



SPECTRUM TALENT MANAGEMENT LTD.

Date: May 20, 2023

Dear Shareholders,

Subject: Proposed Initial Public Offering by Spectrum Talent Management Limited (the "Company") of its equity shares (the "Equity Shares" and such proposed initial public offer as the "Offer"), comprising a fresh issue of the Equity Shares by the Company (the "Fresh Issue") together with an offer of sale of the Equity Shares by the selling shareholder of the Company ("Selling Shareholder") (the "Offer for Sale" and together with the Fresh Issue, the "Offer")

This letter is in continuation to letter dated January 04, 2023 which was circulated to the Shareholders of the Company in order to participate in the Initial Public Offer of the Company by offering their shares in the offer.

Further, the Company had filed the Draft Red Herring Prospectus ("DRHP") with the National Stock exchange of India Limited ("Exchange") dated February 09, 2023 and has received In-Principle approval dated February 27, 2023.

Further, based on Market condition the company decides to revise the Issue structure and the number of shares to be issued ("Fresh Issue" and "Offer for sale").

This letter seeks your consent to revise the number of shares to be included in Offer for Sale ("OFS").

Process for participation

1. If you choose to participate in the Offer, please provide us with the following documents on or before 1700 hours IST on May 20, 2023 (such time and date, "**Cut-Off Date**"). In the event we do not receive the below mentioned documents from you within this timeline, it shall be presumed that you are not interested in participating in the Offer for Sale.
 - (a) **Consent letter:** Duly executed consent letter, strictly in the form attached as **Annexure A ("Consent Letter")**.

Notwithstanding any other documents submitted by you, please note that in the event the Consent Letter is not received by the Company by the Cut-Off Date, the Company reserves the right to proceed with the Offer without including any Equity Shares held by you in the Offer for Sale.

The documents specified in paragraph 1 above should be received at the following address on or before the Cut-Off Date.


Rajeev Agarwal

Director

Spectrum Talent Management Limited

Telephone: 0120 452 8857

Email: cs@stmpl.co.in

Please note that once the Consent Letter is submitted, you will not have the right to change the number of or withdraw Equity Shares proposed for sale or included in the Offer for Sale, without the prior written consent of the Company, which shall be in consultation with the BRLM. In the event we do not receive any communication within the time and date specified above, the company reserves the right to proceed with the Offer without including any Equity Shares held by you in the Offer for Sale.

PAN NO - AARCS4776M, CIN NO - U51100DL2012PLC235573

Registered Office B - 46, RETREAT APARTMENTS, 20, I.P. EXTENSION, DELHI - 110092	Corporate Office C - 142, SECTOR 63, NOIDA - 201301 TEL - 0120 - 3019847 - 76
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VISIT US : WWW.STMPL.CO.IN, WWW.CONSULTSTM.COM



SPECTRUM TALENT MANAGEMENT LTD.

DISCLAIMER:

THIS LETTER IS FOR INFORMATION PURPOSES ONLY AND IS NEITHER AN OFFER NOR INVITATION TO BUY NOR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES, NOR SHALL THERE BE ANY SALE OF SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS OR MAYBE UNLAWFUL WHETHER PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION OR OTHERWISE.

THIS LETTER IS NOT DIRECTED TOWARDS ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE THE SAME WOULD BE CONTRARY TO THE APPLICABLE LAWS OR REGULATIONS OR WOULD SUBJECT THE COMPANY OR THE BRLM TO ANY NEW OR ADDITIONAL REGISTRATION REQUIREMENTS. RECIPIENTS OF THE LETTER RESIDENT IN JURISDICTIONS OUTSIDE INDIA SHOULD IN FORM THEMSELVES OF AND COMPLY WITH ALL APPLICABLE LEGAL REQUIREMENTS.

