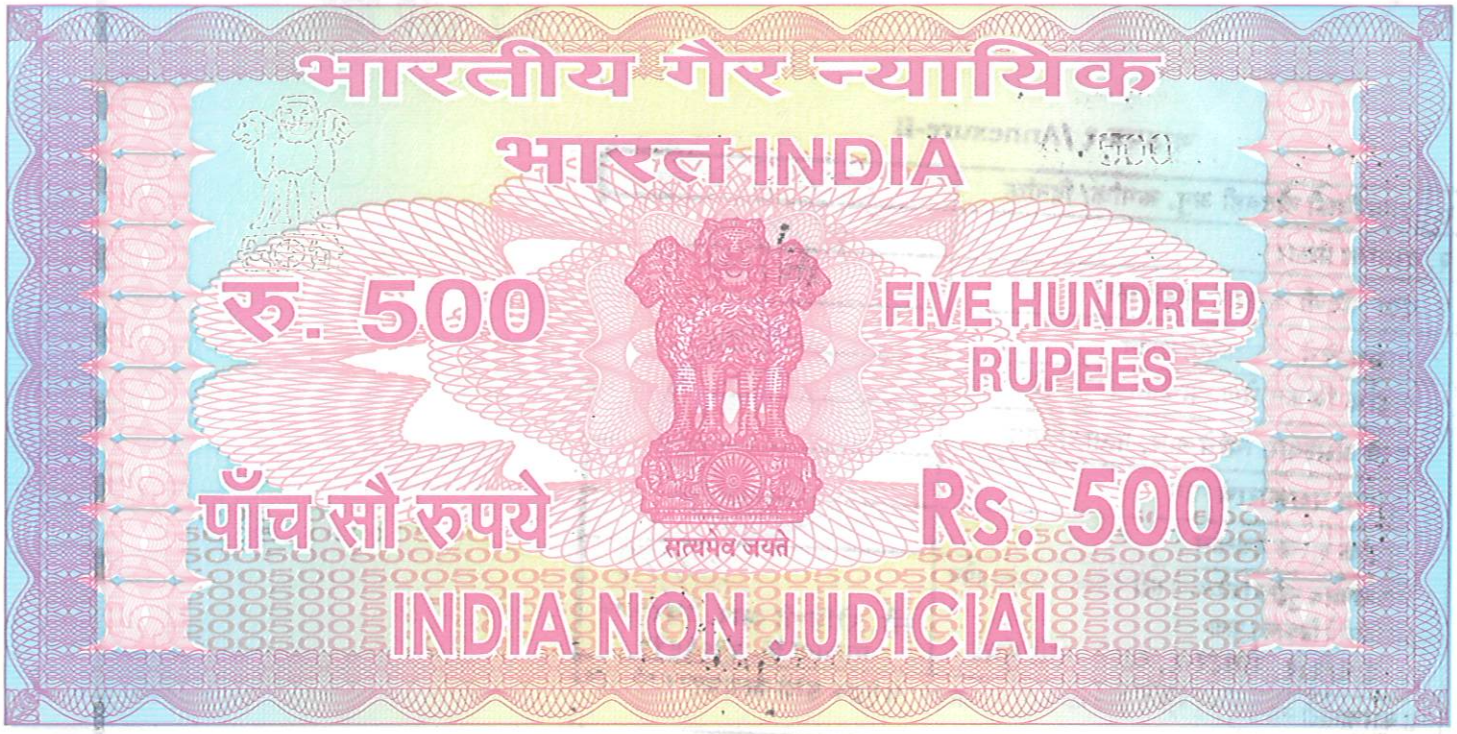


महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ EZ 286317

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय ठाणे

16 SEP 2026

वरिष्ठ प्रमुख लिपीक / लिपीक

This stamp paper forms an integral part of the Cash Escrow and Sponsor Bank Agreement entered into by and amongst Jio Platforms Limited, the Book Running Lead Managers, the Syndicate Members, the Bankers to the Issue and the Registrar

22 SEP 2026

जोडपत्र-१ /Annexure-II

१.मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	63734 / 22/9
२. दस्ताचा प्रकार	
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई	सौ. रोहिणी आर. विरकर परवाना क्र. ११०१०२४

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी तो कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिने आत वापरावे बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ EZ 286316



This stamp paper forms an integral part of the Cash Escrow and Sponsor Bank Agreement entered into by and amongst Jio Platforms Limited, the Book Running Lead Managers, the Syndicate Members, the Bankers to the Issue and the Registrar.

22 SEP 2026

जोडपत्र-१ /Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	63733
२. दस्ताचा प्रकार	Agg
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई	सौ. रोहिणी आर. चिरोडकर परवाना क्र. १२०१०२८

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांच्या आतच वापरणे बंधनकारक आहे.

Jio Platforms Limited

Sumit



महाराष्ट्र MAHARASHTRA ◑ 2026 ◑ EZ 286318

जिल्हा कोषागार कार्यालय ठाणे
16 SEP 2026
सक्षम प्राधिकृत लिपीक / लिपीक

This stamp paper forms an integral part of the Cash Escrow and Sponsor Bank Agreement entered into by and amongst Jio Platforms Limited, the Book Running Lead Managers, the Syndicate Members, the Bankers to the Issue and the Registrar.

22 SEP 2026

जोडपत्र-१ /Annexure-II

१.मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	63735
२. दस्ताचा प्रकार	
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:१, सेक्टर-१, वाशी, नवी मुंबई	सौ. रोहिणी ओर. बिरादार परवाना क्र. १२०१०२४

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

KHAITAN & CO ADVOCATES SINCE 1911

CASH ESCROW AND SPONSOR BANK AGREEMENT DATED OCTOBER 12, 2026

AMONGST

JIO PLATFORMS LIMITED

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

AND

BOfA SECURITIES INDIA LIMITED

AND

AXIS CAPITAL LIMITED

AND

BNP PARIBAS

AND

CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

AND

CLSA INDIA PRIVATE LIMITED

AND

DAM CAPITAL ADVISORS LIMITED

AND

GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

AND

HDFC BANK LIMITED

AND

HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

KHAITAN & CO ADVOCATES SINCE 1911

AND

ICICI SECURITIES LIMITED

AND

IIFL CAPITAL SERVICES LIMITED (FORMERLY KNOWN AS IIFL SECURITIES LIMITED)

AND

JEFFERIES INDIA PRIVATE LIMITED

AND

JM FINANCIAL LIMITED

AND

J.P. MORGAN INDIA PRIVATE LIMITED

AND

SBI CAPITAL MARKETS LIMITED

AND

UBS SECURITIES INDIA PRIVATE LIMITED

AND

360 ONE WAM LIMITED

AND

HDFC SECURITIES LIMITED

AND

INVESTEC CAPITAL SERVICES (INDIA) PRIVATE LIMITED

AND

JM FINANCIAL SERVICES LIMITED

AND

KOTAK SECURITIES LIMITED

AND

SBICAP SECURITIES LIMITED

AND

SHAREKHAN LIMITED

AND

360 ONE CAPITAL MARKET PRIVATE LIMITED (FORMERLY BATLIVALA & KARANI SECURITIES INDIA PVT. LTD.)

AND

360 ONE DISTRIBUTION SERVICES LIMITED

AND

KOTAK MAHINDRA BANK LIMITED

AND

STATE BANK OF INDIA

AND

AXIS BANK LIMITED

AND

ICICI BANK LIMITED

AND

KFIN TECHNOLOGIES LIMITED

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This cash escrow and sponsor bank agreement is entered into on October 12, 2026 ("**Agreement**"), at Mumbai, Maharashtra, India by and among:

1. **JIO PLATFORMS LIMITED**, a company incorporated under the laws of India and having its registered office at Office-101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad 380 006, Gujarat, India and corporate office at TC-22, 5th Floor, A Wing, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai 400 701, Maharashtra, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

2. **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**, a company incorporated under the laws of India and having its registered office at 1st Floor, 27 BKC, Plot No. C-27, 'G' Block Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**Kotak**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

3. **MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at Altimus, Level 39 & 40, Pandurang Budhkar Marg, Worli, Mumbai 400 018, Maharashtra, India (hereinafter referred to as "**MS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

4. **BOFA SECURITIES INDIA LIMITED**, a company incorporated under the laws of India and having its registered office at Ground Floor, "A" Wing, One BKC "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**BofA**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

5. **AXIS CAPITAL LIMITED**, a company incorporated under the laws of India and having its registered office at 1st Floor, Axis House, P.B. Marg, Worli, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**Axis**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

6. **BNP PARIBAS**, acting through its Mumbai branch and having its office at 1 North Avenue, Maker Maxity, Bandra-Kurla Complex, Bandra (E) Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**BNPP**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

7. **CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 1202, 12th Floor, First International Financial Center, G – Block Bandra Kurla Complex, Bandra (East), Mumbai 400 098, Maharashtra, India (hereinafter referred to as "**Citi**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

8. **CLSA INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 8/F Dalamal House, Nariman Point, Mumbai 400 021, Maharashtra, India (hereinafter referred to as "**CLSA**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

9. **DAM CAPITAL ADVISORS LIMITED**, a company incorporated under the laws of India and having its registered office at PG 1 Gr Floor, Rotunda Bldg, Bombay Stock Exchange Building, Dalal Street, Mumbai 400 001, Maharashtra, India and its corporate office at Altimus 2202, Level 22, Pandurang Budhkar Marg, Worli, Mumbai 400 018, Maharashtra, India (hereinafter referred to as "**DAM Capital**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

10. **GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 9th and 10th Floor, Ascent-Worli, Sudam Kalu Ahire Marg, Worli, Mumbai 400 025, Maharashtra, India, (hereinafter referred to as "**GS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

11. **HDFC BANK LIMITED**, a company incorporated under the laws of India and having its registered office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India, operating through its investment banking division located at Unit no. 701, 702 and 702-A, 7th floor, Tower 2 and 3, One International Centre, Senapati Bapat Marg, Prabhadevi, Mumbai 400 013, Maharashtra, India (hereinafter referred to as "**HDFC**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

12. **HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 52/60, Mahatma Gandhi Road, Fort, Mumbai 400 001, Maharashtra, India (hereinafter referred to as "**HSBC**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

13. **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and having its registered office at Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**I-Sec**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

14. **IIFL CAPITAL SERVICES LIMITED (formerly known as IIFL Securities Limited)**, a company incorporated under the laws of India and having its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (hereinafter referred to as "**IIFL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

15. **JEFFERIES INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at Level 16, Express Towers, Nariman Point, Mumbai 400 021, Maharashtra, India (hereinafter referred to as "**Jefferies**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

16. **JM FINANCIAL LIMITED**, a company incorporated under the laws of India and having its registered office at 7th Floor, Cnergy Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**JM**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

17. **J.P. MORGAN INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at J.P. Morgan Towers, Off C.S.T Road, Kalina, Santacruz – East,

Mumbai 400 098, Maharashtra, India (hereinafter referred to as "**JPM**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

18. **SBI CAPITAL MARKETS LIMITED**, a company incorporated under the laws of India and having its registered office at 1501, 15th floor, A & B Wing, G Block, Parinee Crescenzo, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**SBICAPS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

19. **UBS SECURITIES INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at Unit 2901, Level 29, Altimus, Dr. GM Gokhale Marg/ Pandurang Budhkar Road, Worli, Mumbai 400 018, Maharashtra, India (hereinafter referred to as "**UBS**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

20. **360 ONE WAM LIMITED**, a company incorporated under the laws of India and having its registered office at 360 ONE Center, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (hereinafter referred to as "**360 ONE**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

21. **HDFC SECURITIES LIMITED**, a company incorporated under the laws of India and having its office at I Think Techno Campus Building-B, 'Alpha' 8th Floor, Opposite Crompton Greaves, Near Kanjurmarg Station, Kanjurmarg (East), Mumbai 400 042, Maharashtra, India ("**HDFC Securities**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

22. **INVESTEC CAPITAL SERVICES (INDIA) PRIVATE LIMITED**, a company incorporated under the laws of India and having its office at 11th Floor, Parinee Crescenzo, E, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, 400 051, Maharashtra, India (hereinafter referred to as "**Investec**," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

23. **JM FINANCIAL SERVICES LIMITED,** a company incorporated under the laws of India and having its registered office at 7th Floor, Cnergy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**JMFSL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

24. **KOTAK SECURITIES LIMITED,** a company incorporated under the laws of India and having its registered office at 27 BKC, Plot No. 27, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**KSL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

25. **SBICAP SECURITIES LIMITED,** a company incorporated under the laws of India and having its registered office at Marathon Futurex, B Wing, Unit No. 1201, 12th Floor, N M Joshi Marg, Lower Parel, Mumbai 400 013, Maharashtra, India (hereinafter referred to as "**SBICAP Securities**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

26. **SHAREKHAN LIMITED,** a company incorporated under the laws of India and having its registered office at 1st Floor Tower No 3 Equinox Business Park, LBS Marg Off BKC Kurla West, Mumbai 400 070, Maharashtra, India (hereinafter referred to as "**Sharekhan**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

27. **360 ONE CAPITAL MARKET PRIVATE LIMITED (FORMERLY BATLIVALA & KARANI SECURITIES INDIA PVT. LTD.),** a company incorporated under the laws of India and having its registered office at Hallmark Business Plaza, 1101, 11th Floor, Sant Dnyaneshwar Marg, Bandra East, Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**360 ONE CMPL**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

28. **360 ONE DISTRIBUTION SERVICES LIMITED,** a company incorporated under the laws of India and having its registered office at 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai, 400 013, Maharashtra, India (hereinafter referred to as "**360 ONE DSL**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

29. **KOTAK MAHINDRA BANK LIMITED,** a company incorporated under the laws of India, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 27BKC, C 27, G Block Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as the, **"Public Issue Account Bank 1",** "**Banker to the Issue 1**" or "**Sponsor Bank 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

30. **STATE BANK OF INDIA,** a company incorporated under the laws of India, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Financial Institutions Branch, 3rd Floor, SBI Mumbai Main Branch Building, Fort, Mumbai, 400 001, Maharashtra, India (hereinafter referred to as the, **"Public Issue Account Bank 2"**, "**Banker to the Issue 2**" or "**Sponsor Bank 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

31. **AXIS BANK LIMITED,** a company incorporated under the laws of India, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at 'Trishul', 3rd Floor, Opp. Samartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad, 380 006, Gujarat, India (hereinafter referred to as the "**Escrow Collection Bank 1**", **"Escrow Collection Bank – Non-resident Anchor Investors",** "**Refund Bank 1"**, "**Banker to the Issue 3**", or "**Sponsor Bank 3**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

32. **ICICI BANK LIMITED,** a company incorporated under the laws of India, licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara 390 007, and for the purpose of this agreement, acting through its branch, situated at Capital Market Division, 163, 5th Floor, HT Parekh Marg, Churchgate, Mumbai – 400 020, Maharashtra, India (hereinafter referred to as the **"Escrow Collection Bank 2**", "**Escrow Collection Bank – Resident Anchor Investors**", "**Refund Bank 2**", "**Banker to the Issue 4**", or "**Sponsor Bank 4**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and

33. **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the laws of India and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Kurla, Mumbai – 400 070, Maharashtra, India and office at Selenium Tower B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally, Rangareddi Hyderabad 500 032, Telangana, India ("**Registrar**" or "**Registrar to the Issue**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

In this Agreement:

(i) Kotak, MS, BofA, Axis, BNPP, Citi, CLSA, DAM Capital, GS, HDFC, HSBC, I-Sec, IIFL, Jefferies, JM, JPM, SBICAPS, UBS and 360 ONE are collectively referred to as the "**Book Running Lead Managers**" or "**BRLMs**", and individually as a "**BRLM**" or "**Book Running Lead Manager**";

(ii) HDFC Securities, Investec, JMFSL, KSL, SBICap Securities, Sharekhan, 360 ONE CMPL and 360 ONE DSL are collectively referred to as the "**Syndicate Members**";

(iii) The BRLMs and the Syndicate Members are collectively referred to as the "**Syndicate**" or "**Members of the Syndicate**" and individually as a "**Member of the Syndicate**";

(iv) The Public Issue Account Bank 1 and the Public Issue Account Bank 2 are collectively referred to as "**Public Issue Account Banks**";

(v) The Escrow Collection Bank 1 and the Escrow Collection Bank 2 are collectively referred to as "**Escrow Collection Banks**";

(vi) Refund Bank 1 and Refund Bank 2 are collectively referred to as "**Refund Banks**";

(vii) Sponsor Bank 1, Sponsor Bank 2, Sponsor Bank 3 and Sponsor Bank 4 are collectively referred to as "**Sponsor Banks**";

(viii) The Escrow Collection Banks, Refund Banks, Public Issue Account Banks and the Sponsor Banks are collectively referred to as the "**Bankers to the Issue**" and individually, as a "**Banker to the Issue**"; and

(ix) The Company, the BRLMs, the Syndicate Members, the Bankers to the Issue and the Registrar, are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) The Company proposes to undertake an initial public offering of its equity shares of face value ₹10 each ("**Equity Shares**") by way of a fresh issuance of up to 270,000,000 Equity Shares (such offering the "**Issue**"), in accordance with the Companies Act (*as defined herein*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Laws (*as defined herein*), at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the Book Running Lead Managers ("**Issue Price**"). The Issue will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (ii) to investors in the United States that are "qualified institutional buyers" as

defined in Rule 144A ("**Rule 144A**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act; and (iii) outside the United States in "offshore transactions" as defined in and in compliance with Regulation S under the U.S. Securities Act and the Applicable Laws of the jurisdictions where those offers and sales are made. The Issue may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (*as defined below*) by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Issue may also include reservation for subscription by Eligible Employees and Eligible RIL Shareholders.

(B) The board of directors of the Company ("**Board of Directors"** or **"Directors**" or "**Board**") pursuant to resolution dated April 9, 2026, has approved and authorized the Issue. Further, the shareholders of the Company pursuant to a resolution dated May 4, 2026, in accordance with Section 62(1)(c) of the Companies Act have approved and authorised the Issue.

(C) The Company has appointed, Kotak, MS, BofA, Axis, BNPP, Citi, CLSA, DAM Capital, GS, HDFC, HSBC, I-Sec, IIFL, Jefferies, JM, JPM, SBICAPS, UBS and 360 ONE as the Book Running Lead Managers to manage the Issue. Each of the BRLMs has accepted the engagement in terms of the fee letter dated June 19, 2026 (the "**Fee Letter**"), to manage the Issue, subject to the terms and conditions set forth therein. The BRLMs and the Company have executed an issue agreement dated June 19, 2026 ("**Issue Agreement**").

(D) The Company filed a draft red herring prospectus dated June 19, 2026, with the Securities and Exchange Board of India ("**SEBI**") ("**Draft Red Herring Prospectus**" or "**DRHP**"), BSE Limited and National Stock Exchange of India Limited (together with BSE Limited, the "**Stock Exchanges**") for review and comments, in accordance with the SEBI ICDR Regulations, in connection with the Issue. The Company has received in–principle approvals from BSE and NSE for the listing of the Equity Shares pursuant to their letters, each dated July 7, 2026, for listing of the Equity Shares. The Company proposes to file the red herring prospectus ("**Red Herring Prospectus**") with the Registrar of Companies, Gujarat, situated at Ahmedabad (the "**RoC**"), and thereafter with the SEBI and the Stock Exchanges and will subsequently file the prospectus ("**Prospectus**") with the RoC, SEBI and the Stock Exchanges in relation to the Issue in accordance with the Companies Act and the SEBI ICDR Regulations. The Equity Shares proposed to be issued through the Red Herring Prospectus are proposed to be listed on the Stock Exchanges.

(E) Pursuant to the registrar agreement dated June 19, 2026, the Company has appointed KFin Technologies Limited (the "**Registrar**") (which is a SEBI registered registrar to an issue under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, and its registration is valid as on date) as the Registrar to the Issue ("**Registrar Agreement**").

(F) Pursuant to the SEBI UPI Circulars *(as defined below)*, SEBI has introduced the use of unified payments interface ("**UPI**"), an instant payment system developed by the National Payments Corporation of India ("**NPCI**"), as a payment mechanism within the ASBA process for applications in public issues by UPI Bidders *(as defined below)*.

