or financing any other party at any time and in any capacity. The Company and each of the Selling Shareholders acknowledge and agree that the Members of the Syndicate and their respective group companies and Affiliates will not restrict their activities as a result of this engagement, and the Members of the Syndicate and their respective group companies or Affiliates may undertake any business activity without further consultation with, or notification to, the Company or each of the Selling Shareholders. Each Group's investment banking department is managed separately from its research department and does not have the ability to prevent such occurrences.

11. INDEMNITY

11.1 Each Member of the Syndicate (only for itself, and its Sub-Syndicate Members and not for the acts, omissions or advice of other Members of the Syndicate or their Sub-Syndicate Members) shall, severally and not jointly, indemnify and hold harmless each other Member of the Syndicate and each of their respective Affiliates, and their officers, agents, directors, board members, employees, representatives, controlling persons, successors, permitted assigns and advisors, at all times, from and against any claims, actions, losses, damages, penalties, costs, interests, expenses, or suits, judgments, awards, or proceedings of whatsoever nature made, suffered or incurred consequent upon or arising out of any breach of any representation, warranty or undertaking or any breach in the performance of the obligations by such Member of the Syndicate or arising out of the acts or omissions of such Member of the Syndicate (and not any other Member of the Syndicate) under this Agreement, in each case including breach of the representations and warranties, undertakings and covenants in this Agreement by any Sub-Syndicate Members appointed by such Member of the Syndicate (and not any Sub-Syndicate Members appointed by any other Member of the Syndicate).

11.2 Notwithstanding anything contained in this Agreement, under any circumstances, the maximum aggregate liability of each of the Members of the Syndicate (whether under contract, tort, law or otherwise) under this Agreement shall not exceed the fees (excluding any commission, net of taxes expenses and all out of pocket expenses) actually received by the respective Members of the Syndicate for the respective services rendered by them pursuant to this Agreement, the Fee Letter and the Offer Agreement. Notwithstanding anything contained in this Agreement, in no event shall any Member of the Syndicate be liable for any remote, special, incidental or consequential damages, including lost profits or lost goodwill.

12. TERM AND TERMINATION

12.1 This Agreement and the Members of the Syndicate's engagement shall terminate upon earlier of (i) the listing and commencement of trading of the Equity Shares on the Stock Exchanges pursuant to the Offer, or (ii) IPO Long Stop Date; or (iii) such other date as may be mutually agreed between the Parties, whichever is earlier. In the event this Agreement is terminated before the listing and commencement of trading of the Equity Shares on the Stock Exchanges (other than in accordance with Clause 22.3 of the Offer Agreement), the Parties agree that the DRHP, the RHP and/or the Prospectus, as the case may be, will be withdrawn from the SEBI as soon as practicable after such termination.

12.2 The exit from or termination of this Agreement or the Fee Letter by any one of the members of the Syndicate ("**Exiting Syndicates**") or any one of the Selling Shareholders, shall not mean that this Agreement is automatically terminated in respect of any other members of the Syndicate or Selling Shareholders and shall not affect the obligations of the other members of the Syndicate ("**Surviving Syndicates**") pursuant to this Agreement and the Fee Letter, and this Agreement and the Fee Letter shall continue to be operational between the Company and the remaining Selling Shareholders and the Surviving Syndicates. Further, in such an event, if permitted by Applicable Law and SEBI, the roles and responsibilities of the Exiting Syndicates (s) under the inter-se allocation of responsibilities shall be carried out by the Surviving Syndicates (s) and as mutually agreed between the Parties.

12.3 Notwithstanding anything contained in Clause 12.1and 12.2 above, each of the Members of the Syndicate may, at its sole discretion, unilaterally terminate this Agreement, by a written notice to the other Parties, in respect of itself, if:

(i) any of the representations, warranties, undertakings or statements made by the Company, and/or the Selling Shareholders in the Offer Documents or the Fee Letter, statutory advertisements, publicity materials or any other communication, as may be applicable in each case in relation to the Offer, or in this Agreement or otherwise in relation to the Offer are inaccurate, untrue or misleading, either affirmatively or by omission;

(ii) the Offer is withdrawn or abandoned for any reason prior to the filing of the Red Herring Prospectus with the RoC;

(iii) if there is any non-compliance or breach by the Company, and/ or the Selling Shareholders, of Applicable Law in relation to the Offer or of their respective undertakings, representations, warranties, or obligations under this Agreement or the Fee Letter;

