

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL P 802339

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **BENCH MARK INFOTECH SERVICES LIMITED, GYR CAPITAL ADVISORS PRIVATE LIMITED, KFIN TECHNOLOGIES LIMITED** and**Axis Bank Limited**.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For kFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Signatory

NO. 3867 VALUE 500/ 50/-

DATE 14 SEP 2026

SOLD TO Ramchandra Tantubai

P-118 Sarani

ADDRESS Sarani Kol- 700054

VENDOR SIGN

SHARMISTHA CHATTERJEE MUKHERJEE
GOVT. LICENCE STAMP VENDOR
SEALDAH CIVIL COURT KOL-14

Services Ltd
Swamiji

ESCROW AND SPONSOR BANK AGREEMENT

This **ESCROW AND SPONSOR BANK AGREEMENT** (hereinafter referred to as the "**Agreement**") is entered into at Kolkata, West Bengal on 14th September, 2026 by and amongst:

BENCH MARK INFOTECH SERVICES LIMITED, a company originally incorporated under the Companies Act, 1956 and now governed by the Companies Act, 2013, bearing Corporate Identification Number U72200WB2007PLC112476, and having its Registered Office at P-118, Swami Swarupananda Sarani, 4th Floor, Kolkata – 700 054, West Bengal, India(hereinafter referred to as **"the Company"/ "the Issuer Company"/ "Issuer"/ "Bench Mark")** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART;**

AND

GYR CAPITAL ADVISORS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing Corporate Identification Number U67200GJ2017PTC096908 and SEBI Registration Number INM000012810, and having its registered Office at 428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahmedabad – 380 054, Gujarat, India(hereinafter referred to as "GCAPL" or "Book Running Lead Manager", "**BRLM**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

KFIN TECHNOLOGIES LIMITED, a company incorporated under the Companies Act, 2013, bearing Corporate Identification Number L72400MH2017PLC444072 and SEBI Registration Number INR000000221, and having its Registered Office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad – 500 032, Telangana, India(hereinafter referred to as "**the Registrar"/ "Escrow Agent**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of**THIRD PART;**

AND

AXIS BANK LIMITED,a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Trishul 3rd Floor Opp SamartheshwarTemple Law Garden Ellisbridge Ahmedabad-380006, Gujarat, India and acting for the purpose of this agreement through its branch situated at Phoolbagan Branch , Ground Floor , Swami Swarupananda Sarani , West Bengal , India (hereinafter referred to as **"AXIS"** or **"Banker to the Offer"** or **"Public Offer Bank"**), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **FOURTH PART**;

In this Agreement,the Company, the Registrar, the BRLM, the Sponsor Bank, the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS,

(A) TheCompany proposestoissue upto 40,00,000 equity shares of face value of Rs. 10.00 eachfullypaidup("**EquityShares**") comprising of a fresh issue of upto 35,00,000 Equity Shares and an offer for sale of upto 5,00,000 Equity Shares by Mr. Vineet Kumar Gupta (the "Promoter Selling Shareholder"), in accordance withtherequirementsofthe Companies Act, 2013, theSecurities and Exchange Board of India (Issue ofCapital andDisclosureRequirements)Regulations, 2018 ("**SEBI ICDR Regulations**") andotherapplicable laws.

(B) The Board of Directors of the Company ("**Board of Directors**"),pursuant to resolution dated June 25, 2026 and the shareholders of the Company pursuant to a special resolution under Section 62(1)(c) of the Companies Act, 2013 passed at the Extra-Ordinary General Meeting held on June 26, 2026have approved and authorized the Issue.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech. Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT BABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 18321 SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign.

(C) The Companyhas appointed the BRLM to manage the Offer. The BRLM have accepted the engagement in terms of the engagement letter (the "**Engagement Letter**"), subject to the terms and conditions set out in the Engagement Letter. Further, the BRLM, the Company and the Promoter Selling Shareholder have executed an Offer Agreement dated July 23, 2026 in connection with the Offer (the "Offer Agreement").

(D) Pursuant to Registrar to the Issue Agreement dated July 23, 2026 (the "Registrar**to The Issue Agreement**"), the Company has appointed KFin Technologies Limited as the Registrar to the Offer.

(E) The Company has filed a Draft Red Herring Prospectus dated July 31, 2026 with the EMERGE Platform of National Stock Exchange of India Limited (the "NSE EMERGE")in accordance with the SEBI ICDR Regulations, 2018. The Companyproposes to file the Red Herring Prospectus (the "**Red Herring Prospectus**") with the Registrar of Companies, Kolkata (the "RoC") and file it with the EMERGE Platform of National Stock Exchange of India Limited (the "NSE EMERGE")(hereinafter, referred to as the "**Stock Exchange**") and SEBI and file Prospectus in accordance with the Companies Act (as defined hereinafter), and the SEBI ICDR Regulations.

(F) The Companyhasin consultation with the BRLM,appointed GYR Capital Advisors Private Limited (SEBI Registration Number INM000012810) as the Syndicate Member to procure Bids for the Offer (other than Bids directly submitted to the Self Certified Syndicate Banks ("**SCSBs**") and Bids collected by Registered Brokers at the Broker Centers, CDPs at the designated CDP Locations and the RTA at the designated RTA Locations). The Company along with the BRLM,the Syndicate Members and the Registrar, will enter into a syndicate agreement (the "**Syndicate Agreement**"), for procuring Bids for the Offer, collection of Bid Amounts and concludingthe process of Allotment and listing consistent with the requirements of the SEBI ICDR Regulations, subject to the terms and conditions contained therein. All investors (except Anchor Investors) shall participate in this Offer only through the ASBA process. Accordingly, the BRLMshall collect Bids from the Anchor Investorswhere the amounts arerequired to be deposited with the Escrow Collection Banksand held and distributed in accordance with the terms of this Agreement.

(G) Pursuant to the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 (the "**2015 Circular**"), all Bidders other than Anchor Investors are required to submit their Bids only through the ASBA mechanism. Anchor Investors are required to Bid only through non-ASBA process in the Offer. Accordingly, the Company, in consultation with the Book Running Lead Manager, propose to appoint **Axis Bank Limited**as theEscrow Collection Bank, the Public Offer Account Bank and the Refund Bank, in their respective capacities,on the terms set out in this Agreement, to deal with the various matters relating to collection, appropriation and refund of monies in relation to the Offer and certain other matters related thereto as described in the Offer Documents (as defined hereunder).

(H) Further, pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 (the "**2018 Circular**"), SEBI has introduced the use of unified payments interface ("**UPI**"), which is an electronic payment system operated by the National Payments Corporation of India ("**NPCI**"), as a payment mechanism with the ASBA process for applications in public issues by RIBs through the Syndicate Members, registered brokers, the Registrar and depository participants. The UPI mechanism when opted for by RIBs, shall be used along with the ASBA process. In accordance with the requirements of the 2018 Circular, the Company, in consultation with the Book Running Lead Manager, hereby appoints **Axis Bank Limited** (who shall also act as the Escrow Bank, Public Offer Account Bank and the Refund Bank) as the Sponsor Bank, in accordance with the terms of this Agreement, to act as a conduit between the Stock Exchange and the NPCI in order to push the mandate collect requests and/ or payment instructions of the RIBs into the UPI and perform other duties and undertake such obligations in relation to the 2018 Circular and this Agreement;

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

1. INTERPRETATION AND DEFINITIONS

1.1 All capitalized terms used in this Agreement and not specifically defined herein shall have the meanings assigned to them in the Offer Documents (as defined hereunder), as the context requires, in the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and the Prospectus shall prevail, to the extent of such inconsistency.

1.2 In this Agreement, unless the context otherwise requires:

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

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL: 5975	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory 22105	

(b) words denoting a person shall include a natural person,firm, general, limited or limited liability, partnership, association, venture, corporation, company, partnership, trust or other entity having legal capacity;

(c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;

(d) references to the word "include" or "including" shall be construed without limitation;

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

(f) references to any party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

(g) a reference to an article, clause, recital, preamble, annexure or schedule is, unless indicated to the contrary, a reference to a clause, recital, preamble or schedule of this Agreement;

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

(i) any consent, approval, authorization, waiver to be obtained from any of the Parties shall deemed to mean the prior written consent, approval, authorization, waiver of the respective party;

(j) unless otherwise defined the reference to the word 'days' shall mean calendar days in the Gregorian calendar. 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;

(k) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in accordance with the terms of this Agreement, such extended time shall also be of the essence;

(l) any determination with respect to the materiality or reasonableness of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise shall be made by the BRLM.

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

1.4 The Parties acknowledge and agree that entering into this Agreement shall not create or be deemed to create any obligation, agreement or commitment, whether express or implied, on the BRLM to purchase or place the Offered Shares, or to enter into any underwriting agreement (the "**Underwriting Agreement**") in connection with the Offer, or to provide any financing or underwriting to the Company, or any of their respective Affiliates. For avoidance of doubt, this Agreement is not intended to constitute, and should not be construed as, an agreement or commitment, directly or indirectly, among the Parties with respect to the placement, subscription, purchase or underwriting of any Offered Shares. In the event the Company and the BRLM enter into an Underwriting Agreement, such agreement shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Offer (including the provision of comfort letters, arrangement letters and legal opinions), lock-up, indemnity, contribution, termination and *force majeure* provisions, in form and substance satisfactory to the parties thereto.

1.5 The rights and obligations of each of the Parties, except for as specified otherwise, under this Agreement shall be several, and not joint, and none of the Parties shall be responsible for any acts or omissions of any other Party.

1.6 In this Agreement, including the preamble and recitals hereto, the following terms shall, unless be repugnant to the context thereof, have the following meanings:

"Affiliates" shall mean, with respect to any person: (a) any persons that directly or indirectly through one or more intermediaries, control or are controlled by or are under common control with such person; (b) any persons over whom such person has a significant influence or which has significant influence over such person, provided that significant influence over a person is the power to participate in the financial,

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MANAGING DIRECTOR	Authorised Signatory	ARNJIT RABINKUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975 Authorised Signatory: 22105	Authorised Sign.
Vineet Kumar Gupta Managing Director DIN: 00967830	Mohit Baid Director DIN: 08594571		

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

"**Agreement**" has the meaning ascribed to it in Preamble of this Agreement;

"**Allotment Advice**" shall mean a note or advice or intimation of Allotment sent to the successful Bidders who have been or are to be Allotted the Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange;

"**Anchor Investor**" shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus;

"**Anchor Investor Allocation Price**" shall mean the price at which Equity Shares will be allocated to the Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which will be decided by the Company in consultation with the BRLM;

"**Anchor Investor Application Form**" shall mean the form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus;

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

"**Anchor Investor Offer Price**" shall mean the final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company in consultation with the BRLM;

"**Anchor Investor Portion**" shall mean up to 60% of the QIB Portion which may be allocated by the Company in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. Forty per cent. of the Anchor Investor Portion shall be reserved as under: (i) 33.33% for domestic Mutual Funds; and (ii) 6.67% for life insurance companies and pension funds, subject to valid Bids being received from domestic Mutual Funds, life insurance companies and pension funds at or above the Anchor Investor Allocation Price. Any under-subscription in the category specified in clause (ii) above may be allocated to domestic Mutual Funds;

"**Applicable Law**" means any applicable law, byelaw, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchange (as defined hereafter), compulsory guidance, rule, order or decree of any court 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 Securities Contracts (Regulation) Act, 1956 (the "**SCRA**"), the Securities Contracts (Regulation) Rules, 1957 (the "**SCRR**"), the Companies Act, the SEBI ICDR Regulations 2009 , the SEBI ICDR Regulations, 2018, to the extent applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), the Foreign Exchange Management Act, 1999 ("**FEMA**") and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India ("**GoI**"), the Registrar of Companies, Kolkata ("RoC"), SEBI, the Reserve Bank of India ("**RBI**"), the Stock Exchange or by any other governmental, statutory or regulatory authority or any court or tribunal (and similar agreements, rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer;

"**Application Supported by Blocked Amount**" or "**ASBA**" shall mean the application (whether physical or electronic) by a Bidder (other than Anchor Investors) to make a Bid authorising the relevant SCSB or the relevant bank of a Retail Individual Bidder using the UPI mechanism, to block the Bid Amount in the relevant ASBA Account;

"**Arbitration Act**" has the meaning ascribed to it in Clause 13.2of this Agreement;

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Vineet Kumar Gupta **Managing Director** **DIN: 00967830**	**Authorised Signatory** **Mohit Baid** **Director** **DIN: 08594571**	**Authorised Signatory**	

"**ASBA Account**" shall mean a bank account maintained by ASBA Bidder with an SCSB for blocking the Bid Amount mentioned in the ASBA Form and will include a bank account of RIBs linked with UPI;

"**Banking Hours**" shall mean the official working hours for the respective Escrow Collection Banks, Public Offer Account Bank, Refund Bankand Sponsor Bank at Kolkata i.e. 10.00 AM to 5.00 PM;

"**Beneficiaries**" shall mean in the first instance, (a) the Anchor Investors, bidding through the respective BRLM, to whom their Bids were submitted and whose Bids have been registered and Bid Amounts have been deposited in the Escrow Accounts; and (b) the underwriters or any other person who have deposited amounts, if any, in the Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement; and in the second instance;(a) The Company (except to the extent of the expenses incurred in relation to the Offer and payable out of the Offer proceeds), where the Bid Amounts for successful Bids are transferred to the Public Offer Account,in accordance with the provisions of Clause 3; and (b) in case of refunds in the Offer, if refunds are to be made prior to the transfer of monies into the Public Offer Account, the Anchor Investors or the underwriters or any other person, as the case may be and if the refunds are to be made after the transfer of monies to the Public Offer Account, all Bidders who are eligible to receive refunds in the Offer;

"**Bids**" shall mean an indication to make an offer during the Bid/Offer Period by a Bidder (other than an Anchor Investor), or on the Anchor Investor Bidding Date by an Anchor Investor, pursuant to submission of a Bid cum Application Form, to subscribe for or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the SEBI ICDR Regulations. The term 'Bidding' will be construed accordingly;

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

"**Bidding Centers**" shall mean the centers at which the Designated Intermediaries shall accept the ASBA Forms, i.e. Designated Branches for SCSBs, Specified Locations for the Syndicate, Brokers Centers for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs;

"**Board of Directors**" shall have the meaning ascribed to such term in **Recital B** of this Agreement;

"**Broker Centers**"shall mean the centers notified by the Stock Exchange where Bidders can submit ASBA Forms to Registered Brokers. The details of such Broker Centers, along with the names and contact details of the Registered Brokers are available on the respective website of the Stock Exchange(www.nseindia.com);

"**Bidder**" shall mean any prospective investor who makes a Bid pursuant to the terms of the Red Herring Prospectusand the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor;

"**Bid/Offer Closing Date**" shall mean except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids for the Offer which shall be notified in all editions of the English national daily newspaper, all editions of the Hindi national daily newspaper , and the widely circulated Bengali daily newspaper, Bengali being the regional language of Kolkata, West Bengal, where the registered office of the Company is situated, each with wide circulation. The Company may, in consultation with the BRLM, consider closing the Bid/ Offer Period for QIBs one Working Day prior to the Bid/ Offer Closing Date in accordance with the SEBI Regulations which shall also be notified by advertisement in the same newspapers where the Bid/ Offer Opening Date was published, in accordance with the SEBI ICDR Regulations;