(G) Having regard to the procurement of Bids from the Anchor Investors, receipt of monies, if any, from the Underwriters *(as defined below)* pursuant to the terms of the Underwriting Agreement, refund of monies to Anchor Investors or Underwriters or Bidders, as the case may

be, and the need to conclude the process of Allotment and listing, consistent with the requirements of the SEBI ICDR Regulations, the Company, in consultation with the BRLMs, proposes to appoint the Bankers to the Issue, in their respective capacities, on the terms set out in this Agreement, to deal with various matters relating to collection, appropriation and refund of monies in relation to the Issue and certain other matters related thereto including: (i) the collection of Bid Amounts from Anchor Investors, (ii) the transfer of funds from the Cash Escrow Accounts to the Public Issue Accounts or the Refund Accounts, as applicable, (iii) the refund of monies to unsuccessful Anchor Investors or of the Surplus Amount (as defined below) through the Refund Accounts, (iv) the retention of monies in the Public Issue Accounts received from all successful Bidders (including ASBA Bidders) in accordance with the Companies Act, (v) the transfer of funds from the Public Issue Accounts to the account of the Company, (vi) to act as conduit between the Stock Exchanges and the NPCI, to facilitate usage of the UPI Mechanism by UPI Bidders and pushing UPI Mandate Requests; and (vii) the refund of monies to all Bidders within timelines stipulated under Applicable Laws, in the event that such refunds are to be made after the transfer of monies to the Public Issue Accounts and as described in the Preliminary Offering Memorandum, the Offering Memorandum and in accordance with Applicable Laws.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. INTERPRETATION AND DEFINITIONS

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

"**Affiliate**" with respect to any Party, shall mean: (i) any person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective meanings set out in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, the Promoter, and members of the Promoter Group are deemed to be Affiliates of the Company. The terms "**Promoter**" and "**Promoter Group**" shall have the respective meanings set forth in the Issue Documents;

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

"**Allot**" or "**Allotment**" or "**Allotted**" shall mean, unless the context otherwise requires, the allotment of Equity Shares pursuant to the Issue to successful Bidders;

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

"**Anchor Investor Allocation Price**" shall mean the price at which Equity Shares will be allocated to Anchor Investors according to the terms of the Red Herring Prospectus, which price will not be higher than the Cap Price, as decided by the Company, in consultation with the BRLMs on the Anchor Investor Bidding Date;

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

"**Anchor Investor Bidding Date**" shall mean the Working Day immediately prior to the Bid/ Issue Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which BRLMs will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed;

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

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

"**Anchor Investor Portion**" shall mean the portion of the Issue being up to 60% of the QIB Portion which may be allocated by the Company, to Anchor Investors and such allocation will be on a discretionary basis by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. Up to 40% of such Anchor Investor Portion shall be reserved as under: (i) 33.33% for domestic Mutual Funds; and (ii) 6.67% for Life Insurance Companies and Pension Funds, subject to valid Bids being received from domestic Mutual Funds, Life Insurance Companies and Pension Funds at or above the Anchor Investor Allocation Price;

"**Applicable Laws**" shall mean any applicable law, by-law, rule, regulation, guideline, directions, circular, order, notification, regulatory policy, (including any requirement or conditions under, or notice of any regulatory body), listing agreements with the Stock Exchanges (as defined hereafter), guidance, judgment, decree or ruling of any court or any arbitral authority, or Governmental Authority or directive, delegated or subordinate legislation in any applicable jurisdiction, as may be in force and effect during the subsistence of this Agreement in any applicable jurisdiction, which, as the context may require, is applicable to the Issue or to the Parties, including any applicable securities law in any such relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 ("**SCRA**"), the Securities Contracts (Regulation) Rules, 1957 ("**SCRR**"), the Companies Act, 2013, ("**Companies Act**"), the U.S. Securities Act (including the rules and regulations promulgated thereunder), the U.S. Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**", including the rules and regulations promulgated thereunder), the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**"), the Securities and Exchange Board of India (Prohibition of Insider Trading)

Regulations, 2015 ("**SEBI Insider Trading Regulations**"), the Foreign Exchange Management Act, 1999 ("**FEMA**"), the respective rules and regulations thereunder, including Foreign Exchange Management (Non-debt Instruments) Rules, 2019, the FDI Policy, the Digital Personal Data Protection Act 2023, regulations issued by Department for Promotion of Industry and Internal Trade ("**DPIIT**") and the Government of India ("**GoI**"), including Department of Telecommunications, the Registrar of Companies, Securities and Exchange Board of India ("**SEBI**"), the Reserve Bank of India ("**RBI**"), the Stock Exchanges, Telecom Regulatory Authority of India or by any other Governmental Authority, each as amended from time to time;

"**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 relevant ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders using the UPI Mechanism;

"**Arbitration Act**" shall mean the Arbitration and Conciliation Act, 1996, as amended, from time to time;

"**ASBA Account(s)**" means a bank account maintained with an SCSB by an ASBA Bidder, as specified in the ASBA Form submitted by ASBA Bidders for blocking the Bid Amount mentioned in the relevant ASBA Form and includes the account of a UPI Bidder which is blocked upon acceptance of a UPI Mandate Request made by the UPI Bidder using the UPI Mechanism;

"**ASBA Bidder(s)**" means all Bidders except Anchor Investors;

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

"**Banking Hours**" shall mean the official working hours for the Bankers to the Issue, i.e., their working hours at Mumbai, India i.e. 10 AM to 5 PM;

"**Bankers to the Issue**" shall mean collectively, the Escrow Collection Banks, the Refund Banks, the Public Issue Account Banks and the Sponsor Banks, as the case may be;

"**Basis of Allotment**" shall mean the basis on which the Equity Shares will be Allotted to successful Bidders under the Issue, as described in the Issue Documents;

"**Beneficiaries**" shall mean in the first instance, (a) the Anchor Investors, Bidding through the respective BRLMs to whom their Bid was submitted and whose Bids have been registered and Bid Amounts have been deposited in the Cash Escrow Accounts; and (b) the underwriters or any other person who have deposited amounts, if any, in the Cash Escrow Accounts pursuant to any underwriting obligations in terms of the Underwriting Agreement; and in the second instance; (c) the Company, where the Bid Amounts for successful Bids are transferred to the Public Issue Accounts on the Designated Date, in accordance with the provisions of Clause 3, subject to receipt of listing and trading approvals from the Stock Exchange; and (d) in case of refunds in the Issue, if refunds are to be made prior to the transfer of monies into the Public Issue Accounts, the Anchor Investors or the underwriters or any other person, as the case may be, and if the refunds are to be made after the transfer of monies to the Public Issue Accounts on the Designated Date, all Bidders who are eligible to receive refunds in the Issue;

"**Bid Amount**" shall mean the highest value of optional Bids indicated in the Bid cum Application Form, and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidder, as the case may be, upon submission of the Bid in the Issue, as applicable. In the case of Retail Individual Investors Bidding at the Cut-Off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Retail Individual Investors and mentioned in the Bid cum Application Form. Eligible Employees applying in the Employee Reservation Portion can apply at the Cut- Off Price and the Bid amount shall be Cap Price (net of Employee Discount, if any) multiplied by the number of Equity Shares Bid by such Eligible Employee and mentioned in the Bid cum Application Form. The maximum Bid Amount under the Employee Reservation Portion by an Eligible Employee shall not exceed ₹500,000 (net of Employee Discount, if any). The initial Allotment to an Eligible Employee in the Employee Reservation Portion shall not exceed ₹200,000 (net of Employee Discount, if any). In the event of under-subscription in the Employee Reservation Portion, the unsubscribed portion will be available for allocation and Allotment, proportionately to all Eligible Employees who have Bid in excess of ₹200,000 (net of Employee Discount, if any), subject to the maximum value of ₹500,000 (net of Employee Discount, if any). Eligible RIL Shareholders applying in the RIL Shareholders Reservation Portion (subject to the Bid Amount being up to ₹200,000) can apply at the Cut-Off Price and the Bid amount shall be Cap Price multiplied by the number of Equity Shares Bid for by such RIL Shareholders and mentioned in the Bid cum Application Form;

"**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 Bidders (excluding Anchor Investors) can submit their Bids, including any revisions thereof in accordance with the SEBI ICDR Regulations and the terms of the Red Herring Prospectus. Provided that the Bidding shall be kept open for a minimum of three Working Days for all categories of Bidders, other than Anchor Investors. The Company, in consultation with the BRLMs, may consider closing the Bid/ Issue Period for QIBs, the Working Day immediately prior to the Bid/ Issue Closing Date, in accordance with the SEBI ICDR Regulations

In case of force majeure, banking strike or similar unforeseen circumstances, the Bid/ Issue Period may, for reasons that will be recorded in writing, be extended for a minimum period of one Working Day, subject to the total Bid/ Issue Period not exceeding ten Working Days;

"**Bidding Centers**" shall mean Centres at which the Designated Intermediaries shall accept the Bid cum Application Forms, i.e., Designated SCSB Branches for SCSBs, Specified Locations for Members of the Syndicate, Broker Centres for Registered Brokers, Designated RTA Locations for RTAs and Designated CDP Locations for CDPs;

"**Board of Directors**" has the meaning given to such term in Recital B;

"**Broker Centers**" shall mean Broker centres notified by the Stock Exchanges where ASBA Bidders can submit the ASBA Forms to a Registered Broker. The details of such Broker Centres, along with the names and contact details of the Registered Brokers eligible to accept ASBA Forms, including details such as postal address, telephone number and e-mail address are available on the respective websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com, as updated from time to time;

"**Cash Escrow Accounts**" shall mean account(s) established in accordance with Clause 2.3 of this Agreement;

"**CAN**" or "**Confirmation of Allocation Note**" shall mean notice or intimation of allocation of Equity Shares sent to Anchor Investors, who have been allocated Equity Shares, on or after the Anchor Investor Bidding Date;

"**Cap Price**" shall mean the higher end of the Price Band, above which the Issue Price and Anchor Investor Issue Price will not be finalised and above which no Bids will be accepted. 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;

"**Closing Date**" shall mean the date of Allotment of Equity Shares pursuant to the Issue in accordance with the provisions of the Issue Documents;

"**Collecting Depository Participant**" or "**CDP**" shall mean a depository participant as defined under the Depositories Act, 1996, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of the SEBI ICDR Master Circular and other applicable circulars issued by SEBI as per the lists available on the websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com, as updated from time to time;

"**Collecting Registrar and Share Transfer Agents**" or "**CRTA**" shall mean Registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations in terms of the SEBI ICDR Master Circular as per the lists available on the websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com, as updated from time to time;

"**Companies Act**" shall mean the Companies Act, 2013, read with rules, clarifications and modifications thereunder;

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

"**Control**" shall have the meaning set out under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms "**Controlling**" and "**Controlled**" shall be construed accordingly;

"**Company Entities**" shall mean the Company and Subsidiaries of the Company;

"**Designated CDP Locations**" shall mean 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 websites of the Stock Exchanges at www.bseindia.com and www.nseindia.com as updated from time to time;

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

"**Designated Intermediaries**" shall mean collectively, the SCSBs, Syndicate, sub-syndicate, Registered Brokers, CDPs and RTAs who are authorised to collect ASBA Forms from the ASBA Bidders, in relation to the Issue;

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

"**Designated Stock Exchange**" shall mean NSE;

"**Dispute**" has the meaning given to such term in Clause 13.1 of this Agreement;

"**Disputing Parties**" has the meaning given to such term in Clause 13.1 of this Agreement;

"**Draft Red Herring Prospectus"** or **"DRHP**" shall mean the draft red herring prospectus dated June 19, 2026 issued in accordance with the SEBI ICDR Regulations, which did 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;

"**Drop Dead Date**" shall mean such date after the Bid/Issue Closing Date not exceeding two Working Days from the Bid/Issue Closing Date, or as may be permissible under Applicable Laws and as may be mutually agreed by the Company and the BRLMs;

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

"**Escrow Collection Banks**" shall have the meaning ascribed to such term in the preamble to this Agreement, i.e., Axis Bank Limited and ICICI Bank Limited;

"**Exchange Act**" shall mean the U.S. Securities Exchange Act of 1934;

"**Fee Letter**" has the meaning given to such term in Recital C;

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

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

"*International Wrap*" shall mean the international wrap to be dated the date of, and attached to, the Prospectus to be used for offers and sales to persons/entities resident outside India containing, among other things, selling and transfer restrictions and other information, together with all supplements, corrections, amendments, addenda and corrigenda thereto;

"**Material Adverse Change**" shall mean, individually or in the aggregate, a material adverse change, or any development involving a prospective material adverse change: (i) in the condition (financial, legal or otherwise), assets, liabilities, revenues, profits, cash flows, business, management, operations or prospects of the Company or Material Subsidiary taken individually or taken as a whole, whether or not arising from transactions in the ordinary course of business (including a loss or interference with their respective businesses from fire,

explosions, a pandemic (whether natural or manmade), any escalation of an existing pandemic, flood or other calamity, or crisis, war, cross border escalations whether or not covered by insurance, or from court or governmental action, order or decree, and development pursuant to any restructuring); (ii) in the ability of the Company or Material Subsidiary taken individually or taken as a whole, to conduct their respective businesses and to own or lease their respective assets or properties in substantially the same manner in which such business was previously conducted or such assets or properties were previously owned or leased, as described in the Issue Documents (exclusive of all amendments, addenda, corrections, corrigenda, supplements or notices to investors); or (iii) in the ability of the Company to perform its obligations, if any, under, or to consummate the transactions contemplated by, this Agreement or the Fee Letter or the Transaction Agreements (as defined hereafter) or the Issue Documents;

"**Material Subsidiary**" shall mean Reliance Jio Infocomm Limited;

"**NACH**" shall mean National Automated Clearing House in terms of the regulations and directions issued by the RBI or any regulatory or statutory body;

"**National Payments Corporation of India**" or "**NPCI**" shall have the meaning assigned to it in the Recital F;

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

"**Issue**" has the same meaning given to such term in Recital A;

"**Issue Agreement**" has the meaning given to such term in Recital C;

"**Issue Documents**" shall mean the Draft Red Herring Prospectus/ DRHP, draft abridged prospectus, the RHP/Red Herring Prospectus, abridged prospectus and the Prospectus as approved by the Company and as filed or to be filed with SEBI, the Stock Exchanges (as defined hereafter) and the Registrar of Companies, as applicable, together with the Preliminary Offering Memorandum and the Final Offering Memorandum and the pricing supplement to such offering documents, Supplemental Issue Materials, Confirmation of Allocation Note, Bid cum Application Form including the abridged prospectus, and any amendments, supplements, notices, corrections or corrigenda to such offering documents;

"**Issue Price**" has the same meaning given to such term in Recital A;

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

"**Offering Memorandum**" shall mean the offering memorandum consisting of the Prospectus and the International Wrap together with all amendments, supplements, addenda, notices, corrections, addenda or corrigenda thereto to be used for offers and sales to persons/ entities that are resident outside India;

"**Parties**" or "**Party**" shall have the meaning given to such term in the Preamble;

"*Preliminary International Wrap*" shall mean the preliminary international wrap to be dated the date of, and attached to, the Red Herring Prospectus to be used for offers to persons/entities resident outside India containing, among other things, selling and transfer

restrictions and other information, together with all supplements, corrections, amendments, addenda and corrigenda thereto;

"**Preliminary Offering Memorandum**" shall mean the preliminary offering memorandum consisting of the Red Herring Prospectus and the Preliminary International Wrap together with all amendments, supplements, addenda, notices, corrections or corrigenda thereto to be used for offers and sales to persons / entities that are resident outside India;

"**Pricing Date**" shall mean the date on which the Company, in consultation with the BRLMs, will finalise the Issue Price;

"**Prospectus**" shall mean the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 26 of the Companies Act, 2013 and the SEBI ICDR Regulations containing, inter alia, the Issue Price, the size of the Issue and certain other information;

"**Public Issue Accounts**" shall mean the 'no-lien' and 'non-interest bearing' bank accounts opened with the Public Issue Account Banks under Section 40(3) of the Companies Act, 2013, to receive monies from the Escrow Account and from the ASBA Accounts on the Designated Date;

"**Public Issue Account Bank(s)**" shall have the meaning ascribed to such term in the preamble to this Agreement, i.e., Kotak Mahindra Bank Limited and State Bank of India;

"**Red Herring Prospectus**" shall mean the red herring prospectus to be issued in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the Issue Price and the size of the Issue, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/ Issue Opening Date;

"**Refund Account(s)**" shall mean the 'no-lien' and 'non-interest bearing' account opened with the Refund Bank(s), from which refunds, if any, of the whole or part of the Bid Amount to Anchor Investors shall be made;

"**Refund Bank(s)**" shall have the meaning given to such term in the preamble to this Agreement, i.e., Axis Bank Limited and ICICI Bank Limited;

"**Registered Broker**" shall mean stock brokers registered with SEBI and the stock exchanges having nationwide terminals under the erstwhile Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 or the Securities and Exchange Board of India (Stock Brokers) Regulations, 2026, other than the Members of the Syndicate and eligible to procure Bids in terms of SEBI ICDR Master Circular and other applicable circulars issued by SEBI;

"**Registrar Agreement**" shall mean the agreement dated June 19, 2026, entered into between the Company and the Registrar to the Issue, in relation to the responsibilities and obligations of the Registrar to the Issue pertaining to the Issue;

"**Registrar of Companies/RoC**" shall mean the Registrar of Companies, Gujarat at Ahmedabad;

"**Retail Individual Bidders**" **or** "**RIBs**" shall mean Individual Bidders, who have Bid for the Equity Shares for an amount which is not more than ₹200,000 in any of the bidding options in the Issue (including HUFs and Eligible NRI Bidders) and does not include NRIs (other than Eligible NRIs);

"**RoC Filing**" shall mean the date on which the Prospectus is filed with the RoC and dated in terms of Sections 26 and 32(4) of the Companies Act, 2013;

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

"**SCSBs**" or "**Self-Certified Syndicate Banks**" shall mean the banks registered with SEBI, offering services in relation to ASBA (other than through UPI Mechanism), a list of which is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34 or www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=35 or such other website as updated from time to time, and the banks registered with SEBI, enabled for UPI Mechanism, a list of which is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40 or such other website as updated from time to time. Applications through UPI in the Issue can be made only through the SCSBs and mobile applications whose names appear on the website of SEBI. A list of SCSBs and mobile applications, which are live for applying in public issues using UPI Mechanism is available on the website of SEBI at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=43. The said list shall be updated on website of SEBI from time to time;

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

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

"**SEBI ICDR Master Circular**" shall mean the SEBI master circular bearing reference number HO/49/14/14(2)2026-CFD-POD2/I/4518/2026 dated February 9, 2026;

"**SEBI RTA Master Circular**" shall mean the SEBI master circular, bearing reference no. HO/38/13/(4)2026-MIRSD-POD/I/4298/2026, dated February 6, 2026;

"**SEBI Regulations**" shall mean the SEBI ICDR Regulations and any other applicable law, rule, regulation or direction issued by the SEBI, including, to the extent applicable, the SEBI circular no. CIR/CFD/DIL/2/2011 dated 16 May 2011, the SEBI RTA Master Circular, SEBI ICDR Master Circular and the SEBI UPI Circulars;

"**SEBI UPI Circulars**" shall mean SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI RTA Master Circular (to the extent that such circular pertains to the UPI mechanism) and SEBI circular no. SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86 dated June 11, 2025 (to the extent these circulars are not rescinded by the SEBI RTA Master Circular and the SEBI ICDR Master Circular, to the extent applicable) along with the circular issued by the NSE having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 (to the extent these circulars are not rescinded by the SEBI RTA Master Circular, to the extent applicable), SEBI ICDR Master Circular and any subsequent circulars or notifications issued by the SEBI or the Stock Exchanges in this regard;

"**Sponsor Bank(s)**" shall have the meaning ascribed to such term in the Preamble, i.e., Kotak Mahindra Bank Limited, State Bank of India, Axis Bank Limited and ICICI Bank Limited;

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

"**Syndicate**" or "**Members of the Syndicate**" shall mean the BRLMs and the Syndicate Members collectively;

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

"**Transaction Agreements**" shall mean the Issue Agreement, the Fee Letter, the Registrar Agreement, this Agreement, Syndicate Agreement, monitoring agency agreement, Underwriting Agreement and any other agreement executed in connection with the Issue;

"**Underwriting Agreement**" shall mean the agreement to be entered into between the Underwriters and the Company, on or after the Pricing Date but prior to filing of the Prospectus with the RoC;

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

"**UPI Bidder(s)**" shall mean collectively, individual investors applying as (i) Retail Individual Investors in Retail Portion; (ii) Eligible Employees Bidding in Employee Reservation Portion; (iii) Eligible RIL Shareholders Bidding in the RIL Shareholders Reservation Portion; and (iv) individuals applying as Non-Institutional Investors with a Bid Amount of up to ₹500,000 or such other amount as may be prescribed under Applicable Laws in the Non-Institutional Portion, and Bidding under the UPI Mechanism. Pursuant to the SEBI ICDR Master Circular, all individual investors applying in public issues may use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognised stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity);

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

"**UPI Mechanism**" shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Issue in accordance with the UPI Circulars;

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

"**Working Day**" shall mean all days on which commercial banks in Mumbai, Maharashtra, India are open for business; provided, however, with reference to (a) announcement of Price Band; and (b) Bid/ Issue Period, the expression "Working Day" shall mean all days on which commercial banks in Mumbai, Maharashtra, India are open for business, excluding all Saturdays, Sundays or public holidays; and (c) with reference to the time period between the Bid/ Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, the expression 'Working Day' shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, in terms of the circulars issued by SEBI.

1.2 In this Agreement, unless the context otherwise requires:

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

(ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

(iii) references to the words "include" or "including" shall be construed without limitation;

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

(v) references to any Party shall also include such Party's successors in interest and / or permitted assigns or heirs, executors, administrators, as the case may be, under any agreement, instrument, contract or other document;

(vi) references to a "person" shall include a natural person, corporation, firm, general partnership, limited or limited liability partnership, association, company, joint stock company, joint venture, trust, business trust or other entity having legal capacity;

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

(viii) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

(ix) references to a recital, section, paragraph, clause, schedule or annexure are, unless indicated to the contrary, a reference to a recital, section, paragraph, clause, or annexure of this Agreement; and

(x) any reference to "knowledge" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful investigation of the matter.

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

1.4 The Parties acknowledge and agree that entering into this Agreement or the Fee Letter shall not create or be deemed to create any obligation, agreement or commitment, whether express or implied, on the BRLMs or their respective Affiliates to purchase or place the Equity Shares, or to enter into any underwriting agreement (the "**Underwriting Agreement**") in connection with the Issue, or to provide any financing or underwriting to the Company, or its Affiliates. In the event the Company, and the BRLMs enter into an Underwriting Agreement, such agreement shall, *inter alia*, include customary representations and warranties, conditions as to closing of the Issue (including the provision of comfort letters, and legal opinions as are customary and in form and substance satisfactory and mutually agreed between the parties thereto).

1.5 Unless specified otherwise, rights, obligations, representations, warranties, covenants, undertakings and indemnities, as applicable, of each of the Parties, under this Agreement shall unless expressly otherwise set out under this Agreement (in respect of any joint and several obligations) be several, and neither joint nor joint and several (unless specified otherwise), and none of the Parties under this Agreement shall be responsible or liable, directly or indirectly, for the obligations, representations, warranties or for any acts or omissions of any other Party. For the avoidance of doubt, none of the BRLMs are responsible for the actions or omissions of any of the other BRLMs.

2. ESCROW COLLECTION BANKS AND CASH ESCROW ACCOUNTS, REFUND BANKS AND REFUND ACCOUNTS, PUBLIC ISSUE ACCOUNT BANKS AND PUBLIC ISSUE ACCOUNTS AND SPONSOR BANKS

2.1 At the request of the Company and the BRLMs, (i) Kotak Mahindra Bank Limited hereby agrees to act as the Public Issue Account Bank and a Sponsor Bank; (ii) State Bank of India hereby agrees to act as the Public Issue Account Bank and a Sponsor Bank; (iii) Axis Bank Limited hereby agrees to act as an Escrow Collection Bank for Non- resident Anchor Investor Bid Amounts, Refund Bank for the amounts collected by them in their capacity as an Escrow Collection Bank and Sponsor Bank; and (iv) ICICI Bank Limited hereby agrees to act as an Escrow Collection Bank for resident Anchor Investor Bid Amounts, and as a Refund Bank for the amounts collected by them in their capacity as an Escrow Collection Bank and as a Sponsor Bank, in relation to the Issue; in order to enable the completion of the Issue in accordance with the process described in the RHP, Prospectus, Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the SEBI ICDR Regulations and any other Applicable Laws. Subject to Clause 2.5 below, the Escrow Collection Banks shall be responsible and liable for the operation and maintenance of the Cash Escrow Accounts; the Public Issue Account Banks shall be responsible and liable for the operation and maintenance of the Public Issue Accounts, and the Refund Banks shall be responsible and liable for the operation and maintenance of the Refund Accounts; the Sponsor Banks shall be responsible to act as a conduit between the Stock Exchanges and the NPCI, in order to send the mandate collect request and/or payment instructions of the UPI Bidders into the UPI and be responsible for discharging the duties and responsibilities of Sponsor Banks as applicable in a public issue, in accordance with the process described in the RHP, Prospectus, Preliminary Offering Memorandum, the Offering Memorandum, this Agreement, the instructions issued under this Agreement, the SEBI ICDR Regulations and any other Applicable Laws. The Bankers to the Issue, in their respective capacities, shall also perform all the duties and obligations in accordance with this Agreement, the Issue Documents, SEBI ICDR Regulations and other Applicable Laws and comply with all respective instructions issued to them in terms of this Agreement by the Company, the BRLMs and/or the Registrar, in connection with its responsibilities.

2.2 The Escrow Collection Banks, Public Issue Account Banks and the Refund Banks shall provide the Company, the Registrar to the Issue and the BRLMs intimation (in the format set out as **Schedule IX**) upon the opening of the Cash Escrow Accounts, Public Issue Accounts and the Refund Accounts, respectively.

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

- In case of Underwriters and resident Anchor Investors: "JPL – Anchor Resident Escrow Account*";* and

- In case of non-resident Anchor Investors: "JPL – Anchor Non-resident Escrow Account".

Simultaneously with the execution of this Agreement: (i) Public Issue Account Banks shall also establish 'no-lien' and 'non-interest bearing' Public Issue Accounts with itself, which shall be a current account established by the Company to receive monies from the Cash Escrow Accounts and the ASBA Accounts on the Designated Date. Each of the Public Issue Accounts shall be designated as the "JPL – Public Issue Account"; and (ii) each of the Refund Banks, ICICI Bank Limited and Axis Bank Limited shall establish 'no-lien and non-interest bearing refund account' with itself, designated as the "JPL – Anchor Resident Refund Account*"* and "JPL – Anchor Non-Resident Refund Account*"*, respectively.

2.4 The Company shall execute all forms or documents as may be required under the Applicable Laws and provide further information as may be reasonably requested by the Escrow Collection Banks or the Public Issue Account Banks or the Refund Banks required for the establishment of the above Cash Escrow Accounts, Public Issue Accounts and Refund Accounts, respectively. Further, the Company shall execute all respective forms or documents and provide further information as may be required by the Sponsor Banks for discharging its duties and functions as a sponsor bank.