(iv) in the event:

(a) trading generally on any of the Stock Exchanges, London Stock Exchange, Hong Kong Stock Exchange, Singapore Stock Exchange, the New York Stock Exchange or in the Nasdaq Global Market has been suspended or materially limited or minimum or maximum prices for trading have been fixed, or maximum ranges have been required, by any of these exchanges or by the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority or any other applicable Governmental Authority or a material disruption has occurred in commercial banking, securities settlement, payment or clearance services in the United Kingdom or the United States or with respect to the Clearstream or Euroclear systems in Europe or in any of the cities of Mumbai and New Delhi;

(b) a general banking moratorium shall have been declared by authorities in India, the United Kingdom, Hong Kong, Singapore and United States Federal or New York State;

(c) there shall have occurred, in the sole opinion of the members of the Syndicate, any Material Adverse Change;

(d) there shall have occurred any material adverse change, in the financial markets in India, United Kingdom, Hong Kong, Singapore, the United States, and any member of the European Union or the international financial markets, any outbreak of hostilities or terrorism or escalation thereof or any new pandemic or escalation of an existing pandemic whether man-made or natural or any similar calamity or crisis or any other change or development involving a prospective change in United States, the United Kingdom, Hong Kong, Singapore, Indian or international political, financial or economic conditions (including the imposition of or a change in currency exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the members of the Syndicate, impracticable or inadvisable to proceed with the offer, sale, allotment, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;

(e) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including, but not limited to a change in the regulatory environment in which the Company or the Company Entities operate or a change in the regulations and guidelines governing the terms of the Offer) or any order or directive from SEBI, RoC, the Stock Exchanges or any other Governmental Authority that, is material and adverse and that makes it, in the sole judgement of the members of the Syndicate impracticable or inadvisable to proceed with the offer, sale, transfer, allotment, delivery or listing of the Equity Shares on the terms and in the manner contemplated in the Offer Documents; and

(f) the commencement of any action or investigation against the Company, its Directors, Promoters, and/or Selling Shareholders or an announcement or public statement by any Governmental Authority of its intention to take any such action or investigation which in the sole judgement of the members of the Syndicate makes it impracticable or inadvisable to market the Offer, or to enforce contracts for the issue, allotment or transfer of Equity Shares on the terms and manner contemplated in this Agreement and the Offer Documents.

Notwithstanding anything contained to the contrary in this Agreement, if, in the opinion of the Members of the Syndicate, any of the conditions set out in Clause 13.3 of the Offer Agreement is not satisfied, the each of the Members of the Syndicate shall have the right, in addition to the rights available to them under this Clause 12 (Term and Termination), to terminate this Agreement with respect to itself at any time by giving written notice to the other Parties.

12.4 Notwithstanding anything to the contrary in this Agreement, the Company, the Selling Shareholders or any of the Members of the Syndicate with respect to itself (with regard to its respective obligations pursuant to this Agreement) may terminate this Agreement, with or without cause, on giving ten (10) working days' prior written notice to the Company and Selling Shareholders, at any time prior to execution of the Underwriting Agreement.

12.5 Notwithstanding anything contained in this Agreement, the termination of this Agreement will not affect:

(a) the Syndicate Members' right to receive reimbursement for out-of-pocket and other Offer related expenses incurred up to such termination as set forth in the Fee Letter; and

(b) all fees which may have accrued to the Syndicate Members' until termination.

12.6 The provisions of this Clause 12 (Termination), Clauses 8 (Fees and Commission), 11 (Indemnity), 13 (Notices), 14 (Governing Law and Jurisdiction), 15 (Dispute Resolution), 16 (Severability), 17 (Assignment) and 19 (Miscellaneous) shall survive the termination of this Agreement. Clause 9 (Confidentiality) shall survive in accordance with Clause 9. The provisions of Clause 1 (Definitions and Interpretation) shall survive the termination of this Agreement, to the extent required to interpret any of the surviving clauses of the Agreement.