"**Bid/Offer Opening Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries will start accepting Bids for the Offer, which shall be notified in all editions of the English national daily newspaper, all editions of the Hindi national daily newspaper, widely circulated Bengali daily newspaper, Bengali being the regional language of Kolkata, West Bengal, where the registered office of the Company is situated, each with wide circulation;

"**Bid/Offer Period**" shall mean, except in relation to Anchor Investors, the period between the Bid/Offer Opening Date and the Bid/Offer Closing Date, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof;

"**Closing Date**" shall mean the date of Allotment of Equity Shares to successful Bidders pursuant to the Offer;

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MANAGING DIRECTOR	Authorised Signatory	ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	Authorised Sign.
Vineet Kumar Gupta Managing Director DIN: 00967830	Mohit Baid Director DIN: 08594571	Authorised Signatory	

"**Collecting Depository Participant**" or "**CDP**" shall mean a depository participant, as defined under the Depositories Act, 1996 and registered under Section 12 (1A) of the SEBI Act and who is eligible to procure Bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBIas per the list available on the website of the NSE;

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

"**Control**" has the meaning set out 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;

"**Designated CDP Locations**" shall mean such locations of the CDPs where ASBA Bidders can submit the ASBA Forms;

"**Designated Date**" shall mean the date on which the Escrow Collection Bank(s) transfer funds from the Escrow Account to the Public Offer Account or the Refund Account, as the case may be, and the instructions are issued to the SCSBs (in case of RIBs using UPI mechanism, instruction issued through the Sponsor Bank) for the transfer of amounts blocked by the SCSBs in the ASBA Accounts to the Public Offer Account or the Refund Account, as the case may be, in terms of this Red Herring Prospectus following which Equity Shares will be Allotted in the Offer;

"**Designated Intermediaries**" shall mean collectively, the members of the Syndicate, sub-syndicate/agents, SCSBs, Registered Brokers, CDPs and RTAs, who are authorised to collect Bid cum Application Forms from the Bidders (other than Anchor Investors), in relation to the Offer;

"**Designated Branches**" shall mean such branches of the SCSBs which may collect the Bid cum Application Form used by Bidders (other than Anchor Investors), a list of which is available at the website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes) and updated from time to time;

"**Designated RTA Locations**" shall mean such locations of the RTAs where ASBA Bidders can submit the ASBA Forms;

"**Dispute**" has the meaning ascribed to it in Clause 13.1 of this Agreement;

"**Disputing Parties**" has the meaning ascribed to it in Clause 13.1 of this Agreement;

"**Draft Red Herring Prospectus**" has the same meaning given to such term in Recital F;

"**Drop Dead Date**" means such date after the Bid/Offer Closing Date not exceeding six Working Days from the Bid/Offer Closing Date, as may be mutually agreed by the Companyand the BRLM;

"**Engagement Letters**" has the meaning given to such term in Recital D of this Agreement;

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

"**Escrow Account**"shall mean account established in accordance with Clause 2.2 of this Agreement;

"**Escrow Collection Banks**" shall have the meaning ascribed to such term in the preamble to this Agreement;

"**Exchange Act**" shall mean the Security Exchange Board of India Act, 1992;

"**IFSC**" shall mean the Indian Financial System Code;

"**Mandate Request**" means, a request (intimating the RIB by way of a notification on the UPI application and by way of a SMS directing the RIB to such UPI application) to the RIB initiated by the Sponsor Bank to authorise blocking of funds on the UPI application equivalent to Bid Amount and subsequent debit of funds in case of Allotment;

"**NEFT**"shall mean National Electronic Funds Transfer in terms of the regulations and directions issued by the RBI or any regulatory or statutory body;

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

"**NPCI**" shall mean National Payments Corporation of India, an entity regulated by Reserve Bank of India, which is an umbrella organization for all retail payments in India;

"**Offer**" has the same meaning given to such term in Recital A of this Agreement;

"**Offer Agreement**" has the meaning given to such term in Recital Dof this Agreement;

"**Offer Documents**"means the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, as approved by the Company and as filed or to be filed with the SEBI, the Stock Exchange (as defined hereafter) and the RoC, as applicable, together with the Preliminary International Wrap and International Wrap, Bid cum Application Form including the Abridged Prospectusthe CANs for Anchor Investors, the Allotment Adviceand any amendments, supplements, notices, corrections or corrigenda to such offering documents and international supplement/wrap;

"**Offer Expenses**" has the meaning given to such term in Clause 3.2.3.2. (a) of this Agreement;

"**Offer Price**" has the same meaning given to such term in Recital A of this Agreement;

"**Pay-in Date**" with respect to Anchor Investors, shall mean the date as mentioned in the Red Herring Prospectus but not later than two Working Days after the Bid/Offer Closing Date on or prior to which the date the difference between the Anchor Investor Allocation Price and the Anchor Investor Offer Price is payable in the event the Anchor Investor Offer Price is higher than the Anchor Investor Allocation Price;

"**Person(s)**" means and includes any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

"**Public Offer Account**"shall mean the account to be opened with the Banker to the Offer under Section 40(3) of the Companies Act 2013 to receive monies from the Anchor Escrow Account(s) and the ASBA Accounts on the Designated Date;

"**Public Offer Account Bank**" shall mean the bank with which the Public Offer Account shall be maintained, in this case being the **Axis Bank Limited**;

"**Refund Account**" shall mean account opened with the Refund Bank from which refunds, if any, of the whole or part of the Bid Amount shall be made to Anchor Investors;

"**Refund Bank**" shall have the meaning given to such term in the preamble to this Agreement;

"**Registered Broker**" shall mean stock brokers registered with the stock exchange having nationwide terminals, other than the members of the Syndicate and eligible to procure Bids in terms of circular number CIR/CFD/14/2012 dated October 14, 2012, issued by SEBI;

"**Registrar and Share Transfer Agent**" or "**RTA**" shall mean Registrar and share transfer agent registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI;

"**Registrar Agreement**"means the agreement dated July 23, 2026 entered into amongst the Company, the Promoter Selling Shareholder and the Registrar to the Offerin relation to the responsibilities and obligations of the Registrar to the Offer pertaining to the Offer;

"**Retail Individual Bidder**" or "**RIB**" means a Bidder (including HUFs applying through their kartas and Eligible NRIs) whose Bid Amount for Equity Shares in the Offer is not more than `200,000 in any of the bidding options in the Offer;

"**RoC**" shall have the meaning ascribed to such term in **Recital F** of this Agreement;

"**RoC Filing**" shall mean the date on which the Prospectus is filed with the RoC and dated in terms of Section 32(4) of the Companies Act, 2013;

"**RTGS**" shall mean real time gross settlementin terms of the regulations and directions issued by the RBI or any regulatory or statutory body;

"**SEBI**" shall mean the Securities and Exchange Board of India;

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

"**SEBI ICDR Regulations**" has the same meaning given to such term in Recital A of this Agreement;

"**Securities Transaction Tax**" has the meaning given to such term in Clause 3.2.3.2. (a) of this Agreement;

"**Self-Certified Syndicate Banks**" or "**SCSBs**" shall mean the banks registered with the SEBI which offers the facility of ASBA and the list of which is available on the website of the http://www.sebi.gov.in/sebiweb/home/list/5/33/0/0/Recognised-Intermediaries;

"**Sponsor Bank**" shall mean the**Axis Bank Limited**, being a Banker to the Offer, appointed by our Company to act as a conduit between the Stock Exchange and NPCI in order to push the mandate collect requests and / or payment instructions of the RIBs using the UPI;

"**Stock Exchange**" shall have the meaning ascribed to such term in **Recital F** of this Agreement;

"**Surplus Amount**" in respect of a particular Bid by an Anchor Investor, shall mean any amount paid in respect of such Bid that is in excess of the amount arrived at by multiplying the number of Equity Shares allocated in respect of such Bid with the Anchor Investor Offer Price, and shall include Bid Amounts below the Anchor Investor Offer Price, in respect of which no Equity Shares are to be Allotted. For the sake of clarity, in case of an unsuccessful Bid by an Anchor Investor, the entire amount paid towards the Bid shall be considered to be the Surplus Amount;

"**Syndicate**" or "**Members of the Syndicate**"shall mean the BRLM and the Syndicate Member;

"**Syndicate Agreement**" has the meaning given to such term in Recital G of this Agreement;

"**UPI**" shall mean the Unified payments interface which is an instant payment mechanism, developed by NPCI;

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

"**U.S.Securities Act**" means U.S. Securities Act of 1933, as amended;

"**Underwriting Agreement**" shall mean the agreement dated 14th September 2026 proposed to be entered into amongst the Company, the Promoter Selling Shareholder and the Underwriters, on or after the Pricing Date; and

"**Working Days**" meansany day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Kolkata, India are open for business in Kolkata.

2. ESCROW COLLECTION BANK AND ESCROW ACCOUNT, REFUND BANK AND REFUND ACCOUNT AND PUBLIC OFFER ACCOUNT BANK AND PUBLIC OFFER ACCOUNT AND SPONSOR BANK

2.1 At the request of the Companyand the BRLM, **Axis Bank Limited**hereby agrees to act as an Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and Sponsor Bank, as the case may be, in relation to the Offer in order to enable the completion of the Offer in accordance with the process described in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the SEBI ICDR Regulationsand any other Applicable Laws. The Escrow Collection Bank/the Public Offer Account Bank/ Refund Bank/Sponsor Bank, in the respective capacities, shall also perform all the duties and obligations in accordance with this Agreement, the Offer Documents, SEBI ICDR Regulations and other Applicable Laws.

The Escrow Collection Bank(s) agrees that, in terms of SEBI circular no. CIR/CFD/POLICYCELL/11/2015dated November 10, 2015, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank shall be responsible for the operation and maintenance of the Escrow Accounts; the Public Offer Account Bank shall be responsible for the operation and maintenance of the Public Offer Account; the Refund Bank shall be responsible for the operation and maintenance of the Refund Account and the Sponsor Bank shall be responsible for being a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and/or payment instructions of the Retail Individual Investors into the UPI, in accordance with the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the instructions issued under this Agreement, the SEBI ICDR Regulations, 2018 and other Applicable Laws.

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD	For AXIS BANK LTD. ARIJIT RABI KUMAR GHOSH BRANCH HEAD, AVP PHOOLBAGAN BRANCH, SOL	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

2.2 Simultaneously with the execution of this Agreement, the Escrow Collection Bank shall establish one or more 'no lien'and 'non-interest bearing'accounts with itself for the receipt of: (i) Bid Amounts from resident and non-resident Anchor Investors; and (ii) amount from the underwriters, if any, pursuant to their underwriting obligations in terms of the Underwriting Agreement, (the "**Escrow Accounts**"). The Escrow Accounts shall be specified as follows:

- In case of resident Anchor Investors and underwriters: Escrow Account – "Bench Mark Infotech Services Limited – Anchor Investor - R"; and
- In case of non-resident Anchor Investors: Escrow Account – "Bench Mark Infotech Services Limited – Anchor Investor - NR".

Simultaneously with the execution of this Agreement:(i) Public Offer Account Bank shall also establish 'no-lien' and 'non-interest bearing' Public Offer Account with itself, designated as the "Bench Mark Infotech Services Limited – Public Issue Account" and (ii) theRefund Bank shall establish 'no-lien and non-interestbearingrefund account' with itself, designated as the "Bench Mark Infotech Services Limited – Public Issue Refund Account".

2.3 The Company, with respect to itself and the portion of Equity Shares held by them and being offered pursuant to the Offer, shall execute all forms or documents and provide further information as may berequired under the Applicable Laws by the Escrow Collection Bankor the Refund Bank or the Public Offer Account Bankfor the establishment of the above Escrow Account, Refund Account and Public Offer Account, respectively.

2.4 None of the Escrow Account, Public Offer Account and Refund Account shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.

2.5 Each of the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amount lying to the credit of the Escrow Account, Public Offer Account and the Refund Account and that such amounts shall be applied, held and transferred in accordance with the provisions of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum,the Companies Act,the SEBI ICDR Regulations, Applicable Laws and the instructions issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.

2.6 The Escrow Collection Bank, the Public Offer Bank and the Refund Bank shall be entitled to appoint, with the prior consent in writing from the Companyand the BRLM, prior to the Anchor Investor Bid/Offer Period, such other banks as their agents (which are registered with SEBI under the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended, to act as their correspondent ("**Correspondent Bank(s)**") for the collection of Bid Amounts as well as for carrying out any of their duties and obligations under this Agreement, provided that each such Correspondent Bank provides written confirmation that it shall act entirely in accordance with the terms of this Agreement to the Company and to the Members of the Syndicate. The BRLMshall co-ordinate and correspond with the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank and not with any of the Correspondent Bank and the Escrow Collection Bank shall remain fully responsible for all obligations of the Correspondent Bank so appointed.

2.7 The monies lying to the credit of the EscrowAccount, the Public Offer Account and the Refund Account shall be held by the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, as the case may be, for the benefit of and as a fiduciary of the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, as the case may be, shall not have or create any lien on, or encumbrance or other right to, the amounts standing to the credit of the Escrow Accounts, the Public Offer Account and the Refund Account nor have any right to set off against such amount any other amount claimed by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank against any person.

2.8 The Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Bank shall comply with the terms of this Agreement, the Red Herring Prospectus,the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations 2018, the 2018 Circular,the FEMA, as amended and any other Applicable Laws, and all instructions issued by the Company, the BRLM and/or the Registrar, in connection with its responsibilities as an Escrow Collection Bank, the Public Offer Account Bank, Refund Bank or the Sponsor Bank as the case may beand each Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and/or the Sponsor Bank hereby agrees and confirms that it shall

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

be fully responsible and liable for any breach of the foregoing and for all acts and omissions under this Agreement.

3. OPERATION OF THE ESCROW ACCOUNTS

3.1. Deposit into the Escrow Accounts

3.1.1. The Bid Amounts (in Indian Rupees only) relating to Bids from the Anchor Investors, deposited by the Anchor Investors during the Anchor Investor Bidding Date in the manner set forth in the Red Herring Prospectus, the Preliminary Offering Memorandum and the Syndicate Agreement, with the Escrow Collection Bank at their designated branches, and shall be credited to the appropriate Escrow Accounts. Additionally, any amounts deposited by the eligible Anchor Investors in relation to any part of the Offer subsequent to the Anchor Investor Bidding Date and up to (and including) the Pay-in Date in relation to Anchor Investors and in the event that there are any underwriting obligations, such amount shall also be deposited into and credited to the appropriate EscrowAccountsprior tofinalisation of the Basis of Allotment or such othertime as may be agreed among the parties tothe Underwriting Agreement. All amounts lying to the credit of the Escrow Accounts shall be held for the benefit of the Beneficiaries.

3.1.2. The transfer instructions for payment into Escrow Accounts shall be drawn in favour of the Escrow Accounts specified in Clause 2.2.

3.1.3. The Escrow Collection Bank agrees that, in terms of the Applicable Law, ASBA shall be mandatory for all investors participating in the Offer, other than the Anchor Investors. The Escrow Collection Bank confirms that itshall not accept any ASBA Form relating to any ASBA Bidder from the Designated Intermediaries, except in its capacity as an SCSB. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrarin this regard.