NEITHER THIS LETTER NOR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THIS LETTER SHOULD BE CONSIDERED AS A RECOMMENDATION BY THE COMPANY OR THE BRLM TO THE SELLING SHAREHOLDERS TO OFFER THEIR EQUITY SHARES IN THE OFFER FOR SALE. YOUR PARTICIPATION IN THE OFFER DOES NOT CREATE ANY OBLIGATION ON THE COMPANY OR THE BRLM TO PURCHASE ANY EQUITY SHARES.

THE SELLING SHAREHOLDERS MUST RELY ON THEIR OWN TAX, FINANCIAL AND LEGAL ADVISORS, IN RELATION TO THEIR PARTICIPATION IN THE OFFER. THE COMPANY, THE BRLM AND THEIR RESPECTIVE LEGAL COUNSEL AND OTHER PROFESSIONAL ADVISORS SHALL NOT BE RESPONSIBLE OR LIABLE TO THE SELLING SHAREHOLDERS OR TO ANY OTHER PERSONS IN RELATION TO THE OFFER FOR SALE, INCLUDING IN RELATION TO ANY BAD FAITH, NEGLIGENCE, DEFAULT OR MISCONDUCT BY ANY SELLING SHAREHOLDERS IN THIS RELATION.

The Company reserves the right, at its sole discretion, to modify or vary the terms and conditions set out in this scheme for your participation in the Offer for Sale, including where any relevant approvals are not obtained in a timely manner or at all. The Company also reserves the right to settle all questions, difficulties or doubts that may arise in regard to the Offer process generally and the Offer for Sale process specifically, and to take all incidental and ancillary steps in this connection.

Please note that the contents of this letter are confidential and cannot be communicated to or shared with any party without prior written approval by the Company. Disclosure of this letter by any party may have an adverse impact on the proposed Offer and the Company will not be responsible for any delay on account of such disclosure by any party.

Sincerely,

For and on behalf of Spectrum Talent Management Limited

Rajeev Agarwal
Director

PAN NO - AARCS4776M, CIN NO - U51100DL2012PLC235573

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ANNEXURE A**CONSENT FORM**

(Please note that specific instructions against each entry are indicated in *Italics*. Before filing up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in **Annexure C**, as well as the detailed terms of participation in the Offer for Sale, indicated in **Enclosure A1**. For your ease of reference, certain 'frequently asked questions' are also set out in **Annexure D**. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)

Name of the Shareholder (Sole/First Holder)	Mr. Vidur Gupta
Address	E-2210, Prateek Edifice, Sector 107, Gautam Buddha Nagar, Uttar Pradesh-201301.
Registered Folio No./ DP ID and Client ID	Folio No. S002/DP ID: IN301549 Client ID: 54038269
Contact details	Land line number (with STD code): 0120-4258857 Mobile number (with country code): +91 9999972137 E-mail id: sidharth@spectrumtalent.co.in

Date: 20/05/2023

To:
Ajit Singh
Company Secretary & Compliance Officer
Block C, Plot no. C-142,
Sector 63, Noida, Gautam Buddha Nagar,
Uttar Pradesh 201301.

Subject: Consent to participate in the proposed Initial Public Offering ("IPO") of Spectrum Talent Management Limited (the "Issuer")

Dear Sir(s),

1. I refer to the letter dated 20th May, 2023, sent by the Issuer, inviting me to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Issuer including **Annexure E** ("Letter"). I agree and acknowledge that I have read the Letter, and understood its contents.
2. I confirm that I am in compliance with the terms and conditions set out in the Letter for my participation in the Offer for Sale. I agree that I shall enter into an Offer Agreement and other related agreements with, *inter alia*, the Issuer, BRLM and selling shareholders (i.e. me) on mutually acceptable terms as may be required under the applicable laws in relation to the Offer for Sale. In addition, I acknowledge receipt of the draft terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to my participation in the Offer for Sale', which is currently indicative and non-binding on me but which will be discussed, negotiated, finalised between, *inter alia*, the Issuer, BRLM, and the selling shareholders (i.e. me) and then form part of such Offer Agreement to be entered into by, *inter alia*, the Issuer, BRLM, and the selling shareholders (i.e. me).
3. Accordingly, subject to the acceptance of my Offer Shares, I, holding 85,06,060 Equity Shares, hereby give consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):