13. NOTICES

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

If to the Company:

MONEYVIEW LIMITED
17/1, 1st and 2nd Floor
The Address Building
Outer Ring Road, Bellandur
Bengaluru 560 103
Karnataka, India
Tel: +91 80 6765 0903
E-mail: compliance@moneyview.in
Contact person: Ankit Kumar Jain

If to the Promoter Selling Shareholders:

PUNEET AGARWAL
2008 Barley Place Dr Allen
TX 75013

United States of America
E-mail: puneet@moneyview.in

SANJAY AGGARWAL
Villa 334, Adarsh Palm Retreat
Lane 5, Phase 2, Devarabeesanahalli
Bengaluru 560 103
Karnataka, India.
E-mail: sanjay@moneyview.in

If to the Promoter Group Selling Shareholder:

CHITRA AGARWAL
2008 Barley Place Dr Allen,
TX 75013, USA
Email: chitra.agarwal@gmail.com

If to the Investor Selling Shareholders:

ACCEL INDIA IV (MAURITIUS) LIMITED
5th Floor, Ebene Esplanade,
24 Bank Street, Cybercity,
Ebene, Mauritius
Tel: +230 401 2300
E-mail: legalus@accel.com; accel@internationalproximity.com
Contact Person: Aslam Koomar

ACCEL GROWTH IV HOLDINGS (MAURITIUS) LTD.
5th Floor, Ebene Esplanade,
24 Bank Street, Cybercity,
Ebene, Mauritius
Tel: +230 401 2300
E-mail: legalus@accel.com; accel@internationalproximity.com
Contact Person: Aslam Koomar

CRIMSON WINTER LIMITED
3rd Floor, Genesis House. Unit 18,
Genesis Close,
George Town, P.O. Box 10655
Grand Cayman,
KY1-1006
Cayman Islands
Tel: + 357 99 214412
Email: director@rockstoneventures.org,
anna.sukhareva@ascendservus.com,
k.solomon@amicorp.com
Contact Person: Kimbert Solomon, Anna Sukhareva

DI INVESTMENT LLC
Tokyo Club Building 4F/6F,
3-2-6 Kasumigaseki, Chiyoda-ku,
Tokyo, Japan, 100-0013
Tel: +81-3-5532-3200
Email: India-inv-admin@dreamincubator.co.jp
Contact Person: Munehiko Eto

INTERNET FUND III PTE LTD
8 Temasek Boulevard, #32-02, Suntec Tower Three, Singapore 038988
Tel: +65 6890 0375
E-mail: dvarma@tigerglobal.com (with a copy to legalnotices@tigerglobal.com)

Contact Person: Deep Varma/ Legal Counsel

NLI STRATEGIC VENTURE INVESTMENT LIMITED
27 South Park St,
Suite 100, San Francisco,
CA 94107
Tel: +14156252720 ext 110
E-mail: finance@transposeplatform.vc
Contact Person: Alex Bangash

RIBBIT CAPITAL
6th Floor, Two Tribeca,
Tribeca Central,
Trianon 72261,
Mauritius
Tel: +230 404 8800
E-mail: nbteam@apexgroup.com; with copy to cindy@ribbitcap.com; max@ribbitcap.com
Contact Person: Nandinee Boodhoo

TI JPNIN INDIA HOLDCO, LTD.
27 South Park St,
Suite 100, San Francisco,
CA 94107
Tel: +14156252720 ext 110
E-mail: finance@transposeplatform.vc
Contact Person: Alex Bangash

If to the BRLMs

AXIS CAPITAL LIMITED
Axis House, 1st Floor
Pandurang Budhkar Marg, Worli,
Mumbai 400 025,
Maharashtra, India
Tel: +91 22 4325 2183
E-mail: moneyview.ipo@axiscap.in
Attention: Vilma Gangahar

BOFA SECURITIES INDIA LIMITED
Ground Floor, A Wing, One BKC,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel: +91 22 6632 8000
Email: dg.moneyview_ipo@bofa.com
Attention: Sayantan Bhattacharyya

IIFL CAPITAL SERVICES LIMITED
24th Floor, One Lodha Place, Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013, Maharashtra, India
Tel: +91 22 4646 4728
Email: mb.compliance@iiflcap.com
Attention: Nipun Goel

KOTAK MAHINDRA CAPITAL COMPANY LIMITED
1st Floor, 27 BKC
Plot No. C – 27, 'G' Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051

Maharashtra, India
Tel.: +91 22 4336 0000
E-mail: moneyview.ipo@kotak.com
Attention: Arun Mathew

If to the Syndicate Member:

KOTAK SECURITIES LIMITED
4th Floor, 12 BKC
"G" Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel: +91 22 6218 5410
E-mail: umesh.gupta@kotak.com
Attention: Umesh Gupta

If to the Registrar to the Offer

MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*)
C-101, Embassy 247,
L B S Marg, Vikhroli (West)
Mumbai – 400 083
Maharashtra, India
Tel: +91 22 4918 6000
E-mail: haresh.hinduja@in.mpms.mufg.com
Attention: Haresh Hinduja – Head Primary Market

Any Party hereto may change its address by a notice given to the other Party hereto in the manner set forth above.