3.1.4. In the event of any inadvertent error in calculation of any amounts to be transferred from the Escrow Account to the Public Offer Account or the Refund Account, as the case may be, the BRLM and the Company may, pursuant to an intimation to the Escrow Collection Bank, the Public Offer Account Bank, or the Refund Bank, as necessary,with a copy to the Registrarprovide revised instructions to the Escrow Collection Bank, the Public Offer Account Bank, or the Refund Bank, as applicable, to transfer the specified amounts to the Public Offer Account or the Refund Account provided that such revised instructions shall be issued promptly upon any of the BRLMor the Company becoming aware of such error having occurred (or erroneous instruction having been delivered) with a copy to the other Party. On the issuance of revised instructions as per this Clause 3.1.4, the erroneous instruction(s) previously issued in this regard to the Escrow Collection Bank, Public Offer Account Bank or Refund Bank, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause without any further act, intimation or instruction being required from or by any Parties, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the BRLM and the Company in terms of this Clause 3.1.4.

3.2. Application of amounts credited to Escrow Account, Public Offer Account and Refund Account

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

3.2.1. ***Failure of the Offer***

3.2.1.1. The Offer shall be deemed to have failed in the event of occurrence of any one of the following events:

(a) any event due to which the process of Bidding or the acceptance of Bids cannot start, including the Offer not opening on the Bid/ Offer Opening Date or any other revised date agreed between the Parties for any reason;

(b) the declaration of the intention of the Company to withdraw and/ or cancel the Offer at any time after the Bid/ Offer Opening Date until the Designated Date;

(c) The Offer shall have become illegal or, shall have been injuncted or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any Applicable Law or order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;

(d) Non-receipt of any regulatory approvals which can result into a material adverse change, in a timely manner in accordance with the Applicable Laws or at all, including, the listing and trading approval;

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	FOR AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 12121, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign.

(e) The Underwriting Agreement, if executed, or the Offer Agreement or the Engagement Lettersbeing terminated in accordance with its terms or having become illegal or unenforceable for any reason or,non-compliant with Applicable Laws or, if its performance has been prevented by SEBI, any court or other judicial, statutory or regulatory body or tribunal having requisite authority and jurisdiction in this behalf;

(f) The number of Allottees being less than 200;

(g) Non-receipt by the Company of minimum subscription of 100% in the Fresh Issue;

(h) The Underwriting Agreement is not executed on or prior to RoC Filing, unless the date is extended by the BRLM;

(i) The requirement for allotment of the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the Securities Contracts Regulation Rules, 1957, as amended, is not fulfilled;or

(j) Such other event as may be mutually agreed upon among the Company and the BRLM.

3.2.1.2. The BRLMshall intimate in writing to the Escrow Collection Bank and/orthe Public Offer Account Bank and/orthe Refund Bank and or the Sponsor Bank, as appropriate, and the Registrarof the occurrence of any of the following, in the form prescribed (as set out in **Schedule I** hereto) to transfer the fund from Escrow Collection account to the refund account:

(a) An event specified in Clause 3.2.1.1, following the receipt of the relevant information from the Companyand/or

(b) An event specified in Clause 11.2.4.1.,if the BRLM chose toterminate this Agreement.

3.2.1.3.

(a) The Escrow Collection Bank shall, on receipt of an intimation from the BRLM in writing as per Clause3.2.1.2, after notice to the Registrar, BRLM and theCompany forthwith on the same Working Day(for instructions issued during the business hours) and in any case not later than one Working Day from the receipt of written intimation from the BRLM, transfer any amounts standing to the credit of the Escrow Account to the Refund Account held with the Refund Bank, for the purpose of refunding such amounts to the Anchor Investors as directed by the BRLM.

(b) On receipt of intimation from the BRLM of the failure of the Offer as per Clause3.2.1.2, the Registrar shall forthwith, but not later than one Working Day,following the reconciliation of accounts (which reconciliation shall be completed within one (1) Working Day after the receipt of intimation of failure of the Offer) with the Escrow Collection Bank or Public Offer Account Bank, as applicable, provide to the SCSBs, Refund Bank and the Sponsor Bank, as applicable, with a copy to the BRLMand the Company, a list of Beneficiaries and the amounts to be refunded by the Refund Bank to such Beneficiaries(in the form specified in **Schedule II**, hereto) and a list of ASBA Bidders for unblocking the ASBA Accounts (including accounts blocked through the UPI mechanism), as applicable. The Company shall, within one Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto in accordance with this Clause 3.2.1.3, prepare and deliver the requisite stationery for printing of refund intimations to the Registrar's office, who in turn shall immediately dispatch such intimations to the respective Bidders and in any event no later than the time period specified in this regard in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum. The Registraragrees to be bound by any such instructions from the BRLM and agrees to render all requisite cooperation and assistance in this regard. The Refund Bank confirms that it has the required technology and processes to ensure that refunds made pursuant to the failure of the Offer as per Clause 3.2.1.2, shall be credited only to:(i) the bank account from which the Bid Amount was remitted to the Escrow Collection Bank, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended;b) remitted to the respective bank accounts of the Bidders, in case the amounts have been transferred to the Refund Account from the Public Offer Account, in case of occurrence of an event of failure of the Offer; and (ii) if applicable, the bank account of the underwriters or any other person in respect of any amounts deposited by the underwritersor any other person in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement.

(c) In case of Anchor Investors to whom refunds are to be made through electronic transfer of funds, the Refund Bank shall, within one Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto in accordance with Clause 3.2.1.3(b), after notice to the BRLM and the Company, ensure the transfer of the requisite amount to the account of the Beneficiaries, as directed by the Registrar (in the form specified in **Schedule II**, hereto). Such Anchor Investors will be sent a letter through ordinary post by the

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD	For AXIS BANK LTD. ARIJIT RADHUKUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

Registrarinforming them about the mode of credit of Refund within six Working Days after the Bid/Offer Closing Date.

(d) The Refund Bank shall provide the details of the UTR/control numbers of such remittances to the Registrar on the same day. Such Anchor Investors will be sent a letter through electronic mail on the date of the remittance and through registered post by the Registrar informing them about the mode of credit of refund within one (1) Working Day after the remittance date. In the event of any returns/rejects from NEFT/RTGS/NECS/direct credit, the Refund Bank shall inform the BRLM forthwith and arrange for such refunds to be made through immediate delivery of demand drafts if requested by the Bidder and/or the BRLM. The Refund Bank shall act in accordance with the instructions of the BRLM for issuances of these instruments. Physical refunds (if any) shall also be the responsibility of the Refund Bank.

(e) The entire process of refunds shall be completed within six (6) Working Days from the Bid/Offer Closing Date in accordance with Applicable Law. The Beneficiaries will be sent a letter by the Registrar, through ordinary post informing them about the mode of credit of refund within six Working Days after the Bid/ Offer Closing Date by the Registrar.

(f) The Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and the Sponsor Bank shall stand discharged of all their legal obligations under this Agreement only if they have acted in a *bona fide* manner and in good faith and in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Laws.

3.2.2. ***Events other than failure of the Offer***

3.2.2.1. After the funds are transferred to the Public Offer Account,in the event that the listing of the Equity Shares does not occur in the manner described in the Offer Documents, SEBI ICDR Regulations or any other Applicable Laws, the BRLM shall intimate the Public Offer Account Bank and the Registrar in writing (with a copy to the Company). The Public Offer Account Bank shall, and the Registrar shall ensure that the Public Offer Account Bank shall,after a notice to the BRLM (with a copy to the Company), not later than one Working Day from the date of receipt of the aforementioned notice, transfer the amount to be refunded from the Public Offer Account to the Refund Account. Thereafter the Refund Bank shall within one Working Day, ensure the refund of amounts held in the RefundAccountto the Bidders in accordance with the Applicable Law as per the modes specified in the Red Herring Prospectus and the Prospectus. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the Bidders without any right or lien thereon.

3.2.3. ***Completion of the Offer***

3.2.3.1. In the event of the completion of the Offer:

(a) The BRLM shall, after the filing of the Red Herring Prospectus with the RoC and prior to the Anchor Investor Bidding Date, and upon receipt of information from the Company, intimate in writing in the form provided in **Schedule III** hereto, the Anchor Investor Bidding Date and the Bid/Offer Opening Dateand Bid/Offer Closing Date to the Escrow Collection Bank, Public Offer Account Bank, Refund Bank, the Sponsor Bank and the Registrarwith a copy to the Company.

(b) The Registrar along with the BRLM shall, on or prior to the Designated Date in writing, in the form provided in **Schedule IV,**intimate the Escrow Collection Bank (with a copy to the Company),the Designated Date, and provide the Escrow Collection Bank with the written details of the Bid Amounts relating to the Anchor Investors and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement to be transferred to the Public Offer Account.The Registrar, along with the BRLM, shall also, on or prior to the Designated Date in writing intimate the SCSBs and the Sponsor Bank, if applicable (with a copy to the Company), the Designated Date, and provide the SCSBs and Sponsor Bank, if applicable, with the written details of the Bid Amounts that have to be transferred to the Public Offer Account. The Sponsor Bank shall be responsible for sharing the details of Bid Amounts that are required to be transferred to the Public Offer Account from the respective bank accounts of the RIB Bidders using UPI mechanism. On the Designated Date,the Escrow Collection Bank, the SCSBs(including the RIB's bank on raising of debit/ collect request by the Sponsor Bank), on receipt of such details from the BRLM and the Registrar or the Sponsor Bank (in case of RIBsBiddingusing the UPI mechanism), within Banking Hours, transfer the amounts lying to the credit of the Escrow Accounts or blocked in the ASBA Accounts in relation to the successful Bids, to the Public Offer Account.The Sponsor Bank, based on the mandate approved by the respective RIBs at the time of blocking of their respective funds, will raise the debit/ collect request from the RIB's bank account, whereupon the funds will be transferred

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from the RIB's account to the Public Offer Account and the remaining funds, if any, will be unblocked without any manual intervention by the RIB or its bank. Immediately upon the transfer of the amounts to the Public Offer Account, the Escrow Collection Bank shall appropriately confirm the same to the Registrar and BRLM (with a copy to the Company).Subject to the receipt of the final listing and trading approvals, the amounts to be either unblocked or transferred to the Public Offer Account by the Escrow Collection Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Offer and amounts, if any, paid by the underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be transferred from the Bidders ASBA Account and transferred to the Public Offer Account by the SCSBs(including the RIB's bank on raising of debit/ collect request by the Sponsor Bank), as applicable, represent Bids from ASBA Bidders that have received confirmed allocation in respect of the Equity Shares in the Offer.

(c) Thereupon, in relation to amounts lying to the credit of the Public Offer Account, the Bidders or Underwritersshall have no beneficial interest therein save as provided in Section 40 of the Companies Act, 2013. For the avoidance of doubt, it is clarified that the Bidders or Underwritersshall continue to be Beneficiaries in relation to the Surplus Amount, if any, and subject to Clause 3.2.2.1 and receipt of the final listing and trading approvals, Company (to the extent of the expenses incurred in relation to the Offer and payable out of the Offer proceeds) shall be the Beneficiaries in respect of the monies transferred to the Public Offer Account. Further, it is hereby clarified that until the receipt of final listing and trading approvals from the Stock Exchange, the Public Offer Account Bankshall not transfer the monies due to the Company, if applicable, net of the Offer Expenses, from the Public Offer Account to the Company's bank account. The transfer to the Public Offer Account shall be subject to the Public Offer Account Bankreceiving written instructions from the Company and/or the BRLM, in accordance with Clause 3.2.3.2.Notwithstanding anything stated in this Agreement, the Companyhereby agree itthey shall take all necessary actions to ensure that the monies payable in terms of the Engagement Letter shall be paid to the BRLM and to the legal counsel upon receipt of the final listing and trading approvals from the Stock Exchange in accordance with the provisions of this Agreement and the Engagement Letter.

(d) The Registrar shall, within three Working Days from the Bid/Offer Closing Date, inthe prescribed form (specified in **Schedule V** hereto), intimate the BRLM (with a copy to the Company), the aggregate amount of commission payable to theDesignated Intermediaries and Sponsor Bankas calculated by the Registrar. For the avoidance of doubt, the quantum of commission payable to the Sponsor Bank, Registered Brokers, the RTA and the CDPs shall be determined on the basis of such Bid cum Application Forms processed/procured by them and which are eligible for Allotment, in accordance with Applicable Law and the payment of commission to the Registered Brokers will be made by the Stock Exchange and the BRLM shall not be liable to make such payments.

3.2.3.2. Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Public Offer Account, the following specific provisions shall be applicable:

(a) The Company agree to retain not less than such amounts as may have been estimated towards Offer expenses and disclosed in the Prospectus and be specified by the BRLM towardsOffer expenses including, without limitation: (i) fees, advisory fees, incentives, commissions, brokerage and expenses payable to various intermediaries in terms of the Engagement Letter, the Offer Agreement, the Syndicate Agreement, this Agreement and the Underwriting Agreement by the Company; (ii) fees and expenses payable to the legal counsel; and (iii) in the Public Offer Account until such time as the BRLM instruct the Public Offer Account Bank, in the form specified in **Schedule VI**or **Schedule VII**, as applicable,with a copy to the Company and the Public Offer Account Bank agrees to retain not less than such amounts.If withholding tax is applicable, the Company will deduct the same from the fee payment and will provide the members of the Syndicate and/or any other intermediary, as the case may be, with an original or authenticated copy of the tax receipt.

(b) Post receipt of final listing and trading approvalsfrom the Stock Exchangethe BRLMshall, by one or more instructions tothe Public Offer Account Bank, with a copy to the Company and written or email confirmation from the company registered email id,in the form specified in **Schedule VI**, instruct the Public Offer Account Bank, of the amount of the payment towards theOffer Expensesand the Public Offer Account Bankshall remit such amountswithin one Working Day of receipt of the instruction from the BRLM.

(c) The written or email instructions as per **Schedule VI**,**Schedule VII** and **Schedule VIII**shall be valid instructions if signed by the any one person named as authorized signatories or from the registered email id/s of the BRLM in **ScheduleIXA,** and whose specimen signatures or registered email/s are contained herein, in accordance with Clause 18 or as may be authorized by the respective BRLMwith intimation to the Escrow Collection Bank, Public Offer Account Bank or the Refund Bank,with a copy of such intimation to the Company and written confirmation or registered email confirmation by the company..

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARNAB KUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975 EMP ID: 15221, SS NO: 22105 Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Sign

(d) The instructions issued by the BRLM along with a confirmation by the company shall be binding on the Public Offer Account Bank of any contrary claim or instructions from any party.

(e) The Parties acknowledge and agree that the sharing of all costs, charges, fees and expenses associated with and incurred in connection with the Offer (including any variable or discretionary fees, expenses and costs arising in connection with the Offer) will be in accordance with this Agreement, the Offer Agreement and the Engagement Letter entered into between the Companyand the BRLM.

(f) Further, in the event of any expenses or amounts in relation to the Offer as agreed in this Agreement, the Engagement Letter, Offer Agreement, Syndicate Agreement and Underwriting Agreement or as may otherwise be agreed between the members of the Syndicate and the Company, falling due to the members of the Syndicate after closure of the Public Offer Account, or to the extent that such expenses or amounts falling due to the members of the Syndicate are not paid from the Public Offer Account, the Company shall reimburse the members of the Syndicate.