Vidur Gupta

Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Words
Mr. Vidur Gupta	AFQPG3151H	4,46,000	Four lakhs forty six thousand only

4. In relation to my participation in the Offer for Sale, I am aware that my Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I specifically confirm that I have held the Offer Shares for a continuous period from the date of acquisition below:
5. Further, offer Shares which are issued under a bonus issue, the securities on which the bonus issue is made has been held for a period of at least one year prior to the filing of the DRHP. The details are as below:

No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	4,46,000	March 05, 2019	N. A. (Since shares were acquired through Bonus)


6. Also, (a) such bonus shares are issued out of free reserves and share premium existing in the books of account of the Issuer as at the end of the financial year preceding the financial year in which the DRHP is filed with the National Stock Exchange of India Limited; and (b) such bonus shares are not issued by utilization of revaluation reserves or unrealized profits of the Issuer and are eligible for being offered for sale in the Offer; and

I further agree and acknowledge that my Offer Shares (or a portion thereof) may be returned to me if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Issuer as on the date of the Letter or being the subject matter of any dispute. Further, I understand and acknowledge that my consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Issuer to accept all the Offer Shares tendered by me.

7. In relation to my participation in the Offer for Sale, I am aware that my Offer Shares, need to be held in dematerialized form and accordingly, I hereby confirm that my Offered Shares are in dematerialized form.
8. I give my consent to the inclusion of my name as a selling shareholder in the Red Herring Prospectus ("RHP") to be filed with the National Stock Exchange of India Limited where the equity shares are proposed to be listed also with the Registrar of Companies, Delhi and Prospectus and such other documents as may be required to be issued in relation to the SME IPO. I hereby authorize the Issuer to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
9. I consent to provide such documents as may be required by the Issuer or by the Book Running Lead Manager to the IPO ("BRLM" or "Book Running Lead Manager"), so as to enable the Issuer to undertake requisite filings with the regulatory authorities in India. Further, I agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on repatriation basis.
10. I acknowledge and consent to applicable Offer for Sale expenses, as decided by the Issuer to be deducted, in proportion to the number of Offer Shares sold, from my share of the proceeds of the Offer for Sale, prior to being disbursed to me.

Understand

Yours Sincerely,

Particulars	Name	Signature
Sole/First Holder	Mr. Vidur Gupta	
Place	Delhi	
Date	20/05/2023	

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.

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ACKNOWLEDGEMENT SLIP

Received Consent from Mr. Vidur Gupta, consenting to participate in the Offer for Sale by offering 4,46,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 4,46,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

For and on behalf of Spectrum Talent Management Limited


Ajit Singh
Company Secretary & Compliance Officer



INSTRUCTIONS

- Please read the following instructions carefully before filling the Consent Form.
- Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.
- In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.
- A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.

Under Seal

ENCLOSURE A1

Confirmations and Covenants in relation to your Participation in the Offer for Sale

A. General confirmation and covenants

1. You confirm that you are the legal and beneficial holder of, and hold clear and marketable title to the Equity Shares proposed to be offered in the initial public offering ("IPO") of the Issuer ("Offer Shares"), and that such Equity Shares are fully paid up and form part of the issued and paid-up capital of the Issuer for the terms and conditions for your participation in the Offer for Sale, are free from any pre-emptive rights, options, warrant, put, call, right to first refusal, commitment of sale, right to acquire or subscribe or any other right over any such Offer Shares, lien, trust, charges, pledges and encumbrances of any kind whatsoever. You further confirm that the Issuer has the absolute right to reject any Offer Shares, which do not form part of the issued and paid-up capital of the Issuer or which are the subject matter of a dispute, whether or not of a legal nature, including in relation to its title.
2. You confirm that your portion of the Offer Shares would have been held by you for a continuous period of at least one year prior to the date of filing the draft red herring prospectus ("DRHP") with the National Stock Exchange of India Limited in accordance with applicable laws. You confirm that Equity Shares are held by you in dematerialised form, and in the event Equity Shares are held in physical form, you undertake to dematerialize the Equity Shares on or before the date of filing of RHP or such other date as Issuer may decide.

