भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536746

Tran ID: 24011055709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskararao

R/o: Hyd

For Whom: NOVA AgriTech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No. 16-0?-010/2015
R.L.No. 16-05-0?0/2024
12-13-677/?, ? S.R. Sai Surabhi Residency,
Nagarjunanagar, Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

"This stamp paper forms an integral part of the Share Escrow Agreement dated January 12, 2024, executed amongst Nova Agritech Limited, Nutalapati Venkatasubbarao and Bigshare Services Private Limited."

भारतीय गैर न्यायिक

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भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536745

Tran ID: 24011055709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskara rao

R/o: Hyd

For Whom: NOVA Agritech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-[illegible]/2015
R.L.No: 16-05-[illegible]/2024
12-13-677/[illegible], Sai [illegible] Residency,
Nagarjunanagar, Tarnaka
SECUNDERABAD-500 017
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भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536744

Tran ID: 24011015570999 8352
Date: 10/01/2024
Purchase By: Tadela Kumar
S/o.D/o.W/o: Tadela Bhaskara rao
R/o: HYd
For Whom: NOVA Agri Tech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-05-010/2015
R.L.No. 16-05-030/2024
12-13-677/F, G & H, Surabhi Residency,
Nagarjuna Nagar, Tarnaka
SECUNDERABAD-500 017
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रु. 100

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भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536743

Tran ID: 24011015570999835 2

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskara rao

R/o: Hxd

For Whom: NOVA Agri Tech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-[illegible]/2015
R.L.No: 16-05-[illegible]/2024
12-13-677/F, [illegible], Sai [illegible] Residency,
Naga[illegible], Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

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भारतीय गैर न्यायिक

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Rs. 100

रु. 100

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सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536742

Tran ID: 240110155709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.~~D/o.~~W/o: Tadela Bhaskararao

R/o: Hyd

For Whom: NOVA Agritech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-0[illegible]/2015
R.L.No: 16-05-[illegible]/2024
12-13-677/F, G & H, Sai [illegible] Residency,
Nagarjuna [illegible] Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

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Rs. 100

रु. 100

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भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536741

Tran ID: 24011015570999835 2

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskara rao

R/o: Hyd

For Whom: NOVA AgriTech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-05-.../2015
R.L.No: 16-05-.../2024
12-13-677/F, ..., Sai Subbhi Residency,
Nagarjuna Nagar, Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

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एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536740

Tran ID: 240110155709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskara rao

R/o: Hyd

For Whom: NOVA Agri Tech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-05-01_/2015
R.L.No: 16-05-_30/2024
12-13-677/_, Sai Surabhi Residency,
Nagar_, Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536739

Tran ID: 240110155709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/o.W/o: Tadela Bhaskara rao

R/o: HYd

For Whom: NOVA AgriTech Limited

SHAIK SHAHINAJ BEGUM
Licensed Stamp Vendor
L. No: 16-[illegible]/2015
R.L.No: 16-[illegible]/2024
12-13-677/[illegible], Sai Saraswati Residency,
Naga[illegible]nagar, Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

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एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

BC 536738

Tran ID: 240110155709998352

Date: 10/01/2024

Purchase By: Tadela Kumar

S/o.D/~~o.W/o~~: Tadela Bhaskararao

R/o: Hyd

For Whom: NOVA Agritech Limited

SHAIK SHAHINAJ BEGUM
Licenced Stamp Vendor
L. No: 16-05-010/2015
R.L.No: 16-05-030/2024
12-13-677/F, G & H, Sai Surabhi Residency
Nagarjuna Nagar, Tarnaka
SECUNDERABAD-500 017
Phone.No: 9948241786

"This stamp paper forms an integral part of the Share Escrow Agreement dated January 12, 2024, executed amongst Nova Agritech Limited, Nutalapati Venkatasubbarao and Bigshare Services Private Limited."

SHARE ESCROW AGREEMENT

DATED JANUARY 12, 2024

BY AND AMONG

NOVA AGRITECH LIMITED

AND

NUTALAPATI VENKATASUBBARAO

AND

BIGSHARE SERVICES PRIVATE LIMITED

TABLE OF CONTENTS

SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this "**Agreement**") is entered into on this 12th day of January, 2024 ("**Agreement Date**"), at Mumbai, India by and among:

1. **NOVA AGRITECH LIMITED,** a company incorporated under the laws of India and whose registered office is situated at Sy.No.251/A/1, Singannaguda Village, Mulugu Mandal, Siddipet, Medak, Telangana – 502279, India (the "**Company**");

2. **NUTALAPATI VENKATASUBBARAO**, an Individual, aged 38 years and currently residing at Flat No. 108, 1st Floor, Sri Gajanana Residency, NCL North, Kompally, Qutubullapur, Medchal-Malkajgiri, Telangana 500100, India (the "**Selling Shareholder**");

3. **BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the under the laws of India and having its office at Office No. S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai 400093, Maharashtra, India (the "**Registrar**" or "**Share Escrow Agent**" or "**Bigshare**").

In this Agreement, (i) the Selling Shareholder is referred to as the "**Selling Shareholder**"; and (ii) the Company, the Selling Shareholder and the Share Escrow Agent are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) The Company and the Selling Shareholder propose to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 11,200.00 lakhs (the "**Fresh Issue**") together with an offer for sale of upto 77,58,620 Equity Shares by the Selling Shareholder ("**Offered Shares**") through an offer for sale ("**Offer for Sale**", and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**ICDR Regulations**"), and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the ICDR Regulations, by the Company and the Selling Shareholder in consultation with the BRLMs (the "**Offer Price**"). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations and in "offshore transactions" as defined in, and in reliance on, Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (ii) outside India and the United States, in "offshore transactions" as defined in, and in reliance on, Regulation S and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made.

(B) The board of directors of the Company (**Board of Directors** or **Board**), pursuant to a resolution passed at its meeting held on February 27, 2023, have approved and authorised the Offer, and the shareholders of the Company pursuant to a special resolution dated March 01, 2023, in accordance with Section 62(1)(c) of the Companies Act, 2013 and the rules made thereunder (Companies Act) at the Extraordinary General Meeting of the shareholders of the Company, have approved and authorised the Fresh Issue.

(C) The Selling Shareholder has consented to participate in the offer, pursuant to the consent letter dated February 27, 2023, as more fully detailed in Schedule M.

(D) The Company and the Selling Shareholder have appointed Keynote Financial Services Limited and Bajaj Capital Limited (the "**Book Running Lead Managers**" or "**BRLMs**") to manage the Offer on an exclusive basis. The BRLMs have accepted the engagement in terms of the engagement letter dated May 26, 2022, subject to the terms and conditions set forth therein (the "**Engagement Letter**").

(E) The Company filed the Draft Red Herring Prospectus dated March 03, 2023, with the Securities and Exchange Board of India ("**SEBI**"), National Stock Exchange of India Limited ("**NSE**") and BSE Limited ("**BSE"**, together with **NSE**, "the **Stock Exchanges**") for review and comments, in accordance with the ICDR Regulations, in connection with the Offer ("**Draft Red Herring Prospectus**"). After incorporating the comments and observations of the SEBI and the Stock Exchanges, the Company proposes to file a red herring prospectus ("**Red Herring Prospectus**") and thereafter will file the prospectus ("**Prospectus**") with the Registrar of Companies, Hyderabad at Telangana (the "**RoC**") in relation to the Offer with the RoC in accordance with the Companies Act and subsequently with SEBI and the Stock Exchanges in accordance with the ICDR Regulations.

(F) The Company has received in-principle approvals from the BSE Limited and National Stock Exchange of India Limited (together, the "**Stock Exchanges**") respectively for the listing of the Equity Shares pursuant to their letters, each of which is dated June 01, 2023 and May 31, 2023, respectively.

(G) Pursuant to an agreement dated February 28, 2023, the Company and the Selling Shareholder have appointed Bigshare Services Private Limited as the Registrar to the Offer ("**Registrar Agreement**").

(H) Subject to the terms of this Agreement, the Selling Shareholder have agreed to authorize Bigshare to act as the Share Escrow Agent and deposit the Offered Shares, as specified in **Schedule C**, in the Escrow Demat Account (as defined herein below) which will be opened by Bigshare with the Depository Participant. Subject to the terms of this Agreement the Offered Shares are proposed to be credited to the demat account(s) of the Allottees (i) for the successful Bidders (other than Anchor Investors), in terms of the Basis of Allotment finalized by the Company and the Selling Shareholder in consultation with the BRLMs and BSE which is the designated stock exchange for the Offer (the "**Designated Stock Exchange**"), and (ii) for the Anchor Investors, on a discretionary basis, as determined by the Company and the Selling Shareholder, in consultation with the BRLMs (such Offered Shares, which are transferred to the successful Bidders are hereinafter referred to as the "**Final Sold Shares**").

