



IN-GJ54447320301625W



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ54447320301625W
Certificate Issued Date : 23-Mar-2024 01:05 PM
Account Reference : IMPACC (AC)/ gj13001411/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1300141130193709142825W
Purchased by : V L INFRAPROJECTS LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : Banker to the Issue Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : V L INFRAPROJECTS LIMITED
Second Party : Beeline Capital Advisors Private Limited And Other
Stamp Duty Paid By : V L INFRAPROJECTS LIMITED
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)



RJD

0028610932

Statutory Alert:

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

BANKER TO THE ISSUE AGREEMENT

DATED THIS JULY 11, 2024

BETWEEN

“V.L.INFRAPROJECTS LIMITED”

AND

“AXIS BANK LIMITED”

AND

“SKYLINE FINANCIAL SERVICES PRIVATE
LIMITED”

AND

“BEELINE CAPITAL ADVISORS PRIVATE LIMITED

THIS BANKER TO THE ISSUE AGREEMENT ("AGREEMENT") IS ENTERED INTO AT AHMEDABAD, GUJARAT ON JULY 11, 2024 THIS INTO BY AND AMONGST:

BY AND AMONGST:

V.L.INFRAPROJECTS LIMITED, a company incorporated under the provisions of Companies Act, 2013 as amended ("Companies Act") and having its registered office at, 716, Shivalik Satyamev, Near Vakil Sahab Bridge Bopal, Ahmedabad - 380058, Gujarat, India (hereinafter referred to as "or **the Company**" or "**Issuer**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns; of the **FIRST PART**)

AND

AXIS BANK LIMITED, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949, operating through its office situated at Vastrapur Branch, Ground Floor, Abhishree Adroit, Mansi Circle, Vastrapur, Ahmedabad- 380015, Gujarat ("AXIS Bank/Banker to the Issue/Public Issue Bank/Refund Banker/Account Bank/Sponsor Bank") **SECOND PART**;

AND

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered D-153A, 1st Floor, Okhla Industrial Area Phase-I, New Delhi - 110020, India. (hereinafter referred to as the "**Registrar**") which expression shall unless, it be repugnant, to the context or meaning, deem to mean and include its successors and permitted assigns, of the **THIRD PART**;

AND

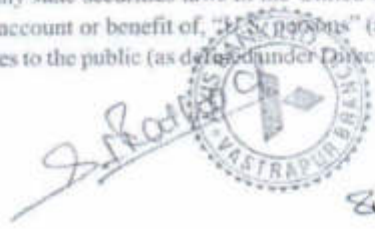
BEELINE CAPITAL ADVISORS PRIVATE LIMITED a company incorporated under Companies Act, 2013 and having SEBI registration number INM000012917 and having its registered office and acting for the purpose of this Agreement through its registered office situated B/1311-1314, Thirteenth Floor, Shilp Corporate Park Near Rajpath Club, Rajpath Rangoli Road, Thaltej, Ahmedabad-380054, Gujarat (hereinafter referred to as "or **Books Running Book Running Lead Manager**" and "**Underwriter**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FOURTH PART**; and

In this Agreement:

- (i) Axis Bank Limited is hereinafter referred to as the "**Public Issue Bank/Banker to the Issue/ Sponsor bank and**;
- (ii) The Company, the Book Running Lead Manager, the Registrar to the Issue, Banker to the Issue/Public Issue Bank are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Issuer is proposing an initial public offering of 4410000 equity shares of face value ₹ 10/- each of the Issuer ("**Equity Shares**" and such proposed issue, the "**Issue**") in terms of Chapter IX of SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 through the Book Built method ("**Book Built**"), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), at a price as may be decided by the issuer in consultation with the Book Running Lead Manager ("**Issue Price**")
- B. The Equity Shares have not been and will not be registered under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**") or any state securities laws in the United States and may not be offered or sold within the United States or to, or for the account or benefit of, "**U.S. Persons**" (as defined in Regulations under the Securities Act). Further, no offer of securities to the public (as defined under Directive 2003/71/EC, together with any amendments) and implementing



measures thereto, (the "Prospectus Directive") has been or will be made in respect of the Draft Red Herring Prospectus or otherwise, in any member State of the European Economic Area which has implemented the Prospectus Directive except for any such offer made under exemptions available under the Prospectus Directive, provided that no such issue shall result in a requirement to publish or supplement a prospectus pursuant to the Prospectus Directive, in respect of the Draft Red Herring Prospectus or otherwise in respect of the Equity Shares. The Issue will include issue (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, as amended, and (ii) outside India, only to eligible "qualified institutional buyers" as defined in and referred to in the Draft Red Herring Prospectus as the "QIBs". Accordingly, the Equity Shares will be issued and sold only outside the United States in compliance with Regulations of the U.S. Securities Act and the applicable laws of the jurisdiction where those issues and sales occur. The Equity Shares are proposed to be offered to the public under Regulation 229(1) of Chapter IX of SEBI ICDR Regulations via Book Built Process.

- C. The Issue has been authorized by a resolution of the Company's Board dated February 22, 2024 and by the shareholders' resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013 at the Extra Ordinary General Meeting of the Company held on March 15, 2024.
- D. The Company has approached and appointed Beeline Capital Advisors Private Limited as the Book Running Lead Manager to manage the Issue and the Book Running Lead Manager has accepted the engagement in terms of their mandate/ engagement letter dated May 16, 2023 ("the **Mandate Letters**") and The BRLM and the Company have executed an Issue Agreement dated March 26, 2024 in connection with the Issue (the "**Issue Agreement**").
- E. Pursuant to the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 (the "2015 Circular"), all Applicants are required to submit their Applications only through the ASBA mechanism. Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 (the "2018 Circular"), the Retail Individual Applicant may also participate in this Issue through UPI in the ASBA mechanism. Accordingly, the Company in consultation with the BRLM, has agreed to appoint Axis Bank as the Banker to the Issue, Sponsor Bank and the Refund Bank to deal with the various matters relating to collection, appropriation and refund of monies in relation to the Issue, including (i) the transfer of funds to and from the Escrow Accounts to the Public Issue Account, (ii) the retention of monies in the Public Issue Account received from all Applicants (including ASBA Applicants and Retail Individual Applicants who opted to apply through UPI in the ASBA mechanism) in accordance with the Companies Act, 2013, (iii) the transfer of funds from the Public Issue Account to the Refund Account or the respective account of the Company, and (iv) the refund of monies to all Applicants, in the event that the Company fails to obtain listing and trading approvals and certain other matters related thereto as described in the in accordance with Applicable Law.
- F. Pursuant to the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 (as amended by SEBI circular dated June 2, 2021, bearing number SEBI/HO/CFD/DIL2/P/CIR/2021/570) (hereinafter referred to as the 2021 Circular) and further amendments if any, SEBI put in place measures to have a uniform policy to further streamline the processing of ASBA applications through UPI process among intermediaries SCSBs and also provided a mechanism of compensation to investors.
- G. In furtherance to the above and at the request of the Company, AXIS Bank Limited has agreed to act as a Banker to the Issue, in order to enable the completion of the Issue, and has also agreed to act as the Refund Banker in accordance with the process specified in the Offer Document and the Prospectus and subject to the terms and conditions of this Agreement;
- H. The Sponsor Bank shall act as a conduit between the stock exchange and National Payments Corporation of India ("NPCI") for the ASBA Applicants with UPI ID in order to push the mandate collect requests and / or payment instructions of the Retail Individual Applicants into the UPI.
- I. The Company has approached and appointed as the Registrar to the Issue pursuant to and by way of an agreement dated March 18, 2024.