(g) The BRLM shall, following the receipt of the details of the bank accounts as specified in Clause 3.2.3.2 (f) and subject to payment of the Offer Expenses, as specified in Clause 3.2.3.2 (a), (c) and (d) above, provide the Public Offer Account Bank (with a copy to the Company), in the form prescribed in **Schedule VIII**instructions stating the amount to be transferred from the Public Offer Account to the respective bank account(s) of the Company, and the Public Offer Account Bank shall remit such amounts within one Working Day from the receipt of such instructions, subject to receipt of all requisite remittance documents by the Public Offer Account Bank. The BRLM shall not provide any documentation or confirmation or execute any document in relation to the remittance, save and except the fund transfer instructions being provided by them to the Public Offer Account Bank; The BRLM shall not be considered as a "Remitter". The responsibility of providing all remittance documents shall only be of the Company in terms of the provisions of this Agreement, and no responsibility shall lie on the BRLM in relation to the same. The BRLM shall also not be responsible for any delay in preparation/ delivery of the remittance documents including but not limited to Form A2, 15 CA/ CB, customer request letter (CRL) and any such other documents requested by the Public Offer Bank.

3.2.4. ***Refunds***

3.2.4.1.

(a) In accordance with the procedure set out in the Red Herring Prospectus, the Registraralong with the BRLM shall at any time on or after Designated Date in the form provided in **Schedule IX** hereto provide the Escrow Collection Bank(with a copy to the Company) with details of the Surplus Amount, if any, to be transferred to the Refund Account with the Refund Bank. Further, the Registrar (with a copy to each of the BRLM, the Company) shall also provide the Refund Bank details of the Bidders to whom refunds have to be made from the Refund Accountin the form provided in **Schedule II**hereto.

(b) Notwithstanding the above, the entire process of refunds through electronic clearance shall be completed within six Working Days from the Bid/ Offer Closing Date in terms of the SEBI ICDR Regulations, relevant circulars issued by SEBI and other Applicable Laws.

3.2.4.2. The Escrow Collection Bank agrees that it shall immediately and, in any event, no later than one Working Day of receipt of such intimation as provided in Clause 3.2.4.1(a) from the Registrar along with the BRLM transfer the Surplus Amount to the Refund Account. Further, the Refund Bank shall immediately and in any event no later than one Working Day of the receipt of intimation as per Clause3.2.4.1(a), issue refund instructions to the electronic clearing house. Such instructions by the Registrar, shall be issued within such time that, the entire process of refunds through electronic clearance shall be completed within six Working Days from the Bid/ Offer Closing Date in terms of the SEBI ICDR Regulations, relevant circulars issued by SEBI and other Applicable Laws.

3.2.4.3. The refunds pertaining to amounts in the Refund Account shall be made by the Refund Bank to the respective Anchor Investors in manner provided in the Red Herring Prospectus and in accordance with Applicable Laws.For the purposes of such refunds, the Refund Bank will act in accordance with the instructions of the Registrar for issuances of such instruments, copies of which shall be marked to the Company and the BRLM.

3.2.4.4. Online validation at the point of payment by the Refund Bank is subject to the Registrar to the Offer providing complete master lists ("**Masters**") to the Refund Bank, in the format specified by the Refund Bank. The Registrar to the Offer shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely and accurate refund. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar to the Offer and the Refund Bank shall provide a list of paid/unpaid cases at regular intervals or as desired by the Registrar to the Offer, BRLM, the

BENCH MARK INFOTECH SERVICES LTD.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
MANAGING DIRECTOR	Authorised Signatory	For AXIS BANK LTD.	Authorised Sign
Vineet Kumar Gupta	Mohit Baid	ARIJIT RABINDRA KUMAR GHOSH	
Managing Director	Director	BRANCH HEAD, AVP,	
DIN: 00967830	DIN: 08594571	PHOOLBAGAN BRANCH, SOL: 5975	
		Authorised Signatory	

Company. At the end of the validation period, the Refund Bank shall provide to the Registrar to the Offer a list of paid and unpaid cases. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar to the Offer and the BRLM and intimated to the Company, prior to dispatch of refund.

3.2.4.5. The Escrow Collection Bank, Public Offer Account Bank and the Refund Bank shall not be responsible for any claim by any Beneficiary or any other person for fraudulent encashment through pilferage, alteration, forgery, duplication, or presentment through wrong bank, provided the Escrow Collection Bank, Public Offer Account Bank and the Refund Bank have acted in accordance with the provisions of this Agreement and in good faith. Notwithstanding the aforesaid, the Escrow Collection Bank, Public Offer Account Bank and the Refund Bank shall be responsible for any claim as described above, if the same is attributable to any breach of obligations under this Agreement by them or an act of fraud, negligence or in case of any misconduct by them.

3.2.5. ***Closure of the Escrow Account, Public Offer Account and Refund Account***

3.2.5.1. Upon receipt of instructions from the Registrar, the Company and the,the Escrow Collection Bank shall take necessary steps to ensure closure of Escrow Accounts once all monies therein are transferred into the Public Offer Account, or the Refund Account, as the case may be, and not later than six months from the date of opening such Escrow Accounts. The Public Offer Account Bank shall take the steps necessary to ensure closure of the Public Offer Account promptly and after all monies in the Public Offer Account are transferred, in accordance with the terms of this Agreement. The Refund Bank shall take the necessary steps to ensure closure of the Refund Account, once all Surplus Amounts or other amounts pursuant to Clause3.2.1 or Clause 3.2.2, if any, are refunded to the Bidders to whom refunds are required to be made, in accordance with the terms of this Agreement. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven years from the date of such payment becoming first due, such amounts shall be transferred by the Refund Bank, without any further instruction from any Party, to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013. The Company shall cooperate with the Escrow Collection Bank to ensure such closure of the Escrow Accounts, the Public Offer Account and the Refund Account.

3.2.5.2. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank agree that prior to closure of the Escrow Accounts, the Public Offer Account and the Refund Account, respectively, they shall intimate the Company and the BRLM that there is no balance in the Escrow Accounts, the Public Offer Account and the Refund Account, respectively and shall provide a signed copy of the complete and accurate statement of accountsto the Company, the Registrar and the BRLMin relation to deposit and transfer of funds from each of the Escrow Accounts, the Public Offer Account and the Refund Account. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank hereby agree that they shall close the respective accounts only after delivery of such statement of accounts and upon receipt of instructions from the Company,the Registrarand the BRLM.

3.2.5.3. Within five (5) Working Days of closure of the Escrow Accounts, the Public Offer Account and the Refund Account, the Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank, respectively shall provide confirmation of the closure of such accounts to the BRLM, the Company.

3.2.6. ***Miscellaneous***

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT REBU KUMAR GHOSH BRANCH HEAD, AVP PHOOLBAGAN BRANCH, SOL: 5975 EMP ID: 911213 S.NO: 22105	For KFin Tech Ltd. KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

3.2.6.1. Each of the Escrow Collection Bank, Public Offer Bank Account, the Refund Bank shall act promptly and within the time periods specified in this Agreement, upon any written instructions of the BRLM and the Company along with the Registrar, as applicable, including those referred to in Clauses 3.2.3.1, 3.2.3.2 and 3.2.4.1 in relation to amounts to be transferred from the Escrow Accounts or the Public Offer Account or in relation to amounts to be refunded from the Refund Account prior to trading approvals or otherwise.

3.2.6.2. Each of the Escrow Collection Bank, the Public Offer Account Bank, Refund Bankor the Sponsor Bank shall stand discharged of all its legal obligations under this Agreement, if it has acted *bona fide* and in good faith in pursuance of the written instructions/information provided under the terms of this Agreement, as the case may beand in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, thePreliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Laws.

3.2.6.3. The BRLM are hereby severally authorized to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Escrow Account(s) to the Public Offer Account and the Refund Account, as applicable.

4. DUTIES AND RESPONSIBILITIES OF THE REGISTRAR

4.1. The Parties hereto agree that, in addition to the duties and responsibilities set out in the registrar agreement dated July 23, 2026 (the "Registrar Agreement"), the duties and responsibilities of the Registrar shall include, without limitation, the following and the Registrar shall, at all times, carry out its obligations hereunder diligently and in good faith.

4.2. (a) The Registrarshall maintain at all times accurate physical and electronic records, as applicable,in connection with the Offer and as required underApplicable Laws and the Registrar Agreement, including, without limitation, the following:

(i) details of the monies to be transferred to the Public Offer Account, and the Refunds to be returned to the Anchor Investors, Bidders and Underwriters (as applicable) in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations, 2018 and the Companies Act;

(ii) details of rejected and/or withdrawals (including request of withdrawal) of Bids received;

(iii) final certificates received from the Escrow Collection Bank, SCSBs and the Sponsor Bank through the Stock Exchanges;

(iv) details of files in case of refunds to be sent by electronic mode, such as NEFT/ RTGS, etc.;

(v) details regarding all Refunds made (including intimations) to Bidders;

(vi) particulars of various pre-printed and other stationery supported by reconciliation of cancelled/spoilt stationery;

(vii) particulars relating to Allottees;

(viii) particulars relating to the aggregate amount of commission payable to the Registered Brokers in relation to the Offer in accordance with the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI, the circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI, circular No.CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, issued by SEBI, and the details of such compensation shared with the stock exchanges, and particulars relating to the aggregate amount of commission payable to the Sponsor Banks, RTAs, CDPs, Syndicate Members and SCSBs in relation to the Offer; and

(ix) all correspondence with the BRLM, Designated Intermediaries, the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank,the Sponsor Bank, the SCSBs and regulatory authorities.

The Registrar shall promptly supply such records to the BRLM on being requested to do so.

(b) The Registrar shall comply with the provisions of the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular No. CIR/CFD/DIL/2/2011 dated May 16, 2011, the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012,

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	FOR AXIS BANK LTD. AMRIT RANJAN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL: 5975	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Signatory

the 2015 Circular, the SEBI Circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and any other provisions of Applicable Law.

(c) The Registrarshall perform its duties diligently and in good faith under this Agreement and the Registrar Agreement and under Applicable Laws and shall provide in a timely manner all accurate information to be provided by it under this Agreement and under the SEBI ICDR Regulations and any circulars issued by the SEBI, to ensure timely and proper approval of the Basis of Allotment by the Designated Stock Exchange, timely and proper Allotment and refund through electronic mode without delay, including instructing the Escrow Collection Bank of the details of the moneys and Surplus Amount required to be transferred to the Refund Account and the Refund Bank of the details with respect to the amount required to be refunded to the Bidders, all within six Working Days from the Bid/Offer Closing Date and extend all support for obtaining the final listing and trading approval for the Offered Shares offered and sold pursuant to the Offer within threeWorking Days from the Bid/ Offer Closing Date or within such time as prescribed by SEBI. The Registrarshall be solely responsible and liable for any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement.

(d) The Registrarshall solely be responsible for the correctness and validity of the information provided for the purposes of reporting, including to SEBI and the Stock Exchange, and shall ensure that such information is based on authentic and valid documentation received from the members of the Syndicate, Escrow Collection Bank, Refund Bank and the Sponsor Bank, as applicable.

(e) The Registrarshall perform all obligations as per the effective procedure set forth among the Company, the BRLM and the Registrarand in accordance with Registrar Agreement, and undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the same. The Registrar further undertakes to provide in a timely manner all accurate information and notifications to be provided by it under the Underwriting Agreement, as and when executed.

(f) The Registrarshall ensure that letters, certifications and schedules, including final certificates, received from SCSBs, Sponsor Banks (through the Stock Exchange),Escrow Collection Bank and Refund Bank are valid and are received within the timelines specified under applicable regulations. The Registrarshall also be responsible for providing instructions to the SCSBs and the Sponsor Bank, for the amounts to be transferred by SCSBs or the RIBs banks (in case of RIBs bidding through the UPI mechanism) from ASBA Accounts to Public Offer Account, and the amounts to be un-blocked by SCSBsin ASBA account as well as the amounts to be transferred by the Escrow Collection Bank to the Public Offer Account or Refund Account, as the case may be.

(g) The Registraragrees that at all times, the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Bankwill not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar.

(h) The Registraragrees upon expiry/termination of this Agreement to immediately destroy or deliver without retaining any copies and shall confirm in writing that it has duly destroyed and/or returned all property of the Escrow Collection Bank and materials related to the refund to the Refund Bank all the documents and any/all data, held by it and which are in possession/custody/control of Registrar, to the Escrow Collection Bankand Refund Bank, respectively.

(i) The Registrar shall perform a validation of the electronic Bid details received from the Stock Exchanges in relation to the DP ID, Client ID and PAN with the records maintained by the Depositories and a reconciliation of the final certificates received from the Bankers to the Offer and SCSBs/Sponsor Bank with the electronic Bid details. The Registrar shall intimate the Managers and the Bankers to the Offer with any data discrepancy as soon as such reconciliation is complete. The Registrar, based on information of Bidding and blocking received from Stock Exchanges, would undertake reconciliation of the Bid data and block confirmation corresponding to the Bids by all investor category applications (with and without the use of UPI) and prepare the basis of allotment.

(j) The Registrar shall send the bank-wise data of the Allottees, amount due on Equity Shares Allotted, if any to the SCSB and the Sponsor Bank, and the balance amount to be unblocked in the corresponding SCSB account (in case of non-UPI mechanism).

(k) The Registrar shall reject any Bids made by Bidders from third party bank accounts or from third party linked bank account UPI ID, subject to such data being provided by the Stock Exchanges, SCSB and/or the Sponsor Bank, either through the Bid book or otherwise.

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP PHOOLBAGAN BRANCH, SOL: 5975 EMP ID: 13971, SS NO: 22105	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

4.3. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Registrarshall indemnify and hold harmless the other Parties hereto,in the manner provided in this Agreement, against any and all losses, claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees, etc., relating to or resulting from any delay or failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Offer or any losses arising from difference or fluctuation in currency exchange rates, and expenses (including interest, penalties, attorney's fees, accounting fees and investigation costs) relating to or resulting from, including without limitation to the following:

(a) any delay, error, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendments thereto), and any other document detailing the duties and responsibilities of the Registrar related to the Offerincluding, without limitation, against any fine or penalty imposed by SEBI or any other regulatory authority or court of law, provided however that the Registrarshall not be responsible for any of the foregoing resulting, directly and solely, from a failure of any other Party in performing its duties under this Agreement on account of gross negligence or wilful default;

(b) any delays in supplying accurate information for processing Refunds or unblocking of excess amount in ASBA Accounts;

(c) any claim by or proceeding initiated by any regulatory or other authority under any statute or regulation on any matters related to the transfer of funds by Escrow Collection Bank/ Refund Bank;

(d) wrongful rejection of Bids;

(e) misuse of the refund instructions or of negligence in carrying out the refund instructions;

(f) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange;

(g) any delays in supplying accurate information for processing the Refunds or any claim made or issue raised by any Anchor Investor or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bankor the Sponsor Bank hereunder;

(h) misuse of scanned signatures of the authorized signatories of the Registrar;

(i) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful investors based on the approved Basis of Allotment by the Designated Stock Exchange; and/or

(j) in each case, which may result in a liability, claim, action, cause of action, suit, lawsuit, demand, damage, loss, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) against the Escrow Collection Bank or the Refund Bank or the Public Offer Account Bank or the Sponsor Bank or any other Parties.

4.4. The Registrarshall act in accordance with, the instructions of the Company, the BRLM and Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and the BRLM and comply with the instructions given jointly by the Company and the BRLM.

4.5. The Registrarwill coordinate with all the concerned parties to provide necessary information to the Escrow Collection Bank/Public Offer Account Bank/Refund Bank/Sponsor Bank.