(I) Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account (as defined herein below) and Transfer the Final Sold Shares pursuant to the Offer to the

Allottees and to credit any remaining unsold Offered Shares ("**Unsold Shares**") back to the Selling Shareholder's Demat Account (as defined herein below) as set forth in **Schedule K**.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, agreements and covenants contained 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 PRINCIPLES OF INTERPRETATION

1.1 Definitions

All capitalised terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meaning assigned to them in the Offer Documents (as defined herein), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy. In addition to the terms defined in the introduction to this Agreement, whenever used in this Agreement, the following words and terms shall have the meanings set forth below:

"**Affiliate**" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company" and "subsidiary" have the meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, the Promoter, members of the Promoter Group, and Group Companies are deemed to be Affiliates of the Company. The terms **"Promoter", "Promoter Group"** and "**Group Companies**" shall have the same meaning set forth in the Offer Documents. For the avoidance of doubt, any reference in this Agreement to Affiliates includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable;

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

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

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

"**Applicable Law**" mean any applicable law, bye-law, rule, regulation, guideline, directions, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), guidance, order, judgment or decree of any court, tribunal or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the SCRA, the SCRR, the Companies Act, 2013, the U.S. Securities Act (including the rules and regulations promulgated thereunder), the U.S. Securities Exchange Act of 1934, as amended (including the rules and regulations promulgated thereunder), the ICDR Regulations, the SEBI Listing Regulations, the Foreign Exchange Management Act, 1999 and the respective rules, notifications, circulations, directions and regulations thereunder (as applicable), the consolidated foreign direct investment policy and the guidelines, instructions, rules, directions, notifications, communications, orders, press notes, notices, circulars and regulations issued by Department for Promotion of Industry and Internal Trade and the Government of India, the Registrar of Companies, SEBI, the RBI the Stock Exchanges or by any other governmental, statutory or regulatory authority or any court or tribunal and similar applicable enactments, laws, rules, regulations, orders, guidelines and directions, each as amended from time to time in force and in other jurisdictions where the Company Entities operate and where there is any invitation, offer or sale of the Equity Shares in the Offer;

"**Arbitration Act**" shall have the meaning given to such term in Clause 10.5.1 of this Agreement;

"**Basis of Allotment**" shall mean the basis on which the Equity Shares will be Allotted to successful Bidders under the Offer;

"**Bid cum Application Form**" shall mean Anchor Investor Application Form or the ASBA Form, as the context requires;

"**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 ASBA Bidder and an Anchor Investor;

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

"**BRLMs**" or "**Book Running Lead Managers**" shall have the meaning given to such term in Recital D of this Agreement;

"**BSE**" shall mean BSE Limited;

"**CDSL**" means Central Depository Services (India) Limited;

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

"**Companies Act**" shall mean the Companies Act, 2013, and the rules, regulations, notifications and clarifications made thereunder, to the extent notified;

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

"**Confidential Information**" shall have the meaning assigned to the said term in Clause 10.11.1 of this Agreement;

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

"**Corporate Action Requisition Form**" shall mean the instructions duly signed by the Company, in the format as provided by the Share Escrow Agent (procured from the Depository), along with supporting documentation from the list provided in **Schedule A**, as applicable, at the time of respective Transfer authorizing the Depository(ies) to debit the Final Sold Shares from the Escrow Demat Account and credit the same to the demat account(s) of the Allottees in relation to the Offer;

"**Deposit Date**" shall mean the date on or prior to which the Selling Shareholder shall debit the Offered Shares from the Selling Shareholder's Demat Account and credit the same to the Escrow Demat Account, which shall be not later than two (2) Working Days prior to the filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed among the Company, the Selling Shareholder and the BRLMs.

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

"**Depository Participant**" shall mean the depository participant within the meaning of the Depositories Act, 1996, as amended, who have agreements with the Depositories under Section 4(1) of the Depositories Act, 1996, and with whom the Registrar shall enter into agreements under Section 5 of the Depositories Act, 1996 for and on behalf of the Selling Shareholder;

"Designated Stock Exchange" shall mean BSE

"**Dispute**" shall have the meaning given to such term in Clause 10.5.1 of this Agreement;

"**Disputing Parties**" shall have the meaning given to such term in Clause 10.5.1 of this Agreement;

"**Draft Red Herring Prospectus**" shall have the meaning given to such term in Recital E of this Agreement;

"**Engagement Letter**" shall have the meaning given to such term in Recital D of this Agreement;

"**Equity Shares**" shall have the meaning given to such term in Recital A of this Agreement;

"**Escrow Demat Account**" shall mean the common dematerialized account to be opened by the Share Escrow Agent with the Depository Participant to keep the Offered Shares in escrow, in terms of this Agreement, details of which are set forth in Schedule 1;

"**Event of Failure**" shall mean the occurrence of one or more of the following events:

(a) The Bid/Offer Opening Date not taking place for any reason;

(b) In the event the Red Herring Prospectus is not filed with the RoC within ten Working Days of credit of the Offered Shares by the Selling Shareholder to the Escrow Demat Account;

(c) Any event due to which the process of bidding or the acceptance of Bids cannot start on the Bid/Offer Opening Date, or any other revised date mutually agreed between the Parties, for any reason;

(d) The Offer shall have become illegal or non-compliant with Applicable Law, or, shall have been injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable including or pursuant to any Applicable Law or any order or direction passed by any Governmental Authority having requisite authority and jurisdiction over the Offer;

(e) In accordance with Regulation 49(1) of the ICDR Regulations, if the minimum number of Allottees to whom Equity Shares are Allotted is less than 1,000;

(f) Non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Laws or at all, including, a refusal by a Stock Exchange to grant the listing and trading approval;

(g) Failure to enter into the Underwriting Agreement on or prior to the RoC Filing, unless extended by the BRLMs, the Company and the Selling Shareholder, or the Underwriting Agreement (after its execution) or the Offer Agreement or the Engagement Letter being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, non-compliant with Applicable Law or, if its performance has been prevented by SEBI, Governmental Authority, any court or other judicial, statutory or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account in accordance with the terms of the Agreement;

(h) There is failure to comply with the requirements of (i) the minimum subscription of 90% of the Fresh Issue; and (ii) allotment of at least such number of Equity Shares in the Offer as prescribed under Rule 19(2)(b) of the SCRR;

(i) Declaration of the intention of the Company and the Selling Shareholder, in consultation with the BRLMs, to abandon and/or withdraw and/or cancel the Offer at any time including after the Bid/Offer Opening Date, in accordance with Applicable Laws; or

(j) Such other event as may be mutually agreed upon among the Company, Selling Shareholder and the BRLMs.

"**Fresh Issue**" shall have the meaning given to such term in Recital A of this Agreement;

"**Final Sold Shares**" shall have the meaning assigned to the said term in Recital H;

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

"**Indemnified Person(s)**" shall have the meaning given to such term in Clause 7.1;

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

"**NSDL**" means National Securities Depository Limited;

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

"**Offer Agreement**" shall mean the Offer Agreement dated February 28, 2023, entered into among our Company, the Selling Shareholder and the BRLMs;

"**Offer Documents**" shall mean the Draft Red Herring prospectus, Red Herring Prospectus and the Prospectus to be filed with SEBI, the Stock Exchanges, and the Registrar of Companies, as applicable, together with all preliminary or final international supplemental/wraps to such offering documents, the Bid cum Application Form including the abridged prospectus, and any amendments, supplements, notices, corrections or corrigenda thereto;

"**Offered Shares**" shall have the meaning assigned to the said term in Recital A;

"**Offer for Sale**" shall have the meaning assigned to the said term in Recital A;

"**RBI**" shall mean the Reserve Bank of India;

"**RoC Filing**" shall mean the date on which the Prospectus is filed with the RoC, in accordance with Applicable Law;

"**SEBI**" shall have the meaning given to such term in Recital E of this Agreement;

"**ICDR Regulations**" shall have the meaning given to such term in Recital A of this Agreement;

"**Selling Shareholder**" shall have the meaning given to such terms in the Preamble;

"**Selling Shareholder's Demat Account**" shall mean the demat account of the Selling Shareholder, as set out in **Schedule J**, from which such shares will be originally credited to the Escrow Demat Account, in accordance with this Agreement;

"**Selling Shareholder's Share Escrow Failure Notice**" shall have the meaning assigned to the said term in Clause 5.3 of the Agreement;

"**Share Escrow Agent**" shall have the meaning assigned to the said term in Clause 2.1 of this Agreement and the Preamble;

"**Share Escrow Failure Notice**" shall have the meaning assigned to the said term in Clause 5.3 of the Agreement;

"**Stock Exchanges**" shall have the meaning given to such term in Recital E of this Agreement;

"**Third Party**" shall mean any person other than the Parties;

"**Transfer**" shall mean any "**transfer**" of the Offered Shares and the voting interests of the Selling Shareholder therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion, bequeath or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for a value; (iii) the granting of any interest, lien, pledge/mortgage, encumbrance, hypothecation or charge in or extending or attaching to the Offered Shares or any interest therein;

"Underwriting Agreement" means the agreement to be entered into between the Underwriters, our Company and the Selling Shareholder, entered into on or after the Pricing Date but prior to filing of the Prospectus with the RoC.