- J. The Company has filed the Draft Red Herring Prospectus dated March 31, 2024 with the Emerge Platform of NSE Limited (the "NSE Emerge").
- K. The Company has received in principle approval dated June 12, 2024 from National Stock Exchange of India Limited (the "NSE Emerge").
- L. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the operation of Account(s) opened and maintained by the bank in such capacity in accordance with this Agreement, the Offer Document/Abridged Prospectus and the SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time ("SEBI Banker Regulations").
- M. Accordingly, in order to enable the collection, appropriation and refund of monies in relation to the Issue and certain other matters related thereto, the Company in consultation with the Book Running Lead Manager, have agreed to appoint the Banker to the issue, the Public Issue Account Banks and the Refund Bank on the terms set out in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, EACH OF THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Interpretation

Capitalized terms used in this Agreement and not specifically defined herein shall have the respective meanings assigned to them in the Draft Red Herring Prospectus / Red Herring Prospectus / Prospectus filed to be filed with the Designated Stock Exchange/ ROC. In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa
- (b) headings are only for convenience and shall be ignored for the purposes of interpretation;
- (c) references to the word "include" or "including" shall be construed without limitation;
- (d) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, notated or supplemented;
- (e) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (f) reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- (g) unless otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar
- (h) a reference to a section, paragraph or annexure is, unless indicated to the contrary, a reference to a section, paragraph or annexure of this Agreement; and
- (i) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (j) References to "Rupees", "₹" and "Rs." are references to the lawful currency of the Republic of India.
- (k) all references to "Banker to the Issue" shall also include references to their respective "Correspondent Banks", if such banks have been appointed by Banker to the Issue and all references to "Public Issue Accounts" shall include any accounts established by the Correspondent Banks pursuant to such appointment; and

1.2. Definitions



All capitalized terms used in this Agreement, including the preamble and the recitals hereto shall, unless the context otherwise requires, have the meanings assigned to such terms below:

"Affiliates" shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial, management and operating policy decisions of the person but is less than control over those policies and that shareholders beneficially holding a minimum of 20% interest in the voting power of the person are presumed to have a significant influence on the person; and (c) any other person which is a holding company, subsidiary or joint venture counterparty of any person in (a) or (b). As used in this definition of Affiliate, the term "control" (including the terms "controlling", "controlled by" or "under common control with") or "influence" means the possession, direct or indirect of the power to direct or cause the direction of the management and policies of a person whether through the ownership of voting shares by contract or otherwise.

"Agreement" shall have the meaning assigned to such term in the preamble hereto;

"Allotted" or "Allotment" or "Allot" means the issue and allotment of the Equity Shares pursuant to the Issue;

"Applicant/ ASBA Applicant" shall mean any prospective investor who has made an Application in accordance with the Prospectus;

"Application" shall mean an indication to make an Application during the Application Period by a prospective investor to subscribe to the Equity Shares at the Issue Price, including all revisions and modifications thereto;

"Application Amount" shall mean the Issue Price indicated in the Application Form and payable by an Applicant on submission of the Application in the Issue;

"Application Form" shall mean the form in terms of which the Applicant shall make an Application to subscribe to the Equity Shares and which will be considered as the application for Allotment of the Equity Shares in terms of the Prospectus;

"Application Period" shall mean the period between the Issue Opening Date and the Issue Closing Date (inclusive of both dates) and during which prospective Applicants can submit their Applications;

"Arbitration Act" shall have the meaning assigned to such term in Clause 15 hereto;

"Application Supported by Blocked Amount" or "ASBA" means the application (whether physical or electronic) used by an ASBA Applicant to make an application authorizing an SCSB to block the Application Amount in their specified bank account maintained with an SCSB;

"Anchor Bid" shall mean Bids made by Anchor Investors under the Anchor Investor Portion;

"Anchor Bid Amount" shall mean the highest value of optional Bids indicated in the Anchor Investor Form and payable by the Anchor Investor upon submission of the Bid;

"Anchor Investor Bidding Date" shall mean the day, one Working Day prior to the Bid/Issue Opening Date, on which Bids by Anchor Investors shall be submitted and allocation to Anchor Investors shall be completed;

"Anchor Investor Portion" shall mean up to 60% of the QIB Portion which may be allocated by our Company in consultation with the BRLM, 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 Anchor Investor Allocation Price;

"ASBA Applicant/ Applicant" means any Applicant which intends to apply through an ASBA;

"Banker to the Issue" means the bank(s) which is/are clearing member(s) and registered with the SEBI as Banker to the Issue with which the Public Issue Accounts have been opened, and is AXIS Bank Limited for the purposes of this Offer;

"Banking Hours" means in respect of Banker to the Issue, the time during Working Days when scheduled commercial banks are generally open for business at Mumbai, India;

"Board" or "Board of Directors" means Board of Directors of Company unless otherwise specified;

"Bid/ Issue" shall mean an indication to make an Issue during the Bid/Issue Period by ASBA Bidders pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/Issue Period by an Anchor Investor pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations.

The term "Bidding" shall be construed accordingly

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid in the Issue.

"Bid cum Application Form" shall mean the Anchor Investor Application Form or the ASBA Form, as applicable.

"Book Building Process" shall mean process as provided in Schedule XII of the SEBI ICDR Regulations, in terms of which the Issue is being made.

"Book Running Lead Manager or BRLM" shall mean the Book Running Lead Manager to the Issue and shall also include Lead Manager to the issue, in the present case being Beeline Capital Advisors Private Limited.

"Bid/Issue Closing Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional daily newspaper, where the Registered Office of our Company is situated, each with wide circulation.

Our Company may in consultation with the BRLM, consider closing the Bid/ Issue Period for QIBs one Working Day prior to the Bid/ Issue Closing Date in accordance with the SEBI ICDR Regulations.

"Bid/Issue Opening Date" shall mean Except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids, which shall be notified in all editions of the English national newspaper, all editions of the Hindi national newspaper and the edition of the Regional daily newspaper, where the Registered Office of our Company is situated) each with wide circulation.

"Bidder" shall mean 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, includes an Anchor Investor.

"Cut-off Price" shall mean Issue Price, finalised by our Company in consultation with the BRLM. Only Retail Individual Bidders are entitled to Bid at the Cut-off Price. QIBs (including Anchor Investors) and Non-Institutional Bidders are not entitled to Bid at the Cut-off Price.