4.6. The Registrar shall use its best efforts while processing all applications to separate eligible applications from ineligible applications, i.e., applications which are capable of being rejected on any of the technical or other grounds as stated in the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum or for any other reasons that comes to the knowledge of the Registrar. The Registrar shall identify the technical rejections solely based on the electronic Bid file(s) received from the Stock Exchanges.

4.7. The Registrar shall ensure that any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies are

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD GYR CAPITAL ADVISORS PRIVATE LIMITED	For AXIS BANK LTD. ARIJIT RANJAN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 1 21, SS NO: 22105	For KFin Tech Ltd.
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

redressed in a timely manner in accordance with Applicable Law, and shall provide requisite reports to the Company and the BRLM.

4.8. The Registrar Will Provide the Allotment File within 7 Working days from issue opening date.

4.9 The Registrar shall ensure full reconciliation of collections in the Public Issue Accounts with the information and data available with them. The Registrar to the Issue, shall provide a certificate to the Book Running Lead Manager and the Company confirming such reconciliation.

5. DUTIES AND RESPONSIBILITIES OF THEBRLM

5.1. Other than as expressly set forth in the SEBI ICDR Regulations in relation to the ASBA Bids submitted to the BRLM, no provision of this Agreement will constitute any obligation on the part of any of the BRLM to undertake any obligation or have any responsibility or incur any liability in relation to the ASBA Bids procured by the Designated Intermediaries.

5.2. The Parties hereto agree that the duties and responsibilities of the BRLM under this Agreement shall be as set out below:

a. On receipt of information from the Company and intimate in writing the Anchor Investor Bidding Date and the Bid/ Offer Opening Date prior to the opening of Banking Hours during the Anchor Investor Bidding Dateto the Escrow Banks, Sponsor Bank and the Registrar in the form attached hereto as **Schedule III**.

b. On the receipt of information from the Company and inform the Registrar, Sponsor Bank, the Escrow Collection Bank/Public Offer Account Bank/Refund Bank regarding the occurrence of any of the events mentioned in Clause3.2.1.1.

c. Along with the Registrar, instruct the Escrow Collection Bank of the details of the monies to be transferred to the Public Offer Account and the Surplus Amounts to the Refund Account in accordance with the terms herein, the Red Herring Prospectus and Applicable Laws.

d. On or prior to the Designated Date, the BRLM shall intimate the Designated Date to the Escrow Collection Bank, the Sponsor Bank and the SCSBs.

e. Instruct the Public Offer AccountBank of the details of the monies to be transferred from the Public Offer Account to the account(s) of the Company (if applicable), respectively, in accordance with Clause 3.2.3.2.

5.3. The BRLM shall, on issuing all instructions as contemplated under Clause 5.2 be discharged of all its obligations. The obligations, representations, warranties, undertakings, liabilities and rights of the BRLM under this Agreement shall be several and not joint.No BRLM shall be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other BRLM or Syndicate Member (or agents of such other BRLM, including Sub-syndicate Members of such other BRLM) or other Designated Intermediaries in connection with the Offer.

6. DUTIES AND RESPONSIBILITIES OF THE ESCROW COLLECTION BANK, PUBLIC OFFER ACCOUNT BANK, REFUND BANK AND/OR SPONSOR BANK

Other than as specifically provided under the SEBI ICDR Regulations and any circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of any of the Escrow Collection Bank, Public Offer Account Bank or Refund Bank to comply with the instructions in relation to the application money blocked under the ASBA process. The Parties hereto agree that the duties and responsibilities of the Escrow Collection Bank, the Public Offer Account Bank, Refund Bankand the Sponsor Bank shall be as applicable, including, without limitation, the following:

6.1 The duties and responsibilities of the Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and Sponsor Bank are as expressly set out in this Agreement. Each of the Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and Sponsor Bank shall at all times carry out its obligations hereunder diligently and in good faith and strictly in compliance with instructions delivered pursuant to this Agreement, as applicable, and in compliance with Applicable Law.

6.2 The Escrow Collection Bank shall accept the payment instructions and related documents from BRLM (and not from the Anchor Investors directly) relating to Bids from Anchor Investors only during the Anchor Investor Bidding Date.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARNAB KUMAR GHOSH Authorised Signatory	Authorised Signatory

6.3 The Escrow Collection Bank shall ensure that the Bid Amounts paid by the Anchor Investor and any amounts paid by the Underwriters or any other person pursuant to any underwriting obligations under the Underwriting Agreement are deposited by it in/transferred by it to the Escrow Accounts and transfers are made by it in accordance with the terms of this Agreement;

6.4 The Escrow Collection Bank shall accept the credits through RTGS/NEFT/direct credit during the Anchor Investor Bidding Date or from authorized persons towards payment of any amounts by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement;

6.5 In terms of the circular No. CIR/CFD/14/2012 dated October 4, 2012 issued by SEBI and the circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI, the controlling branch of the Escrow Collection Bank shall consolidate the electronic schedule of all branches, reconcile the amount received and send the consolidated schedule to the Registrar along with the final certificate in this regard;

6.6 The Escrow Collection Bank shall not accept the Bid Amounts and the Anchor Investor Application Forms from the BRLM at any time later than the Pay-in Date, unless advised to the contrary by the Registrar and the other BRLM. The Escrow Collection Bank shall keep a record of such Bid Amounts and the Anchor Investor Application Forms and shall promptly, no later than one (1) Working Day from receipt of the Anchor Investor Application Forms, forward scanned copies of such forms to the Registrar and shall also provide the BRLM the details of the Bid amounts and statement of account balance, at the request of the BRLM;

6.7 On the Designated Date, the Escrow Collection Bank shall on receipt of written instructions in this regard from the Registrar and the BRLM, (i) transfer the monies in respect of successful Bids to the Public Offer Account; and (ii) transfer the Surplus Amounts to the Refund Account as provided in Clause 3.2.4 of this Agreement. The Escrow Collection Bank should ensure that the entire funds in the Escrow Accounts are either transferred to the Public Offer Account or the Refund Account and appropriately confirm the same to the Registrar and BRLM (with a copy to the Company).

6.8 In the event of the failure of the Offer, and upon written instructions regarding the same from the BRLM, the Escrow Collection Bank shall forthwith transfer any fund standing to the credit of the Escrow Accounts to the Refund Account and the Refund Bank shall make payments in accordance with Clause 3.2.1.3 of this Agreement.

6.9 In the event of a failure to obtain listing and trading approvals for the Equity Shares after the funds are transferred to the Public Offer Account and upon the receipt of written instructions from the BRLM, the Public Offer Account Bank shall forthwith transfer the amounts held in the Public Offer Account to the Refund Account and the Refund Bank shall make payments in accordance with Clause 3.2.2 of this Agreement.

6.10 The Escrow Collection Bank shall ensure full reconciliation of collections in the Escrow Accounts with the information and data provided by the Registrar, and the Escrow Collection Bank and the Registrar shall jointly provide a certificate to the BRLM confirming such reconciliation within the time prescribed by the SEBI;

6.11 The Escrow Collection Banks/the Public Offer Account Bank/ Refund Bank, in their respective capacities, shall not exercise any lien, encumbrance or other rights over the moneys deposited with them or received for the benefit of the Escrow Accounts or Public Offer Account Bank or the Refund Account, as the case may be, and shall hold the monies therein in trust for the Beneficiaries. The Escrow Collection Bank, the Public Offer Account Bank and the Refund Bank shall not have any right to set off such amount or any other amount claimed by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank against any person, .

6.12 The Escrow Collection Bank shall deliver on a timely basis, the final certificates in respect of Bid amounts received from Anchor Investors and the relevant schedules during the Anchor Investor Bidding Date, to the Registrar, or such other later date as may be communicated to them by the BRLM in consultation with the Registrar and in no case later than the pay-in date for the Anchor Investors as specified in the CAN. The Escrow Collection Bank shall ensure that the final certificates issued are valid.

6.13 The Refund Bank shall ensure that no request/instructions for payment of refunds shall be delayed beyond a period of two Working Days from the date of receipt of the request/instructions for payment of refunds and shall expedite the payment of refunds.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABINDRA KUMAR GHOSH BRANCH HEAD, A.V.P. PHOOLBAGAN BRANCH, SOL : 5975	
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised sign.

6.14 The Escrow Collection Bank and Sponsor Bank, shall maintain verifiable records of the date and time of forwarding/handing over of bank schedules, final certificates, as applicable to the Registrar.

6.15 The Escrow Collection Bank agrees that, in terms of the 2015 Circular and the 2018 Circular, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank confirms that it shall not accept any Bid cum Application Form or payment instruction relating to any ASBA Bidder from the members of the Syndicate/ Sub-syndicate Members or other Designated Intermediaries in its capacity as Escrow Collection Bank. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrar in this regard.

6.16 The Escrow Collection Bank, the Public Offer Bank and the Refund Bank agree that the Escrow Accounts, Public Offer Account and Refund Account, as applicable, opened by them shall be no lien and non-interest-bearing accounts and shall be operated in accordance with RBI circular dated May 2, 2011 A.P.(DIR Series) Circular No. 58. The Escrow Collection Bank will not issue any cheque book against any of the accounts.

6.17 Subject to Clause 6.14, no implied duties or obligations shall be read into this Agreement against the Escrow Collection Bank/Public Offer Account Banks, Refund Bank and the Sponsor Bank. The Escrow Collection Bank shall further not be bound by the provisions of any other agreement between the other parties to this Agreement to which it is not a party, save and except this Agreement, and the engagement letter.

6.18 The Escrow Collection Bank and the Refund Bank shall act *bona fide* and in good faith, in pursuance of the written instructions of, or information provided by, the Registrar or the BRLM, the Company.

6.19 The Escrow Collection Bank, Public Offer Account Bank, Refund Bank and the Sponsor Bank will be entitled to act on instructions received from the BRLM and/or the Registrar pursuant to this Agreement through facsimile / mail after due authentication of the signatures on facsimile instructions with the specimen signatures. The Escrow Collection Bank shall act promptly on the receipt of such information/instruction within the time periods specified in this Agreement and under Applicable Laws.

6.20 Following the transfer of the amounts from the Public Offer Account to the respective bank accounts of each of the Company, the Public Offer Account Bank shall provide to each of the Company and the BRLM, a detailed statement of all amounts transferred to and from the Public Offer Account.

6.21 The Escrow Collection Bank shall facilitate the Company in making any regulatory filings in accordance with the foreign exchange laws in India, as maybe required and promptly provide any documents as required by the Company in this regard.

6.22 The Escrow Collection Bank shall take necessary steps to ensure closure of the Escrow Account once all monies are transferred into the Public Offer Account or the Refund Account as the case maybe.

6.23 The Escrow Collection Bank, the Public Offer Bank and the Refund Bank may, acting in good faith, rely on any written instructions issued in accordance with the terms of this Agreement believed by it to have been executed by an authorized signatory of the issuer of such instructions. If any of the instructions are not in accordance with or not in the form set out in this Agreement, the Escrow Collection Bank and Refund Bank shall immediately notify and seek clarifications from the Company and each of the BRLM.

6.24 The Parties agree that Escrow Collection Bank is acting in its capacity as an escrow agent only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.

6.25 The Sponsor Bank shall carry out their obligations prescribed under the 2018 Circular diligently, in form and in spirit and shall ensure the following:

i. it shall provide the UPI linked bank account details of the relevant RIBs to the Registrar for the purpose of reconciliation;

ii. it shall act as a conduit between the Stock Exchanges and NPCI in order to push the mandate collect requests and / or payment instructions of the RIB into the UPI;

iii. it shall initiate mandate requests on the relevant RIBs, for blocking of funds equivalent to the application amount, through NPCI, with their respective bank accounts basis the Bid details shared by the Stock Exchanges on a continuous basis, within the Bid/Offer Period. It shall ensure that intimation of such request is received by the relevant RIBs at its contact details associated with its UPI ID linked bank account, as an SMS/intimation on the mobile app.

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. Authorised Signatory	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571		

iv. it shall not accept Bid details from the Stock Exchanges post the end of 1 (one) Working Day from the Bid/Offer Closing Date;

v. the Sponsor Bank shall send the final certificate (reconciliation file) (confirmation of funds blocked) to the Registrar (which shall include UPI linked bank account details of the respective RIB's), through the Stock Exchanges, within 2 (two) Working Days of the Bid/Offer Closing Date;

vi. after the approval of the Basis of Allotment by the Designated Stock Exchange and upon receipt of instructions from the Registrar in writing, it will give debit instructions and ensure transfer of funds (equivalent to the Allotments received) from the respective accounts of the relevant RIBs, linked with their UPI IDs, to the Public Offer Account;

vii. it shall provide a confirmation to the Registrar once the funds are credited from the RIB's bank account to the Public Offer Account;

viii. In cases of Bids by RIB's using the UPI mechanism, the Sponsor Bank shall inform the Stock Exchanges that the UPI ID mentioned in the Bid details, shared electronically by the Stock Exchanges, is not linked to a UPI 2.0 bank account.

6.26 Escrow Collection Bank, the Public Offer Bank and the Refund Bank shall act only in accordance with the written instructions from the Managers and as expressly provided in this Agreement and shall not be deemed to be fiduciary or a trustee or have any obligations of a fiduciary or a trustee under the terms of this Agreement. Escrow Collection Bank, the Public Offer Bank and the Refund Bank is under no obligation to verify the authenticity of any instructions received under this Agreement. In cases where Escrow Collection Bank, the Public Offer Bank and the Refund Bank receives instructions which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action.

6.27 Escrow Collection Bank, the Public Offer Bank and the Refund Bank will not be required to institute or defend any action involving any matters referred to herein or which affect it or its duties or liabilities hereunder.

6.28 In no event shall the Escrow Collection Bank, the Public Offer Bank and the Refund Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond Escrow Bank's reasonable control or for indirect, special or consequential damages.

6.29 It is expressly agreed by and between the Parties hereto that the Company shall bear and pay upfront all the costs, charges and expenses including the fees of the Escrow Collection Bank, the Public Offer Bank and the Refund Bank's advocate(s) that may be incurred by Escrow Collection Bank, the Public Offer Bank and the Refund Bank on account of any litigation arising out of or in connection with this Agreement. In the event Escrow Collection Bank, the Public Offer Bank and the Refund Bank, without prejudice to its rights herein, happens to incur any such costs, charges and expenses, the same shall be reimbursed by the Company to Escrow Collection Bank, the Public Offer Bank and the Refund Bank immediately upon demand from Escrow Collection Bank, the Public Offer Bank and the Refund Bank.

6.30 Any act to be done by the Escrow Collection Bank, the Public Offer Bank and the Refund Bank shall be done only on a Working Day, during normal banking business hours, and in the event that any day on which the Escrow Collection Bank, the Public Offer Bank and the Refund Bank is required to do an act under the terms of this Agreement is not a Working Day or the instructions from the Managers are received after 5:00 PM, then the Escrow Collection Bank, the Public Offer Bank and the Refund Bank shall do those acts on the next succeeding Working Day.

6.31 Notwithstanding anything contained in this Agreement, the Escrow Bank shall not be obligated to make any transfer of funds under this Agreement, unless the requisite documents, as required by the Escrow Bank under the Applicable Law for such transfer of funds are submitted to its satisfaction.

