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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹700

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Certificate No. : IN-GJ02801087872442W
Certificate Issued Date : 21-Nov-2024 11:24 AM
Account Reference : IMPACC (AC)/ gj13174711/ RAJKOT/ GJ-RA
Unique Doc. Reference : SUBIN-GJGJ1317471119502359397612W
Purchased by : SAGAR ASODARIYA
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : ISSUE
Consideration Price (Rs.) : 0
(Zero)
First Party : ANB METAL CAST LTD
Second Party : SUN CAPITAL ADVISORY SERVICES PVT LTD
Stamp Duty Paid By : ANB METAL CAST LTD
Stamp Duty Amount(Rs.) : 700
(Seven Hundred only)



ANB METAL CAST LIMITED

DIRECTOR

IN-GJ02801087872442W

HUF 0015052340

Statutory Alert:

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

2013 at the Extra Ordinary General Meeting held on November 11, 2024 which collectively authorized the Issuer's Board of Directors, or any other authorized representatives, for the purpose of issuing and signing the Draft Red Herring Prospectus, Red Herring Prospectus and the Prospectus and this Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issue and to do all acts, deeds or things as may be required.

5. The Issuer hereby declare that they have complied with and agrees to comply with all the statutory formalities under the Companies Act, 2013, SEBI ICDR Regulations and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as the "the SEBI") and other relevant statutes to enable it to make the Issue.
6. The Issuer shall be applying for In-principal approval of National Stock Exchange of India Limited for listing of its Equity Shares on its Emerge Platform.
7. Sun Capital Advisory Services Private Limited is a SEBI Registered Category – I Merchant Banker having Registration No. INM000012591 has agreed to act as the Book Running Lead Manager to the Issue.
8. The Company hereby also undertake to give representations in respect of the following matters: -
 - a) Compliance with all statutory formalities under the SEBI ICDR Regulations, the Companies Act, 2013, and/ or the Companies Act, 1956, as applicable and other conditions, instructions and advices issued by the SEBI and other relevant statutes relating to the Issue.
 - b) All statements made in the draft Issue Documents and the Issue Documents (defined hereinafter) shall be complete in all respects and shall be true and correct.

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

1. DEFINITIONS AND INTERPRETATIONS

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

"Abridged Prospectus" shall mean the memorandum containing such salient features of prospectus as may be specified by the SEBI in this regard.

"Acknowledgement Slip" shall mean the slip or document issued by the relevant Designated Intermediary (ies) to the Bidder as proof of registration of the Bid cum Application Form.



ANB METAL CAST LIMITED

DIRECTOR

ISSUE AGREEMENT FOR THE INITIAL PUBLIC OFFER BY ANB METAL CAST LIMITED

This **ISSUE AGREEMENT** (this “**Agreement**”) is entered into on **November 21st, 2024** among:

ANB Metal Cast Limited, a company incorporated under the Companies Act, 2013 and validly existing under the Companies Act, 2013 having Corporate Identification Number U27300GJ2019PLC106972 and having its registered office at Riverwave Off. No. 9, 8th Floor, Near Lords Pradhyuman, Kalawad Road, Rajkot 360 005, Gujarat, India (hereinafter referred to as the “**Company**”/ “**Issuer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Sun Capital Advisory Services Private Limited, a company incorporated under the Companies Act, 1956 and having SEBI registration number INM000012591 and having its registered office at 302, 3rd Floor, Kumar Plaza, Near Kalina Market, Kalina Kurla Road, Santacruz East- 400029, Mumbai, Maharashtra, India (hereinafter referred to as “**Book Running Lead Manager**”, 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**.

(The Company and Book Running Lead Manager are hereinafter individually referred to as a ‘Party’ and collectively, referred to as the ‘Parties’)

WHEREAS:

1. The Issuer propose to make an initial public offering up to 32,00,000 Equity Shares of face value of ₹ 10/- each (“**Equity Shares**”) at Issue price to be decided in accordance with the Companies Act (as defined herein), as prescribed in Chapter IX of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”), and other applicable Indian laws through book-building process (“**the Issue**”) as prescribed under the SEBI ICDR Regulations in consultation with the Book Running Lead Manager.
2. The Issuer have approached Sun Capital Advisory Services Private Limited to manage the Issue as the Book Running Lead Manager and Sun Capital Advisory Services Private Limited has accepted the engagement pursuant to the engagement letter dated March 15, 2024 (“**Engagement Letter**”), subject to the Issuer entering into an agreement for the purpose being these presents.
3. The agreed fees and expenses payable to the Book Running Lead Manager for managing the Issue are set forth in the Engagement Letter. Pursuant to the SEBI ICDR Regulations, the Book Running Lead Manager is required to enter into this Agreement with the Company.
4. The Issuer has obtained approval for the Issue pursuant to the Board Resolution dated October 19, 2024 and a special resolution passed by its shareholders under section 62(1)(c) of Companies Act,



ANB METAL CAST LIMITED

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“Act” shall mean the Companies Act, 2013 and the Companies Act, 1956 (to the extent applicable) and amended from time to time.

“Affiliate” with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

“Agreement” or **“Issue Agreement”** shall mean this Agreement.

“Allotment” shall mean the allotment of the Equity Shares pursuant to the Issue to the successful Bidders.

“Allotment Advice” shall mean note or advice or intimation of Allotment sent to the Bidders who have been allotted Equity Shares after the Basis of Allotment has been approved by the Designated Stock Exchange.

“Allottee(s)” shall mean the successful applicant to whom the Equity Shares are being / have been issued.

“Anchor Investor” means 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” means the price at which Equity Shares will be allocated to Anchor Investors according to the terms of the Red Herring Prospectus, which will be decided by the Company in consultation with the BRLM on the Anchor Investor Bidding Date.

“Anchor Investor Application form” means the form used by an Anchor Investor to make a Bid in the Anchor Investor Portion and which will be considered as an application for Allotment in terms of the Red Herring Prospectus and the Prospectus.

“Anchor Investor Bidding Date” means the date, one Working Day prior to the Bid/ Issue Opening Date, on which Bids by Anchor Investors shall be submitted and allocation to Anchor Investors shall be completed.

“Anchor Investor Issue Price” means the 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 Issue Price but not higher than the Cap Price. The Anchor Investor Issue Price will be decided by the Company in consultation with the BRLM.

“Anchor Investor Pay-in Date” means with respect to Anchor Investor(s), it shall be the Anchor Investor Bidding Date, and in the event the Anchor Investor Allocation Price is lower than the Issue Price, not later than two Working Days after the Bid/ Issue Closing Date.



“Anchor Investor Portion” shall mean up-to 60% of the Qualified Institutional Buyer (“QIB”) Portion which may be allocated by the Company in consultation with the BRLM, to Anchor Investors on a discretionary basis, in consultation with the BRLM, in accordance with the SEBI ICDR Regulations out of which one-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price.

“ASBA or Application Supported by Blocked Amount” means an application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB and will include amounts blocked by UPI Bidders using the UPI Mechanism.

“ASBA Account” means an account maintained with the SCSB and specified in the application form submitted by ASBA applicant for blocking the amount mentioned in the application form.

“ASBA Bidder(s)” shall mean all Bidder(s) except Anchor Investors.

“ASBA Form” shall mean the Application Supported by Blocked Amount Form.

“Bid” shall mean an indication to subscribe in the Issue during the Bid/ Issue Period by a Bidder (other than an Anchor Investor) pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ Issue Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band. The term “Bidding” shall be construed accordingly.

“Bid Amount” shall mean the highest value of optional Bids indicated in the Bid cum Application Form and in the case of Retail Individual Bidders Bidding at Cut Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Bidders and mentioned in the Bid cum Application Form and payable by the Retail Individual Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid.

“Bidder” shall mean any investor who makes a Bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, includes an Anchor Investor.

“Bid cum Application form” shall mean Anchor Investor Application Form or the ASBA Form, as the context requires.

“Bidding Centres” shall mean centres at which the Designated Intermediaries shall accept the Bid cum Application Forms i.e. Designated SCSB Branch for SCSBs, Specified Locations for members of the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for Collecting Depository Participants (“CDPs”).

“Bid Lot” shall mean those no. of Equity Shares and in multiples of t those no. of Equity Shares, to be finalized before filing the Red Herring Prospectus with Registrar of Companies.



“Bid/Issue Closing Date” shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids, which shall be notified in one English national daily newspaper, one Hindi national daily newspaper and one regional language newspaper (i.e. a Gujarati national daily newspaper, Gujarati also being the regional language of Rajkot, Gujarat), where the Registered Office of the Company is located, each with wide circulation.

“Bid/Issue Opening Date” shall mean, except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries shall start accepting Bids, which shall be notified in one English national daily newspaper, one Hindi national daily newspaper and one regional language newspaper (i.e. a Gujarati national daily newspaper, Gujarati also being the regional language of Rajkot, Gujarat), where the Registered Office of the Company is located, each with wide circulation.