"Closing Date" means the date of Allotment of the Equity Shares by the Company;

"Collection Centres" means those branches of the Public Issue Bank where ASBA collection form can be collected;



"Companies Act" shall mean the Companies Act, 1956/ 2013, to the extent in force, together with the rules and regulations made thereunder, including, without limitation, the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014 (including any statutory modifications or re-enactment thereof for the time being in force), to the extent applicable;

"Company" shall have the meaning assigned to such term in the preamble hereto;

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

"Offer Documents" means Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus;

"Draft Red Herring Prospectus" or "Draft Offer Document" shall mean document prepared in accordance with the SEBI ICDR Regulations, which is filed with SME Platform of Stock Exchange;

"Designated Date" means the date on which the funds blocked by the SCSBs are transferred from the ASBA Accounts specified by the ASBA Bidders to the Public Issue Account and / or Refund Account and / or are unblocked, as applicable, in terms of RHP ;

"Designated Stock Exchange" means the Emerge platform of NSE for the purposes of the Issue;

"Disputing Parties" shall have the meaning assigned to such term in Clause 15 hereto

"Eligible NRI" means a Non-Resident Indian in a jurisdiction outside India where it is not unlawful to make an offer or invitation under the Issue and in relation to whom the Draft Red Herring Prospectus will constitute an invitation to subscribe to the Equity Shares;

"Equity Shares" shall have the meaning assigned to such term in the recitals hereto;

"Fresh Issue" shall mean the issue 4410000 of the Equity shares of the Face Value of Rs. 10/- each proposed to be issued by the Company to the public at such price as may be determined by the Company in consultation with the BRLM, in accordance with SEBI ICDR Regulations (as defined below) and other applicable Indian laws;

"FEMA" means the Foreign Exchange Management Act, 1999, together with the rules and regulations framed there under;

"FPI" means a Foreign Portfolio Investor, as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as registered with SEBI;

"Group Companies" means the entities identified as Group Companies in the Draft Red Herring Prospectus / Red Herring Prospectus/Prospectus;

"Issue" shall have the meaning assigned to such term in the recitals hereto;

"Issue Price" means the final price at which the Equity shares will be allotted in terms of the Red Herring Prospectus and the Prospectus, as determined by our company in consultation with BRLM on the Pricing date in accordance with the Book - Building process and the Red Herring Prospectus;

"Issue Agreement" shall have the meaning assigned to such term in the recitals hereto;



"**Non-Institutional Applicants**" shall mean all Applicants other than Retail Individual Applicants and QIBs and who have applied for Equity Shares for an amount more than ₹ 2,00,000 (but not including NRIs other than Eligible NRIs);

"**NRI**" or "**Non-Resident Indian**" means a person resident outside India, as defined under FEMA, and who is a citizen of India or a Person of Indian Origin and such term as defined under the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017, as amended;

"**NSE**" or "**NSE Emerge**" means EMERGE Platform of National Stock Exchange of India Limited (NSE EMERGE);

"**Price Band**" shall as may be decide by Board of Directors with consultation with Book Running Lead Manager.

"**Parties**" or "**Party**" shall have the meaning assigned to such term in the preamble hereto;

"**Permitted Assign**" mean such persons as are specified in Clause 17 hereto;

"**Promoters**" means such persons and entities identified as the Promoters in the Draft Red Herring Prospectus/Red Herring Prospectus / Prospectus;

"**Promoter Group**" means such persons and entities identified as the Promoter Group in the Draft Red Herring Prospectus/Red Herring Prospectus / Prospectus;

"**Prospectus**" shall mean the Prospectus of the Company which will be filed with NSE (NSE Emerge) / SEBI / ROC and others in accordance with Section 26 & 32 of the Companies Act, 2013 containing, inter alia, the Issue Price, the size of the Issue and certain other information;

"**Public Issue Account**" means the accounts opened with the AXIS Bank Limited to receive monies from the accounts held with the SCSBs by the Applicant/ ASBA Applicants, in each case on the Designated Date in terms of Section 40 of the Companies Act, 2013;

"**Qualified Institutional Buyers**" or "**QIBs**" shall have the meaning given to such term under the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018;

"**Red herring Prospectus/RHP**" shall mean the offer document to be issued in accordance with Section 26 & 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be issued and the size of the Offer. The Red Herring Prospectus will be registered with the RoC at least three days before the Bid/ Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

"**RBI**" means the Reserve Bank of India;

"**Refund Bank** shall be AXIS Bank Limited pursuant to occurrence of event as mentioned in Clause 3.3.

"**Registrar to the Issue**" shall have the meaning assigned to such term in the preamble hereto;

"**Retail Individual Applicants**" means individual Applicants (including HUFs and NRIs) who have applied for Equity Shares for an amount not more than to ₹ 2,00,000 in the Issue;

"**ROC**" shall mean Registrar of Companies, Ahmedabad;

"**ROC Filing**" shall mean the filing of the Prospectus with the ROC and dated in terms of Section 26 & 32 of the Companies Act, 2013;



"SCSB" or "Self-Certified Syndicate Bank" means the banks which are registered with SEBI under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994 and offer services of ASBA, including blocking of bank account, a list of which is available at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?onRecognised=yes>;

"SEBI" shall have the meaning assigned to such term in the recitals hereto;

"SEBI ICDR Regulations" means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and any amendments made thereto from time to time;

"Sponsor Bank" shall mean AXIS Bank Limited, appointed by the Company in consultation with the Book Running Lead Manager as per the 2018 Circular issued by SEBI, to act as conduit between the Designated Stock Exchange and NPCI in order to push the mandate collect requests and / or payment instructions of the retail investors into the UPI;

"Underwriter" means are the Underwriters to the Issue;

"Underwriting Agreement" means the agreement entered into amongst the Underwriter, Book Running Lead Manager and the Company;

"UPI" shall mean the instant payment system developed by the NPCI, which allows instant transfer of money between any two persons' bank accounts using a payment address which uniquely identifies a person's bank account;

"UPI ID" shall mean the ID created on Unified Payment Interface (UPI) for single-window mobile payment system developed by the National Payments Corporation of India (NPCI);

"U.S. Securities Act" shall have the meaning assigned to such term in the recitals hereto;

"Working Day" shall have the meaning ascribed under Regulation 2(1)(mmn) of SEBI ICDR Regulations;

- 1.3. The Parties acknowledge and agree that the recitals and preamble to this Agreement as well as the Annexures and the Schedule attached hereto form an integral part of this Agreement.