2.5 The operation of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts by the Bankers to the Issue shall be strictly in accordance with the terms of this Agreement, Red Herring Prospectus, Prospectus and Applicable Law based on instructions of the BRLMs along with the Registrar, as applicable. None of the Cash Escrow Accounts, Public Issue Accounts and Refund Accounts shall have cheque drawing facilities. Deposits into or withdrawals and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement and Applicable Laws.

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

2.7 The monies lying to the credit of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts shall be held by the Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks, as the case may be, for the benefit of and in trust for the Beneficiaries as specified in this Agreement. The Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks shall not have or create any lien on, or encumbrance or other right to, the amounts standing to the credit of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts nor have any right to set off such amount against any other amount claimed by the Escrow Collection Banks, the Public Issue Account Banks or the Refund Banks against any person, including by reason of non-payment of charges or fees to the Escrow Collection Banks or the Public Issue Account Banks or the Refund Banks, as the case may be, for rendering services as agreed under this Agreement or for any other reason whatsoever. If any lien is created, it shall be void ab initio.

2.8 The Bankers to the Issue shall comply with the terms of this Agreement, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations, SEBI UPI Circulars, and any other Applicable Laws, and all instructions issued by the Company, the BRLMs and/or the Registrar, in connection with their respective responsibilities as the Escrow Collection Banks, the Public Issue Account Banks, Refund Banks or the Sponsor Banks as the case may be and each Banker to the Issue hereby agrees and confirms that it shall be fully responsible and liable for any breach of the foregoing and its own obligations under this Agreement and for all acts and omissions, and liable for, any failure to comply with its obligations under this Agreement, any breach of the terms and conditions of this Agreement by it, and all its acts and omissions in connection with their respective responsibilities, under this Agreement. Further, the Sponsor Banks shall comply with the SEBI UPI Circulars in letter and in spirit and any consequent amendments to the SEBI UPI Circulars, if any and other Applicable Laws.

2.9 The Parties acknowledge that for every Bid entered in the Stock Exchange's bidding platform, NPCI maintains the audit trail. The liability to compensate the Bidders for failed transactions shall be with the concerned intermediaries such as Sponsor Banks, NPCI, mobile PSP, Bankers to the Issue, as applicable, in the 'ASBA with UPI as the payment mechanism process' at whose end the lifecycle of the transaction has come to a halt. The Parties further acknowledge that NPCI shall share the audit trail of all disputed transactions/investor complaints with the respective Sponsor Bank. The BRLMs shall obtain the audit trail from the respective Sponsor Bank for analysis and fixation of liability.

3. OPERATION OF THE CASH ESCROW ACCOUNTS, PUBLIC ISSUE ACCOUNTS AND REFUND ACCOUNTS

3.1 Deposits into the Cash Escrow Accounts

3.1.1 The Bid Amounts (in Indian Rupees only) relating to Bids from the Anchor Investors, on the Anchor Investor Bidding Date in the manner set forth in the Red Herring Prospectus, the Preliminary Offering Memorandum and the Syndicate Agreement, shall be deposited by the Anchor Investors, with the relevant Escrow Collection Bank at their designated branches, and shall be credited upon realization to the appropriate Cash Escrow Accounts. In addition, in the event the Anchor Investor Issue Price is higher than the Anchor Investor Allocation Price, then, any incremental amounts from the Anchor Investors until the Anchor Investors Pay-in Date shall also be deposited into the relevant Cash Escrow Accounts on or before the Anchor Investors Pay-in Date and credited upon realization to the relevant Cash Escrow Accounts. Further, any amounts payable by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement shall also be deposited into

the Cash Escrow Accounts maintained with the relevant Escrow Collection Bank prior to finalization of the Basis of Allotment or such other time as may be agreed among the parties to the Underwriting Agreement. All amounts lying to the credit of the Cash Escrow Accounts shall be held for the benefit of and in trust for the Beneficiaries.

3.1.2 The transfer instructions for payment into Cash Escrow Accounts shall be drawn in favour of the specific Cash Escrow Accounts held with the relevant Escrow Collection Bank specified in Clause 2.3.

3.1.3 In the event of any inadvertent error in calculation of any amounts to be transferred to or from the Cash Escrow Accounts, Public Issue Accounts or the Refund Accounts, as the case may be, the BRLMs and the Company may, pursuant to an intimation to the Escrow Collection Banks, the Public Issue Account Banks, or the Refund Banks, as necessary, with a copy to the Registrar, provide revised instructions to the Escrow Collection Banks, the Public Issue Account Banks, or the Refund Banks, as applicable, to transfer the specified amounts to the Cash Escrow Accounts, Public Issue Accounts or the Refund Accounts, as the case may be, provided that such revised instructions shall be issued promptly upon any of the BRLMs or the Company or the Registrar becoming aware of such error having occurred (or erroneous instruction having been delivered) with a copy to the other Party. On the issuance of revised instructions as per this Clause 3.1.3, the erroneous instruction(s) previously issued in this regard to the Escrow Collection Banks, Public Issue Account Banks or Refund Banks, as applicable, shall stand cancelled and superseded by the revised instructions as per this clause without any further act, intimation or instruction being required from or by any Parties, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by the BRLMs and/or the Company or the Registrar in terms of this clause.

3.2 **Remittance and/or Application of amounts credited to Cash Escrow Accounts, the Public Issue Accounts and Refund Accounts**

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

3.2.1 ***Failure of the Issue***

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

(a) After the Anchor Investor Bidding Date, any event due to which the process of Bidding or the acceptance of Bids cannot start on the dates mentioned in the Issue Documents (including any revisions thereof), including the Issue not opening on the Bid/ Issue Opening Date or any other revised date agreed between the Company and BRLMs for any reason;

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

(c) Refusal by (i) the Designated Stock Exchange to grant Basis of Allotment approval or (ii) the listing and trading approval by the Stock Exchanges within the period specified under Applicable Laws;

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

(e) failure to comply with the requirements of the number of Allottees in the Issue being at least 1,000 or minimum subscription of 90% of the Issue;

(f) the declaration of the intention of the Board of Directors or the IPO Committee of the Company, as applicable, in consultation with the BRLMs to withdraw and/ or cancel the Issue at any time after the Bid/ Issue Opening Date until the date of Allotment or if the Issue is withdrawn by the Board of Directors or the IPO Committee of the Company, in consultation with the BRLMs prior to the execution of underwriting agreement in accordance with the Red Herring Prospectus;

(g) failure to comply with the requirements of allotment of at least such number of Equity Shares in the Issue as prescribed under Rule 19(2)(b) of the Securities Contracts (Regulations) Rules, 1957;

(h) The Issue Agreement being terminated in accordance with its terms and conditions;

(i) failure to enter into the underwriting agreement on or prior to filing of the Prospectus with the RoC unless such date is otherwise extended in writing by the parties to the underwriting agreement or the underwriting agreement being terminated in accordance with its terms or having become illegal or non-compliant with Applicable Laws or unenforceable for any reason or, if its performance has been injuncted or prevented by SEBI, any court or other judicial, statutory, government or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Issue Accounts; or

(j) such other event as may be mutually agreed upon by the Company and the BRLMs.

Failure of Issue prior to Designated Date

3.2.1.2 The BRLMs shall intimate in writing to the Escrow Collection Banks and/or the Public Issue Account Banks and/or the Refund Banks and/or Sponsor Banks (with a copy to the Company), as appropriate, and the Registrar of the occurrence of any of the events specified in Clause 3.2.1.1, following the receipt of the relevant information from the Company, as the case may be, in the form prescribed (as set out in **Schedule I** hereto):

3.2.1.3 (a) The Escrow Collection Banks shall, on receipt of an intimation from the BRLMs in writing as per Clause 3.2.1.2, after notice to the Registrar, BRLMs, and the Company forthwith on the same Working Day and in any case not later than one Working Day from the receipt of written instruction from the BRLMs (as set out in **Schedule VII**), transfer any amounts standing to the credit of the Cash Escrow Accounts to the Refund Accounts held with the respective Refund Banks, for the purpose of refunding such amounts to the Anchor Investors as directed by the BRLMs. Immediately upon the transfer of amounts to the respective Refund Accounts, the Refund Banks shall appropriately confirm the same to the Registrar, the BRLMs and the Company.

(b) On receipt of intimation from the BRLMs of the failure of the Issue as per Clause 3.2.1.2, the Registrar shall forthwith, after issuing notice to the BRLMs and the Company, on the same Working Day of such receipt, following the reconciliation of accounts with the Escrow Collection Banks, (which shall be completed within one Working Day after the receipt of intimation of failure of the Issue) provide to, the Bankers to the Issue with a copy to each of the Company and the BRLMs, a list of Beneficiaries and the amounts to be refunded by the Refund Banks to such Beneficiaries (in the form specified in **Schedule II**, hereto). Each of the Refund Banks confirm that it has the required technology and processes to undertake all activities mentioned in this Agreement. The refunds made pursuant to the failure of the Issue as per Clause 3.2.1.2, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Collection Banks by Anchor Investors as per instruction received from the Registrar and, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended and Applicable Laws;

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

(d) The Refund Banks shall provide the details of the UTR/control numbers of such remittances to the Registrar on the same day. In the event of any returns/rejects from NEFT/RTGS/NACH (if applicable)/direct credit, the relevant Refund Bank shall inform the Registrar and BRLMs forthwith and arrange re-processing of such refunds through an appropriate electronic mode, in accordance with the instructions of the Registrar. The Refund Banks shall act in accordance with the instructions of the Registrar and BRLMs for issuances of these instruments. The entire process of dispatch of refunds through electronic clearance shall be completed within 2 (two) Working Days from the Bid/ Issue Closing Date or such other period prescribed under the SEBI ICDR Regulations and other Applicable Laws. However, in the case of event specified in Clause 3.2.1.1(e) ("**Minimum Subscription Failure**") or Clause 3.2.1.1(c) to the extent that there is refusal by Stock Exchange to grant listing and trading approval ("**Stock Exchange Refusal**"), the entire process of dispatch of refunds of amounts through electronic clearance shall be completed within 4 (four) Working Days from the Bid/ Issue Closing Date (in the event of a Minimum Subscription Failure) or the date of receipt of intimation from Stock Exchanges rejecting the application for listing of the Equity Shares (in the event of a Stock Exchange Refusal), or such other prescribed timeline in terms of the SEBI ICDR Regulations and other Applicable Laws. The Registrar further acknowledges the liability of the Company to pay interest for delayed issue of refunds in accordance with the SEBI ICDR Regulations and applicable SEBI circulars, including SEBI ICDR Master Circular and shall accordingly provide all assistance in this regard, to ensure that the refunds are made within 4 (four) Working Days (or such applicable time period as may be prescribed by SEBI) in case of Minimum Subscription Failure and Stock Exchange Refusal. Immediately upon the transfer of the amounts to the Refund Accounts, the Refund Banks shall appropriately confirm the same to the Registrar to the Issue, the BRLMs and the Company.

3.2.2 ***Failure of the Issue after the Designated Date***

3.2.2.1 After the funds (including funds received from ASBA Bidders and Anchor Investors) are transferred from the Cash Escrow Accounts and the ASBA Accounts to the Public Issue Accounts, in the event that the listing of the Equity Shares does not occur in the manner described in the Issue Documents, SEBI ICDR Regulations or any other Applicable Laws, the BRLMs shall intimate the Public Issue Account Banks, Refund Banks and the Registrar in writing to transfer amount from the Public Issue Accounts to the Refund Accounts maintained with Refund Banks , in the form specified in **Schedule X**, hereto (with a copy to the Company). The Public Issue Account Banks shall, and the Registrar shall ensure that the respective Public Issue Account Banks shall, after a notice to the BRLMs (with a copy to the Company), not later than 1 (one) Working Day from the date of receipt of the aforementioned notice from the BRLMs, transfer the amount held in the Public Issue Accounts to the Refund Accounts maintained with Refund Banks . Thereafter, the Refund Bank shall on the same Working Day, ensure the refund of amounts held in the Refund Accounts to the Bidders as instructed by Registrar (with a copy to the BRLMs and the Company) in the form specified in **Schedule II,** in accordance with the Applicable Laws (including the SEBI ICDR Master Circular) and Clause 3.2.4 as per the modes specified in the Red Herring Prospectus and the Prospectus. All refunds under this Agreement shall be payable by the Refund Banks and until such refunds are paid as agreed herein, the monies lying in the Refund Accounts shall be held for the benefit of the Beneficiaries without any right or lien thereon. The Refund Banks shall intimate in writing, along with the updated bank account statement to the BRLMs and the Registrar (with a copy to the Company) post the completion.

3.2.3 ***Completion of the Issue***

3.2.3.1 In the event no failure of the Issue takes place prior to the Designated Date, then:

(a) The Registrar shall, prior to the Designated Date in writing, (a) along with the BRLMs, in the form provided in **Schedule III A**, intimate the Bankers to the Issue (with a copy to the Company), the Designated Date, and provide the Escrow Collection Banks with the (i) written details of the Bid Amounts relating to the Anchor Investors that are to be transferred from the Cash Escrow Accounts to the Public Issue Accounts, (ii) amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement to be transferred to the Public Issue Accounts, and (iii) the Surplus Amount, if any, to be transferred from Cash Escrow Accounts to the Relevant Refund Accounts, and (b) intimate the SCSBs and the Sponsor Banks (with a copy to the Company and the BRLMs), in the form provided in **Schedule III B**, the Designated Date, and provide the SCSBs and the Sponsor Banks with the written details of the amounts that have to be unblocked and transferred from the ASBA Accounts including the accounts blocked through the UPI Mechanism to the Public Issue Accounts. The Sponsor Banks shall be responsible for sharing the details of Bid Amounts that have to be transferred to the Public Issue Accounts from the UPI Bidders' banks. The Sponsor Banks, based on the UPI Mandate Request approved by the respective UPI Bidders at the time of blocking of their respective funds, will raise the debit/ collect request from the respective ASBA Account and issue necessary instructions, whereupon the funds will be transferred from such ASBA Account to the Public Issue Account and the remaining funds, if any, will be unblocked without any manual intervention by the UPI Bidder or the Sponsor Banks in accordance with the Applicable Laws (including the SEBI ICDR Master Circular). Further, the SCSBs will raise the debit/ collect request from the respective ASBA Account and issue necessary instructions, whereupon the funds will be transferred from such ASBA Account to the Public Issue Accounts and the remaining funds, if any, will be unblocked without any manual intervention by the Bidder or the

SCSBs. The Refund Banks shall ensure the transfer of the Surplus Amounts to the account of the Beneficiaries upon receipt of written instructions in accordance with Applicable Laws (including the SEBI ICDR Master Circular) and immediately upon such transfer, the Refund Banks shall intimate the BRLMs and the Company of such transfer. In the event such transfers are unable to be completed on the same Working Day, such instructions issued by the Registrar and the BRLMs to the Escrow Collection Banks, and by the Registrar and the BRLMs to the SCSBs or the Sponsor Banks (who in turn shall give instructions to SCSBs, that are UPI Bidder's banks for debit/collect requests in case of applications by UPI Mechanism), as applicable, shall be valid for the next Working Day. Immediately upon the transfer of the amounts to the Public Issue Accounts, the Escrow Collection Banks shall appropriately confirm the same to the Registrar and BRLMs and the Company. The amounts to be transferred from the ASBA Account to the Public Issue Accounts by the SCSBs (including the relevant UPI Bidder's bank on raising of debit/collect request by the Sponsor Banks) represent Bids from ASBA Bidders and UPI Bidders, respectively that have received confirmed allocation in respect of the Equity Shares in the Issue.

(b) The amounts to be transferred to the Public Issue Accounts by the Escrow Collection Banks represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Issue and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be unblocked and transferred to the Public Issue Accounts by the SCSBs (including the relevant UPI Bidder's bank on raising of debit/collect request by the Sponsor Banks) represent Bids from ASBA Bidders that have received confirmed allocation in respect of the Equity Shares in the Issue.

(c) On the Designated Date, the Escrow Collection Banks and the SCSBs (including the UPI Bidder's bank on raising of debit/collect request by the Sponsor Banks) shall, on receipt of such details from the BRLMs and the Registrar, or on receipt of the debit/collect request from the Sponsor Banks (in case of UPI Bidders Bidding using the UPI Mechanism), as the case may be, within Banking Hours on the same Working Day, transfer the amounts lying to the credit of the Cash Escrow Accounts and/or blocked in the ASBA Accounts in relation to the successful Bids by Allottees to the Public Issue Accounts. The Surplus Amount shall be transferred to the relevant Refund Accounts upon receipt of written instructions of the Registrar and the BRLMs (with notice to the Company) in accordance with the procedure specified in the Red Herring Prospectus, Prospectus and this Agreement. Immediately upon the transfer of the amounts to the Public Issue Accounts and the Refund Accounts, the Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks shall appropriately confirm such transfer or receipt, as applicable, to the Registrar and BRLMs (with a copy to the Company). The relevant Escrow Collection Banks shall also share the bank statements confirming that there are no funds lying to the credit of the Cash Escrow Accounts post transfer to public issue accounts.

(d) Thereupon, in relation to amounts lying to the credit of the Public Issue Accounts, the Bidders or Underwriters (or any other person pursuant to any underwriting obligation), as the case may be, shall have no beneficial interest therein save as provided in this Agreement or under Applicable Laws. For the avoidance of doubt, it is clarified that (i) the Bidders or Underwriters or any other person, as the case may be, shall continue to be Beneficiaries in relation to the Surplus Amount, if any, and subject to Clause 3.2.2.1 and (ii) upon Allotment, the Company shall be the Beneficiary in respect of the balance amount. Further, it is hereby clarified that until the receipt

of final listing and trading approvals from the Stock Exchanges, the Public Issue Account Banks shall not transfer the monies due to the Company, net of Issue Expenses (as defined below) as specified in Clause 3.2.3.2(a) below and / or taxes, from the Public Issue Accounts to the Company's bank account, as applicable. The transfer from the Public Issue Accounts shall be subject to the Public Issue Account Banks receiving written instructions from the Company, in accordance with Clause 3.2.3.2. The Bidders shall have no beneficial interest therein save in relation to the amounts that are due to be refunded to them, if any in terms of the Red Herring Prospectus and the Prospectus, this Agreement and Applicable Laws.

(e) Notwithstanding anything stated in this Agreement, the Company agrees that it shall take all necessary action, as may be required, to ensure that the fees, commission, brokerage, incentives and expenses shall be paid to the BRLMs, Syndicate Member and to the legal counsel within timelines as may be mutually agreed between such parties, upon receipt of the final listing and trading approvals from the Stock Exchanges in accordance with the provisions of this Agreement, the Fee Letter, Issue Agreement, Syndicate Agreement and Underwriting Agreement.

(f) The fees payable to each of the Sponsor Banks for services provided in accordance with the SEBI ICDR Master Circular, the guidelines issued by the NPCI and this Agreement shall be mutually decided by the Company and the respective Sponsor Banks.

(g) The BRLMs are hereby severally authorized to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Cash Escrow Accounts to the Public Issue Accounts and the Refund Accounts, as applicable.

(h) The Registrar shall, after the Bid/ Issue Closing Date, immediately but no later than 1 (one) Working Day from the Bid/ Issue Closing Date, in the prescribed form (specified in **Schedule IV** hereto), intimate the BRLMs (with a copy to the Company), the aggregate amount of commission payable to the SCSBs, Registered Brokers, CDPs and CRTAs as calculated by the Registrar. For the avoidance of doubt, the quantum of commission payable to the SCSBs, Registered Brokers, CDPs and CRTAs shall be determined in terms of the Syndicate Agreement and on the basis of such Bid cum Application Forms procured by them and which are eligible for Allotment and the payment of commission to the Registered Brokers will be made through the Stock Exchanges in accordance with this Agreement. The Parties acknowledge that the aggregate amount of commission payable to the Registered Brokers in relation to the Issue, as calculated by the Registrar and approved by the Company and the BRLMs, shall be transferred by the Company to the Stock Exchanges, prior to the receipt of final listing and trading approvals in accordance with Applicable Laws. All payments towards processing fee or selling commission shall be released only after ascertaining that there are no pending complaints pertaining to block/unblock of Bids and upon receipt of confirmation on completion of unblocks from each of the Sponsor Banks, SCSBs and the Registrar as specified under the SEBI ICDR Master Circular. The SCSBs, the respective Sponsor Banks and the Registrar shall provide the relevant confirmations to the BRLMs in accordance with the Applicable Laws (including the SEBI ICDR Master Circular).

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

(a) The Public Issue Account Banks, agrees to retain not less than such amounts as may have been estimated towards Issue Expenses as computed in the chartered accountant certificate and disclosed in the Prospectus and as instructed by the BRLMs in the form specified in **Schedule V**, towards Issue Expenses including, without limitation: all costs, charges, fees and expenses associated with and incurred in connection with the Issue, including corporate advertisements, Issue advertising, printing, road show expenses, accommodation and travel expenses, stamp duty, share issuance, registration, costs for execution and enforcement of the Transaction Agreements, Registrar's fees, fees to be paid to the BRLMs, fees and expenses of legal counsel to the Company and the BRLMs, fees and expenses of the Statutory Auditors, fees to be paid to Sponsor Banks, SCSBs, brokerage for Syndicate Members, commission to Registered Brokers, Collecting DPs and Collecting RTAs, payments to consultants and advisors, and listing fees (expenses collectively referred to as the "Issue Expenses") in the Public Issue Accounts . The Company shall ensure that all fees and expenses relating to the Issue, including the underwriting commissions, procurement commissions, if any, and brokerage due to the underwriters and sub-brokers or stock brokers, fees payable to the BRLMs, Self-Certified Syndicate Banks, Syndicate Member, legal counsels and any other agreed fees and commissions payable in relation to the Issue shall be paid within the time prescribed under the agreements to be entered into with such persons in accordance with Applicable Laws.

(b) Until such time that instructions in the form specified in **Schedule VI - A** are received, the Public Issue Account Banks shall retain the amount of Issue Expenses (in accordance with Clause 3.2.3.2 (a) in the Public Issue Accounts and shall not act on any instruction, including that of the Company.

(c) On the receipt of final listing and trading approvals from the Stock Exchanges, the BRLMs shall, by one or more instructions to the Public Issue Account Banks (with a copy to the Company) in the form specified in **Schedule VI - A**, intimate the Public Issue Account Banks of the details of accounts to which the Issue Expenses (as described in Clause 3.2.3.2(a)) are to be transferred.

(d) Upon receipt of the final listing and trading approvals and post the receipt of the instruction received from the BRLMs pursuant to **Schedule V**, the Company shall, provide the Public Issue Account Banks (with a copy to the BRLMs), in the form prescribed in **Schedule VI - B** instructions stating the amount to be transferred from the Public Issue Accounts to the bank account(s) of the Company (i.e., the monitoring account(s) as per the Monitoring Agency Agreement), and the Public Issue Account Banks shall remit such amounts on the same date and in no event later than 1 (one) Working Day or such other time period as agreed upon between the relevant Parties from the receipt of such instructions, subject to receipt of all information as required under this Agreement.

Any amount left in the Public Issue Accounts after the above transfers and the payment of the Issue Expenses upon receipt of instruction from the Company in the form prescribed in **Schedule VI - B**, will be transferred to the account of the Company.

The BRLMs shall not provide any documentation or confirmation or execute any document in relation to the remittance, save and except the fund transfer instructions being provided by them to the Public Issue Account Banks and the BRLMs shall not be

considered as a "Remitter". The BRLMs shall have no responsibility to confirm the accuracy of such details (respective account numbers, IFSC Code, bank name and branch address) provided by the Company.