“Bid/Issue Period” shall mean, except in relation to Anchor Investors, the period between the Bid/ Issue Opening Date and the Bid/ Issue Closing Date, inclusive of both days, during which prospective Bidders can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Draft Red Herring Prospectus. Provided, however, that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders. The Company in consultation with the Book Running Lead Manager may consider closing the Bid/Issue Period for the QIB Portion One Working Day prior to the Bid/Issue Closing Date which shall also be notified in an advertisement in same newspapers in which the Bid/Issue Opening Date was published, in accordance with the SEBI ICDR Regulations. In cases of force majeure, banking strike or similar circumstances, the Company in consultation with the BRLM, for reasons to be recorded in writing, extend the Bid / Issue Period for a minimum of three Working Days, subject to the total Bid/ Issue Period not exceeding 10 Working Days.

“Book Building Process” means the book building process, as provided in Part A of Schedule XIII of the SEBI ICDR Regulations, in terms of which the Issue is being made.

“Book Running Lead Manager or BRLM or LM or Lead Manager” shall mean the Book Running Lead Manager to the Issue in the present case being Sun Capital Advisory Services Private Limited.

“Broker Centres” shall mean the centres notified by the Stock Exchanges where ASBA Bidders can submit the ASBA Forms to a Registered Broker, provided that Retail Individual Investors may only submit ASBA Forms at such broker centres if they are Bidding using the UPI Mechanism. The details of such broker centres, along with the names and contact details of the Registered Brokers are available on the respective websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com.

“CAN or Confirmation of Allocation Note” means notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated the Equity Shares, on/after the Anchor Investor Bidding Date.

“Cap Price” shall mean the higher end of the Price Band, above which the Issue Price and the Anchor Investor Issue Price will not be finalised and above which no Bids will be accepted, including any



revisions thereof. The Cap Price shall be at least 105% of the Floor Price and shall not be more than 120% of the Floor Price.

“Cash Escrow and Sponsor Bank Agreement” means the agreement to be entered into amongst the Company, the Registrar to the Issue, the BRLM, Syndicate Member(s), the Escrow Collection Bank(s), the Public Issue Account Bank(s), the Sponsor Banks, and the Refund Bank(s) for, among other things, collection of the Bid Amounts from the Anchor Investors and where applicable, refunds of the amounts collected from Anchor Investors, on the terms and conditions thereof.

“Client Id” means Client Identification Number maintained with one of the Depositories in relation to demat account.

“Collecting Depository Participants or CDP’s” mean a depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure bids at the Designated CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, issued by SEBI as per the lists available on the websites of BSE and NSE, as updated from time to time.

“Companies Act” shall mean Companies Act, 2013/ Companies Act, 1956 read with the rules, regulations, as amended.

“Controlling”, “Controlled by” or “Control” shall have the same meaning ascribed to the term “control” under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended from time to time.

“Controlling Branches of SCSBs” means such branches of the Self certified Syndicate Banks (“SCSBs”) which coordinate with the BRLM, the Registrar to the Issue and the Stock Exchange.

“Controlling Person(s)” with respect to a specified person, shall mean any other person who Controls such specified person.

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

“Demographic Details” means the details of the Bidders including the Bidder’s address, name of the Bidder’s father/husband, investor status, occupation, bank account details and UPI ID, as applicable.

“Depository” means a depository registered with SEBI under the SEBI (Depositories and Participants) Regulations, 2018.

“Depository Participant” means a Depository Participant as defined under the Depositories Act, 1996.

“Designated CDP Locations” means such locations of the CDPs where Bidders can submit the ASBA Forms. The details of such Designated CDP Locations, along with names and contact details of the



Collecting Depository Participants eligible to accept ASBA Forms are available on the respective websites of the Stock Exchanges (www.bseindia.com and www.nseindia.com, respectively) as updated from time to time.

“Designated Date” shall mean the date on which amounts blocked by the SCSBs are transferred from the ASBA Accounts, as the case may be, to the Public Issue Account or the Refund Account, as appropriate, in terms of the Draft Red Herring Prospectus, after finalisation of the Basis of Allotment in consultation with the Designated Stock Exchange, following which the Board of Directors may Allot Equity Shares to successful Bidders in the Issue.

“Designated Intermediaries” shall mean: -

- i. a Self-Certified Syndicate Bank, with whom the bank account to be blocked, is maintained;
- ii. a syndicate member (or sub-syndicate member);
- iii. a stock broker registered with a recognized stock exchange (and whose name is mentioned on the website of the stock exchange as eligible for this activity) (**“Broker”**);
- iv. a registrar to an issue and share transfer agent (**“RTA”**);
- v. a depository participant (**“DP”**) (whose name is mentioned on the website of the stock exchange as eligible for this activity);
- vi. a banker to an issue;
- vii. a legal advisor.

“Designated RTA Locations” means such locations of the RTAs where bidder can submit the Bid cum Application Forms to RTAs. The details of such Designated RTA Locations, along with names and contact details of the RTAs eligible to accept Bid cum Application Forms are available on the websites of the Stock Exchange (www.bseindia.com and www.nseindia.com, respectively) as updated from time to time

“Designated SCSB Branches” shall mean Such branches of the SCSBs which shall collect the ASBA Bid cum Application Form from the ASBA bidder and a list of which is available on the website of SEBI at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int mId=34> & <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int mId=35> or at such other website as may be prescribed by SEBI from time to time.

“Designated Stock Exchange” shall mean Emerge Platform of National Stock Exchange of India Limited (**“NSE Emerge”**).

“DP ID” means Depository Participant’s Identity Number.

“Draft Red Herring Prospectus” means the Draft Red Herring Prospectus to be filed with Emerge Platform of National Stock Exchange of India Limited and disseminate to SEBI and issued in accordance with the SEBI ICDR Regulations, 2018 which does not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Issue, including any addenda or corrigenda thereto.



“General Information Document” means the General Information Document for investing in public offers, prepared and issued in accordance with the circular (SEBI/HO/CFD/DIL1/CIR/P/2020/37) dated March 17, 2020, issued by SEBI and the UPI Circulars, as amended from time to time. The General Information Document shall be available on the websites of the Stock Exchange and the BRLM.

“Gross Proceeds” means the gross proceeds of the Fresh Issue that will be available to the Company.

“Issue or Issue Size/Public Issue or IPO” means the initial public offering of upto 32,00,000 Equity Shares for cash at the Issue Price.

“Issue Document” includes the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus filed with Registrar of Companies.

“Issue Period” shall mean the periods between the Issue Opening Date and the Issue Closing Date inclusive of both days and during which prospective Applicants may submit their Bidding application.

“Issue Proceeds” means the proceeds to be raised by the Company through this Fresh Issue.

“Issue Price” means the final price at which Equity Shares will be Allotted to successful Bidders other than Anchor Investors in terms of the Red Herring Prospectus. The Issue Price will be decided by the Company, in consultation with the BRLM on the Pricing Date, in accordance with the Book-Building Process and in terms of the Red Herring Prospectus.

“Indemnified Party” shall have the meaning given to such term in this Agreement.

“Indemnifying Party” shall have the meaning given to such term in this Agreement.

“Listing Agreement” means the Equity Listing Agreement to be signed between the Company and National Stock Exchange of India Limited

“Market Maker” shall mean market maker who has agreed to receive or deliver the Equity Shares in the market making process for a period of three years from the date of listing of the Equity Shares or for a period as may be notified by amendment to the SEBI Regulations.

“Market Making Agreement” The Market Making Agreement to be entered between the Company, Book Running Lead Manager and Market Maker.

“Material Adverse Effect” shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company.

“Mutual Funds” shall mean a mutual fund registered with SEBI under the SEBI (Mutual Funds) Regulations, 1996, as amended from time to time.



“Mutual Funds Portion” shall mean the portion of the Issue being 5% of the Net QIB Portion which shall be available for allocation to Mutual Funds only on a proportionate basis, subject to valid Bids being received at or above the Issue Price.

“Net Issue” The proceeds from the Fresh Issue less the Issue related expenses applicable to the Fresh Issue.

“Net QIB Portion” means the portion of the QIB Portion less the number of Equity Shares Allotted to the Anchor Investors.

“Non-institutional Bidders” or “Non-Institutional Investors” shall mean all Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount of more than ₹ 2,00,000 (but not including NRIs other than Eligible NRIs).

“NPCI” means a Reserve Bank of India (RBI) initiative, is an umbrella organization for all retail payments in India. It has been set up with the guidance and support of the Reserve Bank of India (RBI) and Indian Banks Association (IBA).

“Party” or “Parties” shall have the meaning given to such terms in the preamble to this Agreement.

“Person/Persons” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, limited liability company, joint venture, or trust or any other entity or organization validly constituted and/or incorporated in the jurisdiction in which it exists and operates, as the context requires.

“Price Band” means price band to be decided comprising a minimum price (Floor Price) and the maximum price (Cap Price) per Equity Share including any revisions thereof. The Cap Price shall be at least 105% of the Floor Price and shall be less than or equal to 120% of the Floor Price. The Price Band and the minimum Bid Lot for the Issue will be decided by the Company, in consultation with the BRLM.

“Prospectus” shall mean the prospectus to be filed with the ROC in accordance with the provisions of Section 26 of the Companies Act and SEBI ICDR Regulation containing, *inter alia*, the Issue Price, the size of the Issue and certain other information including any addenda or corrigenda thereto.