However, please note that the above requirement of holding the Offer Shares for at least one year, is subject to certain exemptions, which includes:

- i. Offer Shares which are received on conversion or exchange of fully paid up compulsorily convertible securities including depository receipts, the holding period of such convertible securities is included in the calculation of the one year holding period;
- ii. Offer Shares which are received on conversion or exchange of fully paid-up compulsorily convertible securities, the conversion or exchange should be completed prior to filing of the RHP. Please note that full disclosure of the terms of conversion or exchange are required to be made in the Offer Documents;
- iii. Offer Shares which are issued under a bonus issue, the securities on which the bonus issue is made has been held for a period of at least one year prior to the filing of the DRHP. Also, (a) such bonus shares are issued out of free reserves and share premium existing in the books of account of the Issuer as at the end of the financial year preceding the financial year in which the DRHP was filed with National Stock Exchange of India Limited; and (b) such bonus shares are not issued by utilization of revaluation reserves or unrealized profits of the Issuer and are eligible for being offered for sale in the Offer; and
- iv. Offer Shares which have been acquired pursuant to any scheme approved by a High Court under the sections 391 to 394 of the Companies Act, 1956, or approved by a tribunal or the Central Government under sections 230 to 234 of the Companies Act, 2013, as applicable, in lieu of business and invested capital which has been in existence for a period of more than one year prior to approval of such scheme.

Further, the Offer Shares should be free from all liens, charges and encumbrances, including 'lock-in' (other than any arrangement entered into with the BRLM for the purpose of the Offer), and together with all rights attached thereto. If the Offer Shares held by you are subject to any restraining

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order of any court or tribunal, any charge, lien, encumbrance or transfer restriction of any kind whatsoever, they cannot be offered in the Offer for Sale. Please note that the one year continuous period will be prior to the date of filing of the DRHP, and not from the last date for submission of the Consent Form.

3. You undertake that your Offer Shares shall be transferred to allottees in the Offer without any delay or demurrer on allotment and in accordance with the instructions of the registrar to the Offer ("Registrar"), free and clear of any encumbrances and shall be transferred to an escrow demat account at the appropriate stage post filing of the DRHP, in compliance with the provisions of applicable laws, in accordance with the directions of the board of directors of the Issuer and in accordance with the terms of the offer agreement and the share escrow agreement once entered into among parties, as applicable.
4. If you are a non-individual, you confirm that you have been duly incorporated, registered and are validly existing and in good standing under the applicable laws and no steps have been taken for your winding up, liquidation, dissolution or receivership under the applicable laws and you have the corporate power and authority to own or lease your movable and immovable properties, and to conduct your business.
5. If you are a non-individual, you confirm that you are not in breach of your constitution or any agreement or instrument binding on you or any applicable law, by the sale and delivery of the Offer Shares in the Offer;
6. You confirm that there is no agreement or commitment outstanding which calls for the transfer of, or accords to any person the right to call for the transfer of the Offer Shares, whether directly or indirectly, and the Offer Shares to be sold by you pursuant to the Offer for Sale are not subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.
7. If you are a body corporate, you confirm that (a) neither you, nor your directors or promoters, or persons in control, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you or your directors or shareholders, including show cause notices issued, by SEBI or any other regulatory authority, whether in India or abroad, against you, which will prevent you from offering and selling your portion of the Offer Shares in the Offer; (c) you have not been identified as wilful defaulters by the RBI; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) that you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended and to the extent applicable.
8. If you are a trust, you confirm that (a) neither you, nor any other trustee or beneficiaries or settlors, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you, nor any other trustee or beneficiaries or settlors, and you or any other trustee or beneficiaries or settlors have not been identified as wilful defaulters by the RBI; and (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.