(e) The written instructions as per **Schedule VI – A, Schedule VI - B** and **Schedule VII** or any other written instructions in accordance with this Agreement shall be valid instructions if signed by any one person named as authorized signatories of the BRLMs or the Company, as the case may be, in **Schedule VIII A** and **Schedule VIII B,** and whose specimen signatures are contained herein, in accordance with Clause 15 or as may be authorized by the respective BRLMs with intimation to the Escrow Collection Banks, Public Issue Account Banks or the Refund Banks, with a copy of such intimation to the Company.

(f) The instructions given by the BRLMs under this Clause 3.2.3.2 shall be binding on the Public Issue Account Banks irrespective of any contrary claim or instructions from any Party including the Company.

(g) It is clarified that all Issue Expenses to be borne by the Company shall be paid in accordance with the provisions of this Agreement, from the Public Issue Accounts/ bank account(s) of the Company being monitored in accordance with the Monitoring Agency Agreement and the SEBI ICDR Regulations. However, in the event of any Issue Expenses falling due to the BRLMs, the Syndicate Member and the BRLMs after closure of the Public Issue Accounts, or to the extent that such expenses or amounts falling due to the BRLMs and the Syndicate Members are not paid from the Public Issue Accounts, the Company shall pay such expenses in the manner agreed.

(h) In the event of any compensation required to be paid by the post-Issue BRLMs to Bidders for delays in redressal of their grievance by the SCSBs in accordance with the SEBI UPI Circulars, SEBI ICDR Master Circular and other Applicable Laws, the Company shall reimburse the relevant BRLMs for such compensation (including applicable taxes and statutory charges, interest or penalty charged, if any) immediately but not later than five (5) Working Days of receiving proof regarding any such compensation. To the extent permitted by Applicable Laws, the relevant BRLM agrees to provide the Company within a reasonable time period, if so requested by the Company, any document or information in its possession, in the event that any action is proposed to be taken by the Company against any SCSB in relation to any delay or failure which results in a reimbursement or payment under this clause. Any interest and/or penalty charged thereon and the amount to be so reimbursed by the Company, to any BRLM shall be calculated in accordance with the SEBI ICDR Master Circular and/or other Applicable Laws and the Issue Agreement.

(i) The Bankers to the Issue and the Registrar to the Issue shall extend all co-operation and support to the BRLMs in identifying the relevant intermediary which is responsible for delay in unblocking of amounts in the ASBA Accounts exceeding two (2) Working Days from the Bid/Issue Closing Date, or such timeline as may be prescribed by Applicable Laws.

3.2.4 ***Refunds***

The Bankers to the Issue shall refer to the Red Herring Prospectus for the Anchor Investor Bidding Date, the Bid/ Issue Opening Date, Bid/ Issue Closing Date and on the date on which initiation of refunds (if any, for Anchor Investors) or unblocking of funds from ASBA Account shall take place.

3.2.4.1 A. Prior to or on the Designated Date:

(a) The Escrow Collection Banks shall, upon receipt of an intimation from the BRLMs in writing in accordance with Clause 3.2.1.2 or 3.2.2 of this Agreement, after notice to the Company, forthwith but not later than 1 (one) Working Day from the date of receipt of such notice, ensure the transfer of any Surplus Amount standing to the credit of the Cash Escrow Accounts to the Refund Accounts (as set out in **Schedule VII** hereto);

(b) The Refund Banks shall, upon receipt of an intimation from the BRLMs in writing in accordance with Clause 3.2.1.2. of this Agreement, after notice to the Company, BRLMs and the Registrar, forthwith but not later than 1 (one) Working Day from the date of transfer of amounts from the Cash Escrow Accounts, ensure the transfer of any amounts standing to the credit of the Refund Accounts to the Beneficiaries as directed by the Registrar in the prescribed form (as set out in **Schedule II** hereto); and

(c) On receipt of the intimation of failure of the Issue from the BRLMs as per Clause 3.2.1.2 of this Agreement as the case may be, the Registrar to the Issue shall, within 1 (one) Working Day from the receipt of intimation of the failure of the Issue, provide the SCSBs written details of the Bid Amounts that have to be unblocked from the ASBA Accounts of the Bidders (with a copy to the Company and the BRLMs).

B. After the Designated Date:

In the event of a failure to complete the Issue as set out in Clause 3.2.1 and 3.2.2. above, including due to a failure to obtain listing and trading approvals for the Equity Shares, and if the Bid Amounts have already been transferred to the Public Issue Accounts, then upon the receipt of written instructions from the BRLMs, the Public Issue Account Banks shall forthwith transfer the amounts held in the Public Issue Accounts to the Refund Accounts and the Refund Banks shall make payments (i) within 1 (one) Working Day of receipt of such instructions from the BRLMs if Equity Shares have not been transferred to the Allottees as part of the Issue, and (ii) as per Applicable Laws in the event Equity Shares have been transferred to the Allottees in terms of the Issue. All refunds under this Agreement shall be payable by the Refund Banks and until such refunds are paid as agreed herein, the monies lying in the Refund Accounts shall be held for the benefit of the Bidders without any right or lien thereon.

3.2.4.2 The Escrow Collection Banks agree that it shall immediately and, in any event, no later than 1 (one) Working Day of receipt of such intimation as provided in Clause 3.2.1.3 from the Registrar and BRLMs transfer the Surplus Amount to the Refund Accounts with notice to the Company. Further, the Refund Banks shall immediately and in any event no later than 1 (one) Working Day of the receipt of intimation as per Clause 3.2.3, issue refund instructions to the electronic clearing house with notice to the BRLMs and the Company. Such instructions by the Refund Banks, shall in any event, be no later than 2 (two) Working Days from the Bid/ Issue Closing Date or any other period as prescribed under Applicable Laws.

3.2.4.3 The entire process of dispatch of refunds through electronic clearance shall be completed within the prescribed timelines in terms of the SEBI ICDR Regulations and other Applicable Laws.

3.2.4.4 The refunds pertaining to amounts in the Refund Accounts shall be made by the Refund Banks to the respective Anchor Investors in accordance with Applicable Laws. For the purposes of such refunds, the Refund Banks will act in accordance with the instructions of the BRLMs for issuances of such instruments, copies of which shall be marked to the Company and the Registrar. The refunds pertaining to amounts in the Refund Accounts shall be made by the Refund Banks to the respective Bidders in manner set forth below and under Applicable Laws:

- **NACH –** National Automated Clearing House ("NACH") which is a consolidated system of ECS. If applicable, payment of refund would be done through NACH for Bidders having an account at one of the centres specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including Magnetic Ink Character Recognition (MICR) code wherever applicable from the Depository. The payment of refund through NACH is mandatory for Bidders having a bank account at any of the centres where NACH facility has been made available by the RBI (subject to availability of all information for crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or direct credit or RTGS.

- **NEFT**—Payment of refund may be undertaken through NEFT wherever the branch of the Anchor Investors' bank is NEFT enabled and has been assigned the Indian Financial System Code ("**IFSC**"), which can be linked to the MICR of that particular branch. The IFSC may be obtained from the website of RBI as at a date prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Anchor Investors have registered their nine-digit MICR number and their bank account number while opening and operating the demat account, the same may be duly mapped with the IFSC of that particular bank branch and the payment of refund may be made to the Anchor Investors through this method. In the event NEFT is not operationally feasible, the payment of refunds may be made through any one of the other modes as discussed in this Clause.

- **RTGS**—Anchor Investors having a bank account at any of the centers notified by SEBI where clearing houses are managed by the RBI, may have the option to receive refunds, if any, through RTGS.

- **Direct Credit**—Anchor Investors having their bank account with the relevant Refund Bank may be eligible to receive refunds, if any, through direct credit to such bank account.

- For all other Bidders, including those who have not updated their bank particulars with the MICR code, refund warrants will be dispatched through speed or registered post (subject to postal rules) at the Bidder's sole risk. Such refunds will be made by cheques, pay orders or demand drafts drawn on the relevant Refund Bank and payable at par at places where Bids are received. Any bank charges for cashing such cheques, pay orders or demand drafts at other centers will be payable by the respective Bidders.

3.2.4.5 The Registrar shall provide complete master lists ("**Masters**") to the Refund Banks, in the format specified by the Refund Banks. The Registrar shall ensure that any change in the Masters is communicated to the Refund Banks immediately to ensure timely refund. The Registrar shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Banks. The Refund Banks shall be responsible for reconciliation of the Refund Accounts with the Masters provided by the Registrar and the Refund Banks shall provide a list of paid/ unpaid cases at regular intervals or as desired by the Registrar, BRLMs, and/or the Company. Any inconsistencies observed by the Refund Banks between the Refund Accounts and the Masters shall be discussed with the Registrar and the BRLMs, prior to dispatch of refund.

3.2.5 ***Closure of the Cash Escrow Account, Public Issue Account and Refund Account***

3.2.5.1 Upon receipt of written instructions from the Registrar, the Company and the BRLMs, in the form **Schedule XI**, of the Escrow Collection Banks shall take necessary steps to ensure closure of Cash Escrow Accounts once all monies therein are transferred into the Public Issue Accounts, or the Refund Accounts, as the case may be, in accordance with this Agreement and Applicable Laws. The Public Issue Account Banks shall take the necessary steps to ensure closure of the Public Issue Account promptly and only after all monies in the Public Issue Accounts are transferred to the account of the Company. The Refund Banks shall take the necessary steps to ensure closure of the Refund Accounts, once all Surplus Amounts or other amounts if any, are refunded to the Bidders to whom refunds are required to be made, upon receipt of written instructions from the Registrar, the Company and the BRLMs, in the form **Schedule XI** in accordance with the terms of this Agreement. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven years from the date of such payment becoming first due or such periods as may be specified under Applicable Laws, shall be transferred by the Refund Banks, without any further instruction from any Party to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013. The Company shall cooperate with the Escrow Collection Banks to ensure such closure of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts.

3.2.5.2 The Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks agree that prior to closure of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts, respectively, they shall provide a confirmation to the Company, and the BRLMs that there is no balance in the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts, respectively and shall provide a signed copy of the complete and accurate statement of accounts to the Company, the Registrar and the BRLMs in relation to deposit and transfer of funds from each of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts. The Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks hereby agree that they shall close the respective accounts only after delivery of such statement of accounts and receipt of instructions as mentioned in Clause 3.2.5.1.

3.2.5.3 Within one (1) Working Day of closure of the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts, the Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks, respectively shall provide confirmation of the closure of such accounts to the BRLMs and the Company.

3.2.5.4 The Bankers to the Issue, shall act promptly upon any written instructions of the BRLMs and the Company along with the Registrar, as applicable, referred to in these clauses in relation to amounts to be transferred and/or refunded from the Cash Escrow Accounts or the Public Issue Accounts or in relation to amounts to be transferred and/or refunded from the Refund

Accounts prior to trading approvals or otherwise. The Banker to the Issue shall act promptly on the receipt of information/instructions within the time periods specified in this Agreement. The Banker to the Issue shall not in any case whatsoever use the amounts held in their respective Cash Escrow Accounts, Public Issue Accounts and/or Refund Accounts to satisfy the damages it shall be liable to under this clause.

3.2.6 ***Miscellaneous***

3.2.6.1 In the event that the Bankers to the Issue cause delay or failure in the implementation of any such instructions or the performance of their obligations set forth herein, they shall be liable for such compensation as may be decided by the BRLMs in their capacity as the nodal entity in terms of the SEBI ICDR Master Circular (as applicable) and in accordance with this Agreement for any damages, costs, charges liabilities and expenses resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company, BRLMs, and/or the Registrar to the Issue by any Bidder or any other party or any fine or penalty imposed by SEBI or any other Governmental Authority. The Banker to the Issue shall not in any case whatsoever use the amounts held in Cash Escrow Accounts and/or the Public Issue Account Banks and/or Refund Accounts to satisfy this indemnity.

3.2.6.2 In the event that the Company is required to reimburse the BRLMs for any compensation payable to Bidders in relation to the Issue in the manner specified in the SEBI ICDR Master Circular, for delays in resolving investor grievances in relation to blocking/unblocking of funds, the Banker to the Issue (to the extent it is responsible for such delay) shall reimburse the Company for any direct or indirect compensation paid by the Company.

3.2.6.3 Each of the Bankers to the Issue shall act promptly and within the time periods specified in this Agreement, upon any written instructions of the BRLMs, the Company, and the Registrar, as applicable, including those referred to in Clauses 3.2.3.1, 3.2.3.2 and 3.2.4.1 in relation to amounts to be transferred from the Cash Escrow Accounts or the Public Issue Accounts or in relation to amounts to be refunded from the Refund Accounts prior to trading approvals or otherwise.

3.2.6.4 The BRLMs are hereby authorized to take such action in accordance with the terms of this Agreement as may be necessary in connection with the transfer of amounts from the Cash Escrow Accounts to the Public Issue Accounts and the Refund Accounts, as applicable.

3.2.6.5 Written instructions to the Refund Banks or the Sponsor Banks by the BRLMs, and/or the Company shall be communicated through electronic mail ("email").

4. DUTIES AND RESPONSIBILITIES OF THE REGISTRAR

4.1 The Parties hereto agree that, in addition to the duties and responsibilities set out in the Registrar Agreement, the duties and responsibilities of the Registrar shall include, without limitation, the following and the Registrar shall, at all times, carry out its obligations hereunder diligently and in good faith:

(a) The Registrar shall maintain at all times and for at least eight years from the date of listing and commencement of trading of the Equity Shares or such further period as may be prescribed under Applicable Laws, accurate physical and electronic records, in connection with the Issue, relating to the Bids and the Bid cum Application Forms submitted to it and received from the Syndicate, the Registered Brokers, the CDPs and CRTAs, or the SCSBs, as required under Applicable Laws and the Registrar Agreement,

and shall promptly supply such information to the Company and/or the BRLMs once requested.

(b) The Registrar shall be solely responsible for the correctness and the validity of the information relating to any refunds that is to be provided by the Registrar to the Issue to the Escrow Collection Banks or the Refund Banks, as the case maybe. The Registrar to the Issue shall also be responsible for the correctness and validity of the information provided for the purposes of approval of the 'Basis of Allotment' including data rejection of multiple applications as well as for refund to the Escrow Collection Banks or the Refund Banks, as the case maybe. The Registrar to the Issue shall ensure that, in case of issuance of any duplicate intimation for any reason, including defacement, change in bank details, tearing of intimation or loss of intimation, it will convey the details of such new intimation immediately to the Refund Banks and in any event before such intimation is presented to it for payment, failing which the Registrar to the Issue shall be responsible for any losses, costs, damages and expenses that the Refund Banks may suffer as a result of dishonour of such intimation or payment of duplicate intimations. The Registrar to the Issue shall also ensure that the refund banker details are printed on each refund intimation in accordance with the SEBI ICDR Regulations.

(c) The Registrar shall perform its duties diligently and in good faith under this Agreement, the Registrar Agreement and under Applicable Laws and shall provide in a timely manner, all accurate information to be provided by it under this Agreement, the Registrar Agreement and under the SEBI ICDR Regulations and any circulars issued by the SEBI, to ensure timely and proper approval of the Basis of Allotment by the Designated Stock Exchange, proper preparation of funds transfer schedule based on the approved Basis of Allotment, timely and proper Allotment and dispatch of refund intimations/refund through electronic mode without delay, including providing the Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks, with the details of the monies and any Surplus Amount required to be transferred to the Refund Accounts and the Refund Banks of the details with respect to the amount required to be refunded to the Bidders, all within 2 (two) Working Days from the Bid/ Issue Closing Date and extend all support for obtaining the final listing and trading approval for the Equity Shares from the Stock Exchanges within 3 (three) Working Days from the Bid/ Issue Closing Date or within such time prescribed by the SEBI. The Registrar to the Issue shall provide unique access to its website to the Escrow Collection Banks to enable them to upload and/or update the details of the applications received, applications under process and details of the applications dispatched for which instructions will be given to the Escrow Collection Banks separately. The Registrar shall be solely responsible and liable for any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement and Registrar Agreement and for any failure to communicate complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue BRLM and ensuring the effective redressal of such grievances.

(d) Without prejudice to the generality of the foregoing, the Registrar shall be responsible for and liable for any delays in supplying accurate information or processing refunds or for failure to perform its duties and responsibilities and/or obligation as set out in this Agreement, the SEBI ICDR Master Circular and the SEBI RTA Master Circular.

(e) The Registrar shall be solely responsible for the correctness and validity of the information provided for the purposes of reporting, including to SEBI and the Stock Exchange, and shall ensure that such information is based on authentic and valid documentation received from the Members of the Syndicate, Escrow Collection Banks, SCSBs, Sponsor Banks and Refund Banks, as applicable. Further, the Registrar shall ensure that letters, certifications and schedules, including final certificates, received from the Bankers to the Issue and the SCSBs are valid and are received within the timelines specified in consultation with the BRLMs. The Registrar to the Issue shall be solely responsible for promptly and accurately uploading information to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange.

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

(g) The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs, Escrow Collection Banks, Refund Banks and Sponsor Banks are valid and are received within the timelines specified under applicable regulations. The Registrar shall also be responsible for providing instructions, for the amounts to be transferred by SCSBs from ASBA Accounts to Public Issue Accounts, and the amounts to be un-blocked by SCSBs in ASBA account as well as the amounts to be transferred by the Escrow Collection Banks to the Public Issue Accounts or Refund Accounts, as the case may be.

(h) The Registrar agrees that at all times, the Escrow Collection Banks/Public Issue Account Banks/Refund Account Banks will not be responsible for any loss that occurs due to misuse of the scanned signatures of the authorized signatories of the Registrar.

(i) The Registrar agrees upon expiry/termination of this Agreement to (i) immediately destroy or deliver to the Escrow Collection Banks and the Refund Banks, without retaining any copies in either case all property of the Escrow Collection Bank and the Refund Banks and materials related to the refund orders, including all documents and any/all data which is in the possession/custody/control of the Registrar to the Issue, and (ii) shall confirm in writing that it has duly destroyed and/or returned all property of the Escrow Collection Banks and materials related to the refund to the Refund Banks all the documents and any/all data, held by it and which are in possession/custody/control of Registrar, to the Escrow Collection Banks and Refund Banks, respectively and confirm in writing to the Escrow Collection Banks and the Refund Banks that it has duly destroyed and/or returned all such property and materials in accordance with this clause.

4.2 The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement and the SEBI RTA Master Circular and SEBI ICDR Master Circular. The Registrar shall indemnify and hold harmless the other Parties hereto, including but not limited to their management, employees, advisors, representatives, agents, directors, successors, permitted assigns and Affiliates, in the manner provided in this Agreement, against any and all losses, claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees, etc., relating to or resulting from any delay or failure

to perform its duties and responsibilities as set out in this Agreement, Registrar Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue or any losses arising from difference or fluctuation in currency exchange rates, and expenses (including interest, penalties, attorney's fees, accounting fees and investigation costs) relating to or resulting from, including without limitation to the following:

(a) any delay, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement, the Registrar Agreement (including any amendments thereto), and any other document detailing the duties and responsibilities of the Registrar related to the Issue including, without limitation, against any fine or penalty imposed by SEBI or any other Governmental Authority, provided however that the Registrar shall not be responsible for any of the foregoing resulting, directly and solely, from a failure of any other Party in performing its duties under this Agreement on account of gross negligence or willful default as finally and conclusively determined by the court of competent jurisdiction;

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

(c) any claim by or proceeding initiated by Governmental Authority or other authority under any statute or regulation on any matters related to the transfer of funds by Escrow Collection Banks/Public Issue Account Banks/Refund Banks;

(d) rejection of Bids due to incorrect bank/branch account details and non-furnishing of information regarding the Bidder available with the Registrar to the Issue and wrongful rejection of Bids;

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

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

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

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

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

(j) any delay, default, error or failure and any loss suffered, incurred or borne, directly or indirectly, arising out of, resulting from or in connection with any failure by the Registrar to the Issue in acting on, or any delay or error attributable to the Registrar to the Issue in connection with, the returned NACH (if applicable)/NEFT/RTGS/direct

credit cases instructions, or other cases or instructions given by Escrow Collection Banks or the Refund Banks, including, without limitation, against any fine or penalty imposed by the SEBI or any other Governmental Authority or court of law;

(k) the encoding, decoding or processing of the returned NACH (if applicable) /NEFT/RTGS/direct credit cases/ instructions by the Escrow Collection Banks or the Refund Banks;

(l) failure by the Registrar to the Issue to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders in a timely manner based on the Basis of Allotment approved by the Designated Stock Exchange;

(m) failure by the Registrar to the Issue to perform any obligation imposed on it under this Agreement or otherwise;

(n) rejection of Bids on technical grounds; and

(o) any delay/error attributable to the Registrar to the Issue for returned NEFT/RTGS/direct credit cases or other cases or instructions given by Escrow Collection Banks or the Refund Banks.

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

4.4 The Registrar will coordinate with all the concerned parties to provide necessary information to the Escrow Collection Banks/Public Issue Account Banks/Refund Banks.

4.5 In relation to its activities, the Registrar shall, in a timely manner, provide to the BRLMs a report of compliance in the format as may be requested by the BRLMs, in order for them to comply with the Applicable Laws, including the reporting obligations under the SEBI UPI Circulars.

4.6 The Registrar to the Issue shall be responsible for submitting the bank-wise pending UPI applications for unblocking to SCSB's along with the allotment file on next Working Day following the finalisation of the Basis of Allotment as per the timelines prescribed under and in accordance with the SEBI ICDR Master Circular. The Allotment file shall include all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment/ cancelled/ withdrawn/ deleted applications etc. The Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of banks on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws).

4.7 The Registrar will provide the final allotment file prepared in relation to the Issue within such time as permitted under Applicable Laws and not later than 15 days from the end of the Bid/Issue Period. The Registrar shall ensure full reconciliation of collections in the Public Issue Accounts with the information and data available with them. The Registrar to the Issue, shall provide a certificate to the BRLMs and the Company confirming such reconciliation.

4.8 In order to ensure that the unblocking is completed within two (2) Working Days from the Bid/Issue Closing Date, the Registrar shall before the opening of the Issue, take up the matter

with the SCSBs at the appropriate level and confirm to the BRLMs as per the applicable SEBI UPI Circulars.

5. DUTIES AND RESPONSIBILITIES OF THE BRLMS

5.1 Other than as expressly set forth in the SEBI ICDR Regulations in relation to the ASBA Bids submitted to the BRLMs, no provision of this Agreement will constitute any obligation on the part of any of the BRLMs to undertake any obligation or have any responsibility or incur any liability in relation to the ASBA Bids procured by the Designated Intermediaries or Bids not procured by the BRLMs or the Syndicate Member.

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

(a) On the receipt of information from the Company, inform the Registrar, the Escrow Collection Banks/Public Issue Account Banks/Refund Banks/ the Sponsor Banks regarding the occurrence of any of the events mentioned in Clause 3.2.1.

(b) Prior to the Designated Date, the BRLMs shall intimate the Designated Date to the Bankers to the Issue.

(c) Instruct the Public Issue Account Banks of the details of the Issue Expenses to be retained in the Public Issue Accounts monies to be transferred from Public Issue Accounts towards the Issue Expenses in accordance with the terms herein and **Schedule V** and **Schedule VI - A** hereto, the Red Herring Prospectus and Applicable Laws.