“Public Issue Account” shall mean the Bank account to be opened with the Public Issue Bank, under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Account(s) and ASBA Accounts on the Designated Date.

“Qualified Institutional Buyers” or “QIBs” shall mean a qualified institutional buyer as defined under Regulation 2(1)(ss) of the SEBI (ICDR) Regulations

“QIB Bidder” means QIBs who bid in the Issue.



“QIB Portion” means the portion of the Issue (including the Anchor Investor Portion) being not more than 50% of the Net Issue, available for allocation to QIBs (including Anchor Investors) on a proportionate basis (in which allocation to Anchor Investors shall be on a discretionary basis, as determined by the Company, in consultation with the BRLM up to a limit of 60% of the QIB Portion), subject to valid Bids being received at or above the Issue Price or Anchor Investor Issue Price (for Anchor Investors).

“RoC” shall mean the Registrar of Companies, Ahmedabad.

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

“Refund Account” means ‘no-lien’ and ‘non-interest bearing’ account opened / to be opened with a SEBI Registered Banker to the Issue from which the refunds of the whole or part of the Application Amount, if any, shall be made.

“Refund Bank(S) or “Refund Banker(s)” means the bank(s) which is / are clearing member(s) and registered with the SEBI as Bankers to the Issue at which the Refund Accounts will be opened.

“Representatives” includes the directors, officers, employees, agents, consultants, advisors or other representatives, including legal counsel, accountants and financial advisors and also includes the Representatives of any Party;

“Registrar” shall mean Registrar to the Issue being **KFin Technologies Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at Selenium Tower-B, Plot 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad -500032, Telangana, India.

“Regulations” means unless the context specifies something else, this means the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

“Retail Individual Bidder(s) or RIBs” shall mean individual Bidders, who have Bid for the Equity Shares for an amount not more than ₹2,00,000 in any of the bidding options in the Issue (including HUFs who applied through their Karta and Eligible NRIs).

“Reserved Category/Categories” means the categories of person eligible for making bid under reservation portion.

“Revision Form” means the form used by the bidders to modify the quantity of Equity Shares or the bid Amount in any of their Bid cum Application Forms or any previous Revision Form(s).



“SCSB” means a Self Certified Syndicate Bank registered with SEBI under the SEBI (Bankers to an Issue) Regulations, 1994 and Issues the facility of: (a) ASBA, including blocking of bank account. A list of all SCSBs is available at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int_mId=34 & https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int_mId=35 (b) in relation to ASBA (using the UPI Mechanism), a list of which is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int_mId=40, or such other website as may be prescribed by SEBI from time to time. Applications through UPI in the Issue can be made only through the SCSBs mobile applications (apps) whose name appears on the SEBI website. A list of SCSBs and mobile application, which, are live for applying in public issues using UPI Mechanism is available on the website of SEBI at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&int_mId=43, as updated from time to time

“SEBI” shall mean the Securities and Exchange Board of India constituted under the SEBI Act.

“SEBI Act” shall mean the Securities and Exchange Board of India Act, 1992, as amended and as applicable to the Issue.

“SEBI ICDR Regulations” shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and as applicable to the Issue.

“Sponsor Bank” means the Banker to the Issue registered with SEBI and appointed by the Company to act as a conduit between the Stock Exchanges and the NPCI in order to push the mandate collect requests and / or payment instructions of the Retail Individual Bidders into the UPI and carry out other responsibilities, in terms of the UPI Circulars.

“Stock Exchange” shall mean the Emerge platform of National Stock Exchange of India Limited where the equity shares are proposed to be listed and the expression **“Stock Exchange”** shall be construed accordingly.

“Transaction Registration Slip” means the slip or document issued by a member of the Syndicate or an SCSB (only on demand), as the case may be, to the bidders, as proof of registration of the bid.

“Underwriter” means the BRLM and the SEBI registered entity who can underwrite this Issue pursuant to the provisions of the SEBI ICDR Regulations.

“UPI” means the Unified payment Interface, which is an instant payment mechanism, developed by NPCI.

“UPI Circular” means the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI Circular no.



SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, Circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, Circular number SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and as amended pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 April 20, 2022 and any subsequent circulars or notifications issued by SEBI in this regard and any subsequent circulars or notifications issued by SEBI in this regard.

“UPI ID” means ID created on UPI for single-window mobile payment system developed by the NPCI.

“UPI Mandate Request” means a request (intimating the Retail Individual Bidder by way of a notification on the Mobile App and by way of a SMS directing the Retail Individual Bidder to such Mobile App) to the Retail Individual Bidder initiated by the Sponsor Bank to authorize blocking of funds on the Mobile App equivalent to Bid Amount and Subsequent debit of funds in case of Allotment.

“UPI Mechanism” means the bidding mechanism that may be used by a RII to make a Bid in the Issue in accordance with the UPI Circulars.

“UPI Pin” means the password to authenticate UPI transactions.

“Wilful Defaulter” means wilful defaulter as defined under Regulation 2(1)(III) of the SEBI ICDR Regulations.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (iii) reference to the words “include” or “including” shall be construed without limitation;
- (iv) references to this Agreement, to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time as amended, varied, supplemented or novated;
- (v) any reference to any Party/ies to this Agreement or any agreement or deed or instrument shall include its successors or permitted assigns;
- (vi) any reference to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;



- (vii) any reference to a clause, paragraph or annexure is, unless indicated to the contrary, a reference to a clause, paragraph or annexure of this Agreement; and
- (viii) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

3. THE ISSUE

- 3.1 On the basis of the representations and warranties contained in this Agreement and subject to its terms and conditions, the Book Running Lead Manager hereby agrees to manage the Issue solely and on the terms and conditions as contained in this Agreement.
- 3.2 The Company shall not, without the prior written approval of the Book Running Lead Manager, file the Issue Document (whether Draft Red Herring Prospectus or Red Herring Prospectus or Prospectus) with Stock Exchange, the Registrar of Companies or any other authority whatsoever. For the purposes of this Agreement, the terms "**Draft Red Herring Prospectus**" and "**Red Herring Prospectus**" and "**Prospectus**" shall include the preliminary or final offering memorandum. Also, the terms "Draft Red Herring Prospectus" and "Red Herring Prospectus" and "Prospectus" shall include any amendments or supplements to any such prospectus or any notices, corrections, corrigendum or notices in connection therewith.
- 3.3 The Company, in consultation with the Book Running Lead Manager, shall decide the terms of the Issue, Price Band, Anchor Investor Bid / Issue Period, Bid / Issue Opening Date and Bid / Issue Closing Date, including any revisions thereof, Anchor Investor Allocation Price and the final Issue Price.
- 3.4 The Company shall enter into a market making agreement with Market Maker and the Book Running Lead Manager in relation to compulsory market making by the Market Maker.
- 3.5 Further, the Book Running Lead Manager(s) may be represented on the board of directors of the issuer subject to the agreement between the issuer and the Book Running Lead Manager who have the responsibility of market making in terms of Regulation 261 of SEBI ICDR Regulations.
- 3.6 The Company acknowledges and takes cognizance of the deemed agreement of the Company with the SCSBs for purposes of the ASBA process in the Issue.
- 3.7 The Company shall comply with corporate governance norms required under the listing agreement with the Designated Stock Exchange.
- 3.8 The Parties agree that entering into this Agreement or the Engagement Letter shall not create any obligation, whether express or implied, on the BRLM to enter into any underwriting agreement with the Company in connection with the Issue or provide any financing to the Company in connection with the Issue.
- 3.9 The Company shall set up an "investor grievance redressal" system to redress all Issue related grievances as per applicable rules and regulations and to satisfaction of the BRLM.

4. PAYMENTS

All payments to be made by the Company under this Agreement and the Engagement Letter shall be made in Indian Rupees to the Book Running Lead Manager. The BRLM shall be entitled to withhold amount in Public Issue Account to the extent of aforementioned fees payable to various intermediaries related to the Issue, before the issue proceeds from Public Issue Account are transferred to the



Company. Further, all out-of-pocket expenses in connection with the Issue, would be directly payable by the Company on actuals.

5. SCOPE OF SERVICES

The Book Running Lead Manager shall among other things provide the following services in relation to the Issue:

- a) Structuring of the Issue, undertaking listing process at the Designated Stock Exchange as may be required under the prevailing framework of Regulations.
- b) Assisting, together with other advisors and legal counsel in securing all necessary regulatory approvals from the Designated Stock Exchange and/or SEBI.
- c) Undertaking due diligence activities and assisting in preparation of the Issue Documents for filing with the Designated Stock Exchanges.
- d) Assisting the Company in appointment of legal counsel, Registrars to the Issue, Advisors to the Issue, Bankers, Printers and Advertising Agency, as applicable.
- e) Assisting the Company in listing the Equity Shares issued pursuant to the Issue.
- f) Assisting the Company in obtaining the required connectivity etc. from NSDL & CDSL.