2. BANKER TO THE ISSUE, SPONSOR BANK AND PUBLIC ISSUE ACCOUNT

- 2.1. The Banker to the Issue hereby agree to act as such and to perform such function/duties and provide such services as per the terms and conditions provided in this Agreement in order to enable the completion of the issue in accordance with the processes specified in the Prospectus, 2018 Circular, applicable SEBI regulations. The duties, responsibilities and liabilities of the Banker to the Issue and Sponsor Bank mentioned in this Agreement shall be related to the operation of the respective account opened and maintained for the Issue which shall be in accordance with this Agreement, the SEBI regulations and other applicable laws and regulations. Provided that no provision of this Agreement will constitute any obligation on the part of the Banker to the Issue and Sponsor Bank to comply with the applicable instructions prescribed under the SEBI ICDR Regulations in relation to any application money blocked under the ASBA process.
- 2.2. Pursuant to the 2021 Circular Sponsor Banks shall host a web portal for intermediaries (closed user group) from the Offer Opening Date till the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of apps and UPI handles, down-time/network latency (if any) across intermediaries and any such processes having an impact bearing on the IPO bidding process. *Provided that, this clause will be applicable only if the Bid/Offer Opening Date is on or after October 1, 2021.*



- 2.3. Further, Sponsor Bank shall execute the online mandate revoke file for non-Allottees /partial Allottees one Working Day after the Basis of Allotment. Subsequently, any pending applications for unblocks shall be submitted to the Registrar to the Offer, not later than 5:00 PM on the first Working Day after the Basis of Allotment.
- 2.4. Simultaneously with the execution of this Agreement, the Banker to the Issue and Sponsor Bank shall establish one or more "no-lien accounts" (the "Public Issue Account") for transfer of funds from the SCSBs to the Public Issue Account.
- 2.5. The Accounts shall be specified as follows:
 (1) In case of resident Anchor Investors: "VLINFRAPROJECTS LIMITED-IPO-ANCHOR INVESTOR-R"; and
 (2) In case of Non-Resident Anchor Investors: "VLINFRAPROJECTS LIMITED-IPO-ANCHOR INVESTOR-NR"; and
- 2.6. The Company shall execute all documents and provide further information as may be required by the Banker to the Issue and Sponsor Bank for the establishment of the above Public Issue Account(s).
- 2.7. The monies lying to the credit of the Escrow Accounts and the Refund Account shall be held by the Banker to the Issue and Sponsor Bank, as the case may be, solely for the benefit of the beneficiaries, determined in accordance with the terms of this Agreement. The Banker to the Issue and Sponsor Bank, as the case may be, shall neither have any lien, encumbrance or any other right on the amounts standing to the credit of the Escrow Accounts and/or the Refund Account nor have any right to set off, against such amount, any other amount claimed by the Banker to the Issue and Sponsor Bank against any person, including by reason of non-payment of charges / fees to the Banker to the Issue and Sponsor Bank, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever.
- 2.8. The operation of the Public Issue Account by the Banks shall be strictly in accordance with the terms of this Agreement and applicable laws and regulations. The Public Issue Account shall not have cheque drawing facilities and deposits into and withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.
- 2.9. The Banker to the Issue and Sponsor Bank hereby agree, confirm and declare that they do not have (and will not have) any beneficial interest in the amounts lying to the credit of the Public Issue Account, and that such amounts shall be applied in accordance with the provisions of this Agreement, Prospectus, SEBI ICDR Regulations, Companies Act, 2013 and any instructions issued in terms thereof.
- 2.10. The Banker to the Issue and Sponsor Bank shall comply with all the terms and conditions of this Agreement and all directives or instructions issued by SEBI or any other regulatory authority, the Company, the Book Running Lead Manager and the Registrar to the Issue, in connection with its responsibilities under this Agreement.
- 2.11. The Escrow Collection Bank agrees and acknowledges that, in terms of the SEBI ICDR Regulations, ASBA is mandatory for all investors participating in the Issue, other than Anchor Investors. The Escrow Collection Bank confirms that it shall not accept any ASBA Form relating to any ASBA Bidder from the Designated Intermediaries, except in its capacity as an SCSB. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrar in this regard.

3. OPERATION OF THE PUBLIC ISSUE ACCOUNT AND REFUND ACCOUNT

3.1. Deposits into the Public Issue Account

- 3.1.1. Application Amounts pursuant to the Issue shall be deposited by the SCSBs and Sponsor Banks into the Public Issue Account(s) upon approval of Basis of Allotment by the Designated Stock Exchange:



- 3.1.2. The deposits in to the Account should be made in "VLINFRAPROJECTS LIMITED-PUBLIC OFFER ACCOUNT";
- 3.1.3. Further the refund banker is also required to open the refund account in the name of "VLINFRAPROJECTS LIMITED-REFUND ACCOUNT" post getting intimation from the Book Running Lead Manager for the purpose of refunding the amount from the Public Issue Account in case of event other than failure of Issue as mentioned in the clause 3.

3.2. Withdrawals and / or Application of amounts credited to Public Issue Account

The withdrawals and application of amounts credited to the Public Issue Account shall be appropriated or refunded, as the case may be, on the occurrence of certain events and in the manner more particularly described herein below:

3.3. Failure of the Issue

3.3.1. The Issue shall be deemed to have failed in the event of the occurrence of any of the following events:

- (i) the Company fails to open the Issue as per the timelines prescribed by SEBI;
- (ii) the Issue becoming illegal or being enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue;
- (iii) the declaration of the intention of the Company to withdraw and/or cancel the Issue at any time after the Issue Opening Date and before the Designated Date;
- (iv) failure to enter into the Underwriting Agreement or the Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Issue Account in accordance with the terms of Clause 3 of this Agreement;
- (v) non-receipt of minimum 100% subscription for the Issue upon fulfilment of the underwriting obligation of the Underwriter; and
- (vi) The ROC filing not having occurred within the timelines as prescribed under 2018 Circular read with SEBI ICDR Regulations.

3.3.2. The Book Running Lead Manager shall, on the receipt of the relevant information from the Company regarding such an event, intimate in writing to the Banker to the Issue, Sponsor Bank, Refund Bank, and the Registrar to the Issue (specified in Annexure G hereto) of the occurrence of any event specified in Clause 3.3.1 of this Agreement and to unblock the account of Applicants and send the Applications to the Registrar to the Issue for their further action.

3.3.3. The Banker to the Issue and Sponsor Bank shall be discharged of all their legal obligations under this Agreement only if they have acted bona fide and in good faith and in accordance with the terms of this Agreement, applicable SEBI ICDR Regulations and any applicable law or regulation.

3.3.4. In the event, the Company fails to list its Equity Shares in the manner and timelines described in the Prospectus, the Book Running Lead Manager shall intimate the Public Issue Bank and Sponsor Bank after such intimation shall transfer the funds from Public Issue Account to Refund Account as per the written instruction (specified in Annexure II) from Book Running Lead Manager and the Registrar to the Issue for further payment to the beneficiary Applicants.

3.3.5. If the Issuer fails to make application to the Designated Stock Exchange or obtain permission for listing of the Equity Shares, in accordance with the provisions of Section 40 of the Companies Act, 2013 read with applicable provisions of SEBI ICDR Regulations, the Issuer may be imposed with such penalty as prescribed under Companies Act, 2013, SEBI ICDR Regulations and other applicable laws.