6.32. The Escrow Collection Bank, the Public Offer Bank, the Refund Bank and the Sponsor Bank is hereby authorized to comply with and obey all statutory notices, notices issued by regulatory authority, orders, judgments, decrees or writs entered or issued by any court, and in the event the Escrow Collection Bank/thePublic Offer Bank/the Sponsor Bank/the Refund Bank obeys or complies with any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to the parties to this agreement by such reason of

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BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ABHIJIT RABIN KUMAR GHOSH	For KFin Tech Ltd. Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

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

List of documents for domestic fund transfers:

- Authorized and signed instruction letter from all respective Merchant Bankers Book Running Lead Manager.
- Excel sheet (as per format provided by the Escrow Agent) in case of bulk transaction to be provided by the Merchant Banker which include account details of the Bidders for transfer fund from Escrow Account or Special Account.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

7.1. The Parties hereto agree that the duties of the Companyshall be as set out below:

(a) The Company shall ensure that the Registrarinstructs the Escrow Collection Bank and Refund Bank of the details of the refunds to be made to the Anchor Investors.

(b) The Companyshall ensure that the Registrar in respect of any Surplus Amount, instructs (i) the Escrow Collection Bank to transfer the Surplus Amount to the Refund Account and subsequently refunds the Surplus Amount to the Beneficiaries as well as (ii) instructs the SCSBs to unblock ASBA Accounts at the first instance; and Refund Bank to refund such amounts to the Bidders at the second instance.

(c) The Company shall use reasonable efforts to ensure that the Registrar in respect of bids made by RIBs using UPI ID, shares the debit file post approval of the Basis of Allotment, with the Sponsor Bank to enable transfer of funds from RIB's bank accounts to the Public Offer Account.

(d) The Company,with the assistance of the BRLM, shall use best efforts to ensure that the Registrar addresses all investor complaints or grievances arising out of any Bid.

(e) The Company shall make the RoC Filing of the Prospectus, within the timelines prescribed under the Applicable Law and shall intimate the BRLMand the Registrar of the date of the Prospectus RoC Filing immediately thereafter.

(f) The Company shall ensure that the listing of the Equity Shares is completed within the time period stipulated under the Applicable Law (including any circulars or directions issued by SEBI).

7.2. Each of the Company shall be severally and not jointly responsible and liable, solely in respect of itself for any failure to perform its own duties and responsibilities as set out in this Agreementand breach of any of their respective representations, warranties, agreements, covenants, undertakings or obligations under this Agreement.

7.3. The Company hereby agree that the aggregate amount of commission payable to the Registered Brokers and Syndicate Membersin relation to the Offer as calculated by the Registrarshall be deposited by the Company to the Stock Exchange prior to the receipt of the final listing and trading approval. The final payment of commission to the Registered Brokers shall be made by the Stock Exchange. Further, commission to the Sponsor Bank, RTAs and CDPs, as calculated by the Registrar, shall be paid directly by the Company, within 30 Working Days of receipt of the invoices from the respective RTAs and CDPs, as the case may be.

8. TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company and, the BRLM, the Escrow Collection Bank/the Public Offer Account Bank/Refund Bank/Sponsor Bankand the Registrar, of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

9. REPRESENTATIONS AND WARRANTIES

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For kFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT RANJAN KUMAR GHOSH Authorised Signatory	Authorised Sign

9.1. The Company hereby represents, warrants, undertakes and covenants to the Escrow Collection Bank/the Public Offer Account Bank/Refund Bank/Sponsor Bank, the BRLM and the Registrarthat:

(a) This Agreement constitutes a valid, legal and binding obligation of the Company, and is enforceable against the Company in accordance with the terms hereof;

(b) The execution, delivery and performance of this Agreement or any other document related hereto by the Company has been duly authorized and does not and will not contravene (a) any Applicable Laws, (b) the constitutional documents of the Company, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets or properties, and no consent, approval, authorization or order of, or qualification with, any government authority is required for the performance by the Company of its obligations under this Agreement,except such as have been obtained or shall be obtained prior to the completion of the Offer;

(c) No mortgage, charge, pledge, lien, trust or any other security, interest or other encumbrance shall be created or exist over the Escrow Account, the Public Offer Account, Refund Account or the monies deposited therein; and

(d) The Company shall not have recourse to any proceeds of the Offer, including any amounts in the Public Offer Account, until the final listing and trading approvals from the Stock Exchangeshave been obtained.

9.2. The Company acknowledge that the responsibility of the BRLM for deposit of Securities Transaction Tax, as provided for in this Agreement, does not provide or confer any economic benefits to any of the BRLM. The BRLM may authorize one of the BRLM to act on their behalf in connection with collection and deposit of Securities Transaction Tax to Indian revenue authorities. The Company undertake that in the event of any future proceeding or litigation by the Indian revenue authorities against any of the BRLM relating to payment of Securities Transaction Tax in relation to the Offer, Company, as the case may be, shall furnish all necessary reports, documents, papers or information and all necessary support as may be required by BRLM to provide independent submissions for itself or its Affiliates, in any ongoing or future litigation or arbitration and/or investigation by any regulatory or supervisory authority. The Parties hereby agree that the BRLM shall not be liable in any manner whatsoever for any failure or delay on the part to discharge its obligation to pay the whole or any part of any amount due as Securities Transaction Tax in relation to the Offer. Further, the BRLM agree that, in the event one or more of the BRLM receive any communication or notice from the Indian revenue authorities or is required to pay any amounts for any lapse on the part of in payment and deposit of Securities Transaction Tax, the BRLM shall jointly or severally seek indemnity against the Company, in terms of this Agreement, the Offer Agreement or the Underwriting Agreement or any other agreement entered into between the BRLM in relation to the Offer.

9.3. The Registrar,Escrow Collection Bank/the Public Offer Account Bank/Refund Bank/Sponsor Bank, in their respective capacities, represent, warrant, undertake and covenant (severally and not jointly) to each other and to the Company that:

a. This Agreement constitutes a valid, legal and binding obligation on their respective partsenforceable against the respective parties in accordance with the terms hereof;

b. The execution, delivery and performance of this Agreement and any other document related hereto has been duly authorised and does not and will not contravene (a) any Applicable Laws, (b) the organizational documents of such Party, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on such Party or any of its assets; and

c. No mortgage, charge, pledge, lien, trust, or any other security interest or other encumbrance shall be created or exist over the Escrow Accounts, the Public Offer Account, Refund Account or the monies deposited therein.

9.4. The BRLM represent, warrant, undertake and covenant (severally and not jointly) to each other and to the Company that:

a. This Agreement constitutes a valid, legal and binding obligation on their respective parts enforceable against the respective parties in accordance with the terms hereof;

b. The execution, delivery and performance of this Agreement and any other document related hereto has been duly authorized; and

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

c. SEBI has granted them a certificate of registration to act as merchant bankers in accordance with the Securities and Exchange Board of India (Merchant Banker) Regulations, 1992, as amended, and such certificate is valid and is in existence;

9.5. The Sponsor Bank also specifically represents, warrants, undertakes and covenants for itself to the BRLM, the Company that:

(c) it has been granted a UPI certification as specified in the 2018 Circular, with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification;

(d) it has conducted a mock trial run of the systems necessary to undertake its obligations as a Sponsor Bank, as specified by the 2018 Circular and other Applicable Law, with the Stock Exchange and the registrar and transfer agents;

(e) it has certified to SEBI about its readiness to act as a Sponsor Bank and for inclusion of their name in SEBI's list of Sponsor Bank, as per the format specified in the 2018 Circular and that there have been no adverse occurrences that affect such confirmation to SEBI; and

(f) it is compliant with all Applicable Laws and conditions and has in place all necessary infrastructure in order for it to undertake its obligations as a Sponsor Bank, in accordance with this Agreement, the 2018 Circular and other Applicable Laws.

9.6. Each of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bankand the Sponsor Bank severally represents, warrants, undertakes and covenants for itself to the BRLM, the Company and that it is a scheduled bank as defined under the Companies Actand that SEBI has granted it a 'Certificate of Registration' to act as Banker to the Offer in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended or clarified from time to time, and such certificate is and, until completion of the Offer, will be valid and in existence and that the Escrow Collection Bank/ the Public Offer Account Bank/ Refund Bank/Sponsor Bank, in their respective capacitiesshall and, until completion of the Offer, will be entitled to carry on business as Banker to the Offer under the Securities and Exchange Board of India Act, 1992 and other Applicable Laws. Further, each of the Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and the Sponsor Bank confirms that it has not violated any of the conditions subject to which the registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI that would prevent it from performing its obligations under the Agreement. And it is not debarred or suspended from carrying on such activities by SEBI and that it shall abide by the SEBI ICDR Regulations, as amended, the stock exchange regulations, code of conduct stipulated in the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended and the terms and conditions of this Agreement. The Escrow Collection Bank confirm that they shall identify their branches for the collection of application monies, in conformity with the guidelines issued by SEBI from time to time.

9.7. Each of theEscrow Collection Bank, the Public Offer Account Bank, Refund Bankand the Sponsor Bank further severally represents and warrants to the BRLM, the Company and the that it has the necessary competence, facilities and infrastructure to act as an Escrow Collection Bank or Public Offer Account Bank or, Refund Bank or Sponsor Bank, as the case may be, and discharge its duties and obligations under this Agreement.

10. INDEMNITY

10.1. In the event the Escrow Collection Bank, the Public Offer Bank, the Refund Bank and / or the Sponsor Bank cause any delay or failure in the implementation of any instructions or any breach or alleged breach, negligence, fraud, misconduct or default in respect of their respective obligations set forth herein, they shall be liable for all losses, damagesliabilities, claims for fees, costs, charges, misappropriation and expenses (including without limitation, interest, penalties, attorneys' fee) resulting from such delay or failure or such breach or alleged breach, negligence, fraud, misconduct or default. The Escrow Collection Bank, the Public Offer Bank, the Refund Bank and the Sponsor Bank hereby agree to, and shall keep, the Company, the Selling Shareholders, the BRLMs, their respective Affiliates, and their respective management, directors, shareholders, employees, advisors, representatives, agents, controlling persons and the Syndicate, including their respective Affiliates and Sub Syndicate members, if any, and the Registrar to the Offer(each such person, the "**Indemnified Party**") at all times fully indemnified, at all times, against any delay, claims, actions, causes of action, suits, demands, damages, claims for fees, costs, proceedings, liabilities, charges and expenses (including interest, penalties, attorney's fees,

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses (including reputational losses) (collectively, "**Losses**") instituted against or incurred by the Indemnified Party relating to or resulting from any act or omission of the Escrow Collection Bank, the Public Offer Bank, the Refund Bank and / or the Sponsor Bank or any delay or failure in the implementation of instructions or from their own insolvency, breach or alleged breach, bad faith, illegal or fraudulent acts, negligence, misconduct and/or act or omission or default in performing their duties and responsibilities under this Agreement or for the Offer, including without limitation, against any fine or penalty imposed by SEBI or any other Governmental Authority. The Escrow Collection Bank, the Public Offer Bank, the Refund Bank and the Sponsor Bank shall not in any case whatsoever use any amounts held in the Anchor Investor Escrow Accounts, the Public Offer Account and the Refund Account, respectively, to satisfy this indemnity.

10.2. It is understood that the Escrow Collection Bank's, Public Offer Account Bank's and the Refund Bank's liability to release the amounts lying in the Escrow Accounts, the Public Offer Account and the Refund Account(s), respectively, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any Government Authority, including the SEBI and the courts of competent jurisdiction in India, unless, there is a specific order from such government authority, including the SEBI or courts of competent jurisdiction to that effect and unless such order is furnished to the Escrow Collection Banks or the Public Offer Bank or the Refund Bank(s), as applicable, by the Party concerned.

10.3. The Registrar shall indemnify and hold harmless the other Parties hereto, their respective Affiliates and their respective directors, employees, officers, shareholders, advisors,Sub-syndicate members, representatives and agents at all times from and against any losses(including reputational losses), delay, claims, actions, causes of action, suits, demands, damages, claims for fees, costs, charges and expenses (including interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) relating to or resulting from:(i) any failure by the Registrar in performing its duties and responsibilities under this Agreement and the Registrar Agreement or any failure, deficiency, error or breach or alleged breach of any provision of laws, regulation or order of any court or regulatory or Government Authority, including, without limitation, against any fine or penalty imposed by the SEBI or any other statutory, judicial, administrative and/or regulatory authority or court of law, any loss that such other Party may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with any failure by the Registrar to act on the returned /RTGS/NEFT/direct credit instructions, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory,statutory, judicial, administrative and/or government authority or court of law; (ii) any delays in supplying accurate information for processing refunds or unblocking of excess amount in the ASBA Accounts; (iii) any claim by or proceeding initiated by any statutory, regulatory, judicial, administrative or government authority under any Applicable Law on any matters related to the transfer of funds by the Escrow Collection Bank, the Public Offer Account Bank or the Refund Bank or SCSBs or RIB's banks hereunder; and (iv) misuse of the refund instructions.

10.4. Each of the parties jointly and /or severally shall reimburse and indemnify Escrow Collection Bank, Public Offer Account Bank, Refund Bank, Bank, Sponsor Bank, and its directors, employees and agents and their respective management, managers, directors, officers, shareholders, employees, representatives, agents, sub-syndicate members, successors, shareholders, advisors, permitted assigns, any branches, associates, advisors, controlling persons, their respective Affiliates, and any persons who controls or is under common control with, and hold them harmless from and against all delay, claims, actions, causes of action, suits, demands, damages, proceedings of whatever nature made, suffered or incurred, including without limitation any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions claims, suits, allegation, investigation, inquiry or proceedings (including reputational losses), liabilities, claims for fees, costs, charges and expenses (including interest, 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, or connection with the acceptance of, or the performance of, its duties and obligations under this agreement.

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Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

11. **LIMITATION OF LIABILITY**

11.1. Notwithstanding anything to the contrary contained herein, the Escrow Collection Bank, the Public Offer Account Bank, Refund Bank or the Sponsor Bank shall not be liable for any indirect, incidental, consequential or exemplary losses, liabilities, claims, actions or damages suffered by the other Parties.

11.2. The Escrow Collection Bank, Public Offer Account Bank, Refund Bank, and Sponsor Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or contravention of this Agreement by any of the other Parties or any other person.

12. TERMINATION

12.1. Save as provided in Clause12.2, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank and the Sponsor Bank, in the following circumstances:

(a) In case of the completion of the Offer in terms of Clauses 3.2.3 and3.2.4, when the appropriate amounts from the Escrow Accounts are transferred to the Public Offer Account and/or the Refund Account, as applicable. However, notwithstanding the termination of this Agreement: (i) the Registrarin coordination with the Escrow Collection Bank shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the BRLM in accordance with Applicable Laws and terms and conditions of this Agreement, the Red Herring Prospectus,the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, and (ii) the Refund Bank shall be liable to discharge their duties as specified under this Agreement, the Red Herring Prospectus,the Prospectus, the Preliminary Offering Memorandum and the Offering Memorandum and under Applicable Law.

(b) In case of failure of the Offer in terms of Clause 3.2.1 or on occurrence of events other than failure of the Offer detailed in Clause 3.2.2 or in case of the event that the listing of the Equity Shares does not occur, due to any other event, then the amounts in the Escrow Accounts/the Public Offer Account/Refund Account, as applicable are refunded to the BiddersorUnderwriters, if applicable, in accordance with applicable provisions of the SEBI ICDR Regulations 2018, other Applicable Laws and this Agreement.