In the event that the Book Running Lead Manager fails to perform their services or comply with their obligations, the Company shall be entitled to proceed against the defaulting Book Running Lead Manager as per applicable law.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Company represents and warrants to, and agrees with, the Book Running Lead Manager, as of the date of this Agreement and as of the Issue Opening Date and as of the Issue Closing Date that:

6.1.1 The Issue Documents did not, and will not, include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties made in this paragraph shall not apply to any statement or omission in the Issue Documents relating to the Book Running Lead Manager made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Book Running Lead Manager expressly for use therein. For the avoidance of doubt, the only such information provided by the Book Running Lead Manager consists solely of its legal name, SEBI registration number and contact details and details regarding its net worth.

6.1.2 The Issuer represents that except for the disclosures that would appear in the Draft Red Herring Prospectus or Red Herring Prospectus or Prospectus or any supplemental thereto to be approved by its Board of Directors or its Committee (a) the Company is not in default of the terms of, or there has been no delay in the payment of the principal or the interest under, any indenture, lease, loan, credit or other agreement or instrument to which the Issuer is party to or under which the Issuer's assets or properties are subject to and (b) there has been no notice or communication, written or otherwise, issued by any third party to the Company, with respect



to any default or violation of or seeking acceleration of repayment with respect to any indenture, lease, loan, credit or other agreement or instrument to which the Issuer is a party to or under which the Issuer's assets or properties are subject to, nor is there any reason to believe that the issuance of such notice or communication is imminent.

- 6.1.3 The Issue Documents comply/will comply with all the statutory formalities under the Companies Act, 2013, the SEBI ICDR Regulations and other applicable statutes and other conditions, instructions and advices issued by the SEBI and other relevant statutes relating to the Issue.
- 6.1.4 All Equity Shares held by (i) the Promoters and members of the Promoter Group, and (ii) Directors, key managerial personnels, will be in dematerialized form as on the date of filing of the Red Herring Prospectus
- 6.1.5 The Company acknowledge and take cognizance of the deemed agreement of the Company with the Self Certified Syndicate Banks for purposes of any ASBA process (as set out under the SEBI ICDR Regulations), as well as with the Registered Brokers, Collecting DPs, Collecting RTAs for the purposes of collection of Bid cum Application Forms in the Issue, as set out in the Issue Documents
- 6.1.6 The Company has obtained all the required approvals for the Issue from its Board of Directors and shareholders and it has complied with or agrees to comply with the terms and conditions of such approvals.
- 6.1.7 The Company hereby represents, warrants and agrees with the Book Running Lead Manager as of the date of this Agreement and the Closing Date, that, unless otherwise expressly authorised in writing by the Book Running Lead Manager, neither it nor any of its Affiliates nor any of its respective directors, employees or agents has made or will make any verbal or written representations in connection with the Issue, other than those representations made pursuant to and based on the terms and conditions set forth in this Agreement, the Issue Documents or in any other document the contents of which are or have been expressly approved or provided for in writing for this purpose by the Book Running Lead Manager.
- 6.1.8 The Company has been duly incorporated and is validly existing as a public limited company under the laws of the Republic of India and no steps have been taken or proposed to be taken for its winding up, liquidation or receivership under the laws of the Republic of India and has all requisite corporate power and authority to own, operate and lease its properties and to conduct its business as described in the Issue Documents and to enter into and perform its obligations under each of the Issue Documents. The Company has obtained and/or applied for all the relevant approvals and licenses to run its existing business activities and/or its proposed business activities and to transact business in each jurisdiction in which it operates.
- 6.1.9 Each of the Issue Documents have been duly authorised, executed and delivered by, and are valid and legally binding obligations of, the Company and is enforceable against the Company in accordance with their respective terms.
- 6.1.10 The authorised and issued share capital of the Company conforms in all respects to the description thereof contained in the Issue Documents. The Equity Shares conform to the description thereof contained in the Issue Documents and such description: (i) is true and correct in all respects and (ii) contains all material disclosures which are true and adequate to enable investors to make an informed decision as to the investment in the Issue.



- 6.1.11 All of the outstanding or issued share capital of the Company (i) has been duly authorised, (ii) is validly issued, fully paid and (iii) was not issued in violation of any pre-emptive or similar rights.
- 6.1.12 The Equity Shares have been duly and validly authorised and, when issued or sold, as the case may be, and when delivered against payment thereof, shall be validly issued and subscribed for and fully paid, shall have attached to them the rights and benefits specified as described in the Issue Documents and, in particular, shall rank *pari-passu* in all respects with all other equity shares of the Company, shall not be subject to any pre-emptive or other similar rights in relation to the transfer thereof and shall be free and clear of any encumbrances whatsoever.
- 6.1.13 Except as described in the Issue Documents, there are no limitations on the rights of holders of Equity Shares to hold or vote or transfer their Equity Shares.
- 6.1.14 Except as described in the Issue Documents, no approvals of any governmental or regulatory authorities are required in India (including any foreign exchange or foreign currency approvals) in order for the Company to pay dividends declared by the Company to the holders of Equity Shares.
- 6.1.15 The execution and delivery by the Company of, and the performance by the Company of its obligations under each of the Issue Documents did not, and will not, result in a breach or violation or constitute a default under (i) any provision of applicable law or the articles of association of the Company; (ii) agreement, obligation, condition, covenant or other instrument binding upon the Company; or (iii) any judgment, order or decree of any governmental or regulatory body, agency or court having jurisdiction over the Company. No consent, approval, authorisation, filing or order of, or qualification with, any governmental or regulatory body, agency or court is required for the performance by the Company of any of its obligations under, or for the consummation of the transactions contemplated by, each of the Issue Documents, this Agreement or in relation to the issuance of Equity Shares, except such as may be required by the RoC and the Stock Exchange in connection with the Issue and except such as have been obtained and are in full force and effect. The Company has procured all necessary consents and no objections certificates (NOCs) from all concerned persons for the purpose of making the Issue.
- 6.1.16 There has not occurred, any Material Adverse Effect, in the condition, financial or otherwise, or in the business, management, assets or prospects of the Company, from that set forth in the Issue Documents;
- 6.1.17 There have been no additional transactions entered into by the Company, which, in its opinion, are material with respect to those set forth in Issue Documents.
- 6.1.18 Except as disclosed in the Issue Documents, there are no actions, suits, proceedings, inquiries or investigations, before or brought by any court or governmental agency or body, domestic or foreign, or any arbitration proceeding now pending, against or affecting the Company which would reasonably be expected to result in a Material Adverse Effect. All pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject have been, or will be, described in the Issue Documents.
- 6.1.19 Except as disclosed in the Issue Documents and except where it would not result in a Material Adverse Effect: (i) the Company has all necessary licenses, consents, authorisations, approvals, orders, certificates and permits to own, lease, license, operate and use their properties and assets, to conduct its business as conducted as of the date of this Agreement



- and as of the Closing Date; (ii) each such governmental licenses, consents, authorisations, approvals, orders, certificates and permits has been duly obtained by the Company, as applicable, and is held in the name of the Company, was validly issued, is in full force and effect; and (iii) there are no proceedings pending, relating to the revocation, modification or non-renewal of any such license, consent, authorisation, approval, order, certificate or permit.
- 6.1.20 The Company is not (i) in violation of its Articles of Association, (ii) except as described in Issue Documents, in default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound, or to which any of the property or assets of the Company is subject, or (iii) in violation or default (and there has not been any event that has occurred that with the giving of notice or lapse of time or both would constitute a default) of any Law, judgement, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company.
- 6.1.21 All descriptions of (i) this Agreement, (ii) the Articles of Association of the Company and (iii) all other documents and contents forming part of the Issue Documents, in each case, fairly and accurately summarise the contents of these contract or documents and do not omit any material information that affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Issue Documents under Indian law or any other applicable laws that have not been so described.
- 6.1.22 The Company owns or possesses, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know how (including trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them, and the Company has not received any notice of infringement of, or conflict with, asserted rights of others with respect to any of the foregoing, except as disclosed in the Issue Documents, which would result in an unfavourable decision, ruling or finding, against the Company which would result in a Material Adverse Effect.
- 6.1.23 Except as disclosed in the Issue Documents, (i) No labour dispute with any contract labour and/or the employees of the Company exists; and (ii) the Company is not aware of any existing labour disturbances by the employees of the Company's principal customers, suppliers, contractors or subcontractors; which would result in a Material Adverse Effect.
- 6.1.24 Except as disclosed in the Issue Documents, the Company has legal, valid and transferable title to all immovable property owned by it and legal and valid title to all other properties owned by it, in each case, free and clear of all mortgages, liens, security interests, claims, restrictions or encumbrances, otherwise secured to any third party except such as do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and all of the leases and subleases material to the business of the Company under which such properties are held are in full force and effect, and the Company has not received any notice of any material claim that has been asserted that is adverse to the rights of the Company under any of the leases or



subleases mentioned above, or affecting the rights of the Company to the continued possession of the leased or subleased premises under any such lease or sublease, except in each case, to hold such property or have such enforceable lease would not result in a Material Adverse Effect.