Understand

If you are a Hindu Undivided Family ("HUF"), you confirm that (a) neither you, nor any other member of the HUF, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, or any other member of the HUF, and you or any other member of the HUF have not been identified as wilful defaulters by the RBI; (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.

9. If you are not a body corporate, trust or a HUF, you confirm that (a) you have not been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, and you have not been identified as wilful defaulters by the RBI and (c) you are not a "fugitive economic offender" under section 12 of the Fugitive Economic Offenders Act, 2018; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, to the extent applicable.
10. You confirm and undertake that any of the agreements to be executed on your behalf, in relation to the IPO, will constitute a valid and legally binding instrument, and will be enforceable against you in accordance with its terms. Further, the execution and delivery of such agreements on your behalf, and the performance by you of any obligations as contemplated under such agreements shall not conflict with, or result in a breach or default or violation of any provision of applicable laws or any agreement, obligation, condition or covenant contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other instrument binding on you or to which you or any of your assets or properties are party or subject or any judgment, order or decree of any governmental or regulatory body, administrative agency, arbitrator or court or other authority having jurisdiction. If you are non-individual, execution of any such agreement or performance thereof, will not result default or violation or breach of any of the constitutional documents. Further, you are not aware of, nor you are party to any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer or affect the rights of the purchasers of your Offer Shares in the Offer.
11. Unless you are an Exempted Shareholder¹ or as maybe specifically exempted by SEBI, you agree that the Equity Shares held by you other than the Offer Shares sold in the IPO, shall be locked-in from the date of allotment / transfer of Equity Shares in the IPO for a period of six months.
12. If you are a body corporate, you confirm that you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite corporate approvals pertaining to the Offer for Sale, including resolutions passed by your board of directors, approving your participation in the Offer for Sale. You confirm that you have obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.
13. If you are a trust or a HUF, you confirm you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite approvals pertaining to the Offer for Sale, approving your participation in the Offer for Sale. You confirm that you have

¹ If you are a venture capital fund or alternative investment fund of category I or Category II or a foreign venture capital investor, and the equity shares held by you have already been held for a continuous period of one year from the date of your purchase of the equity shares.

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obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.

14. You confirm and under take that you have no tendered, and shall not enter into, buy back arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the IPO.
15. You confirm and under take that neither you nor your affiliates (in case you are a body corporate) or any person acting on your or their behalf has not take nor will take, directly or indirectly, any action designed to, or which might reasonably be expected to, cause or result in the stabilization or manipulation of the price of any security of the Issuer to facilitate the sale or resale of the Equity Shares pursuant to the IPO.
16. You confirm and undertake that neither you nor any of your representatives will affect any amendment or supplement to the Offer Documents without the prior written consent of the book running lead manager to the IPO ("BRLM" or "Book Running Lead Manager"). You confirm and undertake that neither you nor any of your representatives will not make any offer relating to the Offer Shares by means of any offering materials other than the Offer Documents without the prior written consent of the BRLM.
17. You confirm that you are not aware of and do not anticipate any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer for Sale or affect the rights of the purchasers of the Offer Shares in the IPO.
18. If you are a trust, you undertake that you shall not, and shall ensure that your trustees, beneficiaries and settlers shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
19. If you are a HUF, you undertake that you shall not, and shall ensure that members of your HUF, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
20. If you are a body corporate, you undertake that you shall not, and shall ensure that your directors, officers, subsidiaries, associates, affiliates, members, promoters, persons in control, employees, agents or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
21. If you are not a body corporate, trust or HUF, you undertake that you shall not, and shall ensure that affiliates or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
22. You undertake that you shall disclose and furnish to the Issuer and the Book Running Lead Manager, promptly, all information and documents relating to: (i) any pending, threatened or potential litigation, arbitration, complaint or notice that may affect the Offer for Sale or the Offer Shares; (ii) any other material development, relating to you or the Equity Shares offered by you in the Offer for Sale, which may have an effect on the IPO or otherwise on the Issuer, until the listing and trading of Equity Shares on the stock exchanges. You undertake to provide requisite support and cooperation and to disclose and furnish to the Issuer and the Book Running Lead Manager, at the earliest, all information, documents, certificates, reports and particulars for the purposes of the Offer

Understand

including opinions and certifications of legal counsels, as may be reasonably required or requested by the Issuer or the Book Running Lead Manager or their affiliates, in writing, to enable the Issuer and the Book Running Lead Manager to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, as may be required under any applicable laws. You also undertake to promptly inform the Book Running Lead Manager and the Issuer in writing of any change to such information, confirmation and certifications until the date of listing. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.