14. GOVERNING LAW AND JURISDICTION

This Agreement and the rights and obligations of the Parties are governed by, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to the Clause 15 below, the courts in Mumbai, India shall have sole and exclusive jurisdiction in all matters arising out of the arbitration proceedings (including interim and/or appellate relief) mentioned herein below.

15. ARBITRATION

15.1 In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or the Fee Letter (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15), days (or such longer period as may be mutually agreed upon by the Disputing Parties in writing) after the first occurrence of the Dispute, the Parties (the **"Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with SEBI circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circulars**") and provisions of the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in Clause 15.1.

15.2 The arbitration shall be subject to Clause 15.1 and be conducted as follows:

(a) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**"). The MCIA Rules are incorporated by reference into this Clause 15 and capitalized terms used in this Clause 15 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;

(b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

(c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 15.1 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) Working Days of the receipt of the second arbitrator's confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; 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 Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the Fee Letter;

(e) the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitration tribunal enter upon reference, as prescribed under the Arbitration Act. Further, in the event that despite the best efforts by the Disputing Parties, the award is not passed within such twelve (12) month period, the Disputing Parties agree that such period will automatically stand extended for a further period of six (6) months, without requiring any further consent of any of the Disputing Parties. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

(f) the arbitration award shall state the reasons in writing on which it was based;

(g) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

(h) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

(i) the arbitrators shall have the power to award interest on any sums awarded;

(j) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and

(i) nothing in this Clause 15 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. 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 and Conciliation Act, 1996, as amended ("**Arbitration Act**").

15.3 If resolution of the Dispute in accordance with the SEBI ODR Circulars is not mandatory under Applicable Law or in the event of any inter-se Dispute between any of the Selling Shareholders and/ or the Company, where a BRLM is not a party to the Dispute, then any of the Disputing Parties, shall, by notice in writing to each other, refer such Dispute for final resolution by binding arbitration conducted in accordance with the Arbitration Act. It is clarified that Clause 15.2 shall *mutatis mutandis* be applicable to this clause however, the appointment of arbitrator will be in accordance with the Arbitration Act.

16. SEVERABILITY

If any provision or any portion of a provision of this Agreement or the Fee Letter is or becomes invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the

Agreement or the Fee Letter, but rather will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties will be construed and enforced accordingly. Each of the Parties will use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties the benefits of the invalid or unenforceable provision.

17. ASSIGNMENT

Except as otherwise provided for in this Agreement, and except for the assignment of their respective rights under this Agreement by the Members of the Syndicate to its Affiliates, the terms and conditions of this Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto. No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

18. AMENDMENT

18.1 No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto, provided that: (i) if the number of Equity Shares comprising part of the Fresh Issue changes between DRHP and RHP, in accordance with the terms of this Agreement, references in this Agreement to the number of Equity Shares proposed to be forming part of the Fresh Issue shall be deemed to have been revised on the execution by the Company of a revised authorisation/ approval/ noting /resolution, as may be required of the Board or committee thereof, specifying the revised number of Equity Shares; (ii) if the number of Offered Shares changes between DRHP and RHP, in accordance with the terms of this Agreement, references in this Agreement to the number of Equity Shares proposed to be sold by such Selling Shareholder, shall be deemed to have been revised on the execution by such Selling Shareholder of an updated consent letter, copied to the Company, specifying the revised number of Equity Shares, and the relevant terms of this Agreement, including the terms 'Offer', 'Offer for Sale' and 'Offered Shares', shall be construed accordingly.

19. MISCELLANEOUS

19.1 Except for the assignment of their respective rights under this Agreement by the BRLMs to their Affiliates, subject to the relevant BRLM being, responsible for all obligations assigned by it, if any, to its Affiliate in terms of this Agreement, the terms and conditions of this Agreement are not assignable by any Party hereto without the prior written consent of all the other Parties hereto. No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

19.2 This Agreement may be executed in one or more counterparts/ originals including counterparts/originals transmitted by facsimile/electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

19.3 Other than as provided in this Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Agreement and any provision of this Agreement shall not be enforceable by a person that is not a party to this Agreement.