- 6.1.25 The Company is insured by insurers of recognised financial responsibility against losses and risks and in such amounts as are customary for the business in which it is engaged; and to the best of the Company's knowledge, the Company will be able to renew their respective existing insurance coverage as and when such coverage expires or to obtain similar coverage as may be necessary to continue their respective business at a cost that would not result in a Material Adverse Effect.
- 6.1.26 The Company has accurately prepared and timely filed, except where a delay or omission is not material in the opinion of the Book Running Lead Manager, all tax returns, reports and other information which are required to be filed by or with respect to it or has received extensions with respect thereof. Except as would not have a Material Adverse Effect in the opinion of the Book Running Lead Manager, the Company has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings, to the extent such tax, assessment, fine or penalty is disclosed in the Issue Documents.
- 6.1.27 The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that, (i) transactions are executed in accordance with management's general and specific authorisations; (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with accounting principles generally accepted in India ("Indian GAAP") and to maintain accountability for its assets; (iii) access to assets of the Company is permitted only in accordance with management's general or specific authorisations and (iv) the recorded assets of the Company are compared to existing assets at periodic intervals of time, and appropriate action is taken with respect to any differences. Except as described in the Issue Documents, since the end of the Company's most recent audited fiscal year, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.
- 6.1.28 Except as disclosed in the Issue Documents, no indebtedness (actual or contingent) and no contract or series of similar contracts (other than employment contracts) is outstanding between the Company and (i) any Director or key managerial personnel of the Company, or (ii) such Director's or key managerial personnel's spouse or parents or any of his or her children, or (iii) any company, undertaking or entity in which such Director holds a controlling interest.
- 6.1.29 All transactions and loans, liability or obligation between the Company on the one hand and (i) entities that Control or are Controlled by, or are under common Control with, the Company, (ii) entities over which the Company has a significant influence or which has a significant influence over the Company, (iii) persons owning an interest in the voting power of the Company that gives them significant influence over the Company, (iv) management personnel having authority and responsibility for planning, directing and Controlling the activities of the



Company (including relatives of such management personnel, directors and senior management of the Company) and (v) entities in which a substantial interest in the voting power is owned, directly or indirectly, by any person described in (iii) or (iv) or over which such a person is able to exercise significant influence (including entities owned by directors or major shareholders of the Company and entities that have a member of key management personnel in common with the Company) on the other hand (a) have been and are, or will be, as the case may be, fair and on terms that are no less favourable to the Company than those that would have been obtained in a comparable transaction by the Company with an unrelated person and (b) are, or will be, adequately disclosed in all material respects in the Issue Documents and (c) are, or will be, as the case may be, to the Company's knowledge, legally binding obligations of and fully enforceable against the persons enumerated in (i) to (v) above.

- 6.1.30 Under the current laws and regulations of India and any political subdivision thereof, all amounts payable with respect to the Equity Shares upon liquidation of the Company and dividends and other distributions declared and payable on the Equity Shares may be paid by the Company to the holder thereof in Indian rupees and, subject to the provisions of the Foreign Exchange Management Act, 1999, as amended, and the regulations and guidelines framed thereunder, and the provisions of the Income Tax Act, 1961, as amended, may be converted into foreign currency and freely transferred out of India without the necessity of obtaining any governmental authorisation in India or any political subdivision or taxing authority thereof or therein.
- 6.1.31 The financial statements of the Company included in the Issue Documents, together with the respective related notes, schedules and annexures thereto, are complete and correct in all respects and present truly, in all respects, the financial position of the Company as of the date shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), applied on a consistent basis throughout the periods involved.
- 6.1.32 The auditors who have certified or reviewed the financial statements of the Company are independent chartered accountants within the rules of the code of professional ethics of the Institute of Chartered Accountants in India, as applicable. The selected financial data and the summary financial information of the Company included in the Issue Documents have been derived from such financial statements.
- 6.1.33 The financial statements of the Company to be included in the Issue Documents, to the extent required, have been prepared in accordance with and in conformity with the India GAAP, the Companies Act, the applicable provisions of the SEBI ICDR Regulations and any other applicable regulations.
- 6.1.34 The Company has applied/ will apply for in-principle approval for listing the Equity Shares Issued in the Issue on the Designated Stock Exchange. Such approvals will be in full force and effect once received.
- 6.1.35 The Company acknowledges and agrees that (i) the issuance of the Equity Shares pursuant to the Issue, is an arm's-length commercial transaction between the Company and the Book Running Lead Manager, (ii) in connection with the Issue contemplated hereby and the process leading to such transaction the Book Running Lead Manager is and has been acting solely as a principle and is not the agent or fiduciary of the Company, or its stockholders, creditors, employees or any other party, (iii) the Book Running Lead Manager has not assumed or will



not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Issue contemplated hereby or the process leading thereto (irrespective of whether the Book Running Lead Manager has advised or is currently advising the Company on other matters) and the Book Running Lead Manager has no obligation to the Company with respect to the Issue contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the Book Running Lead Manager and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of each of the Company, and (v) the Book Running Lead Manager has not provided any legal, accounting, regulatory or tax advice with respect to the Issue contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company has waived to the full extent as permitted by applicable law any claims they may have against the Book Running Lead Manager arising from an alleged breach of fiduciary duty in connection with the Issue of the Equity Shares.

- 6.1.36 As at the date of any amended Issue Document or supplement to an Issue Document prepared by the Company in accordance with the terms of this Agreement, the representations and warranties of the Company contained in this Agreement will be true and accurate with respect to any Issue Document as so amended or supplemented as if repeated as at such date.
- 6.1.37 The statements in the Issue Document under the headings "*Risk Factors*", "*The Issue*", "*General Information*", "*Capital Structure*", "*Our Business*", "*Key Industry Regulations and Policies*", "*Our History and Certain Other Corporate Matters*", "*Our Management*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations*", "*Outstanding Litigations and Material Developments*", "*Governmental and Other Statutory Approvals*", "*Other Regulatory and Statutory Disclosures*", "*Terms of the Issue*", and "*Statement of Possible Special Tax Benefits*", insofar as such statements constitute summaries of legal matters, documents or proceedings referred to therein, fairly summarise such legal matters, documents, proceedings and other matters referred to therein.
- 6.1.38 All descriptions of the governmental approvals, authorisations and other third-party consents and approvals, if any described in the Issue Documents are accurate descriptions in all material respects, fairly summarise the contents of these approvals, authorisations and consents and do not omit any material information that affects the import of such descriptions. There are no governmental approvals, authorisations or consents that are material to the presently proposed operations of the Company or would be required to be described in the Issue Documents under Indian law or regulatory framework of SEBI that have not been so described. Except as described in the Issue Documents and the Company (i) is in compliance with any and all applicable Indian, state and local Laws, (ii) have received all permits, licenses or other approvals required by any applicable Laws and (iii) are in compliance with all terms and conditions of any such permit, license or approval; there are no pending or, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings against the Company.
- 6.1.39 The Issuer represents and covenants that it has not knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of dealing is or was the subject of Sanctions.
- 6.1.40 The Issuer represents and covenants that it will use the proceeds of the Issue exclusively in the manner set forth in the section titled "*Objects of the Issue*" in the Issue Documents, and will



not, directly or indirectly, use the proceeds of the Issue, or lend, contribute otherwise make available any such proceeds to any Person:

- (a) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or
 - (b) in any other manner that will result in a violation of Sanctions against any Person (including a Person participating in the Issue, whether as advisor, investor, underwriter or otherwise).
- 6.1.41 The operations of the Issuer are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements and applicable anti-money laundering statutes of jurisdictions where the Issuer conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body, or any arbitrator involving the Issuer with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Issuer, threatened.
- 6.1.42 The Issuer represents and undertakes that neither (a) the Issuer and its Promoters, Promoter Group members, directors and Affiliates, nor (b) the companies with which any of the Affiliates, Promoters, Promoter Group members and directors of the Company are or were associated as a promoter, director or person in control, are debarred or prohibited from accessing the capital markets under any order or direction passed by the SEBI or any other regulatory or administrative authority or agency or have proceedings alleging violations of securities laws initiated or pending against them by such authorities or agencies.
- 6.1.43 All statements made in the draft Issue document and the Issue document shall be complete in all respects and shall be true and correct.
- 6.1.44 The Issuer will arrange for letter of comfort from statutory auditors / Chartered Accountant issuing examination report on the restated financial statement of the Company to be disclosed in the Issue documents.

7. SUPPLY OF INFORMATION AND DOCUMENTS

The Company undertakes and declares that any information made available to the BRLM/ Intermediaries / and other advisors to the Issue or any statement made in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors. The Company also undertakes to furnish complete audited report(s), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.

The Company undertakes to furnish such relevant information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to cause filing of such reports in time as may be required by SEBI and/ or other regulatory bodies, to enable the Book Running Lead Manager to file the due diligence certificate at the time of filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with the Stock Exchange (SME Platform) and RoC and also



inform the investors in the manner advised by the Book Running Lead Manager, on an immediate basis.

The Company shall extend all necessary facilities to the Book Running Lead Managers to interact on any matter relevant to the Issue with the solicitors/ legal advisors, auditors, advisors to the Issue, Registrar to the Issue, the Financial Institutions, Banks or any other organization and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.

The Company undertakes to provide the Book Running Lead Manager with all information and documents to enable the Book Running Lead Manager to prepare the Documents in compliance with the legal requirements connected with the Issue as also the regulations, instructions, etc. issued by SEBI, the Government of India and any other competent authority in this behalf and customary disclosure norms to enable the investors to make a well-informed decision as to investment in the Issue.