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

"**Unsold Shares**" shall have the meaning given to such term in Recital I of this Agreement;

"**UPI Circulars**" shall mean the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no.

SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent that such circulars pertain to the UPI Mechanism), SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (to the extent applicable to the Offer) along with the circular issued by the NSE having reference no. 25/2022 dated August 3, 2022 and the notice issued by BSE having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard;

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

"**Working Day**" shall mean all days on which commercial banks in Mumbai, India 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 and 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 in accordance with circulars issued by SEBI, including the UPI Circulars.

Interpretation

1. In this Agreement, unless the context otherwise requires:

(i) words denoting the singular number shall include the plural and vice versa;

(ii) headings, subheadings, titles, subtitles to clauses, sub-clauses, paragraphs and bold typeface are for information only and shall not form part of the operative provisions of this Agreement or the schedules hereto and shall be ignored in construing the same;

(iii) references to the words "include" or "including" shall be construed without limitation unless the context otherwise requires or unless otherwise specified;

(iv) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;

(v) references to a "person" shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;

(vi) references to statutes or statutory provisions include such statutes or statutory provisions and any orders, rules, regulations, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;

(vii) references to a number of days, months and years shall mean such number of calendar days, calendar months and calendar years, respectively, unless otherwise requires. 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;

(viii) any reference to any date or time in this Agreement shall be construed to be references to the date and time in India;

(ix) any reference to "knowledge" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person after due consideration and enquiry;

(x) Any reference to "writing" shall include printing, typing, lithography, transmissions in electronic form (including email) and other means of reproducing words in visible form but shall exclude text messages via mobile phones;

(xi) No provisions shall be interpreted in favour of, or against, a Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

(xii) Any consent required to be provided by any Party shall mean the prior written consent of such Party, as the case may be, unless expressly provided otherwise;

(xiii) references to a clause, paragraph or schedule is, unless indicated to the contrary, a reference to a clause, paragraph or schedule of this Agreement; and

(xiv) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2 The Parties acknowledge and agree that the Schedules attached hereto, form an integral part of this Agreement.

1.3 Notwithstanding anything stated herein and/or in any other agreement, all rights and obligations of each of the Parties hereunder and the representations, warranties, undertakings and covenants provided by each of the Parties shall be several and not joint or joint and several and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

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

2.1 The Company and the Selling Shareholder in consultation with the Book Running Lead Managers, severally and not jointly, hereby appoint Bigshare Services Private Limited to act as the share escrow agent ("**Share Escrow Agent**") under this Agreement to open and operate the Escrow Demat Account, and Bigshare Services Private Limited hereby accepts such appointment on the terms and conditions set forth herein.

2.2 The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company and the Selling Shareholder immediately upon execution of this Agreement and open the Escrow Demat Account within one (1) Working Day from the date of this Agreement but in any event prior to the Deposit Date for the Selling Shareholder to comply with Clause 3.1 of this Agreement and confirm the details of the opening of such Escrow Demat Account to other Parties in accordance with Clause 2.3. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.

2.3 Immediately, on opening of the Escrow Demat Account, the Share Escrow Agent shall send a written intimation to the Selling Shareholder and the Company (with a copy to the BRLMs) confirming the opening of the Escrow Demat Account in the form set forth in **Schedule B**. Such written intimation shall be sent in accordance with Clause 10.1, such that it is received on the day the Escrow Demat Account is opened.

2.4 All costs, fees and expenses with respect to opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be shared among the Company and the Selling Shareholder, in accordance with the Offer Agreement.

2.5 Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Share Escrow Agent will pay the applicable GST to the applicable Governmental Authority and file periodic returns / statements, within such time and manner as prescribed under the GST under the Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholder, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent.

2.6 The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. The Selling Shareholder agree, to do all such acts and deeds as may be requested by the Company to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

3.1 Upon receipt of confirmation of opening of the Escrow Demat Account, in accordance with Clause 2.3, and on or before the Deposit Date, the Selling Shareholder agrees to debit his portion of the Offered Shares from the Selling Shareholder's Demat Account and credit the same to the Escrow Demat Account. The Share Escrow Agent shall provide a written confirmation on the credit of the Offered Shares to the Escrow Demat Account along with a transaction statement to the Selling Shareholder, the Company and the BRLMs in the form set forth in **Schedule C**, on the same day and immediately upon credit of such Offered Shares to the Escrow Demat Account. It is hereby clarified that the above-mentioned debit of the Offered Shares from the Selling Shareholder's Demat Account and the credit of such Offered Shares into the Escrow Demat Account shall not be construed as or deemed to be a Transfer by the Selling Shareholder in favour of the Share Escrow Agent and/or any other person and the Selling Shareholder shall continue to enjoy all the legal and beneficial rights attached to the Offered Shares. The Share Escrow Agent hereby agrees and undertakes to hold such Offered Shares credited to the Escrow Demat Account in escrow for and on behalf of and in trust for the Selling Shareholder in accordance with the terms of this Agreement and the Parties shall not, instruct the Depositories to recognize any Transfer of such Offered Shares which is not in accordance with the terms of this Agreement.

3.2 The Selling Shareholder undertake to retain his Offered Shares in the Escrow Demat Account in accordance with the terms of this Agreement. Provided however that the Parties agree and acknowledge that in the event the Bid/Offer Opening Date does not occur within ten (10) Working Days of credit of the Offered Shares to the Escrow Demat Account or such other extended date as may be mutually agreed upon between the Company, the Selling Shareholder and the BRLMs ("**Offer Opening Period**"), the Share Escrow Agent or any new share escrow agent appointed pursuant to Clause 8.4, shall immediately, upon receipt of instructions from the Company in writing in a form as set out in **Schedule D** (which shall be issued by the Company within one (1) Working Day of expiry of the Offer Opening Period), debit the Offered Shares from the Escrow Demat Account or any new share escrow account opened pursuant to Clause 8.4 and credit the Offered Shares back to the Selling Shareholder's Demat Account within one Working Day pursuant to this Clause 3.2. Once the Offered Shares are credited back to the Selling Shareholder's Demat Account, and if the Company and the Selling Shareholder in consultation with the BRLMs, jointly and not severally, subsequently decide to open the Offer, and a new Deposit Date is determined, the Selling Shareholder shall debit the Offered Shares from the Selling Shareholder's Demat Account and credit such Offered Shares to the Escrow Demat Account again on or before such new Deposit Date or as mutually agreed between the Company and the Selling Shareholder, in consultation with the BRLMs.

3.3 Subject to, and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account the Offered Shares and shall release the Final Sold Shares to the Allottees, in the manner provided in this Agreement. The Share Escrow Agent shall release and credit back to the Selling Shareholder's Demat Account, the Unsold Shares (a) upon completion of the Offer, in the manner provided in Clause 5.2 of this Agreement, (b) upon occurrence of an Event of Failure, in the manner provided in Clauses 5.3 to 5.7 of this Agreement, (c) if the Bid/Offer Opening Date does not occur within Offer Opening Period, in accordance with Clause 3.2 above; or (d) upon occurrence of any other event as may be contemplated under this

Agreement. The Selling Shareholder agrees and undertakes to retain the Offered Shares in the Escrow Demat Account until completion of the events described in Clause 5.