19.4 Any notice 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 address as specified below or sent to the e-mail address of the Parties respectively or such other address as each Party may notify in writing to the other Parties. Further, any notice sent to any Party shall also be marked to all the remaining Parties.

20. EXECUTION AND COUNTERPARTS

20.1 This Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted by facsimile/electronic mail, each of which when so executed and delivered shall be deemed to be an original, but all of counterparts signed and taken together, shall constitute one and the same document.

20.2 This Agreement may be executed by delivery of a facsimile copy or 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 PDF format 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 in PDF format.

20.3 Other than as provided in this Agreement, the Parties do not intend to confer a benefit on any person that is not a party to this Agreement and any provision of this Agreement shall not be enforceable by a person that is not a party to this Agreement.

21. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

21.1 In the event that any Member of the Syndicate that is a Covered Entity (defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Member of the Syndicate of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

21.2 In the event that any Member of the Syndicate that is a Covered Entity or a BHC Act Affiliate of such Member of the Syndicate becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Member of the Syndicate are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

21.3 For the purposes of this Clause 21, the following definitions apply:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k), as applicable.

"**Covered Entity**" means:

a "**covered entity**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

a "**covered bank**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b);

or a "**covered FSI**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[*Remainder of this page intentionally left blank*]

ANNEXURE A

SELLING COMMISSION STRUCTURE

(1) Selling commission payable to the SCSBs on the portion for Retail Individual Bidders, Non-Institutional Bidders which are directly procured and uploaded by the SCSBs, would be as follows:

Portion for Retail Individual Bidders*	0.20% of the Amount Allotted (plus applicable taxes)
Portion for Non-Institutional Bidders*	0.15% of the Amount Allotted (plus applicable taxes)

* Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price.

Selling commission payable to the SCSBs will be determined on the basis of the bidding terminal ID as captured in the Bid Book of BSE or NSE.

No processing fees shall be payable by our Company and the Selling Shareholders to the SCSBs on the applications directly procured by them.

(2) Processing fees payable to the SCSBs on the portion for Non-Institutional Bidders (excluding UPI Bids) and Qualified Institutional Bidders with bids above ₹ 0.50 million which are procured by the members of the Syndicate/sub-Syndicate/Registered Brokers/CRTAs/ CDPs and submitted to SCSBs for blocking, would be as follows.

Portion for Non-Institutional Bidders and Qualified Institutional Bidders with bids above ₹0.50 million	₹ 10 per valid application (plus applicable taxes)

Notwithstanding anything contained in (2) above, the total processing fees payable to SCSBs under this clause will not exceed ₹0.50 million (plus applicable taxes); and in case if the total processing fees exceeds ₹0.50 million (plus applicable taxes) then processing fees will be paid on pro-rata basis.

(3) Brokerage, selling commission on the portion for UPI Bidders (using the UPI mechanism) which are procured by members of the Syndicate (including their sub-Syndicate Members), CRTAs and CDPs or for using 3-in-1 type accounts- linked online trading, demat & bank account provided by some of the brokers which are members of Syndicate (including their sub-Syndicate Members) would be as follows:

Portion for Retail Individual Bidders*	0.20% of the Amount Allotted (plus applicable taxes)
Portion for Non-Institutional Bidders*	0.15% of the Amount Allotted (plus applicable taxes)

* Amount Allotted is the product of the number of Equity Shares Allotted and the Offer Price.

The selling commission payable to the Syndicate / sub-Syndicate Members will be determined as under:

(i) for Retail Individual Bidders, Non-Institutional Bidders (upto ₹ 0.50 million), on the basis of the application form number / series, provided that the application is also bid by the respective Syndicate / sub-Syndicate Member. For clarification, if a Syndicate ASBA application on the application form number / series of a Syndicate / sub Syndicate Member, is bid by an SCSB, the selling commission will be payable to the SCSB and not the Syndicate / sub-Syndicate Member; and

(ii) for NIBs (above ₹ 0.50 million), on the basis of the Syndicate ASBA Form bearing SM Code & sub-Syndicate code of the application form submitted to SCSBs for Blocking of the Fund and uploading on the Exchanges platform by SCSBs. For clarification, if a Syndicate ASBA application on the application form number / series of a Syndicate / sub-Syndicate Member, is bid by an SCSB, the selling commission will be payable to the Syndicate / sub Syndicate members and not the SCSB.