The Company undertakes to furnish such information and particulars regarding the Issue as may be required by the Book Running Lead Manager to enable them to file a reports with Stock Exchange (SME Platform) and/or the SEBI or any other regulatory authority in respect of the Issue.

The Company shall keep the Book Running Lead Manager informed, if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Issuer from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to the Issue, including matters pertaining to allotment and unblocking of Amount, Demat Credit etc.

The Company accepts full responsibilities to update the information provided earlier and duly communicate to the BRLM in cases of all changes in materiality of the same subsequent to submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to Stock Exchange (SME Platform)/ Registrar of Companies (ROC), as the case may be, but prior to Listing of the Equity Shares on SME Platform of Stock Exchange.

The Company accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Issue.

The Company undertakes to sign and cause each of the directors of the Company, the Company Secretary and Compliance Officer and the Chief Financial Officer to sign (in person or through their authorized Representative) on the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to be filed with the Stock Exchange (SME Platform)/ RoC and this signing off would be construed by the Company and the Book Running Lead Manager and any statutory authority to mean that the Company agrees that the Issue Documents give a fair, true and accurate description of the Company and the Equity Shares being issued in the Issue. This signing off also means that no relevant material information has been omitted to be stated in the said Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus.



ANB METAL CAST LIMITED

DIRECTOR

The Company authorises the Book Running Lead Manager to the Issue to circulate the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus to the prospective investors after filing the same with SME Platform of Stock Exchange/ RoC, provided that such issuance and circulation is in accordance with applicable laws of each relevant jurisdiction and hereby indemnifies the Book Running Lead Manager from such costs and consequences as may arise from misstatement and/or information misleading the prospective investors and/or non-disclosure of relevant information and/or omission of any information.

The Company hereby warrants that the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus will carry all the relevant information as advised by the Book Running Lead Manager which is required for the prospective investors to take an informed decision for investment.

The Company agrees to disclose and inform the Book Running Lead Manager of any material development in respect of the Company or its directors or associate companies that could have an impact on the Company on an immediate basis and also inform the investors, with prior consent of the Book Running Lead Managers, about the same.

The Company acknowledges and agree that all information documents, statements required for the purpose related to the Issue/ Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus would be signed/ authenticated by their authorised signatories and that the Book Running Lead Manager shall be entitled to assume without independent verification that such signatory, attorney or agent is duly authorized by the Company, as applicable, to execute such undertakings, documents and statements and the Company shall be bound by such obligations.

The Company agrees with the Book Running Lead Manager that:

- (a) all representations, warranties, undertakings and covenants made by the Company in the Agreement and/or the Engagement Letter have been made after due consideration and inquiry by the Company and that the Book Running Lead Manager may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant made by the Company; and
- (b) any representations, warranties, undertakings and covenants in the Agreement or the Engagement Letter relating to or given by the Company on behalf of its directors, promoters, subsidiaries or group companies have been made by the Company after due consideration and inquiry and that the Book Running Lead Managers may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.

The Company agrees that the Book Running Lead Manager shall at all times and as they deem appropriate have access to the directors of the Company, subject to reasonable notice and other key personnel of the Company and its respective subsidiaries and Affiliates and, with prior approval, the external advisors thereof.

In the event the Company requests that the Book Running Lead Manager deliver documents or information relating to the Issue via electronic transmissions or delivery of such documents or any



information is required by law or regulation to be made via electronic transmissions, the Company acknowledges and agrees that the privacy or integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the Issue are transmitted electronically by the Book Running Lead Manager, the Company hereby releases the Book Running Lead Manager from any loss or liability that may be incurred in connection with the electronic transmission of any such documents or information, including any unauthorized interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties, provided the Book Running Lead Manager have exercised due caution in accessing such information from the internet and have accessed the said information through a secure medium.

8. INDEPENDENT VERIFICATION BY BOOK RUNNING LEAD MANAGER

The Company will, if so required, extend such facilities as may be called for by the Book Running Lead Manager to enable its representatives to visit the existing project sites, Registered and Corporate offices of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company and other facts relevant to the Issue.

The Book Running Lead Manager can call for complete details from the promoters, of all firms in which the Company and their promoters/ directors are connected in any way.

The Book Running Lead Manager can call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.

The Book Running Lead Manager can withhold submission of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with NSE Emerge, or Registrar of Companies, in case any of the particulars, information, etc., called for are not made available by the Company.

The expenses incurred in relation hereto, except for the expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company, will be included in the out-of-pocket expenses payable in terms of the Engagement Letter. The expenses incurred in relation to any comfort letter/ report/ opinion and/or documents of similar nature obtained from the auditors of the Company shall be borne by the Company.

9. INDEMNITY

The Company hereby irrevocably and unconditionally indemnifies and agrees to keep the BRLM., its directors, employees, representatives, agents, advisors and all persons claiming under it saved, defended, harmless and fully indemnified at all times on full indemnity basis from and against any cost, charges, damages, losses, claims, actions, liabilities, proceeding, suits, pronouncements, amounts, fines, penalties, levies, compensation and expenses (including without limiting reasonable attorney's fees and disbursements) arising out of its failure to comply with any of the clauses aforementioned. In case of any breach by the Company of the any of the Clause above in whatever manner, the BRLM shall be absolved automatically of its responsibility under this Agreement



whatsoever the nature. Such responsibility arising out of the breach of this Agreement by the Company shall be solely that of the Company, or its Principal Officers and not of the BRLM to the Issue (who are acting in a fiduciary capacity only), without in anyway, affecting the right of receiving fees as stated above. In such an event, the fee as has already been paid by the Company would be forfeited. Further, without prejudice to the BRLM's right to claim any outstanding costs, charges and any losses and claims or damages suffered or likely to suffer in this regard to its standing and reputation, on account of breach of above-mentioned stipulations, the Company shall reimburse all costs and expenses incurred as informed by the BRLM and also indicated herein, in full and without further recourse.

Each Party giving an indemnity hereinabove is liable to indemnify solely for the information provided respectively by such Party.

The BRLM agrees to indemnify and hold harmless the Company and its affiliates and their respective directors, officers, employees, agents, representatives, advisors, their controlling persons and all persons claiming under them at all times, from and against any costs, charges, claims, actions, liabilities, levies, fines, losses, damages, penalties, expenses, compensation, suits, pronouncements or proceedings, suffered or incurred, including, without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim, which are caused by any untrue statement of a material fact relating to information about the BRLM and/or provided by the BRLM in writing for inclusion in the Draft Red Herring Prospectus, Red herring Prospectus or, the Prospectus, the application form, or any amendments or supplements thereto, claims arising as a result of revocation of the SEBI (Merchant Bankers) Regulations, 1992, as amended or any order/action of SEBI which debars the BRLM from accessing the capital markets either temporarily or permanently.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Sun Capital Advisory Services Private Limited in capacity of Book Running Lead Manager, towards the Company and anyone claiming by or through the Company for any and all claims, losses, costs or damages, in any way related to the transaction shall not exceed the total compensation received by the BRLM till such date under this Agreement.

The Company shall be entitled, at their own expense, to participate in and to the extent it may wish to do so, assume the defence of such action, suit, proceeding, claim or investigation. Upon the Company notifying the Book Running Lead Manager in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to the Book Running Lead Manager or any other Indemnified Party for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Company, it throughout the course thereof, will provide copies of all relevant documentation to the Book Running Lead Manager, will keep the Book Running Lead Manager advised of the progress thereof and will discuss with the Book Running Lead Manager all significant actions proposed.

No Indemnified Party shall admit any liability or settle any action, writ proceeding, claim or investigation without the prior written consent of the Company which shall not be unreasonably



withheld. The Company will not be liable for any settlement of any action, suit, proceeding, claim or investigation that any Indemnified Party makes without the written consent of the Company.

The right of the Company to assume the defence on behalf of the Indemnified Party set out above shall be subject to the following conditions:

- No admission of liability or compromise whatsoever in connection with the claim or action may take place without the Book Running Lead Manager's prior written consent, which shall not be unreasonably withheld.
- Notwithstanding the foregoing, the Indemnified Party shall have the right to employ its or their own counsel in any such case and also to undertake any action in connection with the investigation of, preparation of or defence of any pending or threatened claim or any action or proceeding arising there from, whether or not such Indemnified Party is a party and whether or not such a claim, action or proceeding is initiated or brought by or on behalf of the Company but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless, (a) the employment of such counsel shall have been authorised in writing by the Company in connection with the defence of such action and (b) the Company has not employed counsel to take charge of the defence of such action within a reasonable time after notice of commencement of the action.

10. APPOINTMENT OF INTERMEDIARIES

The Company shall not, without prior approval of the Book Running Lead Manager, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as advertising agencies, printers, etc for printing Prospectus, application forms, ASBA Forms, allotment advices/ allotment letters, unblocking advices or any other instruments, circulars, or advices.

The Issuer shall, whenever required and wherever applicable, in consultation with the Book Running Lead Manager, enter into an agreement(s) with the intermediaries associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreement(s) shall be furnished to the Book Running Lead Manager.