4. OWNERSHIP OF THE OFFERED SHARES

4.1 The Parties agree that during the period that the respective portion of the Offered Shares are held in escrow in the Escrow Demat Account, any dividend declared or paid on the Offered Shares shall be to the credit of the Selling Shareholder, to the extent of his Offered Shares. Further, if such dividend is declared or paid, it shall be released by the Company into their bank account(s) notified in writing by the Selling Shareholder. In addition, the respective portion of the Offered Shares are credited to the demat account of the Allottees on the Closing Date, the Selling Shareholder shall continue to be, the beneficial owner of his portion of the Offered Shares and exercise, his rights in relation to such Offered Shares, including, without limitation, the voting rights attached to such Offered Shares and enjoy any related benefits. The Parties agree that during the period that the Offered Shares are held in the Escrow Demat Account, the Selling Shareholder shall be entitled to give any instructions in respect of any corporate actions in relation to the Offered Shares, such as voting in any Shareholder's meeting until the Closing Date (not creating a Lien on the Offered Shares or being in the nature of a Transfer, except pursuant to the Offer in accordance with the Red Herring Prospectus, Prospectus and this Agreement), as beneficial holder of his portion of the Offered Shares. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholder pursuant to Clause 5 and Clause 9 of this Agreement, the Selling Shareholder shall continue to be the beneficial owner of the Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by the Selling Shareholder. Notwithstanding the aforesaid, and without any liability on the Selling Shareholder, the Allottees of the Final Sold Shares shall be entitled to dividends and other corporate benefits attached to the Final Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law and such Final Sold Shares shall rank *pari-passu* to Equity Shares of the Company.

4.2 The Share Escrow Agent hereby agrees and confirms that it shall have no beneficial rights and it shall not, at any time, claim to be entitled to or exercise any voting rights or control over or in respect of the Offered Shares other than as provided for in this Agreement. The Share Escrow Agent hereby agrees and undertakes that it shall not at any time, claim, be entitled to or exercise any voting rights or control over the Offered Shares and it shall not at any time, whether during a claim for breach of this Agreement or not, claim or be entitled to or exercise any voting rights, beneficial interest, or control over the Offered Shares.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

5.1 On or about the Closing Date:

(a) The Company shall provide a certified copy of the resolution of the Board of Directors and/or the IPO committee of the Board of Directors ("**IPO Committee**"), as the case may be, approving the Allotment, to the Share Escrow Agent, the Selling Shareholder and the BRLMs.

(b) The Company shall inform the Selling Shareholder and, the Share Escrow Agent (with a copy to the BRLMs) in writing of the issuance of the Corporate Action Requisition Form to the Depositories to debit the Final Sold Shares from the Escrow Demat Account and credit such Final Sold Shares to the demat account of the Allottees in relation to the Offer in the format provided in **Schedule E** along with a copy of the Corporate Action Requisition Form. The Company shall issue instructions, in writing, to the Depositories and the Share Escrow Agent (with a copy to the Selling Shareholder and the BRLMs) for the crediting of the Final Sold Shares to the respective demat account of the Allottees pursuant to the Offer, in the format provided in **Schedule F**.

5.2 Upon receipt of the instructions, as stated in Clause 5.1(b) from the Company and after duly verifying that the Corporate Action Requisition Form is complete in all respects, the Share Escrow Agent shall ensure debit of the Final Sold Shares from the Escrow Demat Account and credit of the Final Sold Shares to the respective demat account of the Allottees in relation to the Offer, in terms of the Corporate Action Requisition Form within the time period as specified in the Red Herring Prospectus, the Prospectus and as prescribed under Applicable Law and shall release and credit back to the Selling Shareholder's Demat Account, any Unsold Shares remaining to the credit of the Escrow Demat Account within one (1) Working Day of the completion of transfer of the Final Sold Shares to the demat account of the Allottees. The Share Escrow Agent shall promptly intimate the Company and the BRLMs of the debit of the Final Sold Shares from the Escrow Demat Account and credit of the Final Sold Shares to the respective demat account of the Allottees, as provided above, in the format as set forth in **Schedule K.** It is clarified that upon (i) debit of the Final Sold Shares from the Escrow Demat Account and credit of such Final Sold Shares to the account of the Allottees, and (ii) the listing of the Equity Shares on the Stock Exchanges, the monies received from the Final Sold Shares, subject to deductions of Offer expenses and other applicable taxes (as per the Offer Agreement), will be transferred from the Public Offer Account to the Selling Shareholder, in accordance with the Cash Escrow and Sponsor Bank Agreement to be executed in relation to the Offer.

5.3 In the event of an occurrence of an Event of Failure, the Company shall immediately and not later than one (1) Working Day from the date of occurrence of such event, intimate the Selling Shareholder, and the Share Escrow Agent (with a copy to the BRLMs) in writing, in the form set out in **Schedule G** ("**Share Escrow Failure Notice**"). Provided, further, that upon the occurrence of an Event of Failure, if the Company fails to issue the Share Escrow Failure Notice pursuant to this Clause 5.3 within a period of 1 (one) Working Day from the date of occurrence of such Event of Failure, the Selling Shareholder shall be entitled to issue the Share Escrow Failure Notice (with a copy to the Company and the BRLMs) in the form set out in **Schedule H** ("**Selling Shareholder's Share Escrow Failure Notice**"). The Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, as the case may be, shall also indicate the credit of the Offered Shares back to the Selling Shareholder's Demat Account and also indicate if the Event of Failure has occurred before or after the Transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.

5.4 Upon receipt of a Share Escrow Failure Notice or a Selling Shareholder's Share Escrow Failure Notice, as the case may be, indicating the occurrence of an Event of Failure prior to the transfer of the Offered Shares to the demat account of the Allottees, (i) the Share Escrow Agent shall not Transfer any Offered Shares to any Allottee or any person other than to the Selling Shareholder's Demat Account, and (ii) within one (1) Working Day of receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, as the case may be pursuant to Clause 5.3, the Share Escrow Agent shall release and credit back the Offered Shares standing to the credit of the Escrow Demat Account immediately to the Selling Shareholder's Demat Account, provided however, that in case of any application money lying in the Anchor Escrow Account (in terms of the Cash Escrow and Sponsor Bank Agreement) or in case Bid Amounts have been transferred to the Public Offer Account, the Share Escrow Agent shall debit the Escrow Demat Account and credit back the Selling Shareholder's Demat Account with the Final Sold Shares simultaneously upon receiving intimation of refund of such moneys to the Bidders by the Company subject to Applicable Laws and procedures, along with the bank statements showing no balance in the Escrow Account and Public Offer Account.

5.5 Upon receipt of a Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice as stated in clause 5.3, as the case may be, indicating the occurrence of an Event of Failure after the Transfer of the Final Sold Shares to the Allottees, but prior to receipt of final listing and trading of the Equity Shares on the Stock Exchanges, the Share Escrow Agent, the Company and the Selling Shareholder, in consultation with the BRLMs, SEBI, Stock Exchanges, Depositories, as the case may be, shall take appropriate steps, for the reversal of credit of the Final Sold Shares, from the respective demat account of the Allottees back to the Escrow Demat Account within one (1) Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice. as the case may be, in accordance with the order / direction / guidance of SEBI / Stock Exchanges / Depositories and subject to Applicable Law.

5.6 Immediately upon the credit of any of the Final Sold Shares into the Escrow Demat Account in terms of Clause 5.5 of this Agreement, the Company shall instruct the Share Escrow Agent to, and the Share Escrow Agent shall immediately transfer all such Equity Shares constituting the Final Sold Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account. For the purposes of this Clause 5.6, it is clarified that the total number of the Final Sold Shares credited to the Selling Shareholder's Demat Account shall not be less than the number of Offered Shares originally credited to the Escrow Demat Account by the Selling Shareholder.

5.7 The Share Escrow Agent will ensure (in whatsoever manner possible) that the Selling Shareholder receive back the Offered Shares in accordance with Clause 5 of this Agreement.

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

6.1 The Share Escrow Agent represents, warrants, undertakes and covenants to the Company, the Selling Shareholder and the BRLMs that each of the following statements is accurate at the date of this Agreement and is deemed to be repeated on each date during the term of this Agreement by reference to the facts and circumstances then prevailing:

(a) it has been duly incorporated and is validly existing and is in good standing as a company under Applicable Law and further, that no adverse order, injunction or decree, restraining it from carrying out the activities set out in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding, and that no petition or application for the institution of any proceeding has been filed before any court or tribunal, and no steps have been taken for its bankruptcy, insolvency, dissolution, winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;

(b) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;

(c) this Agreement has been duly validly executed by it, and this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;

(d) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (i) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority (ii) its constitutional documents, or (iii) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;

(e) no mortgage, charge, pledge, Lien, trust, security interest or other encumbrance has been or shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein. The Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Share Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, liquidation or winding up proceedings;

(f) it shall hold the Offered Shares credited to the Escrow Demat Account, in escrow for and on behalf of, and in trust for, the Selling Shareholder in accordance with the terms of this Agreement and be kept separate and segregated from its general assets and represented so in its records and the Share Escrow Agent shall instruct the Depositories not to recognize any Transfer which is not in accordance with the terms of this Agreement;

(g) it is solvent; there is no adverse order or injunction or decree, restraining it to carry activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal for its bankruptcy/insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up.