5.3 The BRLMs shall not be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of other BRLMs or Syndicate Member (or agents of such other BRLM, including sub-syndicate members of such other BRLMs) or the Designated Intermediaries in connection with the Issue. The BRLMs shall, on issuing all instructions as contemplated under Clause 5.2, be discharged of all its obligations under this Agreement. The obligations, representations, warranties, undertakings, liabilities and rights of the BRLMs under this Agreement shall be several and not joint. The BRLMs shall be severally (and not jointly) responsible and liable for any failure to perform their respective duties and responsibilities as set out in this Agreement provided that the BRLMs shall, on issuing instructions to the Escrow Collection Banks, Public Issue Account Banks and the Registrar to the Issue in accordance with Clause 5.2 above, be fully discharged of their duties and obligations under this Agreement.

5.4 The BRLMs shall identify the non-adherence of timelines and processes during the period of three (3) Working Days from the Bid/Issue Closing Date as set out in the SEBI UPI Circulars and shall submit a report of compliance with activities as specified and, in the manner, and within the timelines stated in the SEBI UPI Circulars.

5.5 Notwithstanding anything to the contrary in this Agreement, each of the Parties hereby agree that no stamp, transfer, issuance, documentary, registration, or other taxes or duties are payable by the BRLMs in connection with the Allotment of the Equity Shares and that the BRLMs will not have any responsibility, obligation or liability whatsoever, directly or indirectly, with regard to any taxes, as applicable, or any similar obligation in relation to proceeds realized from the Issue.

5.6 Each of the Syndicate Members, severally and not jointly, represents and warrants that it has the requisite authority to enter into this Agreement and perform the obligations and that this Agreement has been validly executed and delivered by it and is a valid and legally binding obligation of such Syndicate Member.

6. DUTIES AND RESPONSIBILITIES OF THE ESCROW COLLECTION BANKS, PUBLIC ISSUE ACCOUNT BANKS, REFUND BANKS AND SPONSOR BANKS

6.1 Other than as expressly set forth in the SEBI ICDR Regulations and any other circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of the Bankers to the Issue to comply with the applicable instructions in relation to the application money blocked under the ASBA process or through the UPI Mechanism.

6.2 The Parties hereto agree that the duties and responsibilities of the Bankers to the Issue shall be as applicable, including, without limitation, the following:

(i) The duties and responsibilities of the Bankers to the Issue are as expressly set out in this Agreement. They shall act diligently, in good faith and also ensure compliance with relevant instructions/circulars issued by SEBI. Each of the Banker to the Issue shall at all times carry out their obligations hereunder diligently and in good faith and strictly in compliance with instructions delivered pursuant to this Agreement, as applicable, and in compliance with Applicable Laws;

(ii) The Escrow Collection Banks shall accept (i) payment relating to Bids from Anchor Investors directly from the Anchor Investors on the Anchor Investor Bidding Date and (ii) any amounts paid by the Underwriters or any other person pursuant towards any underwriting obligations under the Underwriting Agreement as are deposited by it in/transferred by it and that such transfers are made in accordance with the terms of this Agreement;

(iii) The Escrow Collection Banks shall ensure full reconciliation of collections in the Escrow Account, and it shall, provide a final certificate to the BRLMs and Registrar (with a copy to the Company) confirming such reconciliation.

(iv) The Escrow Bank must accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to the Anchor Investor Application Forms and the corresponding Bid Amounts deposited in relation to Bids by Anchor Investors;

(v) On the Anchor Investor Bidding Date, the Escrow Collection Banks shall provide to the BRLMs a detailed bank statement by way of e-mail every 30 minutes and as and when requested by the BRLMs.

(vi) The Escrow Collection Banks shall accept the credits by the Anchor Investors which are made only through NACH (if applicable) /RTGS/NEFT/direct credit on the Anchor Investor Bidding Date or from authorized persons towards payment of any amounts by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement;

(vii) In terms of the SEBI ICDR Master Circular, the controlling branch of the Escrow Collection Banks shall consolidate the electronic schedule of all branches, reconcile the amount received and send the consolidated schedule to the Registrar along with

the final certificate in this regard. The entries in this final certificate, including any subsequent modifications and/or deletions thereto, shall be dated and time stamped and shall be reckoned for verifying the compliance of the timelines set for the Escrow Collection Banks for various activities;

(viii) The Escrow Collection Banks shall not accept the Bid Amounts at any time later than the Anchor Investor Bidding Date, unless advised to the contrary by the Registrar and the other BRLMs. The Escrow Collection Banks shall keep a record of such Bid Amounts and shall promptly provide to the Registrar, details of the Bid Amounts deposited in the Cash Escrow Accounts and provide to the BRLMs details of the Bid Amounts and a statement of account balance, at the request of the BRLMs. This record shall be made available to the Registrar no later than 4:00 p.m. (IST) on the Anchor Investor Bidding Date. The entries in this record, including any subsequent modifications and/or deletions thereto, shall be dated and time stamped and shall be reckoned for verifying the compliance of the timelines set for the Escrow Collection Banks for various activities and the Escrow Collection Banks agrees that they shall be responsible for any inaccurate data entry and shall solely bear any liability arising out of any such inaccurate data entry. The Escrow Collection Banks shall not accept Bid Amounts at any time later than the Anchor Investor Pay-in Date. The Escrow Collection Banks shall keep a record of such Bid Amounts. The Escrow Collection Banks shall provide updated statements of the Cash Escrow Accounts in relation to the Bid Amounts submitted by Anchor Investors on the Anchor Investor Bidding Date at intervals of 30 (thirty) minutes or such other time as may be requested by the BRLMs;

(ix) On the Designated Date, the Escrow Collection Banks shall on receipt of written instructions in this regard from the Registrar and the BRLMs, transfer the monies in respect of successful Bids to the Public Issue Accounts and the Surplus Amount to the Refund Accounts in terms of this Agreement and Applicable Laws. The Escrow Collection Banks should ensure that the entire funds in the Cash Escrow Accounts are either transferred to the Public Issue Accounts or the Refund Accounts and appropriately confirm the same to the Registrar and BRLMs (with a copy to the Company), and shall make the payment of such amounts within one (1) Working Day of receipt of such instructions in accordance with the Red Herring Prospectus.

(x) In the event of a failure of the Issue, and upon written instructions regarding the same and not later than 1 (one) Working Day of receipt of intimation from the BRLMs, the Escrow Collection Banks shall forthwith transfer any funds standing to the credit of the Cash Escrow Accounts to the Refund Accounts and the Refund Banks shall make payments in accordance with Clause 3.2.1.3 of this Agreement.

(xi) On the Designated Date, the Escrow Collection Banks shall transfer all amounts to be refunded to unsuccessful Bidders and the Surplus Amounts paid on bidding to the Refund Accounts for the benefit of the Bidders entitled to a refund as per instruction provided by the Registrar. In respect of any Surplus Amount, unsuccessful or partially successful Bids, the Refund Banks shall continue to hold these monies for the benefit of the Bidders for and on behalf of the Bidders and not exercise any lien or encumbrance over the monies deposited therein until the refund instructions are given by the Registrar and the BRLMs jointly (with a copy to the Company), and shall make the payment of such amounts within one (1) Working Day of receipt of such instructions in accordance with the Red Herring Prospectus. In the event of a failure to obtain listing and trading approvals for the Equity Shares after the funds are transferred to the Public Issue Accounts and upon the receipt of written instructions

from the BRLMs, the Public Issue Account Banks shall forthwith transfer the amounts held in the Public Issue Accounts to the Refund Accounts and the Refund Banks shall make payments in accordance with Clause 3.2.2 of this Agreement.

(xii) The Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks, in their respective capacities, shall not exercise any lien, encumbrance or other rights over the moneys deposited with them or received for the benefit of the Cash Escrow Accounts or Public Issue Accounts or the Refund Accounts, as the case may be, and shall hold the monies therein in trust for the Beneficiaries as specified in this Agreement. The Escrow Collection Banks, the Public Issue Account Banks and the Refund Banks shall not have any right to set off such amount or any other amount claimed by the Escrow Collection Banks, the Public Issue Account Banks or the Refund Banks, respectively, against any person, including by reason of non-payment of charges or fees to the Escrow Collection Banks, Public Issue Account Banks or the Refund Banks, as the case may be, for any reason whatsoever. In respect of any Surplus Amount, unsuccessful or partially successful Bids, the Refund Banks shall continue to hold these monies in trust for and on behalf of the Bidders and not exercise any charge, lien or other encumbrance over such monies deposited until the refund instructions are given by the Registrar and BRLMs (with a copy to the Company), and shall make the payment of such amounts within 1 (one) Working Day of receipt of such instructions in accordance with the Red Herring Prospectus and the Prospectus.

(xiii) The Escrow Collection Banks shall deliver on a timely basis, the final certificates along with the relevant schedules in respect of Bid amounts received from Anchor Investors to the Registrar at the end of the Anchor Investor Bidding Date, or such other later date as may be communicated to them by the BRLMs in consultation with the Registrar and in no case later than the Anchor Investors Pay-in Date specified in the CAN. The Escrow Collection Banks and the Sponsor Banks shall ensure that the final certificates issued are valid. This final certificate shall be made available to the Registrar as per the SEBI UPI Circulars, in accordance with Applicable Laws.

(xiv) The Escrow Collection Banks, the Public Issue Account Banks, the Sponsor Banks and the Refund Banks shall also perform all the duties enumerated in their respective letters of engagement and in the event of any conflict between the provisions of their respective letters of engagement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(xv) The Bankers to the Issue shall cooperate with each Party in addressing investor complaints, as applicable, and in particular, with reference to steps taken to redress investor complaints relating to refunds or unblocking of funds and it will expeditiously resolve any investor grievances referred to it by any of the Company, the BRLMs or the Registrar to the Issue, provided however that in relation to complaints pertaining to blocking and unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint by the Banker to the Issue.

(xvi) So long as there are any sums outstanding in the Refund Accounts for the purpose of refunds, the Refund Banks shall be responsible for ensuring that the payments are made to the authorised persons as per the instructions received from the Registrar and Applicable Laws. The Refund Banks shall ensure that no request/instructions for payment of refunds shall be delayed beyond a period of 1 (one) Working Day from

the date of receipt of the request/instructions for payment of refunds and shall expedite the payment of refunds.

(xvii) The Escrow Collection Banks and the Sponsor Banks shall maintain accurate and verifiable records of the date and time of forwarding bank schedules, final certificates, as applicable to the Registrar.

(xviii) Bidders having their bank accounts with the Refund Banks and who have provided details in relation to such accounts in the relevant Bid cum Application Form shall be eligible to receive refunds, if any, through mode of refund allowed under the Preliminary Offering Memorandum, the Offering Memorandum and the SEBI ICDR Regulations;

(xix) The Escrow Collection Banks agrees that, in terms of the SEBI ICDR Master Circular, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Banks confirms that it shall not accept any Bid cum Application Form or payment instruction relating to any ASBA Bidder from the Members of the Syndicate/ sub-syndicate members or other Designated Intermediaries in its capacity as Escrow Collection Banks and from the Underwriters in case underwriting obligations are triggered pursuant to the Underwriting Agreement. The Escrow Collection Banks shall strictly follow the instructions of the BRLMs and the Registrar in this regard.

(xx) The Escrow Collection Banks shall ensure that the details provided in the bank schedule are accurate. The Escrow Collection Banks shall forward such details to the Registrar in electronic mode on a timely basis. The Escrow Collection Banks further agrees that it shall be responsible for any inaccurate data entry and shall solely bear any liability arising out of any such inaccurate data entry.

(xxi) Each of the Bankers to the Issue further agrees that it will expeditiously resolve any investor grievances in relation to their responsibilities as per this Agreement and/ or the Issue Documents, referred to it by any of the Company, the BRLMs or the Registrar, provided however that, in relation to complaints pertaining to refunds/block/unblock of funds, investor complaints shall be resolved on the date of receipt of the complaint by the respective Banker to the Issue, as the case may be.

(xxii) The Escrow Collection Banks, the Public Issue Account Banks and, the Refund Banks, as the case may be, agree that the Cash Escrow Accounts, Public Issue Accounts and Refund Accounts, as applicable, opened by them shall be no lien, non-interest bearing accounts;

(xxiii) The Refund Banks confirms that they have the relevant technology/processes to ensure that refunds made pursuant to the failure of the Issue as per Clause 3.2.1, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Collection Banks as per the instruction received from the Registrar and, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and Applicable Laws. Further, the Escrow Collection Banks shall immediately and not later than 1 (one) Working Day from the date of notice by the BRLMs under Clause 3.2.1.2, provide the requisite details to the Registrar/Refund Banks and BRLMs and provide all necessary support to ensure such refunds are remitted to the correct applicant.

(xxiv) The Escrow Collection Banks/Public Issue Account Banks, the Refund Banks and the Sponsor Banks shall be responsible for discharging activities pursuant to this Agreement and the Applicable Laws and shall also be liable for omissions and commissions of such responsibilities under this Agreement and Applicable Laws.

(xxv) No implied duties or obligations shall be read into this Agreement against the Escrow Collection Banks/Public Issue Account Banks/Refund Banks and Sponsor Banks. The Escrow Collection Banks shall further not be bound by the provisions of any other agreement between the other parties to this Agreement to which it is not a party, save and except this Agreement.

(xxvi) The Bankers to the Issue shall act *bona fide* and in good faith, in pursuance of the written instructions of, or information provided by, the Registrar, the BRLMs or the Company, as the case may be in accordance with the annexures and schedules of the agreement. The Escrow Collection Banks, Public Issue Account Banks and the Refund Banks shall act promptly on the receipt of such instructions or information, within the time periods specified in this Agreement. The Escrow Collection Banks, the Public Issue Account Banks or the Refund Banks shall not in any case whatsoever use the amounts held in the Cash Escrow Accounts and/or the Public Issue Accounts and/or the Refund Accounts to satisfy any indemnity or liability contemplated in this Clause, incurred by them.

(xxvii) The Escrow Collection Banks, Public Issue Account Banks and the Refund Banks will be entitled to act on instructions received from the BRLMs and/or the Registrar pursuant to this Agreement in accordance with Clause 14 and Clause 15 of this Agreement after due authentication of the signatures on the instructions with the specimen signatures. The Escrow Collection Banks shall act promptly on the receipt of such information/instruction within the time periods specified in this Agreement and under Applicable Laws. If any of the instructions are not in accordance with or not in the form set out in this Agreement, the Escrow Collection Banks, Public Issue Account Banks and Refund Banks shall immediately notify the Company, and each of the BRLMs. In cases where the Banker to the Issue receives instructions which are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action until the issue is resolved by the Company and each of the BRLMs and till the time fresh instruction in accordance with this Agreement is issued.

(xxviii) The Escrow Collection Banks shall support the Company in making any regulatory filings in accordance with the foreign exchange laws in India, as maybe required and promptly provide any documents as required by the Company in this regard.

(xxix) The Escrow Collection Banks shall not be precluded by virtue of this Agreement (and neither shall any of its directors, officers, agents and employees or any company or persons in any other way associated with it be precluded) from entering into or being otherwise interested in any banking, commercial, financial or business contacts or in any other transactions or arrangements with the other Parties or any of their affiliates provided that such transactions or arrangements (by whatever name called) will (i) not be contrary to the provisions of this Agreement; (ii) not interfere in the Escrow Collection Banks discharging its obligations under this Agreement; and (iii) not pose a conflict of interest for the Escrow Collection Banks, in any manner whatsoever.

6.3 The Sponsor Banks hereby undertakes and agrees that they shall perform all their respective duties and responsibilities as enumerated in the SEBI UPI Circulars, and shall include without limitation the following and shall ensure the following:

(i) it, at all times, carry out their obligations hereunder diligently and in good faith and strictly in compliance with written instructions delivered pursuant to this Agreement and in accordance with SEBI ICDR Regulations and Applicable Laws;

(ii) it shall provide the UPI linked bank account details of the relevant UPI Bidders Bidding through UPI Mechanism to the Registrar for the purpose of reconciliation;

(iii) it shall carry out adequate testing with stock exchanges prior to opening of the Issue to ensure that there are no technical issues;

(iv) it shall act as a conduit between the Stock Exchanges and the NPCI in order to push the UPI Mandate Requests and / or payment instructions of the UPI Bidders into the UPI. Notwithstanding the above, if any of the Sponsor Banks is unable to facilitate the UPI Mandate requests and/ or payment instructions from the UPI Bidders into the UPI for any of the Stock Exchanges for any technical reason, the other Sponsor Bank(s) will facilitate the handling of UPI Mandate requests with respect to the Stock Exchanges in accordance with this Agreement (including instructions issued under this Agreement), the Preliminary Offering Memorandum and the Offering Memorandum;

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

(vi) it shall send the final certificate (reconciliation file) (confirmation of funds blocked) to the Registrar (which shall include UPI linked bank account details of the respective UPI Bidders), through the respective Stock Exchanges, not later than 9:30 p.m. I.S.T. on the Bid/ Issue Closing Date or within the time as may be prescribed under the SEBI UPI Circulars;

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

(viii) it shall provide a confirmation to the Registrar once the funds are credited from the UPI Bidders bank account to the Public Issue Accounts;

(ix) in cases of Bids by UPI Bidders using the UPI Mechanism, the Sponsor Banks shall inform the respective Stock Exchanges that the UPI ID mentioned in the Bid details, shared electronically by such Stock Exchange, is not linked to a bank account which is UPI 2.0 certified;

(x) it shall be responsible for discharging its respective activities pursuant to the SEBI ICDR Regulations and any other applicable law, rule, regulation or direction issued by the

SEBI, including, to the extent applicable, the SEBI ICDR Master Circular and the SEBI UPI Circulars and shall also be liable for omissions and commissions of such responsibilities under this Agreement;

(xi) it shall download the mandate related UPI settlement files and raw data files from NPCI portal on daily basis and shall undertake a three-way reconciliation with its UPI switch data, exchange data and the UPI raw data;

(xii) it shall process all the incoming Bid requests from NPCI and shall send the response to NPCI in real time;

(xiii) it shall undertake a reconciliation of Bid responses received from NPCI and sent to the Stock Exchanges and shall ensure that all the responses received from NPCI are sent to the Stock Exchanges platform with detailed error code and description and shall send the response to NPCI in real time, if any;

(xiv) it shall undertake a final reconciliation of all Bid requests and responses in accordance with the SEBI UPI Circulars with the BRLMs in order to enable the BRLMs to share such report with SEBI within the timelines specified in the SEBI UPI Circulars;

(xv) it shall ensure that reconciliation steps to be done on daily basis (for UPI Mandates) is strictly adhered to in accordance with the SEBI UPI Circulars;

(xvi) it shall initiate UPI Mandate Requests on the relevant UPI Bidders, for blocking of funds equivalent to the Bid Amount, through NPCI, with their respective bank accounts basis the Bid details shared by the respective Stock Exchanges on a continuous basis, within the Bid/ Issue Period. It shall also be responsible for initiating the UPI Mandate Requests in the mobile application for Bids through UPI Mechanism and renew UPI Mandate Request in case of revision of Bid by the UPI Bidders through UPI Mechanism;

(xvii) it shall share on a continuous basis updated information regarding the status of the block requests with the respective Stock Exchanges, for the purpose of reconciliation on the next Working Day after the Bid/Issue Closing Date, it will initiate request for blocking of funds to the UPI Bidders, with confirmation within cut-off time or such other time as may be prescribed under the Applicable Laws and shall ensure that all the Bids received from the Stock Exchange are sent to NPCI;

(xviii) it shall, in case of revision of Bid, ensure that revised UPI Mandate Request is sent to the relevant UPI Bidder;

(xix) it shall initiate request for the blocking of funds to the relevant UPI Bidders, within the specified time as per Applicable Laws and prescribed procedure in this regard;

(xx) upon acceptance of the UPI Mandate Requests by the relevant UPI Bidder in his relevant mobile application, it will ensure the blocking of funds in the relevant UPI Bidder's bank account linked with his UPI ID, through the NPCI and the bank with whom such bank account of the relevant UPI Bidder is held;

(xxi) it shall execute the online mandate revoke file for non-allottees/ partial Allottees and provide pending applications for unblock, if any, to the Registrar, not later than 5 pm

one Working Day after the Basis of Allotment or within timelines prescribed in the SEBI ICDR Master Circular;

(xxii) it shall, in accordance with the SEBI RTA Master Circular, send detailed statistics of mandate blocks/unblocks, performance of applications and UPI handles, down-time/network latency, if any, across intermediaries and details of any such processes which may have an impact/bearing on the Bidding process to the e-mail address of closed user group ("**CUG**") entities periodically in intervals not exceeding three hours. In case of exceptional events such as technical issues with UPI handles, payment service providers, third party application providers or SCSBs, these technical issues shall be intimated immediately to the CUG entities so as to facilitate the flow of information in the Issue process. The Sponsor Banks shall obtain the relevant information from the Stock Exchanges and BRLMs for the development of the automated web portal, prior to the Bid/Issue Opening Date;

(xxiii) it shall provide confirmations of no pending complaints pertaining to block/unblock of UPI Bids and completion of unblocking to the BRLMs in the manner and it shall on the next Working Day after the Bid/Issue Closing Date and not later than such time as may be specified under the SEBI UPI Circulars, after the closure of modification and mandate acceptance by Bidders, share the final consolidated data with the BRLMs in order to enable the BRLMs to share such data to SEBI within the timelines specified in the SEBI UPI Circulars and the error description analysis report (if received from NPCI) with the BRLMs in order to enable the BRLMs to share such report to SEBI within the timelines as specified in the SEBI UPI Circulars or as requested by SEBI;

(xxiv) after the approval of the Basis of Allotment by the Designated Stock Exchange and upon receipt of instructions from the Registrar in writing, they shall give debit instructions and ensure transfer of funds (equivalent to the Allotments received) from the respective accounts of the relevant UPI Bidders, linked with their UPI IDs, to the Public Issue Accounts and to unblock the excess funds in the relevant UPI Bidder's bank account in accordance with the prescribed time frame under SEBI UPI Circulars;

(xxv) it shall provide a confirmation to the Registrar once the funds are credited from the relevant UPI Bidder's bank account to the Public Issue Accounts;

(xxvi) it shall host a web portal for intermediaries (closed user group) from the Bid/Issue Opening Date till the date of listing of the Equity Shares with details of statistics of mandate blocks/unblocks, performance of Apps and UPI Handles, down-time/network latency (if any) across intermediaries and any such processes having an impact/bearing on the IPO bidding process. The requisite information on this automated portal shall be updated periodically in intervals not exceeding two hours. On the Bid/Issue Closing Date, after the closure of Issue, they shall share the consolidated data with the BRLMs in accordance with the SEBI UPI Circulars, in order to enable the BRLMs to share the consolidated data as on Bid/Issue Closing Date (data obtained on daily basis as specified in this Clause) to SEBI within the timelines as specified in the SEBI UPI Circulars or as requested by SEBI;

(xxvii) it shall provide all reasonable assistance to the BRLMs in order for the BRLMs to comply with the provisions of the SEBI ICDR Master Circular;

(xxviii) it agrees and acknowledges that the provisions of the SEBI UPI Circulars shall be deemed to be incorporated in this Agreement to the extent applicable; and

(xxix) it shall in coordination with NPCI, share the data points set out in Annexure B of the SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, and other SEBI UPI Circulars with the Registrar.

6.4 The Banker to the Issue agrees that the Cash Escrow Accounts, Public Issue Accounts and Refund Accounts, as applicable, opened by it shall be no lien and non-interest bearing accounts and shall be operated in accordance with RBI circular dated May 2, 2011 (A. P. (DIR Series) circular no. 58) and other Applicable Laws.

6.5 The Bankers to the Issue shall act upon any written instructions of (i) the BRLMs intimating occurrence of the relevant events contemplated in Clause 3.2.1.1 of this Agreement; and (ii) the Registrar and the BRLMs in relation to amounts to be transferred and/or refunded from the Cash Escrow Accounts.