The Book Running Lead Manager shall not be responsible for any action/ inaction of any intermediary unless the intermediary has functioned on such matter on the express instructions of the Book Running Lead Manager. However, the Book Running Lead Manager shall co-ordinate the activities of all the intermediaries in order that they perform their respective functions in accordance with their respective terms of engagement.

All cost and expenses relating to the Issue shall be borne by the Company as per the respective Appointment or respective engagement letters of such intermediaries.

Sun Capital Advisory Services Private Limited shall be the exclusive Book Running Lead Manager in respect of the Issue. The Company shall not, during the term of the Agreement, appoint any other advisor in relation to the Issue without the prior written consent of the BRLM. Nothing contained



herein shall be interpreted to prevent the Company from retaining legal counsel or such other advisors as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Issue. However, the BRLM shall not be liable in any manner whatsoever for the actions of any other advisors appointed by the Issuer, as the case may be.

11. TERMINATION

11.1 This Agreement may be terminated with mutual consent in writing of both the Parties.

11.2 This Agreement shall be subject to termination by notice in writing given by either party in the following circumstances.

11.2.1 By the Book Running Lead Manager to the Company, if subsequent to the execution and delivery of this Agreement; and prior to the Issue Opening Date:

11.2.1.1 of its obligations under this Agreement or otherwise or in the assets, liabilities, earnings, business, prospects, management or operations of the Company that, in the sole judgment of the Book Running Lead Manager, is material and adverse and that makes it, the Book Running Lead Manager, impracticable or inadvisable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Issue Documents;

11.2.1.2 all corporate and regulatory approvals required to be obtained by the Company for the Issue, have not been obtained by the Company;

11.2.1.3 the Book Running Lead Manager has not been able to complete its due diligence to its satisfaction or has found a materially adverse finding in its due diligence;

11.2.1.4 there shall have occurred a Material Adverse Effect in the financial markets in India, which makes it, in the reasonable judgment of the Book Running Lead Manager impracticable to proceed with the Issue, such as any outbreak of hostilities or terrorism or escalation thereof or any calamity or crisis affecting the international financial markets, and in each case the effect of which event, may be taken into account by the Book Running Lead Manager singularly or together with any other such event. Further, a general banking moratorium shall not have been declared by India, the European Union, the United Kingdom and the United States of America; or

11.2.1.5 there shall have occurred a regulatory change, (including, but not limited to, a change in the regulatory environment in which the Company operates or a change in the regulations and guidelines governing the terms of this Issue) or an order or directive from the SEBI, ROC, Stock Exchanges or any other governmental, regulatory or judicial authority pertaining to the securities market(s) that, makes it, in the reasonable judgment of the Book Running Lead Manager, impossible or renders the Company ineligible to proceed with the Issue.

11.2.2 By the Company, if subsequent to the execution and delivery of this Agreement; and prior to the Issue Opening Date:

11.2.3 in the reasonable discretion of the Company, there has occurred a Material Adverse Effect in or which would affect the IPO process under this Agreement or otherwise in the sole judgment of the Company, is material and adverse and that makes it impracticable or



inadvisable to market the Equity Shares or to enforce contracts for the sale of the Equity Shares on the terms and in the manner contemplated in the Issue Documents;

- 11.2.4 there shall have occurred a Material Adverse Effect in the financial markets in India, which makes it, in the reasonable judgment of the Company impracticable to proceed with the Issue, such as any outbreak of hostilities or terrorism or escalation thereof or any calamity or crisis affecting the international financial markets, and in each case the effect of which event, may be taken into account by the Company singularly or together with any other such event. Further, a general banking moratorium shall not have been declared by India, the European Union, the United Kingdom and the United States of America; or
- 11.2.5 there shall have occurred a regulatory change, (including, but not limited to, a change in the regulatory environment in which the Company operates or a change in the regulations and guidelines governing the terms of this Issue) or an order or directive from the SEBI, ROC, NSE/ BSE or any other governmental, regulatory or judicial authority pertaining to the securities market(s) that, makes it, in the reasonable judgment of the Company, impossible or questions the viability to proceed with the Issue.
- 11.3 The Company agrees that if, after filing of the Draft Red herring Prospectus, Red Herring Prospectus and Prospectus, as applicable, any additional disclosures are required to be made in regard to any matter relevant to the Issue as may be determined by the Book Running Lead Manager, the Company shall comply with such requirements.
- 11.4 Notwithstanding anything stated above, on the occurrence of the following force majeure conditions, the Parties shall meet to mutually decide on the future course of action and in the event they fail to arrive at a mutually agreeable course of action within a period not exceeding 10 (ten in number) business days from the date on which the force majeure event occurred, then any of the Parties shall be entitled to terminate the Agreement after the expiry of the said period by giving a written notice thereof to the other Parties:
- (i) a complete break down or dislocation of business affecting any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai or Bangalore as a result of which the success of the Issue is likely to be prejudicially affected; or
 - (ii) declaration of war or occurrence of insurrection or terrorist activities or civil commotion or any other serious or sustained financial or political or industrial emergency or disturbance, including, civil commotion affecting the markets in any or all of the cities of New Delhi or Mumbai or Kolkata or Chennai or Bangalore as a result of which the success of the Issue is likely to be prejudicially affected; or
 - (iii) any material adverse change in the financial or political conditions as a result of which trading generally on the BSE or in the NSE are suspended for a continuous period of more than 5 business days or future trading on the BSE or in the NSE is likely to be materially limited or restricted as a result of which the success of the Issue is likely to be prejudicially affected; or
 - (iv) any other event as may be agreed to between the Parties.



- 11.5 Upon termination of this Agreement, the Parties to this Agreement shall (except for any liability arising before or in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this Agreement.
- 11.6 The provisions relating to payment of fees, reimbursement of out-of-pocket expenses, arbitration and indemnity shall survive termination of the Agreement.

12. PUBLICITY FOR THE ISSUE

The Company shall ensure that all advertisements prepared and released by the advertising agencies or otherwise in connection with the Issue confirm to the SEBI ICDR Regulations and the instructions given by the BRLM from time to time and that it shall not make any misleading, speculative or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Company, interviews by its promoters, directors, duly authorized employees or representatives of the Company, documentaries about the Company or its promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Issue or their associates or at any press, broker's or investor's conferences.

The Company have agreed that the BRLM may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Issue and the services rendered by them and may use the Company's corporate name, brand and logo and Issue related information in this regard.

The Company shall not issue, release and/or arrange to get issued directly or through any other entity, any advertisements, literature, publication, circular, letter, brochure, or pamphlets or circulate the same in any other manner in relation to the Issue without written consent of the BRLM. The Parties agree that they shall not issue any advertisements in relation to the Issue in publications having circulation outside India.

13. OPENING OF THE ISSUE

- 13.1 The Company shall not withhold any material development which may affect the financial position of the Company and this Issue, adversely in any manner whatsoever or any adverse feature/ development materially affecting the proposed Issue, which takes place any time till the date of listing of its Equity Shares. Further, the Company shall take all actions of allotment of securities comprised in this Issue and/ or unblocking of moneys of applicants, and/ or postage of advices to the allottees, and/ or listing of the securities on the SME Platform of Stock Exchange within the prescribed time.
- 13.2 In case of any major non-disclosure/ withholding of the financial information and/ or financial arrangements other than disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus and/ or any other material development affecting the operations of the Company, post filing the Issue Documents with Stock Exchange (SME Platform) and RoC and during the period before opening of the Issue till listing and trading of the Shares at the Stock Exchange (SME Platform) by the Company, the BRLM shall have the liberty to



withdraw from the Issue without any financial or any other liability of what so ever in nature or type, as the case may be.

- 13.3 The Company undertake to disclose to the Public any material development or any financial arrangement which may be undertaken by the Company post filing of the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus with Stock Exchange (SME Platform) and ROC and during the period before opening of the Issue till listing and trading of the Shares at Stock Exchange (SME Platform) by the Company, in accordance with the provisions of the Companies Act, 2013, as applicable and the SEBI ICDR Regulations.
- 13.4 The Company undertakes to disclose all material information with regard to any Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus filed with the Stock Exchanges during the period of five years prior to the signing of this Agreement.

14. POST ISSUE WORK

The Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of letters of allotment and refund order to the applicants including Non Residents Indians soon after the Basis of Allotment is approved by the Designated Stock Exchange but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Draft Red Herring Prospectus/ Red Herring Prospectus/ Prospectus. Further, the Issuer shall

- A. take steps to pay fees, underwriting commission, brokerage to the underwriters, stock brokers, SCSBs, registered intermediaries, legal advisor, BRLM etc. within the time specified in the agreement or engagement with such intermediaries;
- B. not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of written consent from the BRLM;
- C. unblock the monies of the applicants, if required to do so for any reason such as failing to get listing permission or under any direction or order of the SEBI along with pay requisite interest amount, if so required, under the laws or direction or order of the SEBI.