As used herein, the term "solvent" means, with respect to an entity, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, or (iv) the entity does not have unreasonably small capital.

6.2 The Share Escrow Agent undertakes to the Company that it shall be solely responsible for the operation of the Escrow Demat Account and shall retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 above. In relation to the Escrow Demat Account, the Share Escrow Agent shall not act on any instructions contrary to the terms of this Agreement, of any person including the Company or the Selling Shareholder.

6.3 The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company, the Selling Shareholder, and the BRLMs in writing promptly if it becomes aware of any circumstance which would render any of the above statements to be untrue or inaccurate or misleading in any respect.

6.4 The Share Escrow Agent hereby agrees and undertakes to adhere to and implement all written instructions provided in accordance with the terms of this Agreement and exercise due diligence in implementation of such written instructions, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall be responsible to seek necessary instructions from the Company and the Selling Shareholder which shall be implemented by the Share Escrow Agent, in accordance with Applicable Law. The Share Escrow Agent shall provide to the Selling Shareholder, the Company and the BRLMs from time to time, statement of accounts, on a weekly basis or as and when requested by the Parties, in writing, until the closure of the Escrow Demat Account.

6.5 The Share Escrow Agent hereby acknowledges and shall ensure compliance with Applicable Law and shall ensure that the Escrow Demat Account shall not be operated in any manner and for any purpose other than as per this Agreement and under Applicable Laws.

6.6 The Share Escrow Agent hereby agrees and undertakes not to comply with any instructions which are not provided in accordance with the terms of this Agreement, including, without limitation, any instructions from the Company or the Selling Shareholder which are not provided in accordance with the terms of this Agreement, after due verification.

6.7 The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in whole or any part thereof, in the Red Herring Prospectus, the Prospectus and any other material prepared in connection with the Offer which are intended to be filed with the SEBI, RoC and the Stock Exchanges.

6.8 The Share Escrow Agent acknowledges that the Company may, severally and not jointly, be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations under the Share Escrow Agreement and the Share Escrow Agent agrees to indemnify the Company, severally and not jointly, for any such liabilities and/or losses.

7. INDEMNITY

7.1 The Share Escrow Agent hereby agrees to, and shall keep, the Company and the Selling Shareholder including its Affiliates, and their directors, management, representatives, managers, advisors, officers, employees, successors, intermediaries, permitted assigns and agents and any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person ("**Indemnified Person(s)**"), fully indemnified, at all times, from and against any claims, penalties, actions, liabilities, causes of action (probable or otherwise), unreasonable delay, suits, demands, writs, awards, judgements, proceedings, damages, claims for fees, costs, charges and expenses (including without limitation, interest, fines, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs), loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default committed by the Share Escrow Agent or losses, of whatsoever nature (including reputational) made, suffered or incurred including pursuant to any legal proceedings instituted or threatened against any Indemnified Person or any other person in relation to or resulting from or consequent upon or arising out of: (a) any delay or from any breach of any representation, warranty or undertaking of, or in performance of obligations and responsibilities by, the Share Escrow Agent, or (b) any act, omission, delay, breach, negligence, fraud, misconduct, bad faith or default of, or in performance of the duties, obligations and responsibilities by the Share Escrow Agent under this Agreement, including without limitation, in relation to any omission or failure to perform its duties, obligations and responsibilities under this Agreement. For the avoidance of doubt, it is hereby clarified that, the right of any Indemnified Person to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Person under Applicable Law or equity or otherwise, including any right for damages.

7.2 The Share Escrow Agent also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Schedule L** ("**Letter of Indemnity**") to the BRLMs, to indemnify the BRLMs for any and all losses, liabilities, claims, actions, costs and expenses, including attorney's fees and court costs arising out of a breach of the obligations, representations, warranties of the Share Escrow Agent under this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement with the requisite parties concerned for performing its services to the Company and the Selling Shareholder is sufficient consideration for issuing this Letter of Indemnity in favour of the BRLMs.

8. TERM AND TERMINATION

8.1 This Agreement shall be effective from the Agreement Date until termination pursuant to Clause 8.2 and Clause 8.4.

8.2 **Termination**

This Agreement shall automatically terminate upon the occurrence of the earlier of the following:

8.2.1 the completion of the events mentioned in Clause 5 herein above in accordance with the terms of the Offer Documents and Applicable Law;

8.2.2 on termination of the Offer Agreement, Engagement Letter or the Underwriting Agreement (if and when executed);

8.2.3 in the event of the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent having complied with all its obligations and undertakings under this Agreement (including those provided under Clause 5 of this Agreement). For the purpose of the Clause 8.2, it is clarified that, on occurrence of an Event of Failure, this Agreement shall be terminated as mutually decided between the Company, the Selling Shareholder and the Book Running Lead Managers, provided that the provisions of Clauses 5.3 to 5.7 shall survive such termination; or

8.2.4 the declaration or occurrence of any event or proceeding of bankruptcy, insolvency, winding up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by, the Share Escrow Agent. The Share Escrow Agent shall promptly issue a written notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.3 The provisions of Clause 5.3, Clause 5.4, Clause 5.5, Clause 5.6, Clause 5.7 (*Operation of the Escrow Demat Account*), Clause 6 (*Representations, warranties and obligations of the Share Escrow Agent),* Clause 7 *(Indemnity*), this Clause 8.3, Clause 9 (*Closure of the Escrow Demat Account*) and Clause 10 (*General*) of this Agreement shall survive the termination of this Agreement pursuant to Clauses 8.2 (*Termination*) and 8.4 of this Agreement.

8.4 This Agreement may be terminated immediately by the Company or the Selling Shareholder, in an event of willful default, bad faith, misconduct, negligence or commission of fraud by the Share Escrow Agent or breach by the Share Escrow Agent of its representations, obligations and undertakings under this Agreement. The Company and the Selling Shareholder, in their discretion, shall reserve a right to allow a period of two (2) Working Days to the Share Escrow Agent from the receipt of written notice of such breach from the Company or Selling Shareholder, during which the Share Escrow Agent, at its own cost, shall take all measures to immediately (and, in any case not later than two days of receipt of written notice of such breach from the Company or Selling Shareholder) rectify and make good such willful default, bad faith, misconduct, negligence or fraud or breach, failing which the Company or the Selling Shareholder may immediately terminate this Agreement. Such termination shall be operative only once in the event that the Company and the Selling Shareholder, appoint a substitute share escrow agent of equivalent standing, (within seven (7) Working Days of date of termination or such other period as may be determined by the Company and the Selling Shareholder) and such substitute share escrow agent agrees to terms, conditions and obligations similar to the provisions hereof. The share escrow agent shall without any limitation continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent and transfer any Offered Shares lying to the credit of the Share Escrow Demat Account in manner specified by the Company and the Selling Shareholder, as applicable. The substitute Share Escrow Agent shall enter into an agreement, substantially in the form and nature of this Agreement (including the execution and delivery of the letter of indemnity to the BRLMs substantially in the format set out in **Schedule L**), with the Company and the Selling Shareholder. Further, for the purposes of entering into such a mutual agreement, the Parties thereto shall not be under any obligation to be guided by the directions of the Share Escrow Agent.

8.5 The Share Escrow Agent shall promptly issue a notice to the Parties through any mode as specified under Clause 10.1 below, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.2.3 above, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.6 It is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the Selling Shareholder’s Demat Account, and the Escrow Demat Account has been duly closed.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

9.1 In the event of termination in accordance with Clause 8.2.1 or 8.2.2, the Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause 5 and shall send prior written intimation to the Company, the Selling Shareholder and the BRLMs relating to the closure of the Escrow Demat Account.

9.2 Notwithstanding Clause 9.1 above, in the event of termination of this Agreement pursuant to an occurrence of an Event of Failure, the Share Escrow Agent shall credit the Offered Shares which are lying to the credit of the Escrow Demat Account to the Selling Shareholder’s Demat Account in accordance with Clause 5 and shall take necessary steps to ensure closure of the Escrow Demat Account in accordance with Clause 9.1 above, unless the Company, the BRLMs and the Selling Shareholder have instructed it otherwise.