10



3.4. Completion of the Issue

- 3.4.1. The Book Running Lead Manager shall, only after the Company files the Draft Red Herring Prospectus/Red Herring Prospectus / Prospectus with the Designated Stock Exchange, intimate in writing in the prescribed form (specified in Annexure A1 hereto), the Issue Opening Date and Issue Closing Date to the Banker to the Issue, Sponsor Bank and the Registrar to the Issue at least two (2) Working Days prior to such Issue Opening Date. In case the issue is extended by the Company, the Book Running Lead Manager shall communicate such extension and new Issue Closing Date, before the original Issue Closing Date.
- 3.4.2. (A) The Registrar along with the BRLM shall, on or prior to the Designated Date in writing: (a) intimate the Anchor Escrow Bank (with a copy to the Company), the Designated Date, and provide the Anchor Escrow Bank with the written details of the Bid Amounts relating to Anchor Investor Bids and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement that are to be transferred to the Public Issue Account(s) in the form Escrow account of the company provided in Annexure E; and (b) intimate the SCSBs (with a copy to the Company), the Designated Date, and provide the SCSBs with the written details of the Bid Amounts that have to be either unblocked or transferred to the Public Issue Account(s). The Anchor Escrow Bank and the SCSBs, on receipt of such details from the Registrar, shall, within Banking Hours on the same Working Day, transfer the amounts lying to the credit of the Anchor Escrow Accounts or blocked in the ASBA Accounts in relation to the successful Bids to the Public Issue Account(s). Immediately upon the transfer of the amounts to the Public Issue Account, the Anchor Escrow Bank shall appropriately confirm the same to the Registrar and BRLMs (with a copy to the Company). The amounts to be transferred to the Public Issue Account by the Anchor Escrow Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Issue and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be unblocked and transferred to the Public Issue Account by the SCSBs represent Bids from ASBA Bidders that have received confirmed allocation in respect of the Equity Shares in the Issue.
- 3.4.3. (B) In accordance with the procedure set out in the Red Herring Prospectus, the Registrar along with the BRLMs shall at any time on or after Designated Date in the form provided in Annexure J hereto provide the Anchor Escrow Bank (with a copy to the Company) with details of the Surplus Amount, if any, to be transferred to the Refund Account with the Refund Bank. Further, the Registrar (with a copy to each of the BRLMs) shall also provide the Refund Bank details of the Bidders to whom refunds have to be made from the Refund Account in the prescribed form Annexure IA hereto.
- 3.4.4. The Registrar to the Issue, shall, on or prior to the Designated Date, in writing in the prescribed form (specified in Annexure B1 hereto), intimate to the SCSBs and Sponsor Bank, the Designated Date and provide the SCSBs and the Sponsor Bank with the written details of the amounts that are to be transferred, in each case, to the Public Issue Account. The amounts to be transferred to the Public Issue Account by the SCSBs and Sponsor Bank represent Applications that have received confirmed allocation in respect of the Equity Shares in the Issue.
- 3.4.5. Upon approval of Basis of Allotment, Registrar to the Issue will share the debit file with Sponsor bank (through Designated Stock exchange) and SCSBs, as applicable, for credit of funds in the Public Issue Account and unblocking of excess funds in the RII's account. The Sponsor Bank based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from RII's bank account, whereupon the funds will be transferred from RII's account to Public Issue Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- 3.4.6. The Registrar to the Issue shall be solely responsible to prepare funds transfer schedule based on approved Basis of Allotment and for monies to be credited by the SCSBs and Sponsor Bank into the Public Issue Account.
- 3.4.7. Provided, however, that notwithstanding anything stated in this Agreement, the Company hereby agrees that it shall take all necessary actions to ensure that the amount representing the fees of Book Running Lead Manager s in terms of the Engagement Letter and the Issue Agreement and Registrar to the Issue,



Legal Counsel to the Issue and other intermediary fees, if any, payable by the Company (as applicable and as specified in writing in the prescribed form (specified in Annexure A2) shall be paid immediately upon receipt of listing and trading approvals in respect of the Issue from the Public Issue Account.

3.4.8. In respect of the amounts lying to the credit of the Public Issue Account, the following specific provisions shall be applicable:

- (i) The Company agrees that it will retain an amount upto the outstanding fees towards the Book Running Lead Manager, Registrar to the Issue, Legal Counsel to the Issue and other intermediary fees, if any, payable by the Company (as applicable) in the Public Issue Account until a copy of the instructions as per Annexure A2 is delivered to the Banker(s) to the Issue.
- (ii) The Book Running Lead Manager shall, following the receipt of the listing and trading approvals, provide the Banker to Issue and Sponsor Bank, in the prescribed form (specified in Annexure A2 hereto), instructions stating the details of the payment towards the amount representing the fees of Book Running Lead Managers, Registrar to the Issue, Legal Counsel to the Issue and other intermediary fees, if any, payable by the Company to various intermediaries (as applicable).
- (iii) The instructions in form of Annexure A2 issued by the Book Running Lead Manager shall be binding on the Banker to Issue and Sponsor Bank irrespective of any contrary claim or instructions from any party including the Company. This provision is an irrevocable instruction from the Company to the Banker(s) to Issue to debit the Public Issue Account as per the details contained in Annexure A2.
- (iv) The Company through Book Running Lead Manager shall have the right, subject to listing and trading approvals and subject to the Banker to the Issue and Sponsor Bank receiving a 'No Objection Certificate' as specified in Annexure A3 from the Book Running Lead Manager to give specific instructions as per Annexure B2 to the Banker to the Issue and Sponsor Bank to make payment fully or partially, in one or more tranches, to any other parties prior to and/or instead of release of funds to the Company from the Public Issue Account. The instructions in form of Annexure B2 issued by the Company shall be binding on the Banker to the Issue and Sponsor Bank irrespective of any contrary claim or instructions from any party. The amount in Annexure B2 will not exceed the amount in the Public Issue Account after keeping aside the amount mentioned in Annexure A2. This provision is an irrevocable instruction from the Company to the Banker to the Issue to debit the Public Issue Account as per the details contained in Annexure B2. The written instructions as per Annexure B2 shall be valid instructions if signed by the persons named in Annexure F1 and F2 and whose specimen signatures are contained herein. Banker to the Issue and Sponsor Bank shall not accept any instructions from the Company for release of funds from Public Issue Account to any other account until they receive a No Objection Certificate in the prescribed format (specified in Annexure A3) from the Book Running Lead Manager and a copy of the listing and trading approvals from the Designated Stock Exchange.
- (v) This provision is an irrevocable instruction from the Company to the Banker to the Issue and Sponsor Bank to not accept any instructions from them until it receives a "No Objection Certificate" specified in Annexure A3 from the Book Running Lead Manager.
- (vi) The written instructions as per Annexure A2 and Annexure A3 shall be valid instructions if signed by the persons named in Annexure F1 and whose specimen signatures are contained herein.
- (vii) Following the payment of all amounts as specified in Annexure A2 and Annexure B2, the Company shall have full recourse to any balance amounts remaining in the Public Issue Account.

3.5. Closure of the Public Issue Account

Banker to the Issue upon written instructions from the Company shall take the steps necessary to ensure closure of the Public Issue Account promptly after all monies in the Public Issue Account are transferred in accordance with the terms of this Agreement.

3.6. Closure of the Refund Account



AXIS Bank Limited shall take the steps necessary to ensure closure of the Public Issue Account after receiving the written instruction from Company as mentioned in Annexure I.