15. NOTICES

Any notices or other communication given pursuant to this Agreement must be in writing and (a) delivered personally, or (b) sent by electronic transmission (email), (c) sent by registered mail, postage prepaid, to the address of the Party specified in the recitals to this Agreement, or to such other address as may be notified in writing by such Party. All notices and other communications required or permitted under this Agreement that are addressed will (i) if delivered personally or by overnight courier or registered mail, be deemed to be received upon delivery; and (ii) if delivered by email, be deemed to be received when electronically confirmed.

16. DUTIES OF THE BOOK RUNNING LEAD MANAGER

The Book Running Lead Manager hereby undertakes to observe the code of conduct for Merchant Bankers prescribed by SEBI and Merchant Banking Regulations, taking due diligence and care in



discharging their obligations relating to the Issue, assisting in the preparation of Issue Documents and to manage the Issue process diligently and in accordance with the SEBI ICDR Regulations.

The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company, the Company's directors, agents, employees or authorised persons of the Company.

Any action in connection with the Issue on behalf of or by the Company shall be subject to prior consultation of the BRLM.

The Company understands and agrees that the Book Running Lead Manager and its Affiliates may be engaged in securities trading, securities brokerage, banking and investment activities, as well as providing investment banking and financial advisory services. In the ordinary course of its trading, brokerage and financing activities, the Book Running Lead Manager or its group companies may at any time hold long or short positions and may trade or otherwise effect transactions for its own account or account of customers in debt or Equity Shares that may be involved in the Issue. The Company hereby acknowledges and agrees that, by reason of law or duties of confidentiality owed to other persons or the rules of any regulatory authority, the group companies of the Book Running Lead Manager will be prohibited from disclosing information to the Company (or if such disclosure may be inappropriate), in particular information as to the Book Running Lead Manager possible interests as described in this Agreement. In addition, while the Book Running Lead Manager shall pursuant to the Agreement, act on behalf of and in the best interests of the Company as its client, the Book Running Lead Manager group companies or Affiliates may be representing other clients whose interests' conflict with or are directly adverse to, those of the Company. The Book Running Lead Manager shall not be obligated to disclose to the Company any information in connection with any such representations of its respective group companies or Affiliates.

The Issuer shall not resort to any legal proceedings in respect of any matter having a bearing on the issue except in consultation with and after receipt of advice from the Book Running Lead Manager.

The duties and responsibilities of the BRLM under this Agreement shall not include general financial or strategic advice, and shall be limited to those expressly set out in this Agreement or the respective Engagement Letter, and in particular shall not include providing services as bankers or registrars. No tax, legal, regulatory, accounting or technical or specialist advice is being given by the BRLM.

The services rendered by the BRLM shall be performed in a professional manner with due diligence, on a best-efforts basis and in an advisory capacity.

17. TIME IS THE ESSENCE OF THE AGREEMENT

All obligations of the Company and the Book Running Lead Manager are subject to the conditions that time wherever stipulated, shall be of the essence of the Agreement. Consequently, any failure on the part of the Company or the Book Running Lead Manager to adhere to the time limits shall unless otherwise agreed between the Company and the Book Running Lead Manager, discharge the Book



Running Lead Manager or Company of its obligations under this Agreement. This Agreement shall be in force from the date of execution and will expire on completion of allotment for this Issue.

18. SEVERAL OBLIGATIONS

The Issuer and the Book Running Lead Manager acknowledge and agree that they are all liable on several basis to each other in respect of the representations, warranties, indemnities, undertakings and other obligations given, entered into or made by each of them in this Agreement.

19. FORCE MAJEURE:

Neither the Company nor the Book Running Lead Manager shall be liable in any way for failure to perform nor delay in performing, for the respective obligations under this Agreement if the failure or delay is due to causes outside the reasonable control of the party which has failed to perform.

20. TERMINATION/ BREACH (ITS CONDITIONS AND THE CONSEQUENCES):

Services may be terminated by either party due to appropriate reasons, by notice of 30 days in writing to the regular correspondence address of the other party marked to the appropriate Director or contact person. In the event of termination, fees and expenses incurred to the date of termination shall be payable by the Issuer Company to the Book Running Lead Manager.

21. CONFIDENTIALITY

21.1 Neither the Book Running Lead Manager or their respective directors, officers, employees or agents shall, in any manner, directly or indirectly, communicate, publish, divulge or otherwise disclose, in whole or in part, any confidential information including information pertaining to the business secrets, operations, financial data or otherwise, to any person or use any confidential information in any way, except in connection with the Issue; except that the foregoing shall not apply:

- a) to any information made public with the prior consent of the Company,
- b) to any information disclosed in the Issue Documents or contained in advertisements or presentations made before the prospective investors or in informal filings made to regulatory authorities in connection with the Issue, wherever required;
- c) to any information which, prior to its disclosure to the Book Running Lead Manager in connection with the Issue was already in the possession of the Book Running Lead Manager;
- d) to any information which is or comes into the public domain or comes into the possession of the Book Running Lead Manager other than in breach of any confidentiality obligation of which the Book Running Lead Manager should be aware;
- e) to any disclosure pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental, regulatory, supervisory or other authority;



- f) to the extent that the Book Running Lead Manager needs to disclose the same with respect to any proceeding for the protection or enforcement of any of its rights arising out of the Agreement;
 - g) to any disclosure to Book Running Lead Manager, its Affiliates including any research analysts and its respective employees, legal counsel, independent auditors and other experts or agents who need to know such information for and in connection with the Issue; or
 - h) any disclosure to purchasers or prospective purchasers of the Equity Shares in connection with the Issue, in accordance with the applicable laws;
- 21.2 The term "Confidential Information" shall not include any information that is (i) stated in the Issue Documents, which may have been filed with relevant regulatory authorities excluding any filings where the documents are treated in a confidential manner, prior to the delivery to prospective investors or the public filing of such Issue Documents; or (ii) other or to any information in the opinion of the BRLM, is necessary to make the statements therein not misleading, upon the delivery to prospective investors or the public filing of such Issue Documents.
- 21.3 Save insofar as the Book Running Lead Manager are prohibited by law from so doing, the BRLM agree to inform the Company of any statutory, legal or regulatory provisions requiring disclosure, within a reasonable period of time prior to such disclosure and of the information disclosed subsequent to such disclosure.
- 21.4 The Company shall not have any liability, whether in contract, tort (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information and reliance by the BRLM on such information and including (but not limited to) the acts or omissions of relevant service providers. Such exclusions of liability shall not, however, apply in the event of such acts, omissions or misrepresentations to the extent that they are in any case criminal, dishonest or fraudulent on the part of the Company or result in the statements made in the Issue Documents being untrue or incorrect.

22. MISCELLANEOUS

The Agreement shall be binding on and insure to the benefit of the Parties hereto and their respective successors. The Book Running Lead Manager shall not assign or transfer any of its respective rights or obligation under this Agreement or purport to do so without the written consent of the Issuer. The Issuer shall not assign or transfer any of their respective rights or obligation under this Agreement or purport to do so without the written consent of the Book Running Lead Manager.

23. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic India.

24. ARBITRATION



If any dispute, difference or claim arises between the parties of this Agreement as to the interpretation of this Agreement or any covenants or conditions thereof or as to the rights, duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this Agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Mumbai and the language to be used in the arbitral proceedings shall be English.

25. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

26. SEVERABILITY

If any provisions of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

27. CUMULATIVE REMEDIES

The rights and remedies of each of the parties and each indemnified person pursuant to this Agreement are cumulative and are in addition to any other rights and remedies provided by general law or otherwise.

28. ILLEGALITY

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In case any provision of this Agreement conflict with any provision of law including SEBI ICDR Regulations, and/or any other norms to be issued by SEBI, in force on the date of this Agreement or any time in future, the latter shall prevail.

29. ASSIGNMENT

No party may assign any of its rights under this agreement without the written consent of the party against whom the right operates. No provision of this Agreement may be varied without the written consent of the Book Running Lead Manager and the Issuer.

The undersigned hereby certifies and consents to act as Book Running Lead Manager to the aforesaid Issue and to their name being inserted as Book Running Lead Manager in the Draft Red herring Prospectus, Red herring Prospectus, Prospectus and Abridged Prospectus and other Issue related



advertisement(s), which the Issuer intends to issue in respect of the proposed Issue and hereby authorize the Issuer to deliver this Agreement to SEBI, RoC and the Designated Stock Exchange.

SIGNATURE PAGE FOLLOWS



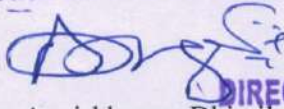
ANB METAL CAST LIMITED

DIRECTOR

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

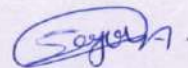
For ANB Metal Cast Limited

ANB METAL CAST LIMITED


DIRECTOR

Name: Avnishkumar Dhirajlal Gajera

Witness



Name: Sagar Asodariya

Address: 1-Royal park, 150ft Road, Rajkot.

Date: 22/22/2024

Designation: Managing Director

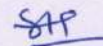
DIN: 08383190

For Sun Capital Advisory Services
Private Limited





Witness



Name: Ajesh Dalal

Designation: Managing Partner & Head –
Merchant Banking
(Authorized Signatory)

Name: Sakharan A. Prindavankar

Address: Adarsh Vasahat Chawl

6th Golibar Road

Santacruz (E) Mumbai - 400055