6.6 The Company will make payment only to the Sponsor Bank. The Sponsor Banks shall be responsible for making payments to the third parties such as remitter banks, NPCI, as applicable, and the banks where the accounts of the Bidders, linked to their UPI ID, are held and such other parties as required in connection with the performance of its duties under the SEBI ICDR Master Circular, this Agreement and other Applicable Laws.

6.7 In the event all or any of the amounts placed in the Cash Escrow Accounts, the Refund Accounts or the Public Issue Accounts shall be attached, garnished or levied upon pursuant to any court order, or the delivery thereof shall be stayed or enjoined by a court order, or any other order, judgment or decree shall be made or entered by any court of competent jurisdiction affecting the Cash Escrow Accounts, the Refund Accounts or the Public Issue Accounts, or any part thereof, or any act of the Escrow Collection Banks, the Refund Banks or the Public Issue Account Banks, as the case may be, the Escrow Collection Banks, the Refund Banks or the Public Issue Account Banks agree to promptly notify all the Parties.

6.8 In respect of any communications that are to be provided by the Parties to the Escrow Collection Banks in accordance with this Agreement, the Escrow Collection Banks shall be entitled to rely upon the contents of such communications as being true and the Escrow Collection Banks shall not be liable to any Party in the event of the contents of such communications being false or incorrect in any manner whatsoever.

6.9 Subject to Clause 6.2 above, the Parties agree that Escrow Collection Banks is acting in its capacity as an escrow agent only and shall not be deemed to act as a trustee or as an adviser to the Parties in the performance of its obligations under the Agreement.

6.10 The Escrow Collection Banks shall not act in contravention of any Applicable Laws, including SEBI circular number SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86 dated June 11, 2025.

6.11 The Bankers to the Issue, will be entitled to act on instructions received from the BRLMs, the Company and/or the Registrar pursuant to this Agreement through e-mail, notwithstanding the fact that the signatures on the e-mail instructions cannot be authenticated, if the respective Banker to the Issue, has verified the authenticity of the instructions with the BRLMs and/or the Registrar, and has obtained a clear and legible copy of the instructions within one (1) Working Day.

6.12 The Bankers to the Issue shall act *bona fide* and in good faith, in pursuance of the written instructions of, or information provided in terms of this Agreement. The Bankers to the Issue shall act promptly on the receipt of such instructions or information, within the time periods

specified in this Agreement. In the event the Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks or the Sponsor Banks, cause delay or failure in the implementation of any such instructions or the performance of their obligations set forth herein, they shall be liable for such compensation as may be decided by the BRLMs in their capacity as the nodal entity in terms of the SEBI ICDR Master Circular (as applicable) and in accordance with this Agreement for such damages, costs, charges, liabilities and expenses (including fees paid to any advisors, costs of investigation, etc.) resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company, the BRLMs or the Registrar, by any Bidder or any other person or any fine or penalty imposed by the SEBI or any other regulatory authority or court of law. The Escrow Collection Banks, the Public Issue Account Banks or the Refund Banks shall not in any case whatsoever use the amounts held in the Cash Escrow Accounts and/or the Public Issue Accounts and/or the Refund Accounts to satisfy this indemnity.

6.13 The Bankers to the Issue agree and acknowledge that the provisions of the SEBI UPI Circulars and SEBI ICDR Master Circular shall be deemed to be incorporated in the deemed agreement between the Parties and the SCSBs, to the extent applicable.

6.14 The Sponsor Banks shall take relevant steps to ensure unblocking of funds/incorrect debits within the time frame stipulated under the SEBI UPI Circulars and shall coordinate with NPCI/Stock Exchanges on priority, in case of any complaint with respect to unblocking/incorrect debits. The Sponsor Banks shall communicate the status of such complaints to the Company, and the BRLMs until such complaints are resolved.

6.15 Except as set out in this Agreement, any act to be done by the Escrow Collection Banks, the Public Issue Account Banks and/or the Refund Banks shall be done only on a Working Day, during Banking Hours and in the event that any day on which any of the Escrow Collection Banks, the Public Issue Account Banks and/or the Refund Banks is required to do act under this Agreement is a day on which banking business is not, or cannot for any reason be conducted, then the Escrow Collection Banks, the Public Issue Account Banks and/or the Refund Banks shall do such acts on the next succeeding Working Day.

6.16 The Escrow Collection Banks (to the extent it is an SCSB) and the Sponsor Banks (for co-ordination with relevant SCSBs) shall reimburse the BRLMs and the Company (if applicable) for any direct or indirect compensation paid by the BRLMs and the Company (as applicable) to the Bidders in relation to the Issue in the manner specified in the SEBI ICDR Master Circular including for delays in resolving investor grievances in relation to blocking/unblocking of fund.

6.17 Notwithstanding anything contained in this Agreement, the Banker to the Issue shall make the transfer of funds only upon the receipt of requisite instructions from the BRLMs and /or Company under this Agreement.

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

7.1 The duties of the Company shall be as set out below:

(a) it shall take all necessary steps for the completion of necessary formalities for listing and commencement of trading of the Equity Shares on the Stock Exchanges within 3 (three) Working Days of the Bid/ Issue Closing Date, or any other time period prescribed under Applicable Laws.

(b) it, along with the Sponsor Banks, Registrar to the Issue and with the assistance of the Syndicate, shall redress all Issue related grievances to the satisfaction of the BRLMs and in compliance with Applicable Laws, arising out of any Bid.

(c) It shall, within one Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto, prepare and deliver the requisite stationery for printing of refund intimations to the Registrar's office, who in turn shall immediately dispatch such intimations to the respective Bidders and in any event no later than the time period specified in this regard in the Preliminary Offering Memorandum and the Offering Memorandum.

(d) it shall make the RoC Filing, within the timelines prescribed by Applicable Laws, and shall intimate the BRLMs and the Registrar of the date of the RoC Filing immediately thereafter.

7.2 The Company hereby agrees that the aggregate amount of commission payable to the Registered Brokers in relation to the Issue as calculated by the Registrar in terms of the Syndicate Agreement shall be deposited by the Company with the Stock Exchanges prior to the receipt of the final listing and trading approvals. The final payment of commission to the Registered Brokers shall be made by the Stock Exchanges.

8. TIME IS OF THE ESSENCE

The Parties hereto agree that time is of the essence in respect of the performance by each of the Parties' respective duties, obligations and responsibilities under or pursuant to this Agreement. If any time period specified in this Agreement is extended by mutual agreement between the Parties, such extended time shall also be of the essence.

9. REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS

9.1 The Company hereby represents, warrants, undertakes and covenants, as of the date hereof and as on the date of the RHP, the Bid/Issue Opening Date, the Bid/Issue Closing Date, the Prospectus, Allotment and commencement of trading of the Equity Shares on the Stock Exchanges that:

(a) This Agreement has been duly authorized, executed and delivered by the Company and consequently is and will be a valid and legally binding instrument, enforceable against the Company in accordance with its terms, and the execution and delivery by the Company of, and the performance by the Company of its obligations under this Agreement does not and will not conflict with, result in a breach or violation of, or contravene (i) any provision of Applicable Laws; or (ii) the constitutional documents of the Company; or (iii) any agreement, indenture, mortgage, deed of trust, loan or credit arrangement, note or other instrument to which the Company and Material Subsidiary are a party or by which any of the Company and Material Subsidiary may be bound, or to which any of the Company's or Material Subsidiary's property or assets is subject (or result in the acceleration of repayments or the imposition of any pre-emptive rights, liens, mortgages, charges, pledges, security interests, defects, claim, trusts or any other encumbrance or transfer restrictions, both present and future ("**Encumbrances**") on any property or assets of the Company and the Material Subsidiary, or any Equity Shares or other securities of the Company). No consent, approval, authorization or order of, or qualification with (if any), any Governmental Authority is required by the Company for the performance by the Company of its

obligations under this Agreement, except such as have been obtained or shall be obtained prior to the completion of the Issue;

(b) The Company shall not create any Encumbrance over the Cash Escrow Accounts, the Public Issue Accounts, Refund Accounts or the monies deposited therein; and

(c) The Company, agrees and undertakes that it shall not access the money raised in the Issue until receipt of final listing and trading approvals of Equity Shares from the Stock Exchanges until which time all monies received shall be kept in Public Issue Accounts.

9.2 The Registrar, Escrow Collection Banks / Public Issue Account Banks/ Refund Banks/ Sponsor Banks, in their respective capacities, represent, warrant, undertake and covenant (severally and not jointly) to the other Parties, as of the date hereof, and as of the dates of Red Herring Prospectus, Prospectus, Allotment and date of listing and commencement of trading of Equity Shares that:

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

(b) The execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and the assignment does not violate, or constitute a breach of, (a) any respective Applicable Laws, (b) their respective constitutional documents, or (c) any provisions of, or constitute a default under, any other agreement or instrument or undertaking, respectively, to which it is a party or which is binding on them or any of their respective assets or to which any of its property or assets is subject or which may result in imposition of any Encumbrances and no consent, approval, authorization or order of, or qualification with, any Government Authority is required for the performance by them of their respective obligations under this Agreement, except as has been obtained or shall be obtained prior to completion of the Issue or (d) or any judgement, decree of any governmental or regulatory body, administrative agency, arbitrator or court or other authority having jurisdiction over it and it has been granted a UPI certification as specified in the UPI Circulars with NPCI and such certification is valid as on date and it is in compliance with the terms and conditions of such certification; and

(c) No mortgage, charge, pledge, lien, security interest, defects, claims, trust, or any other security interest or other encumbrance shall be created or exist over the Cash Escrow Accounts, the Public Issue Accounts, Refund Accounts or the monies deposited therein.

9.3 Each of the Sponsor Banks specifically represents, warrants, undertakes and covenants to the other Parties, as of the date hereof, and as of the dates of Red Herring Prospectus, Prospectus, Allotment and date of listing and commencement of trading of Equity Shares, to the parties, that:

(a) It has been registered with the SEBI as a 'banker to an issue' in terms of the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994 and have been granted a UPI certification as specified in the SEBI ICDR Master Circular with NPCI and such certification is valid as on date and in existence until completion of the Issue, and it is in compliance with the terms and conditions of such certification;

(b) It has conducted a mock trial run of the systems necessary to undertake its respective obligations as a Sponsor Bank, as specified by the SEBI ICDR Master Circular, the SEBI UPI Circulars and other Applicable Laws, with the Stock Exchanges and the Registrar and transfer agents and no consent, approval, authorization or order of, or qualification with, any Governmental Authority is required for the performance of its obligations under this Agreement, except as has been obtained;

(c) its information technology systems, equipment and software (i) operate and perform in all material respects in accordance with their documentation and functional specifications; (ii) have not materially malfunctioned or failed in the past, including in the course of discharging obligations similar to the ones contemplated herein; (iii) are free of any viruses, or other similar undocumented software or hardware components that are designed to interrupt use of, permit unauthorized access to, or disable, damage or erase, any software material to the business of the Sponsor Bank; and (iv) are the subject of commercially reasonable backup and disaster recovery technology processes consistent with industry standard practices;

(d) it has certified to SEBI about its readiness to act as a sponsor bank and for inclusion of its name in SEBI's list of sponsor banks, as per the format specified in the SEBI ICDR Master Circular and the SEBI UPI Circulars and that there have been no adverse occurrence that affect such confirmation to the SEBI; and

(e) it is compliant with Applicable Laws and has in place all necessary infrastructure and facilities in order for it to undertake their obligations as a sponsor bank, in accordance with this Agreement, the SEBI UPI Circulars (including the SEBI ICDR Master Circular) and Applicable Laws.

9.4 Each of the Bankers to the Issue represents, warrants, undertakes and covenants for itself to the BRLMs and the Company, as of the date hereof, and as of the dates of Red Herring Prospectus, Prospectus, Allotment and date of listing and commencement of trading of Equity Shares that it is a scheduled bank as defined under the Companies Act and that SEBI has granted it a 'Certificate of Registration' to act as Banker to the Issue in accordance with the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended or clarified from time to time, and such certificate is and, until completion of the Issue, will be valid and in existence and that the Escrow Collection Banks / the Public Issue Account Banks/ Refund Banks/ Sponsor Banks, in their respective capacities shall and, until completion of the Issue, will be entitled to carry on business as Banker to the Issue under the Securities and Exchange Board of India Act, 1992 and other Applicable Laws. Further, each of the Bankers to the Issue confirms that it has not violated any of the conditions subject to which such registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI or any other regulatory authority or Governmental Authority which will affect the performance of its obligations under this Agreement and that it is not debarred or suspended from carrying on any activities by SEBI or any other regulatory or judicial authority or Governmental Authority such that such debarment or suspension will affect the performance prevent it from performing its obligations under this Agreement. Further, all consents, approvals and authorizations (if any) required to be obtained by it for the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained. It shall abide by the SEBI ICDR Regulations, any rules, regulation or by-laws of the Stock Exchanges, code of conduct stipulated in the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994, as amended, and the terms and conditions of this Agreement.

9.5 The Escrow Collection Banks confirms that it shall identify the branches for collection of application monies, in conformity with the guidelines issued by SEBI from time to time.

9.6 Each of the Banker to the Issue further represents and warrants, on behalf of itself to the BRLMs and the Company on behalf of itself that it has the necessary competence, facilities and infrastructure to act as an Escrow Collection Banks, Public Issue Account Banks, Refund Banks or Sponsor Banks, as the case may be and discharge their respective duties and obligations under this Agreement.

9.7 None of the Parties shall be held liable or responsible for any failure or delay in performance of their duties under this Agreement caused by any circumstances beyond its control, such as acts of God, orders or restrictions imposed by any Governmental Authority, court order, war or warlike conditions, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots or civil disturbance, terrorist act, military action, failure of any money transmission or payment gateway or core banking systems, looting, strikes, earthquakes, fires or accidents (collectively, "**Force Majeure**"), provided that, it shall have acted diligently in limiting the effects of the Force Majeure event. Upon the occurrence of any event or condition of Force Majeure which affects its performance, the affected Party, shall, as soon as is reasonably possible, notify the other Parties of the nature of the event or condition, the effect of the event or condition on the performance of the affected Party, and, on a best-efforts basis, the estimated duration of the event or condition. The affected Party shall also notify the other Parties immediately upon cessation of or changes in the event or condition constituting Force Majeure. However, for the sake of clarity it is mentioned herein, that, in case the Force Majeure event goes on for a period of thirty (30) calendar days continuously, then, the Parties not affected by the Force Majeure event shall have the right to forthwith terminate this Agreement without any continuing obligation or liability to the Force Majeure affected Party and will be required to appoint a successor Party in place of the Force Majeure affected Party.

10. INDEMNITY

10.1 In the event any of the Bankers to the Issue causes any delay or failure in the implementation of any instructions as per the terms of this Agreement or any breach or alleged breach, negligence, fraud, bad faith, misconduct or default in respect of its respective obligations or representations, warranties, covenants, undertakings, set forth herein, it shall be liable for any and all claims, delays, losses, actions, causes of action, suits, proceedings, demands, liabilities, claims for fees, damages (including reputational damage), costs, interest costs, charges, penalties, misappropriations, and expenses (including without limitation, interest, penalties, attorneys' fees, accounting fees, losses arising from difference or fluctuation in exchange of currencies) resulting from such delay or failure or such breach or alleged breach, negligence, bad faith, fraud, misconduct or default.

10.2 Each of the Bankers to the Issue hereby agrees to indemnify and hold harmless, and shall keep, the Company, the BRLMs, the Syndicate Member, the Registrar, their respective Affiliates, Sub Syndicate Members, if any, and their respective management, managers, directors, officers, shareholders, employees, representatives, agents, partners, sub-syndicate members, successors, advisors, sub syndicate member, permitted assigns, any branches, associates, controlling persons, their respective Affiliates, and any persons who controls or is under common control with, or is controlled by any of the BRLMs within the meaning of Indian laws ("**Indemnified Parties**"), fully indemnified and hold harmless at all times and at its own cost and against any and all delay, claims, actions, causes of action, suits, demands, damages, proceedings of whatever nature made, suffered or incurred, including without limitation any legal or other fees and expenses incurred in connection with investigating, disputing,

preparing or defending any actions, claims, suits, allegation, investigation, inquiry or proceedings (including reputational losses), liabilities, claims for fees, costs, charges and expenses (including interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs), loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default in performing the duties and responsibilities (including any non-compliance with the SEBI circular no. SEBI/HO/DEPA-II/DEPA-II_SRG/P/CIR/2025/86 dated June 11, 2025) by the Escrow Collection Banks/Public Issue Account Banks/Refund Banks/ Sponsor Banks, or losses from such actions and proceedings or awards of whatever nature made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions, claims, suits or proceedings (individually, a "**Loss**" and collectively, "**Losses**") arising out of an alleged non-compliance or non-compliance or default committed by the Banker to the Issue, or losses from such actions and proceedings instituted against or incurred by the Indemnified Parties by any Bidder or any other party relating to or resulting from any act or omission of the Banker to the Issue or any delay or failure in the implementation of instructions, insolvency, breach, or alleged breach, negligence and/or misconduct and/or default, bad faith, illegal or fraudulent acts in the performance of its obligations and duties under this Agreement, and /or act or omission or default, gross negligence, wilful misconduct in performing their duties and responsibilities or any breach or alleged breach of its representations and warranties under this Agreement or for the Issue, including without limitation, against any fine or penalty imposed by SEBI or any other Governmental Authority and for any cost, charges and expenses resulting directly or indirectly from any delay in performance / non-performance of its obligations under this Agreement or in relation to any claim, demand, suit or other proceeding instituted against the Indemnified Parties, made by any Bidder or any other Party or any fine or penalty imposed by SEBI or any other Governmental Authority or any other regulatory, statutory, judicial, quasi-judicial, administrative authority arising out of or in relation to the breach or alleged breach and/or negligence and/or misconduct and/or default, bad faith, illegal or fraudulent acts in the performance of the obligations and duties under this Agreement of the Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks and the Sponsor Bank. The Bankers to the Issue shall not in any case whatsoever use the amounts held in the Cash Escrow Accounts, Public Issue Accounts or Refund Accounts or amounts blocked in the ASBA Accounts to satisfy this indemnity in any manner whatsoever.

10.3 In the event any of the Banker to the Issue causes any delay or failure in the implementation of any instructions as per the terms of this Agreement or any breach or alleged breach, negligence, fraud, misconduct or default in respect of its obligations or representations set forth herein, it shall be liable for any and all losses, damages, costs, charges and expenses resulting from such delay or failure or such breach or alleged breach, negligence, fraud, misconduct or default. Each of the Sponsor Banks shall keep the Indemnified Parties fully indemnified and hold harmless, at all times, against all claims, actions, causes of action, suits, demands, proceedings of whatever nature (including reputational losses) made, suffered or incurred, including without limitation any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions claims, suits, allegation, inquiry or proceedings, losses, damages, liabilities, claims for fees, costs, charges and expenses (including, without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses instituted against or incurred by the Indemnified Parties or by any Bidder or any other party relating to or resulting from any act or omission of the respective Sponsor Bank, as applicable, any delay or failure in the implementation of instructions as per

the terms of this Agreement, insolvency and/or from its own breach or alleged breach, bad faith, illegal, fraudulent acts, negligence, misconduct and/or act or omission or default in performing its duties and responsibilities under this Agreement or in relation to the Issue, including without limitation, against any fine or penalty imposed by the SEBI or any other Governmental Authority and for any cost, charges and expenses resulting directly or indirectly from any delay in performance/non-performance of its obligations under this Agreement or Applicable Laws. The Sponsor Banks shall not in any case whatsoever use any amounts blocked in the ASBA Accounts to satisfy this indemnity in any manner whatsoever.

10.4 It is understood that the liability of the Bankers to the Issue to release the amounts lying in the Cash Escrow Accounts, the Public Issue Accounts and the Refund Accounts, respectively and the Sponsor Banks' ability to transfer or unblock the amounts lying in the ASBA Accounts, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any Governmental Authority, including the SEBI and the courts of competent jurisdiction in India, unless, there is a specific order from such Governmental Authority, including the SEBI or courts of competent jurisdiction to that effect and unless such order is furnished to the Escrow Collection Banks/Public Issue Account Banks/Refund Banks/ Sponsor Banks by the Party concerned.

10.5 The Registrar shall indemnify and keep indemnified and hold harmless the other Parties, their respective Affiliates, management, directors, employees, officers, shareholders, sub-syndicate members, representatives, advisors, successors, permitted assigns and agents at all times from and against any losses relating to or resulting from including without limitation to the following: (i) in case of breach or alleged breach or failure, deficiency, omission or error in performance of any representation, warranty or undertaking or any violation or alleged violation or failure, delay/default in compliance of any provision of law, regulation or order of any court, legal, governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or from its own breach, omission, failure, delay, error, negligence, fraud, misconduct, willful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in this Agreement and the Registrar Agreement, SEBI Regulations and the SEBI UPI Circulars and any other document detailing the duties and responsibilities of the Registrar to the Issue related to the Issue, or any failure, deficiency, error or breach or alleged breach of any provision of laws, regulation or order of any court or Governmental Authority, including, without limitation, against any fine or penalty imposed by the SEBI or any other Governmental Authority, regulatory, statutory, judicial, quasi-judicial, administrative authority or court of law, any loss that such other Party may suffer, incur or bear, directly or indirectly, as a result of the imposition of any penalty caused by, arising out of, resulting from or in connection with the Issue, including any failure by the Registrar to act on the returned NACH (if applicable)/RTGS/NEFT/direct credit instructions, including, without limitation, any fine or penalty imposed by SEBI, the RoC or any other regulatory or Governmental Authority or court of law; (ii) any delays in supplying accurate information for processing refunds or unblocking of excess amount in the ASBA Accounts; (iii) any claim by or proceeding initiated by any statutory, regulatory or Governmental Authority under any Applicable Laws on any matters related to the transfer of funds by the Escrow Collection Banks, Public Issue Account Banks or the Refund Banks or SCSBs or Sponsor Banks hereunder; (iv) failure in promptly and accurately uploading Bids to ensure the credit of the Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange; (v) misuse of scanned signatures of the authorized signatories by the Registrar; (vi) wrongful rejection of Bids; (vii) misuse of the refund instructions or of negligence in carrying out the refund instructions (viii) any claim

made or issue raised by any Bidder or other third party concerning the amount, delivery, non-delivery, fraudulent encashment or any other matters related to the payments or the service provided by the Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks or the Sponsor Banks hereunder; and (ix) rejection of Bids due to incorrect bank/branch account details and non-furnishing of information regarding the Bidder available with the Registrar or any wrongful rejection of bids or rejection on technical grounds.

10.6 Additionally, the Registrar shall indemnify and hold harmless the Company, and the BRLMs, their respective Affiliates, and their management, directors, employees, officers, shareholders, successors, permitted assigns, representatives, advisors and agents at all times from and against any losses relating to or resulting from any (actual or alleged) failure by the Registrar in performing its duties and responsibilities in accordance with the SEBI ICDR Master Circular / SEBI UPI Circulars including but not limited to, delay in resolving any investor grievances received in relation to the Issue.

10.7 The remedies provided for in this Clause 10 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Parties under the Fee Letter or this Agreement or at law or in equity and/or otherwise.