4. DUTIES OF THE REGISTRAR

The Parties hereto agree that the duties and responsibilities of the Registrar to the Issue shall include, without limitation, the following:

- 4.1. The Registrar to the Issue shall at all times carry out its obligations hereunder diligently and in good faith.
- 4.2. The Registrar to the Issue shall comply with the provisions of the 2018 Circular and 2021 Circular.
- 4.3. The Registrar to the Issue shall maintain accurately at all times the physical and electronic records relating to the Applications received from the intermediaries and the SCSBs, as the case may be, including, without limitation, the following:
 - (i) particulars relating to the allocation and Allotment of the Equity Shares for the Issue;
 - (ii) particulars relating to the monies to be transferred to the Public Issue Account in accordance with the terms of this Agreement, Prospectus, the SEBI ICDR Regulations and the Companies Act;
 - (iii) particulars of various pre-printed and other stationery supported by reconciliation of cancelled/spoil stationery;
 - (iv) the Applications received from the Intermediaries and the SCSBs and all information incidentals thereto in respect of the Issue and the Application Amount and tally the details mentioned in the Application with the schedule provided by the SCSBs. For the avoidance of doubt, if there is any discrepancy in the amount paid as per the Application Form(s) and the corresponding entry (ies) in the bank schedule(s), the amount as per the bank schedule(s) will be considered as final for the purpose of processing and the Banker to the Issue shall be responsible for any claims, actions, losses, demands or damages that may arise in this regard.
- 4.4. The Registrar to the Issue shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, proper Allotment of the Equity Shares, including providing the Banker to the Issue with the details of the monies and extending all support in obtaining the final trading and listing approval of the Equity Shares within two (2) Working Days from the Issue Closing Date.
- 4.5. Upon approval of Basis of Allotment, Registrar to the Issue shall share the debit file with Sponsor Bank (through Designated Stock Exchange) and SCSBs, as applicable, for credit of funds in the Public Issue Account and unblocking of excess funds in the RIIs account. The Sponsor Bank based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from RIIs bank account, whereupon the funds will be transferred from RIIs account to Public Issue Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- 4.6. The Registrar to the Issue shall be solely responsible and liable for any delays in supplying accurate information or processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar to the Issue related to the Issue. The Registrar to the Issue shall be responsible for addressing all investor complaints or grievances relating to the issue and ensuring that a suitable grievance mechanism is in place to address such complaints and grievances.
- 4.7. Without prejudice to the generality of the foregoing, the Registrar to the Issue shall be responsible for:



- (i) any delay, default, failure by the Registrar to the Issue to perform any obligation imposed on it under this Agreement, SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, SEBI ICDR Regulations or otherwise under applicable laws and any fine or penalty imposed by the SEBI or any other regulatory authority or court of law, provided however that, the Registrar to the Issue shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement;
- (ii) rejection of Applications due to incorrect bank/branch account details and non-furnishing of information regarding the Applicant available with the Registrar to the Issue; and
- (iii) misuse of scanned signatures of the authorized signatories of the Registrar to the Issue;
- (iv) any claim made or issue raised by any Applicant or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Banker to the Issue and Sponsor Bank hereunder;
- (v) any claim by or proceeding initiated by any regulatory or other authority under any statute or regulation on any matters related to the payments by the Banker to the Issue and Sponsor Bank hereunder;
- (vi) failure by the Registrar to the Issue to substantially perform any of its obligation under this Agreement or otherwise;

in each case, which may result in a claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Banker to the Issue or any other Parties.

- 4.8. The Registrar to the Issue shall use its best efforts while processing all electronic Applications to separate eligible Applications from ineligible Applications, i.e., Applications which are capable of being rejected on any of the technical or other grounds as stated in the Draft Red Herring Prospectus/Red Herring Prospectus / Prospectus, or for any other reasons that comes to the knowledge of the Registrar to the Issue.
- 4.9. The Registrar to the Issue shall ensure that all application forms including plain paper Applications received directly by it shall be banked immediately or the very next Business Day and in no event later than Issue Closing Date or such extended Issue Closing Date.
- 4.10. The Registrar to the Issue shall act in accordance with the instructions of the Company and the Book Running Lead Manager and the applicable SEBI ICDR Regulations and other applicable laws and regulations. In the event of any conflict in the instructions provided to the Registrar to the Issue, it shall seek clarifications from the Company and comply with the instructions of the Company given in consultation with the Book Running Lead Manager.
- 4.11. The Registrar to the Issue shall be solely responsible for promptly and accurately uploading Applications to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.12. The Registrar to the Issue agrees that at all times the Banker to the Issue and Sponsor Bank, as applicable, will not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar to the Issue.
- 4.13. The Registrar to the Issue shall obtain the electronic Application details from the Designated Stock Exchange on T+1 from the Issue Closing Date. Further, the Registrar to the Issue shall provide the file containing the Applications details received from the Designated Stock Exchange to all the SCSBs within one (1) Working Day following the Issue Closing Date.
- 4.14. Without prejudice to the responsibilities of the Registrar to perform duties and obligations under the Registrar Agreement dated March 18, 2024 between the Company and the Registrar to the Issue; the Registrar to the Issue



shall be responsible and liable for any failure to perform its duties and responsibilities as set out in the Registrar Agreement.

- 4.15. The Registrar Will Provide the Allotment File within 15 calendar days from issue opening date.
- 4.16. The Registrar shall ensure full reconciliation of collections in the Public Issue Accounts with the information and data available with them. The Registrar to the Issue, shall provide a certificate to the Book Running Lead Manager and the Company confirming such reconciliation.

5. DUTIES AND RESPONSIBILITIES OF THE BOOK RUNNING LEAD MANAGER

- 5.1. Other than as expressly set forth in the Underwriting Agreement, regulations or any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of the Book Running Lead Manager to undertake any obligation or incur any liability in relation to the ASBA process.
- 5.2. The Parties hereto agree that the duties and responsibilities of the Book Running Lead Manager under this Agreement shall comprise the following:
- (i) The Book Running Lead Manager shall, along with the Registrar to the Issue, instruct the SCSB and the Sponsor Bank of the particulars of the monies to be transferred to the Public Issue Account;
 - (ii) On or after the Issue Closing Date, the Book Running Lead Manager shall, acting along with the Registrar, to the Issue intimate the Designated Date to the Banker to the Issue in accordance with Clause 3;
 - (iii) On receipt of information from the Company, the Book Running Lead Manager shall intimate in writing the date of the ROC Filing to the Banker to the Issue, Sponsor Bank and the Registrar, and
 - (iv) The Book Running Lead Manager will co-ordinate with all the concerned Parties to provide all necessary information as set out in this Clause.
- 5.3. Subject to the provisions of Clause 10 (Indemnity), the Book Running Lead Manager shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement provided that the Book Running Lead Manager shall, on issuing instructions in accordance with the above sub section above, be fully discharged of their duties and obligations under this Agreement.

6. DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE AND SPONSOR BANK

- 6.1. Other than as expressly set forth in the Regulations and any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of any of the Banker to the Issue and Sponsor Bank to comply with the applicable instructions in relation to the application money blocked under the ASBA process.
- 6.2. The Parties hereto agree that the duties and responsibilities of the Bankers to Issue and Sponsor Bank shall include, without limitation, the following:
- (i) The duties of the Banker to the Issue and Sponsor Bank are as expressly set out in this Agreement.
 - (ii) The Banker to the Issue and Sponsor Bank shall not exercise any lien over the monies deposited with them, and shall hold the monies therein for the beneficiaries;
 - (iii) The Banker to the Issue and Sponsor Bank shall maintain verifiable records of the bank schedules, and final certificates to the Registrar to the Issue;
- 6.3. Save and except for the terms and conditions of this Agreement, the Banker to the Issue and Sponsor Bank shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement to which they are not a party.