9.3 In the event of termination of this Agreement pursuant to Clause 8.2.3, the Share Escrow Agent shall immediately (and in any event within one (1) Working Day of such termination, unless the Offered Shares have been transferred earlier to the Selling Shareholder's Demat Account pursuant to this Agreement) transfer the Offered Shares which are lying to the credit of the Escrow Demat Account to the Selling Shareholder's Demat Account and close the Escrow Demat Account within two (2) Working Days of such termination in accordance with Applicable Laws.

9.4 In the event of termination of this Agreement pursuant to Clause 8.4, the Share Escrow Agent shall immediately and in any event within one (1) Working Day from the date of appointment of the substitute Share Escrow Agent, debit all the Offered Shares from the Escrow Demat Account and credit them to the share escrow demat account opened by the substitute share escrow agent.

9.5 Upon its debit and delivery of such Offered Shares which are lying to the credit of the Escrow Demat Account to successful Allottees and/or to the Selling Shareholder's Demat Account and closure of the Escrow Demat Account, as set out in Clause 9.1, 9.2 and 9.3 above, the Share Escrow Agent shall, subject to Clause 8.3, be released and discharged from any and all further obligations arising out of or in connection with this Agreement other than as set out in this Agreement or as required under Applicable Law. Provided that upon termination due to any event mentioned under Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and until the appointment of a substitute share escrow agent in accordance with Clause 8.4, in such event, the Share Escrow Agent shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.

10. GENERAL

10.1 Notices

All notices issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered: (a) if sent by registered post or recorded delivery when the registered post/ recorded delivery would, in the ordinary course of post, be delivered whether actually delivered or not; (b) if sent by courier service, (i) one (1) Working Day after deposit with an overnight courier if it is for inland delivery, and (ii) 5 (five) Working Days after deposit with an international courier if it is for overseas delivery; and (c) if sent by email/electronically at the addresses as specified below or sent to the e-mail address of the Parties respectively or such other addresses as each Party may notify in writing to the other.

If to the Company:

NOVA AGRITECH LIMITED
Sy.No.251/A/1, Singannaguda Village,

Mulugu Mandal, Siddipet, Medak,
Telangana – 502279, India
Attention: Kiran Kumar Atukuri

If to the Selling Shareholder:

NUTALAPATI VENKATASUBBARAO
Flat No. 108, 1st Floor, Sri Gajanana Residency,
NCL North, Kompally, Qutubullapur,
Medchal-Malkajgiri, Telangana 500100, India
Attention: Nutalapati Venkatasubbarao

If to the Share Escrow Agent:

BIGSHARE SERVICES PRIVATE LIMITED,
Office No. S6-2, 6th Floor, Pinnacle Business Park,
Next to Ahura Centre, Mahakali Caves Road,
Andheri (East) Mumbai 400093, Maharashtra, India
E-mail: ipo@bigshareonline.com
Attention: Jibu John

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

Any notice sent to any Party shall also be marked to each of the Parties to this Agreement and the BRLMs.

10.2 **Assignment**

No Party shall assign or delegate any of their rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that any of the BRLMs may assign its rights under this Agreement to an Affiliate without the consent of the other Parties.

10.3 **Further assurances**

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

10.4 **Governing Law**

This Agreement, the rights and obligations of the Parties hereto, and any claims or Disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 10.5 below, the courts of Mumbai, India shall have sole and exclusive jurisdiction in all matters arising out of this Agreement.

10.5 **<u>Arbitration</u>**

10.5.1 In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement or the legal relationships established by this Agreement (the "**Disputes**") 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 seven (7) working days after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall, (i) resolve the Dispute through any dispute resolution mechanism and procedures specified by SEBI in accordance with the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 ("**SEBI ADR Procedures**"), if the resolution of the Dispute through the SEBI ADR Procedures is mandatory under Applicable Law, or (ii) if the SEBI ADR Procedures have not been notified by SEBI, or if resolution of the Dispute is not required to be mandatorily undertaken in accordance with the SEBI ADR Procedures under Applicable Laws, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended (the "**Arbitration Act**") and in accordance with Clause 10.5.3 below.

10.5.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement or the Engagement Letter.

10.5.3 The arbitration shall be conducted as follows:

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

(b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Mumbai, India, which shall be the seat and venue of arbitration;

(c) each Disputing Party shall appoint one arbitrator within a period of 15 days from the initiation of Dispute and the two arbitrators shall appoint the third or the presiding arbitrator such that all three arbitrators are appointed within 30 days from the date of reference of the dispute to the arbitration. If there are more than two disputing parties, then such arbitrator(s) shall be appointed in accordance with the provisions of the Arbitration Act, and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and / or commercial laws;

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

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

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

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

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

(i) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement and the Disputing Parties agree that in the event that the arbitration proceedings have not concluded within a period of twelve months from the date of completion of pleadings as prescribed under the Arbitration Act, the arbitration proceedings shall automatically be extended for an additional period of six months, as permitted under and in terms of the Arbitration Act, without requiring any further consent of any of the Disputing Parties;

(j) subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act; and

(k) any reference made to the arbitration tribunal under this Agreement shall not affect the performance of the terms, other than the terms relating to the matter under arbitration, by the Parties under this Agreement.

10.6 **Supersession**

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

10.7 **Amendments**

No amendment, supplement, modification or clarification to this Agreement or any of its terms or provisions shall be valid or binding on the parties unless made in writing and duly executed by or on behalf of the Parties.

10.8 **Third party benefit**

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.9 **<u>Successors and permitted assigns</u>**

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including any successor by reason of amalgamation, scheme of arrangement, merger, demerger or acquisition of any Party), legal representatives and/or permitted assigns.

10.10 **<u>Severability</u>**

If any provision or any portion of a provision of this Agreement or the Engagement Letter is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement or the Engagement Letter, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best reasonable efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

10.11 **<u>Confidentiality</u>**

10.11.1 The Share Escrow Agent shall keep all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which was by its nature intended to be, confidential ("**Confidential Information**"), and shall not divulge such information to any other person or use such Confidential Information other than:

(i) its select employees, agents and professional advisors, that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.

(ii) any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority with whom it customarily complies.

10.11.2 In relation to Clause 10.11.1, the Share Escrow Agent shall procure/ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose the Confidential Information under Applicable Law, then the Share Escrow Agent shall not be issued or dispatched without prior written consent of the Company, except as required under Applicable Law, provided that if such information is required to be disclosed, the Share Escrow Agent shall ensure that the other Parties are informed reasonably in advance, prior to such disclosure being made, and the Share Escrow Agent shall minimize the disclosed information only to the extent required by law and the Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholder, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.

10.11.3 Confidential Information shall be deemed to exclude any information:

(i) which is already in the possession of the receiving Party on a non-confidential basis.

(ii) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties.

(iii) which subsequently becomes publicly known other than through the default of the Parties hereunder.

10.12 **Specific performance**

The Parties agree that each Party shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation, or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including a right for damages.

10.13 **Specimen signatures**

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

10.14 **Execution**

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

This Agreement may be executed electronically including by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a signature page to this Agreement in .pdf format, such Party shall deliver an originally executed signature page within seven Working Days of delivering such 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 in PDF format.

[The remainder of this page has been intentionally left blank]

This signature page forms an integral part of the Share Escrow Agreement entered into by and among Nova Agritech Limited, Nutalapati Venkatasubbarao and Bigshare Services Private Limited.

IN WITNESS WHEREOF, EACH OF THE PARTIES HAS CAUSED THIS SHARE ESCROW AGREEMENT TO BE DULY EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

Sincerely,

For and on behalf of **NOVA AGRITECH LIMITED**

NOVA AGRITECH LTD. Singannaguda

Name: Kiran Kumar Atukuri

Managing Director
DIN: 08143781

This signature page forms an integral part of the Share Escrow Agreement entered into by and among Nova Agritech Limited, Nutalapati Venkatasubbarao and Bigshare Services Private Limited.

IN WITNESS WHEREOF, EACH OF THE PARTIES HAS CAUSED THIS SHARE ESCROW AGREEMENT TO BE DULY EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

Sincerely,

N.V. Subbarao

____

Name: **NUTALAPATI VENKATASUBBARAO**

This signature page forms an integral part of the Share Escrow Agreement entered into by and among Nova Agritech Limited, Nutalapati Venkatasubbarao and Bigshare Services Private Limited.

IN WITNESS WHEREOF, EACH OF THE PARTIES HAS CAUSED THIS SHARE ESCROW AGREEMENT TO BE DULY EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREINABOVE WRITTEN.