The selling commission and bidding charges payable to Registered Brokers, the CRTAs and CDPs will be determined on the basis of the bidding terminal id as captured in the Bid Book of BSE or NSE.

(4) Uploading charges payable to members of the Syndicate (including their sub-Syndicate Members), CRTAs and CDPs on the applications made by UPI Bidders using 3-in-1 accounts/Syndicate ASBA mechanism and Non-Institutional Bidders which are procured by them and submitted to SCSB for

blocking or using 3-in-1 accounts/Syndicate ASBA mechanism, would be as follows: ₹ 10 plus applicable taxes, per valid application bid by the Syndicate (including their sub-Syndicate Members), CRTAs and CDPs.

Notwithstanding anything contained in (4) above, the total uploading charges payable under this clause will not exceed ₹1.00 million (plus applicable taxes) and in case if the total uploading charges exceeds ₹1.00 million (plus applicable taxes) then uploading charges will be paid on pro-rata basis.

(5) Selling / uploading charges payable to the Registered Brokers on the portion for Retail Individual Bidders, Non Institutional Bidders which are directly procured by the Registered Broker and submitted to SCSB for processing, would be as follows:

Portion for Retail Individual Bidders	₹ 10 per valid bid cum application form (plus applicable taxes)
Portion for Non-Institutional Bidders	₹ 10 per valid bid cum application form (plus applicable taxes)

Notwithstanding anything contained above the total processing fees payable under this clause will not exceed ₹ 0.50 million (plus applicable taxes) and in case if the total processing fees exceeds ₹ 0.50 million (plus applicable taxes) then uploading charges/ processing fees will be paid on pro-rata basis

(6) Uploading charges / processing fees for applications made by UPI Bidders using the UPI Mechanism would be as under:

Members of the Syndicate / CRTAs / CDPs	₹ 10 per valid Bid cum Application Form (plus applicable taxes)
ICICI Bank Limited	₹ Nil for per applications made by UPI Bidders using the UPI mechanism (plus applicable taxes) The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NPCI and such other parties as required in connection with the performance of its duties under the SEBI circulars, the Syndicate Agreement and other applicable laws
Axis Bank Limited	₹ Nil for per applications made by UPI Bidders using the UPI mechanism (plus applicable taxes) The Sponsor Bank shall be responsible for making payments to the third parties such as remitter bank, NPCI and such other parties as required in connection with the performance of its duties under applicable SEBI circulars, Syndicate Agreement and other applicable laws

The total uploading charges / processing fees payable to Members of the Syndicate, CRTAs, CDPs, as listed under (6) will be subject to a maximum cap of ₹ 2.00 million (plus applicable taxes). In case the total uploading charges/processing fees payable exceeds ₹ 2.00 million, then the amount payable to members of the Syndicate, CRTAs and CDPs would be proportionately distributed based on the number of valid applications such that the total uploading charges / processing fees payable does not exceed ₹ 2.00 million.

All such commissions and processing fees set out above shall be paid as per the timelines in terms of the Syndicate Agreement and Cash Escrow and Sponsor Bank Agreement.

Pursuant to SEBI ICDR Master Circular, applications made using the ASBA facility in initial public offerings shall be processed only after application monies are blocked in the bank accounts of investors (all categories). Accordingly, Syndicate / sub-Syndicate Member were not able to Bid the Application Form above ₹0.50 million and the same Bid cum Application Form need to be submitted to SCSB for blocking of the fund and uploading on the Stock Exchange bidding platform. To identify bids submitted by Syndicate / sub-Syndicate Member to SCSB a special Bid-cum application form with a heading /watermark "Syndicate ASBA" may be used by Syndicate / sub-Syndicate Member along with SM code and broker code mentioned on the Bid-cum Application Form to be eligible for brokerage on allotment. However, such special forms, if used for Retail Individual Bidders, Non-Institutional Bidders Bids up to ₹ 0.50 million will not be eligible for brokerage. The processing fees for applications made by UPI Bidders may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation on compliance with SEBI ICDR Master Circular.