- 6.4. The Banker to the Issue and Sponsor Bank shall act upon any written instructions of (i) the Book Running Lead Manager intimating occurrence of the relevant events contemplated in Clause 3 of this Agreement and (ii) the Registrar to the Issue and the Book Running Lead Manager in relation to amounts to be transferred and/or refunded from the Public Issue Account. The Banker to the Issue and Sponsor Bank will be entitled to act on instructions received from the Book Running Lead Manager and/or the Registrar to the Issue through email, notwithstanding the fact that the signatures on email instructions cannot be authenticated.
- 6.5. The Banker to the Issue and Sponsor Bank shall act in good faith, in pursuance of the written instructions of, or information provided by, the Book Running Lead Manager, as the case may be. The Banker to the Issue shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement.
- 6.6. The Banker to the Issue and Sponsor Bank hereby represent that they and their Correspondent Bank(s), if any, have the necessary competence, facilities and infrastructure to act as Banker to the Issue and Sponsor Bank, as the case may be and discharge their duties and obligations under this Agreement.
- 6.7. The responsibility of the Banker to the Issue to release the amount lying in the Escrow Accounts under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such government authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of the Banker to the Issue and Sponsor Bank.
- 6.8. The Banker to the Issue shall take necessary steps to ensure closure of the Escrow Accounts once receipt of account closure request from the company and all monies are transferred into the Company's bank account and the Refund Account, as the case maybe.
- 6.9. The Sponsor Bank hereby agrees and confirms that it shall provide the investors UPI linked bank account details to the Registrar to the Issue for purpose of reconciliation. The Sponsor Bank undertakes to initiate a mandate request on the Retail Individual Investors i.e. request the Retail Individual Investors to authorize blocking of funds equivalent to application amount and subsequent debit of funds in case of allotment. Such mandate raised by the Sponsor Bank would be a one-time mandate for each application in the Issue. The Retail Individual Investors will fill all the details in the Application Form along with his/ her bank account linked UPI ID and keep/submit the Applications with the respective brokers as per the applicable guidelines.
- 6.10. Banker to the Issue and Sponsor Bank shall be liable to act strictly in accordance with the terms of this Agreement and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement.
- 6.11. All the Parties to this Agreement agree that Banker to the Issue and Sponsor Bank shall not be liable for any action or for the performance of its duties done in good faith as specified herein. No implied duties shall be read into the Agreement herein contained against Banker to the Issue and Banker to the Issue shall not be bound to act in any manner not expressly provided herein, or to act on any instructions that are in conflict with the provisions of this Agreement.
- 6.12. Banker to the Issue and Sponsor Bank undertakes to perform only such duties as are expressly set forth herein. The Banker to the Issue is neither aware of the contents of nor is a party to any other agreement executed between the other Parties to this Agreement.
- 6.13. Banker to the Issue and Sponsor Bank shall have no liability or duty to inquire as to the provisions of any agreement other than this Agreement. Banker to the Issue may rely upon and shall not be liable for acting or refraining from acting upon any written instructions believed by it to be genuine. The Banker to the Issue shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document or any document purported to have been signed by or on behalf of the other Parties.



- 6.14. Banker to the Issue and Sponsor Bank will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder. Banker to the Issue shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of its counsels, accountants or other skilled persons. In the event that Banker to the Issue shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action.
- 6.15. The duties and responsibilities of the Public Issue Bank shall be restricted to the terms of this Agreement only and the Public Issue Bank shall not be responsible for the performance or non-performance and the observance or non-observance of any contractual or any legal obligations by any other party.
- 6.16. The Public Issue Bank is not expected or required to be familiar with the provisions of any other agreement or documents, and shall not be charged with any responsibility or liability in connection with the observance of the provisions of any such other agreement.
- 6.17. None of the provisions of this Agreement shall require the Public Issue Bank to expend or risk its own funds or otherwise incur financial liability or expense in the performance of any of its duties hereunder.
- 6.18. The Public Issue Bank is hereby authorized to comply with and obey all orders, judgments, decrees or writs entered or issued by any court, and in the event the Public Issue Bank obeys or complies with any such order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to any other person or entity, by reason of such compliance, notwithstanding that it shall be determined that any such order, judgment, decree or writ be entered without jurisdiction or be invalid for any reason or be subsequently reversed, modified, annulled or vacated.
- 6.19. The Public Issue Bank may rely upon any notice or certificate believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person and not on its face contrary to any provision of this Agreement and the Public Issue Bank shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
- 6.20. This Agreement expressly sets forth all the duties of the Public Issue Bank with respect to any and all matters pertinent hereto. No implied duties or obligations shall be read into this Agreement against the Public Issue Bank.
- 6.21. Banker to the Issue and Sponsor Bank shall not be required to perform any of its obligations under the Agreement if such performance would result in Banker to the Issue being in breach of any law, regulation, ordinance, rule, directive, judgment, order or decree binding on Banker to the Issue.
- 6.22. Banker to the Issue and Sponsor Bank shall have no liability towards either of the said Parties for any loss or damage that the other Parties hereto may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof. In no event shall the Banker to the Issue be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Banker to the Issue's reasonable control or fix indirect, special or consequential damages.
- 6.23. None of the provisions of this Agreement shall require the Banker to the Issue and Sponsor Bank to expend or risk its own funds or otherwise incur financial liability or expense in the performance of any of its duties hereunder.
- 6.24. The Banker to the Issue and Sponsor Bank is hereby authorized to comply with and obey all statutory notices, notices issued by regulatory authority, orders, judgments, decrees or writs entered or issued by any court, and in the event the Escrow Collection Bank/Public Issue Bank/the Sponsor Bank/Refund Bank obeys or complies with any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to the parties to this agreement by reason of compliance, notwithstanding that



it shall subsequently (after such compliance) be determined that any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ is issued without jurisdiction or is invalid for any reason or is subsequently (after such compliance) reversed, modified, annulled or vacated.