11. TERM AND TERMINATION

11.1 Save as provided in Clause 11.2, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks and the Sponsor Banks, in the following circumstances:

(a) In case of the completion of the Issue in terms of Clauses 3.2.3 and 3.2.4, when the appropriate amounts from the Cash Escrow Accounts are transferred to the Public Issue Accounts and/or the Refund Accounts, as applicable and any Surplus Amounts are transferred to the applicable Bidders from the Refund Accounts and the amounts lying to the credit of the Public Issue Accounts are transferred in accordance with this Agreement. However, notwithstanding the termination of this Agreement: (i) the Registrar in coordination with the Escrow Collection Banks shall complete the reconciliation of accounts, and give the satisfactory confirmation in that respect to the BRLMs in accordance with Applicable Laws and terms and conditions of this Agreement, the Preliminary Offering Memorandum, the Offering Memorandum, (ii) the Refund Banks shall be liable to discharge their duties as specified under this Agreement, the Preliminary Offering Memorandum and the Offering Memorandum and under Applicable Laws, and (iii) the Registrar, Bankers to the Issue, members of the Syndicate and the Company shall be responsible for redressal of all Issue related grievances.

(b) In case of failure of the Issue in terms of Clause 3.2.1 or Clause 3.2.2 or in the event that the listing of the Equity Shares does not occur due to any other event, or does not occur in the manner described in the Preliminary Offering Memorandum and the Offering Memorandum, then the amounts in the Cash Escrow Accounts/the Public Issue Accounts/Refund Accounts, as applicable are refunded to the Bidders or Underwriters, as applicable, in accordance with applicable provisions of the SEBI ICDR Regulations, other Applicable Laws and this Agreement.

Further, this Agreement shall automatically terminate upon the termination of the Underwriting Agreement, if executed, or the Issue Agreement in relation to the Issue.

Notwithstanding anything stated in this Agreement, under no circumstance shall the maximum aggregate liability of each BRLM under this Agreement (whether under contract, tort, law or otherwise) exceed the fees (excluding expenses and taxes) actually received by such BRLM for the portion of services rendered by it under this Agreement, Issue Agreement and the Fee Letter.

11.2 **Termination by Parties**

(a) *Termination by the Company and/or the BRLMs*

11.2.a.1. Either (i) the Company, in consultation and with prior intimation to the BRLMs, or (ii) the BRLMs, in consultation with and prior written consent of, the Company, can terminate this Agreement, in the event of fraud, negligence or misconduct or breach (including alleged breach) or default on the part of the Bankers to the Issue or any breach of Clauses 9.2, and 9.3. Such termination shall be operative only in the event that the Company appoints, a substitute Escrow Collection Banks/ Public Issue Account Banks/ Refund Banks/ Sponsor Banks of equivalent standing and on terms, conditions and obligations substantially similar to the provisions of this Agreement with the Company, the BRLMs, the remaining Escrow Collection Banks, Public Issue Account Banks, Refund Banks and Sponsor Banks, if any, and the Registrar. The erstwhile Escrow Collection Banks / Refund Banks/ Public Issue Account Banks / Sponsor Banks shall continue to be liable for all actions or omissions until such termination becomes effective and the duties and obligations contained herein until the appointment of substitute escrow collection bank/ the public issue account bank/ refund bank/ sponsor bank, and the transfer of the Bid Amounts or other monies lying to the credit of the Cash Escrow Accounts, the Public Issue Accounts and/or Refund Accounts to the substituted escrow account/ the public issue account/ refund account opened with the substitute escrow collection bank/public issue account bank/refund bank is completed. Such termination shall be effected by prior notice of not less than two weeks in writing and shall come into effect only on transfer of the amounts standing to the credit of the Cash Escrow Accounts, Public Issue Accounts or Refund Accounts to the substituted escrow collection bank, the public issue account bank and/or refund bank. For the avoidance of doubt, under no circumstances shall the Company be entitled to the receipt of or benefit of the amounts lying in the Cash Escrow Accounts/Public Issue Accounts or Refund Accounts, save in accordance with provisions of Clause 3.2.3. The Company may appoint a new escrow collection bank, a public issue account bank, sponsor bank or refund bank or designate the existing Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks or the Sponsor Banks as a substitute for the retiring Escrow Collection Banks/ Public Issue Account Banks / Sponsor Bank/ Refund Banks within 14 (fourteen) days of the termination of this Agreement as aforesaid.

11.2.a.2. Notwithstanding anything to the contrary contained in this Agreement, the Company and the BRLMs, may jointly terminate this Agreement with or without cause upon giving five (5) days' prior written notice at any time prior to the execution of the Underwriting Agreement. Following the execution of the Underwriting Agreement, the Issue may be withdrawn and/or the

services of the BRLMs terminated only in accordance with the terms of the Underwriting Agreement.

(b) *Resignation by Banker to the Issue*

Until 21 (twenty-one) days before the Bid/Issue Opening Date, each Banker to the Issue shall be entitled to resign from its obligations under this Agreement. Such resignation shall be by prior notice of not less than two weeks in writing to all the Parties and shall come into effect only upon (i) the Company in consultation with the BRLMs, appointing a substitute banker to the issue for the Issue; (ii) the substitute escrow collection bank, the public issue account bank and/or refund bank and/or sponsor bank has entered into an agreement, substantially in the form of this Agreement, with the Company, the BRLMs, the remaining escrow collection bank, public issue account bank, refund bank and sponsor bank, if any, and the Registrar, and (iii) the transfer of the Bid Amounts or other monies lying to the credit of the Cash Escrow Account, the Public Issue Accounts and/or Refund Accounts to the substituted escrow account/ the public issue account/ refund account opened with the substitute escrow collection bank/public issue account bank/refund bank has been completed. The resigning Banker to the Issue shall continue to be liable for any and all of its actions and omissions until such resignation becomes effective. Each Banker to the Issue may resign from its obligations under this Agreement at any time after the Bid/ Issue Opening Date, but only by mutual agreement with the BRLMs, and the Company, and subject to the receipt of necessary permissions from the SEBI or any other Governmental Authorities.

The Banker to the Issue that has resigned shall continue to be bound by the terms of this Agreement and the duties and obligations contained herein until such resignation has become effective as provided above and until the appointment of the substitute banker to the issue and the transfer of the Bid Amounts or other monies held by the resigning Banker to the Issue to the substitute banker to the issue, if applicable. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company, the Syndicate, and the Registrar, agreeing to be bound by the terms, conditions and obligations herein. Any such resignation from the respective Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks or the Sponsor Banks shall not terminate this Agreement vis-à-vis Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks or the Sponsor Banks, who have not resigned, as applicable.

(c) *Termination by the BRLMs*

11.2.c.1. Notwithstanding anything contained in this Agreement, each BRLM may terminate this Agreement in respect of itself and its relevant Syndicate Member by terminating the Issue Agreement in respect of itself in accordance with the terms thereof.

Upon termination of the Issue Agreement by a BRLM in respect of itself, this Agreement shall automatically terminate, without any further act, notice or formality, in respect of such BRLM and its relevant Syndicate Member, with effect from the same date as such termination of the Issue Agreement.

11.2.c.2. Notwithstanding anything contained in this Agreement, each BRLM may, at its sole discretion, terminate this Agreement in respect of itself and its

relevant Syndicate Member, by notice in writing, if at any time prior to the execution of the Underwriting Agreement, any of the representations, warranties, covenants, agreements or undertakings of the Company in this Agreement are or are found to be incorrect. Provided, however, that this Clause 11.2.c.2 may only be exercised by a BRLM (with respect to itself and its corresponding Syndicate Member) if the Issue Agreement is contemporaneously terminated in respect of such BRLM in accordance with its terms, and any termination of this Agreement pursuant to this Clause 11.2.c.2 by such BRLM shall take effect only simultaneously with such termination of the Issue Agreement.

11.2.c.4. The termination of this Agreement shall not affect each BRLM's right to receive any fees which may have accrued to it prior to the date of termination and reimbursement for out-of-pocket and other Issue related expenses incurred by it prior to such termination each as set out in the Fee Letter and the Issue Agreement.

11.2.c.5. The termination of this Agreement in respect of one BRLM, shall not mean that this Agreement is automatically terminated in respect of any other BRLMs ("**Surviving BRLMs**") under this Agreement and the Fee Letter shall continue to be operational between the Company, and the Surviving BRLMs. Further, in such an event, the roles and responsibilities of the exiting BRLM shall be carried out as agreed by the Surviving BRLMs.

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

11.3 Each of the Bankers to the Issue shall be discharged of all their legal obligations under this Agreement only if they have acted in a bona fide manner and in good faith and in accordance with the terms of this Agreement, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations and any other Applicable Laws.

12. ASSIGNMENT AND WAIVER

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

13. ARBITRATION

13.1 In the event a dispute, controversy or claim arises out of or in relation to or in connection with this Agreement between any or all of the Parties, including any question regarding the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement (the "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing Parties. In the event that such Dispute cannot be resolved through amicable

discussions within a period of fifteen (15) days after the first occurrence of the Dispute, the Parties (the "**Disputing Parties**") shall, by notice in writing to each other refer the Dispute to final and binding arbitration before the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration centre in India, in accordance with the Arbitration Rules of the MCIA in force at the time a Dispute arises (the "**MCIA Rules**"). The Rules are incorporated by reference into this paragraph and capitalized terms used in this paragraph which are not otherwise defined in this Agreement have the meaning given to them in the MCIA Rules.

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

Subject to Clause 13.1 of this Agreement, the arbitration shall be conducted as follows:

(i) all proceedings shall be conducted in accordance with the MCIA Rules;

(ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language and the seat and place of arbitration shall be Mumbai, India;

(iii) where the arbitration is between the Bankers to the Issue and/or the Members of the Syndicate on one hand and the Company on the other hand, the arbitration shall be conducted by a panel of three arbitrators (one to be appointed jointly by the disputing Bankers to the Issue and/or the Members of the Syndicate, one to be appointed by the Company, as the case may be, and the third arbitrator to be appointed by the two arbitrators so appointed within a period of 14 days). Failing such joint nomination within this period, the arbitrators shall be appointed by the chairperson of the Council of Arbitration of the MCIA Rules. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules. Each of the arbitrators so appointed under this Clause 13 shall have at least five years of relevant experience in the area of securities and/or commercial laws;

(iv) arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, or such earlier period as may be prescribed under the MCIA Rules. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

(v) the arbitration award shall be issued as a written statement and shall detail the facts;

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

(vii) the arbitration award shall state the reasons on which it was based;

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

(ix) the Disputing Parties shall bear their respective costs incurred in arbitration, including the arbitration proceedings unless the arbitrators otherwise award or order;

(x) the arbitrators may award to a Disputing Party that substantially prevails on merit its costs and actual expenses (including actual fees and expenses of its counsel);

(xi) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement or the Fee Letters; and

(xii) subject to the foregoing provisions, the courts in Mumbai, India shall have jurisdiction in relation to proceedings, including with respect to grant of interim relief, brought under the Arbitration and Conciliation Act, 1996.

13.3 In accordance with SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as amended and in force on the date of this Agreement along with any subsequent amendments as may be applicable, the Parties have elected to adopt the institutional arbitration as the dispute resolution mechanism as described in this Clause 13.

13.4 Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Laws.

14. NOTICE

All notices issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered if sent by registered post or recorded delivery to or left at the addresses as specified below or sent to the e-mail address of the Parties respectively or such other addresses as each Party may notify in writing to the other:

If to the Company:

Jio Platforms Limited
TC-22, 5th Floor, A Wing
Reliance Corporate Park
Thane Belapur Road, Ghansoli
Navi Mumbai 400 701
Maharashtra, India
E-mail: Saurabh.Sancheti@ril.com
Attention: Saurabh Sancheti, Chief Financial Officer

If to the BRLMs:

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC, Plot No. C – 27
"G" Block, Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 4336 0000
E-mail: jio.ipo@kotak.com
Attention: Arun Mathew

Morgan Stanley India Company Private Limited
Altimus, Level 39 & 40
Pandurang Budhkar Marg, Worli

Mumbai 400 018
Maharashtra, India
Tel: +91 22 6118 1000
E-mail: jpl_ipo@morganstanley.com
Attention: Kamal Yadav

BofA Securities India Limited
Ground Floor, "A" Wing
One BKC, "G" Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6632 8000
E-mail: dg.jpl_ipo@bofa.com
Attention: Sneh Ashish

Axis Capital Limited
1st Floor, Axis House
P.B. Marg, Worli
Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 2183
E-mail: jio.ipo@axiscap.in
Attention: Vilma Gangahar

BNP Paribas
1, North Avenue
Maker Maxity
Bandra-Kurla Complex, Bandra (E)
Mumbai 400 051
Maharashtra, India
Tel: +91 22 3370 4000
E-mail: LIST.CIB.JioIPO@asia.bnpparibas.com
Attention: Ankur Thacker

Citigroup Global Markets India Private Limited
1202, 12thFloor
First International Financial Center
G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 098
Maharashtra, India
Tel: +91 22 6175 9999
E-mail: jio.ipo@citi.com
Attention: Naman Kulshreshtha

CLSA India Private Limited
8/F Dalamal House

Nariman Point
Mumbai 400 021
Maharashtra, India
Tel: +91 22 6650 5050
E-mail: jio.ipo@clsa.com
Attention: Prachi Chandgothia

DAM Capital Advisors Limited
Altimus 2202, Level 22
Pandurang Budhkar Marg
Worli, Mumbai 400 018
Maharashtra, India
Tel: +91 22 4202 2500
E-mail: legal@damcapital.in
Attention: Sonal Katariya

Goldman Sachs (India) Securities Private Limited
9th and 10th Floor, Ascent-Worli
Sudam Kalu Ahire Marg Worli
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6616 9000
E-mail: jioipo@gs.com
Attention: Saurav S

HDFC Bank Limited
Investment Banking Group
Unit no. 701, 702 and 702-A, 7th Floor
Tower 2 and 3, One International Centre
Senapati Bapat Marg, Prabhadevi
Mumbai 400 013
Maharashtra, India
Tel: +91 22 3395 8233
E-mail: jioplatforms.ipo@hdfc.bank.in
Attention: Bharti Ranga

HSBC Securities and Capital Markets (India) Private Limited
52/60, Mahatma Gandhi Road, Fort
Mumbai 400 001
Maharashtra, India
Tel: +91 22 6864 1289
E-mail: jplipo@hsbc.co.in
Attention: Harsh Thakkar/ Harshit Tayal

ICICI Securities Limited
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025

Maharashtra, India
Tel: +91 22 6807 7100
E-mail: jioplatforms.ipo@icicisecurities.com
Attention: Aboli Pitre/Hitesh Malhotra

IIFL Capital Services Limited (*formerly known as IIFL Securities Limited*)
24th Floor, One Lodha Place
Senapati Bapat Marg
Lower Parel (West), Mumbai 400 013
Maharashtra, India
Tel: +91 22 4646 4728
E-mail: jio.ipo@iiflcap.com
Attention: Nipun Goel

Jefferies India Private Limited
Level 16, Express Towers
Nariman Point
Mumbai 400 021
Maharashtra, India
Tel: +91 22 4356 6000
E-mail: Jio.Platforms.IPO@jefferies.com
Attention: Jibi Jacob

JM Financial Limited
7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi Mumbai 400 025
Maharashtra, India
Tel: +91 22 6630 3030
E-mail: jpl.ipo@jmfl.com
Attention: Prachee Dhuri

J.P. Morgan India Private Limited
J.P. Morgan Towers, Off C.S.T Road
Kalina, Santacruz (East)
Mumbai 400 098
Maharashtra, India
Tel: +91 22 6157 3000
E-mail: JIO_IPO@jpmorgan.com
Attention: Shivam Goel / Rishank Chheda

SBI Capital Markets Limited
1501, 15th Floor, A & B Wing
G Block Parinee Crescenzo
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India

Tel: +91 22 4006 9807
E-mail: jio.ipo@sbicaps.com
Attention: Amrendra Singh

UBS Securities India Private Limited
Unit 2901, Level 29, Altimus
Dr. GM Gokhale Marg/ Pandurang
Budhkar Road, Worli
Mumbai 400 018
Maharashtra, India
Tel: +91 22 6155 6000
E-mail: OL-jioipo@ubs.com
Attention: Vidhit Patni

360 ONE WAM Limited
360 ONE Centre, Kamala City
Senapati Bapat Marg, Lower Parel (West)
Mumbai 400 013
Maharashtra, India
Tel: +91 22 4031 7000
E-mail: jioplatforms.ipo@360.one
Attention: Devesh Patkar

If to the Registrar to the Issue:

KFin Technologies Limited
Selenium Tower-BPlot No. 31 & 32, Gachibowli
Financial District, Nanakramguda
Serilingampally, Hyderabad 500 032
Telangana, India
Tel.: +91 40 6716 2222/ 1800 3094 001
E-mail: einward.ris@kfintech.com
Attention: Williams R

If to the Public Issue Account Bank 1 / Banker to the Issue 1/Sponsor Bank 1

KOTAK MAHINDRA BANK LIMITED
27BKC, C 27, G Block
Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Tel.: 022 69410754
E-mail: cmsipo@kotak.com
Contact Person: Amit Gupta / Sumit Panchal

If to the Public Issue Account Bank 2/Banker to the Issue 2/Sponsor Bank 2

STATE BANK OF INDIA

Financial Institutions Branch, 3rd Floor, SBI Mumbai Main Branch Building, Fort, Mumbai, 400 001, Maharashtra, India
Tel.: +91 2271 9117
E-mail: nib.11777@sbi.co.in
Contact Person: Akhilesh Kumar Gupta

If to the Escrow Collection Bank 1/Escrow Collection Bank – Non-resident Anchor Investors/Refund Bank 1/Banker to the Issue 3/Sponsor Bank 3":

AXIS BANK LIMITED
'Trishul', 3rd Floor, Opp. Samartheshwar Temple
Law Garden, Ellisbridge
Ahmedabad, 380 006
Gujarat, India
Tel.: (022) 22895171 / 9920711148
E-mail: CBBMumbai.Operationshead@axis.bank.in
Contact Person: Sunita S Bhagat

If to the Escrow Collection Bank 2/Escrow Collection Bank – Resident Anchor Investors/Refund Bank 2/Banker to the Issue 4/Sponsor Bank 4:

ICICI BANK LIMITED
Capital Market Division, 163,
5th Floor, H.T. Parekh Marg,
Backbay Reclamation,
Churchgate, Mumbai – 400 020
Tel.: +91-22-22859911 / 924/923
E-mail: ipocmg@icici.bank.in
Contact Person: Varun Badai

If to the Syndicate Members:

HDFC SECURITIES LIMITED
I Think Techno Campus Building-B
'Alpha' 8th Floor, Opposite Crompton Greaves
Near Kanjurmarg Station, Kanjurmarg (East)
Mumbai 400 042, Maharashtra, India
Tel.: +91 22 3075 3400
E-mail: customercare@hdfcsec.com
Contact Person: Dipesh A Kale

INVESTEC CAPITAL SERVICES (INDIA) PRIVATE LIMITED
11th Floor, Parinee Crescenzo E
G Block, Bandra Kurla Complex
Bandra (East), Mumbai, 400 051
Maharashtra, India
Tel.: +91 2268497400
E-mail: kunal.naik@investec.com
Contact Person: Kunal Naik

JM FINANCIAL SERVICES LIMITED
7th Floor, Cnergy, Appasaheb Marathe Marg

Prabhadevi, Mumbai, 400 025
Maharashtra, India
Tel.: +91 22 6136 3400
E-mail: sona.verghese@jmfl.com / tejas.agrawal@jmfl.com
Contact Person: Sona Varghese / Tejas Agrawal

KOTAK SECURITIES LIMITED
4th Floor, 12 BKC, G Block
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051 Maharashtra, India
Tel.: +91 2242858484
E-mail: umesh.gupta@kotak.com
Contact Person: Umesh Gupta

SBICAP SECURITIES LIMITED
Marathon Futurex, B Wing, Unit No. 1201
12th Floor, N M Joshi Marg
Lower Parel, Mumbai 400 013
Maharashtra, India
Tel.: 022 6943 2521
E-mail: archana.dedhia@sbicapsec.com
Contact Person: Archana Dedhia

SHAREKHAN LIMITED
1st Floor, Tower No 3
Equinox Business Park
LBS Marg Off BKC Kurla West
Mumbai 400 070, Maharashtra, India
Tel.: +91 22 6750 2000
E-mail: pravin@sharekhan.com
Contact Person: Pravin Darji

360 ONE CAPITAL MARKET PRIVATE LIMITED (FORMERLY BATLIVALA & KARANI SECURITIES INDIA PVT. LTD)
Hallmark Business Plaza, 1101, 11th Floor
Sant Dnyaneshwar Marg, Bandra East
Mumbai 400 051, Maharashtra, India
Tel.: +91 22 40317000/ +91 22 40076000
E-mail: compliance@360.one / jitendra.ssoni@bksec.com
Contact Person: Jitendra Ssoni

360 ONE DISTRIBUTION SERVICES LIMITED
360 ONE Centre, Kamala City
Senapati Bapat Marg, Lower Parel (West)
Mumbai, 400 013, Maharashtra, India
Tel.: 9321332882
E-mail: 360.compliance@360.one
Contact Person: Raghuvir Mukherji

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

Subject to the terms and conditions contained herein, in the event the written instructions to the Bankers to the Issue by the BRLMs are communicated through email/ facsimile, the Bankers to the Issue shall not be responsible or liable for determining the authenticity or accuracy of the same, and shall be entitled, but not obliged to rely upon the instructions on an 'as it is' basis.

15. SPECIMEN SIGNATURES

The specimen signatures of the Company, the BRLMs and the Registrar for the purpose of instructions to the Bankers to the Issue, as the case may be, as provided in **Schedule VIII A, Schedule VIII B and Schedule VIII C**, will be provided to the Banker to the Issue before the Bid/ Issue Opening Date. It is further clarified that any of the signatory(ies) as per **Schedule VIII A, VIII B and VIII C**, can issue instructions as per the terms of this Agreement.

The Parties agree that in case of any changes to the authorized signatories or the email address, the respective party should provide the updated specimen signature(s) and other required documents to the Escrow Collection Banks, the Public Issue Account Banks, the Refund Banks and the Sponsor Banks within a period of fifteen (15) days from such change, as applicable.

16. GOVERNING LAW AND JURISDICTION

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

17. CONFIDENTIALITY

Each of the Bankers to the Issue and the Registrar shall keep all information shared by the other Parties during the course of this Agreement, confidential, for a period of 1 (one) year from the end of the Bid/ Issue Period or termination of this Agreement, whichever is later, and shall not disclose such confidential information to any third party without prior permission of the respective disclosing Party, except: (i) where such information is in public domain other than by reason of breach of this Clause 17; (ii) when required by law, regulation or legal process or statutory requirement to disclose the same, after intimating the other Parties in writing, and only to the extent required; or (iii) to their Affiliates and their respective employees and legal counsel solely in connection with the performance of their respective obligations under this Agreement. The terms of this confidentiality clause shall survive the termination of this Agreement for reasons whatsoever. Each of the Bankers to the Issue and the Registrar undertake that their branch(es), if any, or any Affiliate, to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this Clause 17.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed and delivered, shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Agreement.

19. AMENDMENT

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

20. SEVERABILITY

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

21. SURVIVAL

The provisions of Clauses 3.2.5 *(Operation of the Cash Escrow Accounts, Public Issue Accounts and Refund Accounts - Closure of the Cash Escrow Account, Public Issue Accounts and Refund Accounts),* sub-clause 2 of Clause 4 (*Duties and Responsibilities of the Registrar*), sub-clause 3 of Clause 5 (*Duties And Responsibilities of the BRLMs*), sub clauses 2 and 3 of Clause 6 (*Duties and Responsibilities of the Escrow Collection Banks, Public Issue Account Banks, Refund Banks and Sponsor Bank*) , sub-clause 1(c) of Clause 7 (*Duties and Responsibilities of the Company*), Clause 10 (*Indemnity*), Clause 13 (*Arbitration*), Clause 14 (*Notice*), Clause 16 (*Governing Law and Jurisdiction*), Clause 17 (*Confidentiality*), Clause 20 (*Severability*) and this Clause 21 (*Survival*) of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 11.1 or the termination of this Agreement pursuant to Clause 11.2.