SCHEDULE I

Details of the Selling Shareholders

Name	Number of Offered Shares	Date of consent letter	Date of corporate action / board resolution / authorisation letter
Promoter Selling Shareholder(s)			
Puneet Agarwal	Up to 13,548,300 Equity shares of face value ₹1 each	March 3, 2026	N.A.
Sanjay Aggarwal	Up to 13,548,300 Equity shares of face value ₹1 each	March 3, 2026	N.A.
Promoter Group Selling Shareholder(s)			
Chitra Agarwal	Up to 1,935,400 Equity Shares of face value ₹1 each	March 3, 2026	N.A.
Investor Selling Shareholder(s)			
Accel India IV (Mauritius) Limited	Up to 16,377,500 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Accel Growth IV Holdings (Mauritius) Ltd.	Up to 8,011,900 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Crimson Winter Limited	Up to 10,000,000 Equity Shares of face value ₹1 each	September 11, 2026	February 27, 2026
DI Investment LLC	Up to 2,349,100 Equity Shares of face value ₹1 each	March 3, 2026	February 27, 2026
Internet Fund III Pte. Ltd.	Up to 15,356,000 Equity Shares of face value ₹1 each	September 12, 2026	March 3, 2026
NLI Strategic Venture Investment Limited	Up to 4,265,600 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
Ribbit Capital	Up to 11,356,900 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026
TI JPNIN India Holdco, Ltd.	Up to 3,745,200 Equity Shares of face value ₹1 each	September 11, 2026	February 24, 2026

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SYNDICATE AGREEMENT ENTERED INTO BY AND AMONG MONEYVIEW LIMITED, THE SELLING SHAREHOLDERS, THE BRLMS, THE SYNDICATE MEMBER AND THE REGISTRAR

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **MONEYVIEW LIMITED**

Name: Sanjay Aggarwal
Designation: Executive Director

MONEYVIEW LIMITED
Bangalore

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **AXIS CAPITAL LIMITED**

Name: Gaurav Goyal
Designation: Executive Director
Contact Number: + 91 22 43252176
E-mail: gaurav.goyal@axiscap.in

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **BOFA SECURITIES INDIA LIMITED**

____

Name: Mandar Donde
Designation: Managing Director, Head of India Corporate and Investment Banking

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **IIFL CAPITAL SERVICES LIMITED (*FORMERLY KNOWN AS IIFL SECURITIES LIMITED*)**

Nmodi

IIFL Capital Services Limited
Mumbai

____

Authorised Signatory
Name: Nishita Mody
Designation: SVP

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **KOTAK MAHIINDRA CAPITAL COMPANY LIMITED**

Gesu Kaushal

MAHINDRA CAPITAL MUMBAI

Authorised Signatory
Name: Gesu Kaushal
Designation: Managing Director – Equity Corporate finance

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **KOTAK SECURITIES LIMITED**

Name: Umesh Gupta
Designation: DVP

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **MUFG INTIME INDIA PRIVATE LIMITED (*Formerly Link Intime India Private Limited*)**

MUFG Intime India Private Limited
Mumbai

____
Name: Sumit Dudani
Designation: Deputy Head – Primary Market

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

SIGNED BY PUNEET AGARWAL

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

SIGNED BY SANJAY AGGARWAL

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

SIGNED BY CHITRA AGARWAL

Chitra A

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **ACCEL INDIA IV (MAURITIUS) LIMITED**

ACCEL INDIA IV (MAURITIUS) LIMITED The Common Seal of

Name: Aslam Koomar
Designation: Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **ACCEL GROWTH IV HOLDINGS (MAURITIUS) LTD.**

Name: Aslam Koomar
Designation: Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **CRIMSON WINTER LIMITED**

____

Name: Kimbert Solomon
Designation: Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **DI INVESTMENT LLC**

細野孝平

Name: Kyohei Hosono
Designation: Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **INTERNET FUND III PTE. LTD.**

INTERNET FUND III PTE. LTD.

Name: Deep Varma
Designation: Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **NLI STRATEGIC VENTURE INVESTMENT LIMITED**

Alex Bangash

Name: Alex Bangash
Designation: Managing Director

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **RIBBIT CAPITAL**

Name: Sangeeta Bissessur
Designation: Director

Ribbit Capital
The Common Seal of

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year hereinabove written:

For and on behalf of **TI JPNIN INDIA HOLDCO, LTD.**

Name: Alex Bangash
Designation: Managing Director