- 6.25. The Banker to the Issue and Sponsor Bank may rely upon any notice or certificate believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person and not on its face contrary to any provision of this Agreement and the Banker to the Issue shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
- 6.26. It is expressly agreed by and between the Parties hereto that the Company shall bear and pay upfront all the costs, charges and expenses including the fees of the Banker to the Issue's and Sponsor Bank advocate/s that may be incurred by Banker to the Issue on account of any litigation arising out of or in connection with this Agreement and Banker to the Issue shall not be required or liable to bear or pay any such costs and expenses. In the event Banker to the Issue, without prejudice to its rights herein, happens to incur any such costs, charges and expenses (including fees of AXIS Bank's advocate/s), the same shall be reimbursed by the Company to Banker to the Issue immediately upon demand from Banker to the Issue.
- 6.27. Any act to be done by the Banker to the Issue and Sponsor Bank shall be done only on a Working Day, during normal banking business hours, and in the event that any day on which the Banker to the Issue is required to do an act under the terms of this Agreement is not a Working Day, then the Banker to the Issue shall do those acts on the next succeeding Working Day.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

7.1. The Company agrees to the following:

- (i) the Company shall use its best efforts to ensure that the Registrar to the Issue addresses all investor complaints or grievances arising out of any Application;
- (ii) the Company and the Registrar to the Issue shall comply with the terms of this Agreement, the Prospectus, the SEBI regulations, FEMA and all rules, regulations and guidelines issued there under and any other applicable law, rules, regulations or guidelines and all directives or instructions issued by SEBI or any other regulatory authority in connection with the Issue. The Company shall be responsible and liable for any failure on its part to perform duties as set out in this Agreement.
- (iii) the Company shall file the Red Herring Prospectus / Prospectus with the RoC as soon as practicable and intimate the Book Running Lead Manager of the RoC filing immediately thereafter.---
- (iv) The Company shall provide all the details as required and necessary for opening and operating the Escrow Accounts.

7.2. The Company shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement.

8. TIME IS OF THE ESSENCE

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

9. REPRESENTATIONS AND WARRANTIES AND COVENANTS

9.1. The Company represents, warrants, undertakes and covenants to the Banker to the Issue, the Sponsor Bank, the Book Running Lead Manager and the Registrar to the Issue that:



- (i) this Agreement constitutes a valid, legal and binding obligation of the Company; and is enforceable against the Company in accordance with the terms hereof;
- (ii) the execution, delivery and performance of this Agreement and any other document related hereto by the Company has been duly authorized and does not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority of the Company, (b) the organizational documents of the Company, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;
- (iii) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created or exist over the monies deposited therein; and
- (iv) the Company shall not have recourse to any proceeds of the Issue, including any amounts in the Public Issue Account, until the final listing and trading approvals from the Designated Stock Exchange have been obtained.

9.2. The Banker to the Issue, the Sponsor Bank, the Book Running Lead Manager, and the Registrar to the Issue represents, warrants, undertakes and covenants (severally and not jointly) to each other and to the Company that:

- (i) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- (ii) the execution, delivery and performance of this Agreement and any other document related thereto by such Party has been duly authorized and does not and will not contravene (a) any applicable law, regulation, judgment, decree or order of any governmental authority, (b) the organizational documents of such Party, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets; and
- (iii) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance shall be created by it over the Public Issue Account or the monies deposited therein, other than as specified in this Agreement.

9.3. The Banker to the Issue and the Sponsor Bank, severally represent, warrant, undertake and covenant to the Book Running Lead Manager, Registrar to the issue and the Company that SEBI has granted such Banker to the Issue and the Sponsor Bank, a certificate of registration to act as Banker to the Issue and the Sponsor Bank, in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations 1994 and 2018 Circular (as amended from time to time), and such certificate is, and until completion of the Issue, will be, valid and in existence, and that it is, and until completion of this Issue, will be, entitled to carry on business as Banker to the Issue and the Sponsor Bank, under all applicable laws. The Banker to the Issue hereby represents that it and its Correspondent Bank(s), if any, have the necessary competence, facilities and infrastructure to act as Banker to the Issue, as applicable, and discharge their duties and obligations under this Agreement.

9.4. The Book Running Lead Manager severally represents, warrants, undertakes and covenants to the Banker to the Issue, the Sponsor Bank, the Registrar to the Issue and the Company that SEBI has granted such Book Running Lead Manager, a certificate of registration to act as a Merchant Banker under SEBI (Merchant Bankers) Regulations, 1992, and such certificate shall be valid and in existence under applicable laws until completion of the Issue.

9.5. The Book Running Lead Manager further represents and warrants to the Banker to the Issue, the Sponsor Bank, the Registrar to the Issue and the Company that it has the necessary competence, facilities and infrastructure to act as a Merchant Banker in terms of SEBI ICDR Regulations, as amended and discharge its duties and obligations under this Agreement.

9.6. The Registrar to the Issue represents, warrants, undertakes and covenants to the Banker to the Issue, the Sponsor Bank, the Book Running Lead Manager and the Company that SEBI has granted such Registrar a certificate of registration to act as Registrar to the Issue under SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended, and such certificate shall be valid and in existence under applicable laws until completion of the Issue.



- 9.7. The Registrar to the Issue further represents and warrants to the Banker to the Issue, the Sponsor Bank, the Book Running Lead Manager and the Company that it has the necessary competence, facilities and infrastructure to act as the Registrar to the Issue and discharge its duties and obligations under this Agreement.

10. INDEMNITY

- 10.1. The Registrar to the Issue shall hereby unconditionally and irrevocably undertake to indemnify and hold harmless the Banker to the Issue, the Sponsor Bank and other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar to the Issue in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue, including, without limitation, any loss that the Banker to the Issue and/or the Sponsor Bank may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to the Issue to unblock the ASBA accounts maintained with SCSBs or UPI accounts of RII, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory authority or court of law.
- 10.2. The Company shall hereby unconditionally and irrevocably undertake to indemnify and hold harmless Banker to the Issue, the Sponsor Bank and the other Parties, including their respective directors, officers, employees, Affiliates and the directors, officers, employees of such Affiliate hereto, from and against any and all claims, actions, cause of actions, suits, lawsuits, demands, damages, costs, claims for fees, charges and expenses (including interest, penalties, attorney's fees, accounting fees, investigation costs, and losses arising from difference or fluctuation in exchange rates of currencies) relating to or resulting from any failure by the Company in performing its responsibilities under this Agreement, including against any fine or penalty imposed by SEBI or any other regulatory authority arising out of default directly attributable to a wilful act or omission by the Company. The Banker to the Issue and Sponsor Bank shall intimate the Company of any claim within a reasonable period of time.
- 10.3. The Parties acknowledge that the foregoing indemnities shall survive the resignation or replacement of the Banker to the Issue and/or Sponsor Bank on the termination of this Agreement.
- 10.4. In the event the written instructions to the Banker to the Issue and/or the Sponsor Bank by the Book Running Lead Manager and/or the Company are communicated through electronic mail ('e-mail')/ facsimile, the Banker to the Issue and/or the Sponsor Bank shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis. The Company hereby agree to indemnify and keep indemnified the Banker to the Issue and/or the Sponsor Bank and saved harmless from all claims, losses, damages, costs including legal expenses which the Escrow Bank may incur or suffer on account of accepting written instructions as stated above and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the instructions given or deemed to have been given or purportedly given by or on behalf of the Book Running Lead Manager and/or the Company.

11. TERM AND TERMINATION

11.1. Term

- 11.1.1. Subject to the termination of this Agreement in accordance with Clause 11.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, the Sponsor Bank and the Refund Bank.
- 11.1.2. In case of the completion of the Issue, when the reconciled amounts are transferred to the Public Issue Account from SCSBs and the Sponsor Bank, the Registrar to the Issue in co-ordination with the Banker to