22. AMBIGUITY

Without prejudice to the other provisions of this Agreement, the Escrow Collection Banks/ Refund Banks/ Public Issue Account Banks/ Sponsor Banks shall not be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:

(i) any other instructions (in original or otherwise) are illegible, unclear, incomplete, garbled or self-contradictory; or

(ii) it is unable to verify any signature on the communication against the specimen signature provided for the relevant authorized signatory by the concerned Party.

If any of the instructions are not in the form set out in this Agreement, the Escrow Collection Banks/ Refund Banks/ Public Issue Account Banks/ Sponsor Banks shall bring it to the knowledge of the Company and the BRLMs immediately and seek clarifications to the Parties' mutual satisfaction. In no event shall any Party be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or other causes beyond the Party's reasonable control or for indirect, special or consequential damages.

[Remainder of this page intentionally left blank.]

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF JIO PLATFORMS LIMITED

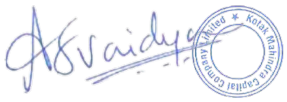
Authorised Signatory
Name: Savithri Parekh
Designation: Company Secretary

Authorised Signatory
Name: Kashyap Mody
Designation: Authorised Representative



This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF KOTAK MAHINDRA CAPITAL COMPANY LIMITED



_____

Authorized Signatory
Name: Abhijit Vaidya
Designation: Managing Director & Co-Head – Equity Corporate Finance

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED



Authorized Signatory
Name: Samarth Jagnani
Designation: Managing Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF BOFA SECURITIES INDIA LIMITED



Authorized Signatory
Name: Mandar Donde
Designation: Managing Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF AXIS CAPITAL LIMITED

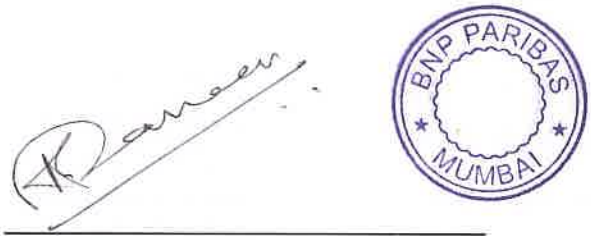


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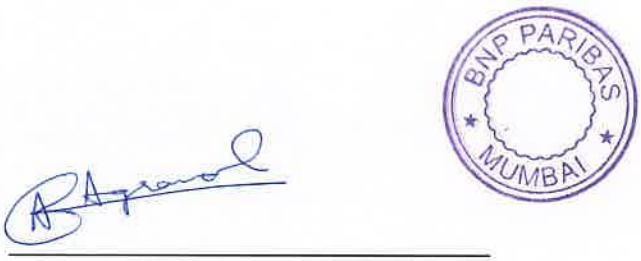
Authorized Signatory
Name: Simran Gadh
Designation: SVP – Corporate Finance

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF BNP PARIBAS



Authorized Signatory
Name: Naveen Akkara
Designation: Director, Global Sectors and Advisory, India



Authorized Signatory
Name: Ankur Agrawal
Designation: Director, Global Sectors and Advisory, India

Classification : Confidential

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED





Authorized Signatory
Name: Mitul Shah
Designation: Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF CLSA INDIA PRIVATE LIMITED



Authorized Signatory
Name: Sujit Kumar
Designation: Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF DAM CAPITAL ADVISORS LIMITED



_____

Authorized Signatory
Name: Aanchal Wagle
Designation: Executive Director – Corporate Finance

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

Abinand-N-Rajan

Authorized Signatory
Name: Abinand Natarajan
Designation: Managing Director



This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF HDFC BANK LIMITED



_____

Authorized Signatory
Name: Ashwani Tandon
Designation: Co-Head – Equity Capital Markets & Head – Equity Execution

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED



_____

Authorised Signatory
Name: Rishi Tiwari
Designation: Director

Name: Harsh Thakkar
Designation: Vice President

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF ICICI SECURITIES LIMITED



_____

Authorized Signatory
Name: Sumit Singh
Designation: Leadership team

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF IIFL CAPITAL SERVICES LIMITED (*FORMERLY KNOWN AS IIFL SECURITIES LIMITED*)



_____

Authorized Signatory
Name: Gaurav Mittal
Designation: VP

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF JEFFERIES INDIA PRIVATE LIMITED



_____

Authorized Signatory
Name: Shekher Asnani
Designation: Senior Vice President

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF JM FINANCIAL LIMITED



_____

Authorized Signatory
Name: Rashi Harlalka
Designation: Executive Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF J.P. MORGAN INDIA PRIVATE LIMITED



_____

Authorized Signatory
Name: Nitin Maheshwari
Designation: Managing Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF SBI CAPITAL MARKETS LIMITED



Authorized Signatory
Name: Sylvia Mendonca
Designation: Vice President

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF UBS SECURITIES INDIA PRIVATE LIMITED

Authorized Signatory
Name: **Anurag Ghosh**
Designation: **Executive Director**

Mit Thobhani

Authorized Signatory
Name: **Mit Thobhani**
Designation: **Associate Director**

UBS SECURITIES INDIA PRIVATE LIMITED ★ MUMBAI

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF 360 ONE WAM LIMITED



_____

Authorized Signatory
Name: Devesh Patkar
Designation: Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF HDFC SECURITIES LIMITED



Authorized Signatory
Name: Abhishek Mehrotra
Designation: Head – Investment Products

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF INVESTEC CAPITAL SERVICES (INDIA) PRIVATE LIMITED

Authorized Signatory
Name: Neil Bharadwaj
Designation: CFO & COO

Authorized Signatory
Name: Rambhushan Kanumuri
Designation: Whole – Time Director

Investec Capital Services (India) Private Limited
MUMBAI

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF JM FINANCIAL SERVICES LIMITED



Authorized Signatory
Name: Sona Varghese
Designation: Senior Vice President

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

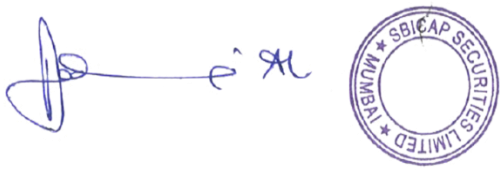
SIGNED FOR AND ON BEHALF OF KOTAK SECURITIES LIMITED



Authorized Signatory
Name: Umesh Gupta
Designation: DVP

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF SBICAP SECURITIES LIMITED



_____

Authorized Signatory
Name: Ms. Archana Dedhia
Designation: DVP

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF SHAREKHAN LIMITED



Authorized Signatory
Name: Yatish Sarvankar
Designation: Manager

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF 360 ONE CAPITAL MARKET PRIVATE LIMITED *(formerly Batlivala & Karani Securities India Private Limited)*



Authorized Signatory
Name: Jitendra Ssoni
Designation: Designated Director

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF 360 ONE DISTRIBUTION SERVICES LIMITED

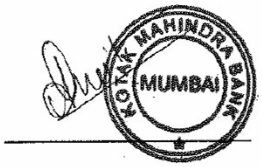


_____

Authorized Signatory
Name: Raghuvir Mukherji
Designation: President | Head- Risk Management & Wealth Compliance

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF KOTAK MAHINDRA BANK LIMITED



Authorized Signatory
Name: Amit Gupta
Designation: DVP



Authorized Signatory
Name: Suchitra N
Designation: VP

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF STATE BANK OF INDIA LIMITED

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA

प्राधिकृत हस्ताक्षर / Authorised Signatory
फाइनेंशियल इंस्टियूशन्स शाखा, मुंबई (११७७७)
Financial Institutions Branch, Mumbai (11777)

Authorized Signatory
Name: Akhilesh Kumar Gupta
Designation: Chief Manager

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF AXIS BANK LIMITED

For AXIS BANK LIMITED

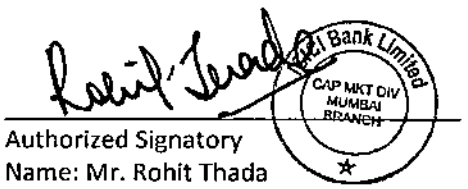
_____

Authorized Signatory
Name: Sunita S Bhagat
Designation: AVP & Operation Head
Emp ID - 2677
S. S. No. 1031

AXIS BANK LTD. ★ BANKING BR. ★ CORPORATE

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF ICICI BANK LIMITED



Authorized Signatory
Name: Mr. Rohit Thada
Designation: Chief Manager

This signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

SIGNED FOR AND ON BEHALF OF KFIN TECHNOLOGIES LIMITED

Authorized Signatory
Name: V. BALAKRISHNAN
Designation: VICE PRESIDENT

KFin Technologies Limited
HYD

SCHEDULE I

Date: [●]

To

Escrow Collection Banks
Public Issue Account Banks
Refund Banks
Sponsor Bank
The Registrar

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Basis the information received from the Company, pursuant to Clause 3.2.1.2 we hereby intimate you that the Issue has failed due to the following reason:

[●]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement or the Issue Documents, as the case may be.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

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

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

Copy to:

(1) The Company

SCHEDULE II

Date: [●]

To:

Escrow Collection Banks
Public Issue Account Banks
Refund Banks
Sponsor Banks
SCSBs

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.1.3 (b) / 3.2.1.3 (c) / 3.2.2.1 / 3.2.4.1 A (b) of the Cash Escrow and Sponsor Bank Agreement, we hereby request you to transfer on [●], the following amount for Refund to the Bidders as set out in the enclosure hereto.

Name of Refund Account	Amount (in ₹)	Refund Account Number	Bank and Branch Details	IFSC	Beneficiary LEI
[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]

Please note that the LEI number of the Company is [●].

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Escrow and Sponsor Bank Agreement or the Issue Documents, as the case may be.

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

For and on behalf of KFIN TECHNOLOGIES LIMITED

_____
(Authorized Signatory)
Name: Praveen Chaturvedi
Designation: Senior Vice President

Copy to:

(1) The Company

(2) The BRLMs

Encl.: *Details of Anchor Investors entitled to payment of refund and list of Bidders (other than Anchor Investors) for unblocking of ASBA Account.*

SCHEDULE III A

Date: [●]

To:
Escrow Collection Banks, Public Issue Account Banks, Refund Banks and Sponsor Bank

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (a) of the Cash Escrow and Sponsor Bank Agreement, we instruct you to transfer on [●] ("**Designated Date**"), the following amounts from the Cash Escrow Accounts Name [●] and Numbers [●] to the Public Issue Accounts as per the following:

Name of the Public Issue Account	Amount to be transferred (₹)	Bank and Branch Details	Public Issue Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]

Further, we hereby instruct you to transfer on [●], the following amounts from the Cash Escrow Accounts Name [●] and Numbers [●] to the Refund Accounts as follows:

Name of Refund Account	Amount to be transferred (₹)	Refund Account Number	Bank and Branch Details	IFSC Code
[●]	**[●]**	**[●]**	**[●]**	**[●]**

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as the case may be.

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

Sincerely,

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HDFC BANK LIMITED

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

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

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of KFIN TECHNOLOGIES LIMITED

_____
(Authorized Signatory)
Name: Praveen Chaturvedi
Designation: Senior Vice President

Copy to:

(1) The Company

SCHEDULE III B

Date: [●]

To:
SCSBs and Sponsor Bank

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1 (a) of the Cash Escrow and Sponsor Bank Agreement, we instruct you to transfer on [●] ("**Designated Date**"), the blocked amounts from the ASBA Accounts to the Public Issue Accounts as per the following:

Name of Public Issue Account	Amount to be transferred (₹)	Bank and Branch Details	Public Issue Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]

Further, we hereby instruct you to transfer on the Designated Date ₹ [●] from the UPI linked ASBA Accounts of the successful Bidders to the Public Issue Accounts as follows:

Name of Public Issue Account	Amount to be transferred (₹)	Public Issue Account Number	Bank and Branch Details	IFSC Code
[●]	[●]	[●]	[●]	[●]

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

Sincerely,

For and on behalf of KFIN TECHNOLOGIES LIMITED

_____
(Authorized Signatory)
Name: Praveen Chaturvedi
Designation: Senior Vice President

Copy to:

(1) The Company

(2) The BRLMs

SCHEDULE IV

Date: [●]

To:
The BRLMs

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.1(h) of the Cash Escrow and Sponsor Bank Agreement, we write to inform you that the aggregate amount of commission payable to the SCSBs, Registered Brokers, Collecting Depository Participants and Collecting Registrar and Transfer Agents in relation to the Issue is ₹ [●] and the details and calculation of the commission is enclosed herein.

Please note that the LEI number of the Company is [●].

Capitalized terms used but not defined herein shall have the meaning as ascribed to such terms in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

Yours faithfully,

For and on behalf of KFIN TECHNOLOGIES LIMITED

_____
(Authorized Signatory)
Name: Praveen Chaturvedi
Designation: Senior Vice President

Copy to:

(1) The Company

SCHEDULE V

Date: [●]

To:
Public Issue Account Banks

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.3.2 (a) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to retain an amount of [●] towards the Issue Expenses in the Public Issue Account No. [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

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

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

_____
(Authorized Signatory)
Name:

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:

Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

_____
(Authorized Signatory)
Name:
Designation

Designation

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

Copy to:

(1) The Company

SCHEDULE VI - A

Date: [●]

To:
Public Issue Account Banks

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

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

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

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

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

_____
(Authorized Signatory)

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)

Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

Name:
Designation

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

Copy to:

(1) The Company

SCHEDULE VI - B

Date: [●]

To:
Public Issue Account Banks

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clauses 3.2.3.2 (b) and 3.2.3.2 (d) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [●] from the Public Issue Account No. [●] to the bank account of the Company, as per the table below:

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

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of JIO PLATFORMS LIMITED

_____
(Authorized Signatory)
Name:
Designation:

Copy to:

(1) The BRLMs

SCHEDULE VII

Date: [●]

To:
Escrow Collection Banks

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.1.3 (a) and 3.2.4.1 A (a) of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to transfer on [*Designated Date*], the Surplus Amount lying with Escrow Collection Bank Name [●] and Number [●] to Refund Bank Name [●] and Number [●]; as per the following:

Amount to be transferred (₹)	Branch Details	Refund Account Name	Refund Account Number	IFSC Code
[●]	[●]	[●]	[●]	[●]
[●]				
[●]				

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

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

_____

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)

(Authorized Signatory)
Name:
Designation

Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

Copy to:

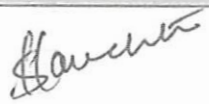
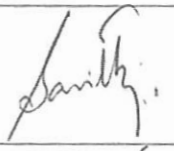
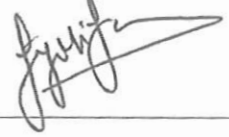
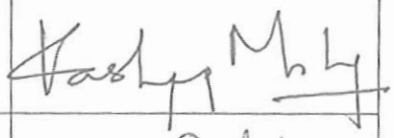
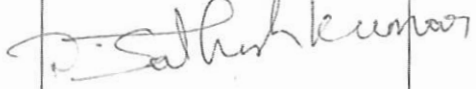
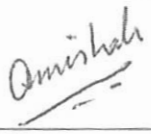
(1) The Company

SCHEDULE VIII A

[Remainder of the page has been left blank intentionally.]

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR JIO PLATFORMS LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Saurabh Sancheti	Chief Financial Officer	
Savithri Parekh	Company Secretary	
Jyoti Jain	Authorised Signatory	
Kashyap Mody	Authorised Signatory	
Sathish D. Kumar	Authorised Signatory	
Sunil Ramchandani	Authorised Signatory	
Amisha Shah	Authorised Signatory	
Milind Gavankar	Authorised Signatory	

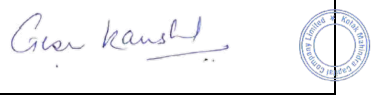


SCHEDULE VIII B

[Remainder of the page has been left blank intentionally.]

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR KOTAK MAHINDRA CAPITAL COMPANY LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Abhijit Vaidya	Managing Director & Co-Head – Equity Corporate Finance	
Gesu Kaushal	Managing Director & Co-Head – Equity Corporate Finance	

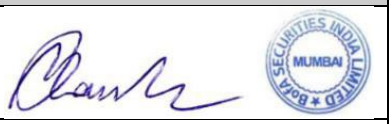
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Samarth Jagnani	*Managing Director*	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR BOFA SECURITIES INDIA LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Mandar Donde	Managing Director	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR AXIS CAPITAL LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Simran Gadh	*SVP – Corporate Finance*	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR BNP PARIBAS

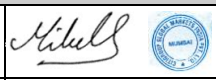
NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Naveen Akkara	Director, Global Sectors & Advisory, India	
Ankur Agrawal	Director, Global Sectors & Advisory, India	

BNP PARIBAS MUMBAI

BNP PARIBAS MUMBAI

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Mitul Shah	*Director*	

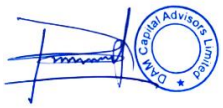
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR CLSA INDIA PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Anurag Agarwal	*Managing Director*	
Sujit Kumar	*Director*	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR DAM CAPITAL ADVISORS LIMITED

For DAM Capital Advisors Limited (any one of the following)		
NAME	**DESIGNATION**	**SPECIMEN SIGNATURE**
Dhvanil Dharia	**Managing Director - Investment Banking**	
Aanchal Wagle	**ED – Corporate Finance**	
Arpi Chheda	**SVP – Corporate Finance**	
Puneet Agnihotri	**VP - Corporate Finance**	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

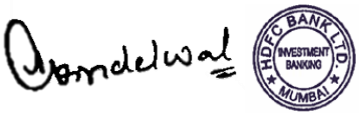
AUTHORIZED REPRESENTATIVES FOR GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Abinand Natarajan	Managing Director	
Sunil Khaitan	Managing Director	
Kailash Soni	Managing Director	



This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR HDFC BANK LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Ashwani Tandon	Co-Head – Equity Capital Markets & Head – Equity Execution	
Bharti Ranga	Deputy Vice President – Equity Capital Markets	
Gaurav Khandelwal	Deputy Vice President – Equity Capital Markets	

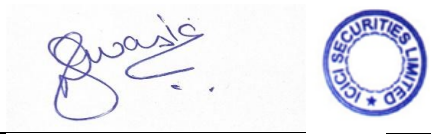
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any two of the following		
Ranvir Davda	MD & Co-Head, Investment Banking, India	
Rishi Tiwari	Director	
Harsh Thakkar	Vice President	

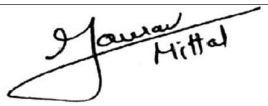
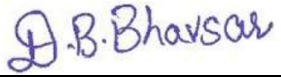
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR ICICI SECURITIES LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Sumit Singh	*Leadership team*	
Namrata Ravasia	*Vice President*	
Shri Subramanyam	*Vice President*	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR IIFL CAPITAL SERVICES LIMITED (*FORMERLY KNOWN AS IIFL SECURITIES LIMITED*)

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Pawan Kumar Jain	**Vice President**	
Gaurav Mittal	**Vice President**	
Dhruv Bhavsar	**AVP**	



This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR JEFFERIES INDIA PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Shekher Asnani	Senior Vice President	
Kuunal Mallkan	Vice President	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR JM FINANCIAL LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Rashi Harlalka	Executive Director	
Sugandha Kaushik	Executive Director	
Gitesh Vargantwar	Director	

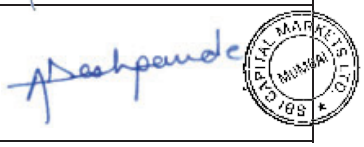
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR J.P. MORGAN INDIA PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Nitin Maheshwari	*Managing Director*	

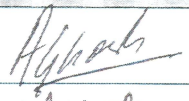
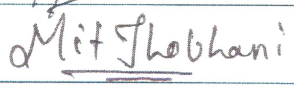
This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR SBI CAPITAL MARKETS LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Sylvia Mendonca	*Vice President*	
Aditya Deshpande	*Vice President*	

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR UBS SECURITIES INDIA PRIVATE LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Anurag Ghosh	Executive Director	
Mit Thobhani	Associate Director	



This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR 360 ONE WAM LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
Devesh Patkar	*Director*	

SCHEDULE VIII C

[Remainder of the page has been left blank intentionally.]

This specimen signature page forms an integral part of the Cash Escrow and Sponsor Bank Agreement in connection with the proposed initial public offering by Jio Platforms Limited.

AUTHORIZED REPRESENTATIVES FOR KFIN TECHNOLOGIES LIMITED

NAME	DESIGNATION	SPECIMEN SIGNATURE
Any one of the following		
V. BALAKRISHNAN	VICE PRESIDENT	



SCHEDULE IX

Date: [●]

To,
The Company
Registrar
BRLMs

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 2.2 of the Cash Escrow and Sponsor Bank Agreement, we hereby intimate you regarding opening of the Cash Escrow Accounts, Public Issue Accounts and the Refund Accounts.

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For [**Escrow Collection Banks, Public Issue Account Banks, Refund Banks**]

(Authorized Signatory)
Name:
Designation:

SCHEDULE X

Date: [●]

To
Public Issue Account Banks
Refund Banks
The Registrar

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

We hereby intimate you that the Issue has failed on account of [●].

Pursuant to Clause 3.2.2.1 of the Cash Escrow and Sponsor Bank Agreement, we request the Public Issue Account Bank, to transfer all the amounts standing to the credit of the Public Issue Account Name [●] bearing account number [●] to the relevant Refund Account Name listed below, maintained with the relevant Refund Banks.

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

Please note that the LEI number of the Company is [●]

Subsequent to the transfer of the amount from the Public Issue Account Banks to the Refund Accounts, we request you to close the Public Issue Accounts.

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____

For and on behalf of AXIS CAPITAL LIMITED

_____

(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

(Authorized Signatory)
Name:
Designation

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

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

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

Copy to:

(1) The Company

SCHEDULE XI

Date: [●]

To

Public Issue Account Banks
Refund Banks
Escrow Collection Banks

Dear Sir/Madam,

Re.: Initial Public Offer of the Equity Shares of Jio Platforms Limited ("Company" and such offer, the "Issue") – Cash Escrow and Sponsor Bank Agreement dated October 12, 2026 ("Cash Escrow and Sponsor Bank Agreement")

Pursuant to Clause 3.2.5.1 of the Cash Escrow and Sponsor Bank Agreement, we hereby instruct you to close the following accounts: (i) the Cash Escrow Accounts bearing names and numbers "[●]", (ii) the Refund Accounts bearing names and numbers "[●]", and (iii) the Public Issue Accounts bearing names and numbers "[●]".

Please note that the LEI number of the Company is [●].

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Cash Escrow and Sponsor Bank Agreement or the Issue Documents, as applicable.

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

For and on behalf of KOTAK MAHINDRA CAPITAL COMPANY LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BOFA SECURITIES INDIA LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of AXIS CAPITAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of BNP PARIBAS

For and on behalf of CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of CLSA INDIA PRIVATE LIMITED

For and on behalf of DAM CAPITAL ADVISORS LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of GOLDMAN SACHS (INDIA) SECURITIES PRIVATE LIMITED

For and on behalf of HDFC BANK LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of HSBC SECURITIES AND CAPITAL MARKETS (INDIA) PRIVATE LIMITED

For and on behalf of ICICI SECURITIES LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

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

For and on behalf of JEFFERIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JM FINANCIAL LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of J.P. MORGAN INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of SBI CAPITAL MARKETS LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of UBS SECURITIES INDIA PRIVATE LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of 360 ONE WAM LIMITED

_____
(Authorized Signatory)
Name:
Designation

For and on behalf of JIO PLATFORMS LIMITED

_____
(Authorized Signatory)
Name:
Designation:

For and on behalf of KFIN TECHNOLOGIES LIMITED

_____
(Authorized Signatory)
Name: Praveen Chaturvedi
Designation: Senior Vice President