12.2. Termination by Parties

12.2.1. ***Termination by the Company***

The terms of this Agreement may be terminated by the Company in consultation with the BRLM, in respect of theEscrow Collection Bank; or any Public Offer Account Bank or Refund Bank or the Sponsor Bank, in the event of proven fraud, proven negligence or proven wilfulmisconduct or wilfuldefault on the part of such Escrow Collection Bank orthe Public Offer Account Bank or Refund Bank or Sponsor Bank. Such termination shall be effected by a prior notice of not less than three weeks in writing, and the erstwhile Escrow Collection Bank; or any Public Offer Account Bank or Refund Bank shall transfer of the amounts standing to the credit of the Escrow Accounts, Public Offer Account or Refund Account to the substituted escrow collection bank, the public offer account banks and/or refund bank. For the avoidance of doubt, under no circumstances shall the Company be entitled to the receipt of or benefit of the amounts lying in the Escrow Accounts/Public Offer Account or Refund Account, save in accordance with provisions of Clause 3.2.3.

12.2.2. ***Resignation by Escrow Collection Bank/ Public Offer Account Bank/ Refund Bank***

Each of the Escrow Collection Bank/ the Public Offer Account Bank/Refund Bank in its respective capacity shall be entitled to resign from their respective obligations under this Agreement in respect of itself. Such resignation shall be effectedimmediately post submission in writing to all the Parties. The substitute escrow collection bank, public offer account banksand/orrefund bankshall enter into an agreement substantially in the form of this Agreement with the BRLM, the Companyand the Registraragreeing to be bound by the terms, conditions and obligations herein.

12.2.3. ***Resignation by Sponsor Bank***

The Sponsor Bank in its respective capacity shall be entitled to resign from its obligations under this Agreement in respect of itself. Such resignation shall be effected immediately post submission in writing to all the Parties. The substitute Sponsor bank shall enter into an agreement substantially in the form of this

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT RABINDRAKUMAR GHOSH CHIEF MANAGER - BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975, EMP ID : 13321, SS NO: 22105 Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Sign

Agreement with the BRLM, the Companyand the Registrar agreeing to be bound by the terms, conditions and obligations herein.

12.2.4. *Termination by Registrar*

The Registrarmay terminate this Agreement only with the prior written consent of all other Parties.

12.2.5. *Termination by theBRLM*

12.2.5.1. Notwithstanding anything contained in this Agreement, the BRLM may terminate this Agreement, individually or jointly upon service of notice in writing to the other Parties, if, after the execution and delivery of this Agreement and on or prior to the Allotment of Equity Shares pursuant to the Closing Date, in the event that:

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

(b) there shall have occurred any material adverse change in the financial markets in India or the international financial markets, any outbreak of hostilities or terrorism or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in Indian or international political, financial or economic conditions (including the imposition of or a change in currency exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the BRLM impracticable or inadvisable to proceed with the offer, sale, delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;

(c) there shall have occurred a Material Adverse Change;

(d) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including a change in the regulatory environment in which the Company, any of its Affiliates operate or a change in the regulations and guidelines governing the terms of the Offer) or any order or directive from SEBI, the Registrar of Companies, the Stock Exchanges or any other Indian governmental, regulatory or judicial authority, or any statutory or regulatory investigation against the Company, Company Entities or any Director or an announcement or public statement by any regulatory or statutory body or organization that it intends to take any such action or investigation that, in the sole judgment of the BRLM, is material and adverse and that makes it, in the sole judgment of the BRLM, impracticable or inadvisable to proceed with the offer, sale or delivery of the Equity Shares on the terms and in the manner contemplated in the Offer Documents;

(e) a general banking moratorium shall have been declared by Indian, United Kingdom, United States Federal or New York State Authorities;

(f) the Underwriting Agreement not having been executed on or prior to the date of RoC Filing, unless such date is otherwise extended by the BRLM;

(g) The RoC Filing not being completed on or prior to the Drop Dead Date for any reason;

(h) 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 agreed to by the BRLM; or

(i) in the event the Company withdraw or declares its intention to withdraw the Offer at any time prior to Allotment, in accordance with the Red Herring Prospectus.

12.2.5.2. Notwithstanding anything stated above, the BRLM may, individually or jointly,terminate this Agreement by notice in writing, with a copy to the Company, if, at any time prior to the Closing Date, any of the representations, warranties, covenants, agreements or undertakings of the CompanyEscrow Collection Bank, Public Offer Account Banks, the Refund Bank and/or Sponsor Bank in this Agreement are or are found to be

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13121, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Signatory

incorrect or there is any non-compliance by the Company, Escrow Collection Bank, Public Offer Account Banks, the Refund Bank and/or Sponsor Bank of Applicable Laws.

12.2.5.3. This Agreement shall automatically terminate: (a) if the Offer Agreement or the Underwriting Agreement, after its execution, is terminated in accordance with its terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account; or (b) in the event the listing and the trading of the Equity Shares does not commence within the permitted time under Applicable Laws (and as extended by the relevant Governmental Authority).

12.2.5.4. On termination of this Agreement in accordance with this Clause 11, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided under this Agreement or under the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement. However, the provisions of Clauses 17 (Confidentiality),13 (Arbitration), 20 (Severability), 16 (Governing Law), 10 (Indemnity), 11 (Termination) and 14 (Notices) shall survive any termination of this Agreement.

13. ASSIGNMENT

No Party shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that any of the BRLM may assign its rights under this Agreement to an Affiliate without the consent of the other Parties, provided that in the event of any such assignment by a BRLM to any of its Affiliates, such BRLM shall as soon as reasonably possible upon assignment inform the Company. No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14. FEES

The Parties shall pay, on demand, all the usual and customary service charges, transfer fees, account maintenance, account acceptance, statement, investigation, funds transfer and any other charges as are levied by the Escrow Collection Bank, Public Offer Account Bank, Refund Bank, and Sponsor Bank as mutually agreed and such other out of pocket expenses as are claimed by the Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank (collectively, the "Fees") in connection with the Account.

Notwithstanding anything contained in this Agreement, in the event that the Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank is not paid its fees within 15 days of Listing of Equity Shares of the Company, theEscrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank shall have a right to set-off any amount lying available or to be deposited in the Account to recover or realize its fee or charges or any part thereof without the written instruction of the Book Running Lead Manager.

15. FORCE MAJEURE

No party shall be held liable or responsible for any failure or delay in performance of any or all of its duties under this agreement, directly or indirectly caused by any circumstances beyond its control, including, but not limited to, acts of god, lightening, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, extremely adverse weather conditions which are in excess of statistical measures of last 100 years, fire, explosion, chemical or radioactive contamination, ionising radiation, volcanic eruption, riots or civil disturbance, war (whether declared or undeclared), act of public enimity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action of government/other authorities, court order, or industry-wide/ region-wide/ nation-wide strike, work-to-rule action, go slow or similar labour action general failure of electricity or other supply, technical failure, accidental or mechanical or electrical

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 11321, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Signatory

breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking orders or restrictions, war or warlike conditions, epidemics, pandemics, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents, failure of communication or banking systems (collectively, "force majeure") provided that the Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank, shall have acted diligently in limiting the effects of the force majeure event. Upon the occurrence of any event or condition of force majeure which affects Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank, , and/ or the performance of Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank, shall immediately notify the other parties in writing of the nature of the event or condition, the effect of the event or condition on Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank, performance as the case may be, and the estimated duration of the event or condition. The Escrow Collection Bank, Public Offer Account Bank, Refund Bank and Sponsor Bank, shall also immediately notify the other parties in writing upon cessation of or changes in the event or condition constituting force majeure. The parties shall take best efforts, within their power, to recommence performance of this agreement on the ceasing of such event.

16. ARBITRATION

16.1. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation or termination, or the legal relationships established by this Agreement ("**Dispute**"), the parties to the dispute ("**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within 30 days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by binding arbitration proceedings to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**").

16.2. For the purpose of such arbitration, there shall be a sole arbitrator appointed with the mutual consent of the Parties who are party to the relevant dispute or claim, failing which the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.

16.3. Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the Courts at Kolkata shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement. The language of the court shall be English.

16.4. Any reference made to the arbitration tribunal 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 and the Engagement Letter.

17. NOTICE

Any notice, request or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, (b) sent by facsimile or other similar facsimile transmission, or (c) sent by registered mail, postage prepaid or established courier service to the address of the Party specified below or such other address as such Party notifies to the other Parties from time to time, or to such fax number as may be designated in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed as provided in this clause will (a) if delivered personally or by an established courier service, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission, be deemed given when electronically confirmed (in case of initial receipt of illegible/unclear copy and subsequent receipt of clear and legible copy within one Working Day, when authenticity of instructions have been verified); and (c) if sent by registered mail, be deemed given when received.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT KABIN KUMAR GHOSH BRANCH HEAD, AVP PHOOLBAGAN BRANCH SOL: 5975 EMP ID: 1[illegible]21, SOL NO 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

If to the Company:

BENCH MARK INFOTECH SERVICES LIMITED
Address: P-118, Swami Swarupananda Sarani, 4th Floor
Kolkata – 700 054, West Bengal, India
Tel: +91 8017518147
Email: info@benchmarkinfo.com
Contact Person: Ms. Sucheta Todi, Company Secretary and Compliance Officer

If to the BRLM:

GYR Capital Advisors Private Limited
428, Gala Empire, Near JB Tower, Drive in Road,
Thaltej, Ahmedabad – 380 054, Gujarat, India
Tel: +91 87775 64648

Email: benchmarkinfotech.ipo@gyrcapitaladvisors.in
Website: www.gyrcapitaladvisors.com
Contact Person: Mr. Mohit Baid / Mrs. Neelam Gurbaxani
SEBI Registration No.: INM000012810

If to the Escrow Collection Bank/ Public Offer Account Bank/Refund Bank/Sponsor Bank

AXIS BANK LIMITED
Axis House, Wadia International Center, P.B. Marg, Worli,
Mumbai – 400025, Maharashtra, India
Attention: [•] Mangesh Bhosle
Email: [•]Mangesh1.Bhosle@axis.bank.in
Tel. No.: [•]919004951107

If to the Registrar

KFIN TECHNOLOGIES LIMITED
301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road
Nav Pada, Kurla (West), Mumbai – 400070, Maharashtra
Telephone: +91 40 6716 2222
Email: benchmarkinfo.ipo@kfintech.com
Contact Person: Mr. R. Williams
SEBI Registration No.: INR000000221

Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above. Any notice sent to any Party shall also be marked to all the remaining Parties to this Agreement as well.

18. SPECIMEN SIGNATURES

The specimen signatures of the Company,the BRLM and the Registrarfor the purpose of instructions to the Escrow Collection Bank, Public Offer Account Bank, theRefund Bankand the Sponsor Bank as provided here in as **Schedule IX A**, will be provided to the Escrow Collection Bankand the Refund Bank before the Bid/Offer Opening Date. It is further clarified that any of the signatory(ies) as per **Schedule IX** can issue instructions as per the terms of this Agreement.

19. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 13 above, the courts at Kolkata, India shall have sole and exclusive jurisdiction in all matters arising out of this Agreement.

20. CONFIDENTIALITY

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD.	For KFin Tech Ltd. Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

Each of the Escrow Collection Bank, the Public Offer Account Bank, the Refund Bank, the Sponsor Bank and the Registrar shall keep all information confidential which will be shared by the other Parties during the course of this Agreement from the date of this Agreement until the date of completion of the Offer or termination or expiry of this Agreement, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to: (i) where such information is in public domain other than by reason of breach of this clause 20; (ii) when required by law, regulation or legal process or statutory requirement to disclose the same, after intimating the other Parties in writing, and only to the extent required; or (iii) to their Affiliates and their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement. The terms of this confidentiality clause shall survive the termination of this Agreement for reasons whatsoever. The Escrow Collection Bank, the Public Offer Account Bank, Refund Bank and the Sponsor Bank undertake that their branch (es) or any Affiliate, to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this clause 20.

21. COUNTERPARTS

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

22. AMENDMENT

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

23. SEVERABILITY

If any provision or any portion of a provision of this Agreement or the Engagement Letters 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.

24. SURVIVAL

The provisions of Clauses 3.2.5, 4.3, 6.1(e), 6.3, 7.1(c), 9.3, 10, 13, 14, 15, 16, 17 and this Clause 24 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 12.1 or the termination of this Agreement pursuant to Clause12.2.

25. AMBIGUITY

If any of the instructions are not in the form set out in this Agreement, the Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and the Sponsor Bank shall bring it to the knowledge of the Company and the BRLM immediately and seek clarifications to the Parties' mutual satisfaction.

26. Email and Fax Indemnity

The Parties hereby request and authorize the the Escrow Collection Bank, Public Offer Account Bank, the Refund Bank and the Sponsor Bank, from time to time (at its discretion), rely upon and act or omit to act in accordance with any directions, instructions and/or other communication which may from time to time be or purport to be given in connection with or in relation to this Agreement by way of facsimile or email by the any of the Party or any of its authorized officers.

The Parties (other than the Account Bank) acknowledge that:

The Parties (other than the Account Bank), further declare and confirm that they are aware that the Account Bank has agreed to act on the basis of instructions given by email only by reason of, and relying upon the concerned Party providing this indemnity and agreeing, confirming, declaring and indemnifying the Account Bank hereunder and that the Account Bank would not have done so in the absence of such indemnity.

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT BARIK KUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975 EMP ID: 1 [illegible] CONO: 22105	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

The Account Bank may (but shall not be obliged to) require that any instruction should contain or be accompanied by such identifying code or test as the Account Bank may from time to time specify and the Parties sending such email shall be responsible for any improper use of such code or test.

In consideration of the Account Bank acting and/or agreeing to act pursuant to the terms of this writing and/or any instructions as provided in this writing, any Party sending such instruction hereby agrees to indemnify the Account Bank and keep the Account Bank at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Account Bank having acted or omitted to act in accordance with or pursuant to any instruction received by email.

Upon receipt by the Account Bank, each instruction shall constitute and (irrespective of whether or not it is in fact initiated or transmitted by the sending Party or by any of its authorized officer) shall be deemed (if the Account Bank chose to act upon the same) to conclusively constitute the mandate of such sending Party, to the Account Bank to act or omit to act in accordance with the directions and instructions contained therein notwithstanding that such instruction may not have been authorized or may have been transmitted in error or fraudulently or may otherwise not have been authorized by or on behalf of such sending Party or any of its authorized officers or may have been altered, misunderstood or distorted in any manner in the course of communication.

The Account Bank shall not be under any obligations at any time to maintain any special facility for the receipt of any instructions by way of facsimile or email or to ensure the continued operations or availability of any such equipment/ technology.

All indemnities in favour of the Account Bank in terms of this Agreement shall survive the termination of Agreement.