Sincerely,

For and on behalf of **BIGSHARE SERVICES PRIVATE LIMITED**

Bigshare Services Private Limited * Mumbai

Jibu John
(Authorized Signatory)

SCHEDULE 1

Details of the Escrow Demat Account

The details of the Escrow Demat Account are set forth below:

Name of Share Escrow Agent:	Bigshare Services Private Limited
Depository Participant:	R.L.P Securities Private Limited
Address of Depository Participant:	Nirmal Tower, 402, Dwarakapuri, Punjagutta, Hyderabad, Telangana 500082
DP ID:	[.]
Client ID:	[.]
Demat Account Name:	[.]
Name of depository	[.]

SCHEDULE A

An indicative list of supporting documentation to the Corporate Action Requisition Form is as below.

1. Blank Bid-Cum Application Form in relation to the Offer.
2. Certified copy of Prospectus in relation to the Offer.
3. Corporate Action Information Form for allotment of shares in relation to the Offer.
4. Certified copy of Board or IPO Committee resolution for allotment of shares in relation to the Offer.
5. Certified copy of Shareholders’ resolution approving the Fresh Issue.
6. Confirmation letter for *pari-passu* shares with other shares.
7. Certified copies of in-principle approval from Stock Exchanges in relation to the Offer.
8. Certified copy of approved basis of allotment in relation to the Offer.
9. Certified copy of minutes of the meeting in relation to the Offer.
10. Adhoc Report Summary validated by the RTA.
11. Corporate Action Fees, as applicable.

SCHEDULE B

[on the letterhead of the share escrow agent]

Date: [●]

To,

The Company
The Selling Shareholder

Re: Opening of Escrow Demat Account for Equity Shares in the initial public offering of Nova Agritech Limited

Dear Sir,

Pursuant to Clause 2.3 of the share escrow agreement dated January 12, 2024 ("**Share Escrow Agreement**"), this is to confirm that the Escrow Demat Account has been opened by the Share Escrow Agent.

The details of the Escrow Demat Account is set forth below:

Name of Share Escrow Agent:	Bigshare Services Private Limited
Depository Participant:	R.L.P Securities Private Limited
Address of Depository Participant:	Nirmal Tower, 402, Dwarakapuri, Punjagutta, Hyderabad, Telangana 500082
DP ID:	[.]
Client ID:	[.]
Demat Account Name:	[.]
Name of depository	[.]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Red Herring Prospectus.

For and on behalf of **Bigshare Services Private Limited**

Authorized Signatory
Name:
Designation:

Copy to the BRLMs

SCHEDULE C

[on the letterhead of the share escrow agent]

Date: [●]

To,

The Selling Shareholder, the Company and the BRLMs

Re: Credit of Offered Shares from the Selling Shareholder's Demat Account to the Escrow Demat Account for the initial public offering of Nova Agritech Limited

Dear Sir

Pursuant to clause 3.1 of the share escrow agreement dated January 12, 2024 (the "**Share Escrow Agreement**"), this is to confirm that the following Offered Shares from the Selling Shareholder's Demat Account have been credited to the Escrow Demat Account opened by the Share Escrow Agent:

Sr. No.	Name of the Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	Nutalapati Venkatasubbarao	[.]	[.]
Total			[.]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement and the Red Herring Prospectus.

For and on behalf of **Bigshare Services Private Limited**

Authorized Signatory
Name:
Designation:
Encl: Demat account statement

SCHEDULE D

[on the letterhead of the company]

Date: [•]

To,

Share Escrow Agent and the Selling Shareholder

Dear Sirs,

Re: Share Escrow Failure intimation pursuant to Clause 3.2 of the share escrow agreement dated January 12, 2024 ("Share Escrow Agreement")

This is to intimate the Share Escrow Agent that the Bid/Offer Opening Date has not occurred within ten (10) Working Days of the Offered Shares or such other extended date as may be mutually agreed upon between the Company, the Selling Shareholder and the BRLMs ("**Offer Opening Period**") being credited into the Escrow Demat Account by the Selling Shareholder.

Pursuant to clause 3.2 of the Share Escrow Agreement, the Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in accordance with Clause 3.2 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Red Herring Prospectus.

For and on behalf of **Nova Agritech Limited**

Authorized Signatory
Name:
Designation:

Copy to the BRLMs

SCHEDULE E

[on the letterhead of the Company]

Date: [●]

To,

The Share Escrow Agent
The Selling Shareholder

Re: Allotment of Equity Shares in the initial public offering of the equity shares of Nova Agritech Limited

Dear Sir,

In accordance with Clause 5.1(b) of the share escrow agreement dated January 12, 2024 (the "**Share Escrow Agreement**"), the corporate action requisition form has been issued.

A copy of the same is enclosed hereto.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement, the Red Herring Prospectus and the Prospectus.

Yours sincerely,
For and on behalf of **Nova Agritech Limited**

Authorized Signatory
Name:
Designation:
Encl: Corporate Action Requisition Form

Copy to the BRLMs

SCHEDULE F

[on the letterhead of the Company]

Date: [●]

To,
The Share Escrow Agent
The Depositories

Re: Allotment of the Equity Shares in the initial public offering of Nova Agritech Limited (the "Company")

Dear Sir

In accordance with Clause 5.1(b) of the share escrow agreement dated January 12, 2024 (the "**Share Escrow Agreement**"), we hereby instruct you to transfer [•] Equity Shares of the Selling Shareholder aggregating to [•] lakh, deposited in the Escrow Demat Account to the successful Allottees in the initial public offering of the Company in accordance with the resolution of Allotment of the [Board of Directors/ IPO Committee] dated [•] and the Basis of Allotment as approved by the Designated Stock Exchange on [•].

Please acknowledge your acceptance of the instructions on the copy attached to this letter.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement, the Red Herring Prospectus and the Prospectus.

Yours sincerely,
For and on behalf of **Nova Agritech Limited**

Authorised Signatory
Name:
Designation:

Copy to:

The BRLMs, the Selling Shareholder

SCHEDULE G

[on the letterhead of the company]

Date: [●]

To,

The Share Escrow Agent
The Selling Shareholder

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 and 5.5 of the share escrow agreement dated January 12, 2024, (the "Share Escrow Agreement")

Pursuant to Clause 5.3 and 5.5 of the share escrow agreement dated January 12, 2024 (the "**Share Escrow Agreement**"), we write to inform you that an Event of Failure has occurred in the nature of [●].

The Event of Failure has occurred [before/after] the transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

Note: If an event of failure has occurred as mentioned under Clause 5.3 and Clause 5.5 of the Share Escrow Agreement, the following instructions shall be provided:

The Company has issued an instruction to the Depositories for the debit of the Offered Shares and credit of such Offered Shares to the Escrow Demat Account. The Share Escrow Agent is requested to transfer such Offered Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in terms of Clause 5 of the Share Escrow Agreement.

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

Sr. No.	Name of the Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	Nutalapati Venkatasubbarao	[.]	[.]
Total			[.]

All capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement, the Red Herring Prospectus or the Prospectus.

Kindly acknowledge the receipt of this letter.

Yours sincerely,
For and on behalf of **Nova Agritech Limited**

Authorised Signatory
Name:
Designation:

Copy to:
The BRLMs

SCHEDULE H

[on the letterhead of the Selling Shareholder]

Date: [●]

To,

The Share Escrow Agent

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated January 12, 2024 (the "Share Escrow Agreement")

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred in the nature of [●] [**Note:** Please provide details of the event of failure].

The Event of Failure has occurred [before/after] the transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

Note: If an event of failure has occurred as mentioned under Clause 5.4 of the Share Escrow Agreement, the following instructions shall be provided:

The Share Escrow Agent is requested to credit back the Escrow Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

Note: If an event of failure has occurred as mentioned under Clause 5.5 of the Share Escrow Agreement, the following instructions shall be provided:

The Company has issued an instruction to the Depositories for the debit of the Offered Shares and credit of such Offered Shares to the Escrow Demat Account. The Share Escrow Agent is requested to transfer such Offered Shares from the Escrow Demat Account to the Selling Shareholder's Demat Account in terms of Clause 5 of the Share Escrow Agreement.

All capitalised terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement, the Red Herring Prospectus or the Prospectus.

Kindly acknowledge receipt of this letter.