23. You undertake to provide requisite support and cooperation and to disclose and furnish to the Issuer and the Book Running Lead Manager, at the earliest, all information, documents, certificates, reports and particulars for the purposes notifying SEBI, the Registrar of Companies, the stock exchange or any other governmental or regulatory authority and investors of any queries raised or reports sought, by SEBI, the Registrar of Companies, the stock exchange or any other governmental or regulatory authority.
24. If you are a body corporate, trust or HUF, you understand and acknowledge that certain details in relation to you may require to be disclosed in the offer documents relating to the IPO. In this regard, you agree to provide and to the inclusion of the details, as set out in **Enclosure A2** to the consent form, in the offer documents relating to the IPO and such other documents as may be required to be issued in relation to the Offer.
25. You confirm and undertake to not offer any incentive and payment, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a bid in the Offer, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a bid in the Offer.
26. You confirm that the information, confirmation and certifications provided by you pursuant to the consent form including in relation to statements made by you as a selling shareholders and your portion of Offer Shares, are true, fair, adequate, accurate, not misleading and without omission of any matter that is required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and undertake to promptly inform the Book Running Lead Manager and the Issuer of any change to such information, confirmation and certifications until the date when the Equity Shares commence trading on the stock exchange. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.
27. You agree and acknowledge that you will not have access to monies raised in the Offer until receipt of final listing and trading approvals from the stock exchange and the receipt of which may be delayed in the event of (i) non-receipt of a regulatory approval within the specified timelines or non-compliance with the conditions specified in the approval; (ii) existence of any litigation resulting in a stay on the Offer; (iii) instruction by SEBI or any other regulatory authority to the Issuer prohibiting it from proceeding with the Offer or (iv) for any other reason beyond the control of the Issuer. You undertake to refund the money raised in the Offer, to the applicants if required to do so for any reason, including the failure to obtain listing and trading approvals or under any direction or order of SEBI, the stock exchange, the Registrar of Companies, the GoI or any regulatory or supervisory authority or court or tribunal (inside or outside India) and further agreed and undertakes to pay interest on such money as may be required under applicable law or orders of SEBI, the stock exchange, the Registrar of Companies, the GoI or any other regulatory or supervisory authority or court or tribunal.
28. You confirm and undertake that you shall not, without prior consultation with the Book Running Lead Manager, during the period commencing from the date of the execution of the offer agreement and ending on the date, earlier of, (a) 180 (one hundred and eighty) calendar days after the date of

Underwritten

the Prospectus; (b) the date on which the ASBA accounts of bidders (other than Anchor Investors) are unblocked or bid monies are refunded (in case of Anchor Investors) on account of inter-alia, failure to obtain listing approvals in relation to the Offer or under-subscription in the Offer; or (c) the date as on which the Offer is withdrawn, postponed or abandoned, as applicable, directly or indirectly; or (d) such other date as may be agreed to, under the Offer Agreement: (i) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Equity Shares (other than the Offer Shares) or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Equity Shares; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Equity Shares (other than the Offer Shares) or any other securities convertible into or exercisable as or exchangeable for Equity Shares (other than the Offer Shares); (iii) publicly announce any intention to enter into any transaction described in (i) or (ii) above; whether any such transaction described in (i) or (ii) above is to be settled by delivery of Equity Shares or such other securities, in cash or otherwise; or (iv) engage in any publicity activities prohibited under applicable law in any jurisdiction in which the Offer Shares are being offered; and (iv) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the offer documents. Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