SCHEDULE

Customer Name : BENCH MARK INFRATECH SERVICES LIMITED
Account Number :
Customer Id : 855462238

Name of the Authorise signatory	Authorised Email Id	Representing or On Behalf of
CMS ESCROW	CMS.ESCROW@AXIS.BANK.IN	AXIS BANK LTD
NEELAM GURBAXANI	BENCHMARKINFOTECH-IPO@GYRCAPITALADVISORS.IN	GYR CAPITAL ADVISORS Pvt Ltd
MOHIT BAID	MOHITBAID819@GMAIL.COM	GYR CAPITAL ADVISORS PVT LTD
R. William	BENCHMARKINFO.IPO@KFINTECH.COM	K FINTECH TECHNOLOGIES LTD
ARIJIT GHOSH	PHOOLBAGAN.BRANCHHEAD@AXIS.BANK.IN	AXIS BANK LTD
MANGESH BHOSLE	Mangesh1.Bhosle@axis.bank.in	AXIS BANK LTD
Sucheta Todi	**info@benchmarkinfo.com**	**BENCH MARK INFOTECH SERVICES LIMITED**
Vineet Kumar Gupta	**talktoviny@yahoo.co.in**	**BENCH MARK INFOTECH SERVICES LIMITED**

For AXIS BANK LTD.
ARIJIT NABIN KUMAR GHOSH
BRANCH HEAD, AVP

BENCH MARK INFOTECH SERVICES LTD.
MANAGING DIRECTOR

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT NABIN KUMAR GHOSH BRANCH HEAD, AVP Authorised Signatory	Authorised Sign

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD.	KFIN TECHNOLOGIES LIMITED
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory
Vineet Kumar Gupta	Mohit Baid		
Managing Director	Director		
DIN: 00967830	DIN: 08594571		

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **BENCH MARK INFOTECH SERVICES LIMITED**, **GYR CAPITAL ADVISORS PRIVATE LIMITED**, **KFIN TECHNOLOGIES LIMITED** and **Axis Bank Limited**.

IN WITNESS WHEREOF, this Escrow and Sponsor Bank Agreement has been executed by the parties or their duly authorized signatories on the day and year hereinabove written:

Signed for and on behalf of **Bench Mark Infotech Services Limited**

Authorized Signatory

Name: Mr. Vineet Kumar Gupta
Designation: Chairman and Managing Director
DIN: 00967830

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. PRABHAT KUMAR GHOSH BRANCH HEAD AVP	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **BENCH MARK INFOTECH SERVICES LIMITED, GYR CAPITAL ADVISORS PRIVATE LIMITED, KFIN TECHNOLOGIES LIMITED** and**Axis Bank Limited**.

IN WITNESS WHEREOF, this Escrow and Sponsor Bank Agreement has been executed by the parties or their duly authorized signatories on the day and year hereinabove written:

Signed for and on behalf of GYR Capital Advisors Private Limited

Authorized Signatory
Name: Mohit Baid
DIN: 08594571
Designation: Director

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR		FOR AXIS BANK LTD.	For KFin Tech Ltd.
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **BENCH MARK INFOTECH SERVICES LIMITED, GYR CAPITAL ADVISORS PRIVATE LIMITED, KFIN TECHNOLOGIES LIMITED** and**Axis Bank Limited**.

IN WITNESS WHEREOF, this Escrow and Sponsor Bank Agreement has been executed by the parties or their duly authorized signatories on the day and year hereinabove written:

Signed for and on behalf of**KFin Technologies Limited**

Authorized Signatory
Name: Mr. Praveen Chaturvedi
Designation: Sr. Vice President

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD	For AXIS BANK LTD.	Authorised Sign
Vineet Kumar Gupta **Managing Director** **DIN: 00967830**	**Authorised Signatory** **Mohit Baid** **Director** **DIN: 08594571**	**Authorised Signatory**	

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **BENCH MARK INFOTECH SERVICES LIMITED, GYR CAPITAL ADVISORS PRIVATE LIMITED, KFIN TECHNOLOGIES LIMITED** and **Axis Bank Limited**.

IN WITNESS WHEREOF, this Escrow and Sponsor Bank Agreement has been executed by the parties or their duly authorized signatories on the day and year hereinabove written:

Signed for and on behalf of **Axis Bank Limited**

For AXIS BANK LTD.
ARIJIT RABINDRANATH GHOSH
BRANCH HEAD, AVP,
PHOOLBAGAN BRANCH, SOL : 5975
EMP ID : 13321, SS NO: 22105

Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	AHMEDABAD	For AXIS BANK LTD. ARIJIT RABINDRANATH GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	Authorised Sign
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	

SCHEDULE I

Date:

To

Escrow Collection Bank
Refund Bank
Public Offer Account Bank
Sponsor Bank
KFIN TECHNOLOGIES LIMITED

Dear Sirs,

Re: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

We hereby intimate you that the Offer has failed due to the following reason:

[•]

Pursuant to Clause 3.2.1.2of the Escrow and Sponsor Bank Agreement, we request you to transfer all the amounts standing to the credit of the Escrow Accounts to the Refund Accountas per the following:

No.	Escrow Account Name	Escrow Account No.	Amount (₹)	Refund Bank	Account No.	IFSC Code	Branch Address
	[•]		[•]	[•]	[•]	[•]	[•]
	[•]		[•]				

Capitalized terms not defined herein shall have the same meaning as ascribed to them ing theEscrow and Sponsor Bank Agreement or the Red Herring Prospectus or the Prospectus issued by the Company, as the case may be.

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

For **GYR Capital Advisors Private Limited**

_____
(Authorized Signatory)

Copy to& Confirmation to be added from :
Bench Mark Infotech Services Limited

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For Kfin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. Authorised Signatory	Authorised Signatory

SCHEDULE II

Date:

To:

Refund Bank

Dear Sirs:

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.1.3 (b) / 3.2.1.3 (c) of theEscrow and Sponsor Bank Agreement, we hereby request you to transfer on [●], the amount of ₹ [●] from the Refund Account of [●]and No. [●] titled "[●]- Refund Account and No. – [●]" for Refund to the Bidders as set out in the enclosure hereto.

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/or the Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For KFin Technologies Limited

_____
(Authorized Signatory)

Copy to:

GYR Capital Advisors Private Limited and Bench Mark Infotech Services Limited

Encl.:

Details of Bidders entitled to payment of refund

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARNJIT RABIN KUMAR GHOSH BRANCH HEAD, A.O.P. GOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13121, SS NO: 22105	For KFin Tech Ltd. KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

SCHEDULE III

Date: [•]

To:
Axis Bank Limited
Escrow Collection Banks
Public Offer Account Bank
Refund Bank
Sponsor Bank
KFin Technologies Limited

Dear Sirs,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (a) of the Escrow and Sponsor Bank Agreement, we write to inform you that the Anchor Investor Bidding Date for the Offer is [•] and the Bid/Offer Opening Date for the Offer is [•] and the Bid/Offer Closing Date for the Offer isCapitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreementand/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

Kindly acknowledge the receipt of this letter.

Sincerely,
For **GYR Capital Advisors Private Limited**

_____
(Authorized Signatory)

Copy to:
Bench Mark Infotech Services Limited

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH	For KFin Tech Ltd.
Vineet Kumar Gupta **Managing Director** **DIN: 00967830**	**Authorised Signatory** **Mohit Baid** **Director** **DIN: 08594571**	**Authorised Signatory**	Authorised Sign

SCHEDULE IV

Date:

To:
Axis Bank Limited
Escrow Collection Bank

Dear Sirs,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●](the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (b) of the Escrow and Sponsor Bank Agreement, the Designated Date is [●] and we instruct you to transfer on [●], ₹ [●] from the Escrow Account Name[●]and No. [●] to the Public Offer Account as per the following:

Escrow account Name	Escrow account no.	Name of the Banker to the Offer	Amount to be transferred (₹)	Branch Details	Public Offer Account Number	IFSC Code
		[●]	[●]	[●]	[●]	[●]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in theEscrow and Sponsor Bank Agreementand/or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

Sincerely,

ForKFin Technologies Limited **Authorised Signatory**	**For Bench Mark Infotech Services Limited** **Authorised Signatory**

For Bench Mark Infotech Services Limited BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR **Vineet Kumar Gupta** **Managing Director** **DIN: 00967830**	**For GYR Capital Advisors Private Limited** GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD **Authorised Signatory** **Mohit Baid** **Director** **DIN: 08594571**	**For Axis Bank Limited** FOR AXIS BANK LTD. ARIJIT RABINDRA KUMAR GHOSH BRANCH HEAD, AVP PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105 **Authorised Signatory**	For KFin Tech Ltd. Authorised Signatory

SCHEDULE V

Date: [●]

To:

GYR Capital Advisors Private Limited
428, Gala Empire, Near JB Tower, Drive in Road, Thaltej, Ahmedabad – 380 054, Gujarat, India

Dear Sirs,

Re: **Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")**

Pursuant to Clause 3.2.3.1 (d) of the Escrow and Sponsor Bank Agreement, we write to inform you that the aggregate amount of commission payable to the Designated Intermediariesand Sponsor Bank in relation to the Offer is ₹ [●] and the details and calculation of the commission is enclosed herein.

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Escrow and Sponsor Bank Agreementand/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

Yours faithfully,

For and on behalf of KFin Technologies Limited

_____
Authorized Signatory

Copy to:
Bench Mark Infotech Services Limited

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD AVP GHOLBAGAN BRANCH, SOL: 5975 EMP ID : 1121, SS NO: 22105	For KFin Tech Ltd. KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta **Managing Director** **DIN: 00967830**	**Authorised Signatory** **Mohit Baid** **Director** **DIN: 08594571**	**Authorised Signatory**	Authorised Signatory

SCHEDULE VI

Date: [●]

To:
Public Offer Account Bank

Ladies and Gentlemen,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clauses 3.2.3.2 (a) and 3.2.3.2 (c) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [●] towards the Offer Expenses, from the Public Offer Account Name and No. [●] to their respective bank accounts as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[●]	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreementand/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For GYR Capital Advisors Private Limited

_____
(Authorized Signatory)

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

Sincerely,

For Bench Mark Infotech Services Limited

(Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARUN BABU KUMAR GHOSH Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Sign

SCHEDULE VI(A)

Date: [●]

To:
Public Offer Account Bank

Ladies and Gentlemen,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clauses 3.2.3.2 (a) and 3.2.3.2 (c) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on[●] towards the Issue Management Issue (INR 25,00,000) and Fund Raising fee (5% of the IPO size) as Offer Expenses, from the Public Offer Account Name and No. [●] to their respective bank accounts of the BRLM as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[●]	[●]	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]	[●]	[●]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For GYR Capital Advisors Private Limited

_____
(Authorized Signatory)

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

Sincerely,

For Bench Mark Infotech Services Limited

(Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT RABINDRA KUMAR GHOSH BRANCH HEAD/A.V.P. PHOOLBAGAN BRANCH, SOL: 5975 Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Signatory

SCHEDULE VII

Date: [•]

To:
Axis BankLimited

Dear Sir/Ma'am,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to clause 3.2.3.2 (a) and (d) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•] towards the payment of Securities Transaction Tax, from the Public Offer Account Name and No. [•] to the bank accounts as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[•]	[•]	[•]	[•]	[•]	[•]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreementand/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For GYR Capital Advisors Private Limited

_____
(Authorized Signatory)

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

Sincerely,

For Bench Mark Infotech Services Limited

(Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFinTech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	FOR AXIS BANK LTD. ARIJIT BABIN KUMAR GHOSH BRANCH HEAD, AVP & PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Authorised Signatory Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

SCHEDULEVIII

Date: [•]

To:

Escrow Collection Bank

Dear Sir/Ma'am,

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.2 (g) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•] from the Public Offer Account Name and No. [•] to the bank account(s) of the Company, as per the table below:

S. No.	Name	Amount (₹)	Bank	Account No.	IFSC Code	Branch Address
1.	[•]	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]	[•]
3.	[•]	[•]	[•]	[•]	[•]	[•]
4.	[•]	[•]	[•]	[•]	[•]	[•]
5.	[•]	[•]	[•]	[•]	[•]	[•]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in theEscrow and Sponsor Bank Agreementand/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

For GYR Capital Advisors Private Limited

_____

(Authorized Signatory)

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

Sincerely,

For Bench Mark Infotech Services Limited

(Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP. PHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13321, SS NO: 22105	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign.

SCHEDULE IX

Date:

To:

Escrow Collection Bank

Dear Sirs:

Re.: Initial Public Offer (the "Offer") of equity shares of Bench Mark Infotech Services Limited (the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.4.1 (a) of the Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [•], ₹ [•], the Surplus Amount from the Escrow Account Name and [•] No. [•] to the Refund Account as per the following:

Name of the Banker to the Offer	Amount to be transferred (₹)	Branch Details	Refund Account Number	IFSC Code
[•]	[•]	[•]	[•]	[•]
[•]	[•]			
[•]	[•]			

Capitalized terms not defined herein shall have the same meaning as ascribed to them in theEscrow and Sponsor Bank Agreement and/ or Offer Documents. In the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and Prospectus shall prevail, to the extent of any such inconsistency.

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

ForGYR Capital Advisors Private Limited	**For KFin Technologies Limited**
Authorised Signatory	**Authorised Signatory**

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

Sincerely,

For Bench Mark Infotech Services Limited

(Authorized Signatory

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	FOR AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975 EMP ID : 13321, SS NO: 22105 Authorised Signatory	Authorised Sign

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For kfinTech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT KABIN KUMAR GHOSH BRANCH HEAD - AVP BHOOLBAGAN BRANCH, SOL : 5975 EMP ID : 13121, SS NO: 22105 Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Sign.

Bench Mark Infotech Services Limited
SCHEDULEIX A - AUTHORIZED REPRESENTATIVES

FOR Bench Mark Infotech Services Limited

NAME	POSITION	REGISTERED EMAIL ID	SPECIMEN SIGNATURE
Mr. Vineet Kumar Gupta	Managing Director	talktoviny@yahoo.co.in	

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD	FOR AXIS BANK LTD. ARUN RABIN KUMAR GHOSH BRANCH HEAD, AVP, PHOOLBAGAN BRANCH, SOL: 5975	KFIN TECHNOLOGIES LIMITED
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

FOR GYR Capital Advisors Private Limited

NAME	POSITION	REGISTERED EMAIL L ID	SPECIMEN SIGNATURE
Mr. Mohit Baid	Authorised Signatory	mohitbaid819@gmail.com	

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR		For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD, A/P. HOOLBAGAN BRANCH, SOL: 5975	For KFin Tech Ltd.
Vineet Kumar Gupta Managing Director DIN: 00967830	Authorised Signatory Mohit Baid Director DIN: 08594571	Authorised Signatory	Authorised Sign

FORKFin Technologies Limited

NAME	POSITION	REGISTERED EMAIL ID	SPECIMEN SIGNATURE
Mr. R. Williams	Authorised Signatory		

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD & AVP Authorised Signatory	Authorised Signatory

FOR AXIS BANK LIMITED

NAME	POSITION	REGISTERED EMAIL ID	SPECIMEN SIGNATURE
RIJIT GHOSH	RANCH HEAD	OOLBAGAN.BRANCHHEAD@AXIS.BANK.IN	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD - AVP PHOOLBAGAN BRANCH, BOL 5975 EMP ID : 13321, SS NO-22105

For Bench Mark Infotech Services Limited	For GYR Capital Advisors Private Limited	For Axis Bank Limited	For KFin Tech Ltd.
BENCH MARK INFOTECH SERVICES LTD. MANAGING DIRECTOR Vineet Kumar Gupta Managing Director DIN: 00967830	GYR CAPITAL ADVISORS PRIVATE LIMITED AHMEDABAD Authorised Signatory Mohit Baid Director DIN: 08594571	For AXIS BANK LTD. ARIJIT RABIN KUMAR GHOSH BRANCH HEAD - AVP Authorised Signatory	KFIN TECHNOLOGIES LIMITED Authorised Sign.