Yours sincerely,
Nutalapati Venkatasubbarao

Name:
Designation:
Copy to: The BRLMs, The Company

SCHEDULE I

LIST OF AUTHORISED SIGNATORIES FOR THE COMPANY

	SPECIMEN SIGNATURE
Name: Kiran Kumar Atukuri Managing Director DIN: 08143781	

Note: The aforesaid authorised signatories are authorized Severally or Jointly for all purposes

LIST OF AUTHORISED SIGNATORIES FOR THE SELLING SHAREHOLDER

	SPECIMEN SIGNATURE
Nutalapati Venkatasubbarao	N.V. Subbarao

LIST OF AUTHORISED SIGNATORIES FOR THE SHARE ESCROW AGENT

	SPECIMEN SIGNATURE
Name: Jibu John Designation: General Manager	
Name: Babu Rapheal Designation: Deputy General Manager	

SCHEDULE J

SELLING SHAREHOLDER'S DEMAT ACCOUNT

Sr. No.	Name of Selling Shareholder	Number of Equity Shares to be deposited	Depository	Depository Participant	DP ID	Client ID
Selling Shareholder						
1.	Nutalapati Venkatasubbarao	77,58,620	NSDL	Zen Securities Limited	IN302863	10490906

SCHEDULE K

[On the letterhead of the Share Escrow Agent]

Date: [●]

To:

The Company
The Selling Shareholder
The BRLMs

Sub: Debit of Final Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the Selling Shareholder's Demat Account in the initial public offering of Nova Agritech Limited

Dear all,

Pursuant to the share escrow agreement dated January 12, 2024 (the "**Share Escrow Agreement**"), this is to confirm that all Final Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Final Sold Shares in relation to the Offer for Sale. [Further, the Unsold Shares remaining to the credit of the Escrow Demat have been released and credited back to the Selling Shareholder's Demat Account.] [**Note**: To be retained as applicable]

Further, please see attached hereto as **Annexure A**, the copy of the demat statement reflecting the debit of such Final Sold Shares [and Unsold Shares] from the Escrow Demat Account.

All capitalized terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement or the Offer Documents.

Yours sincerely,

For and on behalf of **Bigshare Services Private Limited**

Authorized Signatory
Name:
Designation:

Enclosed: As above.

SCHEDULE L

LETTER OF INDEMNITY

Date: [.], 2024

To:

KEYNOTE FINANCIAL SERVICES LIMITED,
The Ruby, 9th Floor, Senapati Bapat Marg,
Dadar (W), Mumbai 400028,
Maharashtra, India

BAJAJ CAPITAL LIMITED
Mezzanine Floor, Bajaj House, 97,
Nehru Place, New Delhi 110019, India

(Keynote Financial Services Limited and Bajaj Capital Limited are collectively referred to as "**Book Running Lead Managers**" or "**BRLMs**")

Re: Letter of Indemnity pursuant to Share Escrow Agreement dated January 12, 2024, entered into among Bigshare Services Private Limited (the "Share Escrow Agent"), the Company and the Selling Shareholder.

The Company and the Selling Shareholder propose to undertake an initial public offering of equity shares of face value of INR 2 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 11200.00 lakhs (the "**Fresh Issue**") together with an offer for sale of upto 77,58,620 Equity Shares by the Selling Shareholder ("**Offered Shares**") through an offer for sale ("**Offer for Sale**", and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**ICDR Regulations**"), and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the ICDR Regulations, by the Company and the Selling Shareholder in consultation with the BRLMs (the "**Offer Price**"). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations and in "offshore transactions" as defined in, and in reliance on, Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (ii) outside India and the United States, in "offshore transactions" as defined in, and in reliance on, Regulation S and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made.

Bigshare Services Private Limited has been appointed as the share escrow agent ("**Share Escrow Agent**") in relation to the Offer by the Company, in accordance with the Share Escrow Agreement entered into by and among the Company, the Selling Shareholder and Bigshare Services Private Limited. The Share Escrow Agent confirms that it has read and fully understands the ICDR Regulations, the Companies Act and all Applicable Laws, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India ("**SEBI**") in so far as they are applicable to its scope of work undertaken pursuant to the

Share Escrow Agreement and is fully aware of its obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the BRLMs may be exposed to liabilities or losses if there is error and/or failure in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

The Share Escrow Agent undertakes to each of the BRLMs that it shall act with due diligence, care, skill and within the prescribed timeline while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the BRLMs to: (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholder, as the case may be, in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the BRLMs as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any other purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with all Applicable Laws; and (v) comply with the terms and conditions of the Share Escrow Agreement and Letter of Indemnity.

Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as a share escrow agent, the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity to each the BRLMs. The Share Escrow Agent irrevocably and unconditionally undertakes to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, permitted assigns, intermediaries and authorised agents or other persons acting on its behalf and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, (collectively, the "**Book Running Lead Manager Indemnified Parties**") for any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, complaints, charges, other professional fees and expenses, including without limitation, interest, penalties, attorney's fees, accounting fees, losses of whatsoever nature including reputational, made, suffered or incurred arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory and/or administrative authority, or any of the terms and conditions set forth in the Share Escrow Agreement, or any delay, failure, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent's duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent acknowledges and agrees that entering into the Share Escrow Agreement for performing its services to the Company and Selling Shareholder is sufficient consideration for this Letter of Indemnity to be issued in favour of the Book Running Lead Manager Indemnified Parties.

The Share Escrow Agent hereby agrees that failure of any Book Running Lead Manager Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Book Running Lead Manager Indemnified Party of any of its rights established herein.

The Share Escrow Agent shall not in any case whatsoever use the securities held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses/sections set forth in the Share Escrow Agreement and shall be in addition to any other rights that the Book Running Lead Manager Indemnified Party may have at common law and/or otherwise.

The Share Escrow Agent acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of the Share Escrow Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholder or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity or the Offer. Notwithstanding anything contained in the Share Escrow Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof and shall be conducted in English. The seat and venue of arbitration shall be Mumbai, India. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. The courts at Mumbai, India, shall have sole and exclusive jurisdiction over such arbitration proceedings, including, for any interim and/or appellate reliefs.

The Share Escrow Agent agrees that all the terms, conditions and obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer and this Share Escrow Agreement dated January 12, 2024.

In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail vis-à-vis the contents mentioned herein.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs. The Share Escrow Agent shall inform each of the BRLMs of any termination/amendment to the Share Escrow Agreement and provide the BRLMs a copy of such termination/amendment.

This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as follows, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email).

If to the BRLMs:

KEYNOTE FINANCIAL SERVICES LIMITED,
The Ruby, 9th Floor, Senapati Bapat Marg,
Dadar (W), Mumbai 400028,
Maharashtra, India
Email: radha@keynoteindia.net
Attention: Radha Kirthivasan

BAJAJ CAPITAL LIMITED
Mezzanine Floor, Bajaj House, 97,
Nehru Place, New Delhi 110019, India
Email: p.balraj@bajajcapital.com
Attention: P. Balraj

If to the Share Escrow Agent:

BIGSHARE SERVICES PRIVATE LIMITED,
Office No. S6-2, 6th Floor, Pinnacle Business Park,
Next to Ahura Centre, Mahakali Caves Road,
Andheri (East) Mumbai 400093, Maharashtra, India
E-mail: ipo@bigshareonline.com
Attention: Jibu John

This signature page forms an integral part of the Letter of Indemnity entered into pursuant to the Share Escrow Agreement entered into by and among the BRLMs and Bigshare Services Private Limited.

Sincerely,
For and on behalf of **BIGSHARE SERVICES PRIVATE LIMITED**

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Jibu John
(Authorized Signatory)

This signature page forms an integral part of the Letter of Indemnity entered into pursuant to the Share Escrow Agreement entered into by and among the BRLMs and Bigshare Services Private Limited.

Countersigned for and on behalf of **KEYNOTE FINANCIAL SERVICES LIMITED**

____

Radha Kirthivasan
(Authorized Signatory)

This signature page forms an integral part of the Letter of Indemnity entered into pursuant to the Share Escrow Agreement entered into by and the BRLMs and Bigshare Services Private Limited.

Countersigned for and on behalf of **BAJAJ CAPITAL LIMITED**

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P. Balraj
(Authorized Signatory)

SCHEDULE M

Details of Selling Shareholder

Name of the Selling Shareholder	Address of the Selling Shareholder	No. of Offered Shares	Date of consent	Date of board resolution
Nutalapati Venkatasubbarao	Flat No. 108, 1st Floor, Sri Gajanana Residency, NCL North, Kompally, Qutubullapur, Medchal-Malkajgiri, Telangana 500100, India	Up to 77,58, 620	February 27, 2023	Not Applicable