You further confirm and undertake that you shall not, from the date of execution of the Offer Agreement, without the prior written consent of the Book Running Lead Manager, (x) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Offer Shares; (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Offer Shares; (z) publicly announce any intention to enter into any transaction described in (x) or (y) above; whether any such transaction described in (x) or (y) above is to be settled by delivery of Offer Shares, in cash or otherwise; and (aa) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the Offer Documents. Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

29. You confirm to have authorised the Book Running Lead Manager to Offer and circulate the Offer Documents to prospective investors, subject to compliance with applicable laws in any relevant jurisdiction.
30. You confirm and undertake that neither you nor any of your affiliates acting on your behalf, have transferred or will, transfer or transmit any information to any of the Book Running Lead Manager in violation, or alleged violation, of any applicable law in relation to confidentiality or insider trading (including in relation to furnishing information to analysts).
31. You agree to have authorised the compliance officer of the Issuer and the Registrar to redress complaints, if any, of the investors in relation to your portion of the Offer Shares and to assist the Issuer in redressal of investor grievances, if any, in relation to your portion of the Offer Shares being transferred by you in the Offer.
32. You undertake to provide all such information, reports, statements, declarations, undertakings, clarifications, documents and certifications as required by the Issuer and Book Running Lead Manager with respect to IPO and undertake that such information, declarations, reports, statements, undertakings, documents etc. as may be provided by you and your representatives in connection with

Understand

the Offer shall be true and accurate and shall not omit any relevant material information.

33. You confirm and undertake to pay or procure payment of, promptly upon the same becoming due, any fees, stamp, registration or other taxes and duties, including interest and penalties, payable on or in connection with the sale of its portion of the Offer Shares to any bidder pursuant to the Offer in accordance with terms of the offer documents, in compliance with applicable laws. You further undertake to pay any goods and services tax, or similar taxes, cess, duties, charges payable in connection with the payment of commission and fees payable to the Book Running Lead Manager in accordance with terms of agreement entered in relation to the Offer and procure any certificate from a chartered accountant with respect to direct tax liability pursuant to the Offer, as may be required by the Book Running Lead Manager.
34. You agree and confirm to use commercially reasonable efforts, in cooperation with the Book Running Lead Manager, to qualify your portion of the Offer Shares under the applicable securities laws of such jurisdictions as the Book Running Lead Manager may reasonably designate (other than requirements which would necessitate registration of a prospectus in such jurisdiction) and to maintain such qualifications in effect for any period that may reasonably be necessary to complete the distribution of the Equity Shares.
35. You agree and acknowledge to comply with selling and transfer restrictions as may be implemented by the Issuer and the Book Running Lead Manager to ensure that the Offer and the Issuer is in compliance with securities laws of jurisdictions where such offer or sale are expected to be made, to the extent applicable.
36. You confirm and undertake to provide to the Book Running Lead Manager (i) a draft of the opinions and certifications of its Indian and local legal counsel, as applicable, prior to the date of filing of the DRHP, in such form and manner as acceptable to the Book Running Lead Manager, and (ii) executed versions of the opinions and certifications of its Indian and local legal counsel, as applicable, on the date of transfer of its portion of the Offer Shares in the Offer.
37. You agree and acknowledge that certain processes outlined in this letter for your participation in the Offer for Sale, may be subject to certain regulatory approvals and consents, including from the RBI. If such approvals are not obtained in a timely manner or at all, while the Issuer reserves the right to modify or vary the terms of your participation in the Offer for Sale, you agree that the Issuer also reserves the right to cancel your participation in the Offer for Sale and the Equity Shares shall be returned to you.
38. You confirm that you are in compliance with the publicity and research guidelines and have not engaged and undertake to not engage in any publicity activities prohibited under the SEBI ICDR Regulations. You confirm and undertake that, you are not engaged in active selling and/or marketing of shares of the Issuer in India or abroad and that you have not made any statements including predictions, projections or forecasts in relation to the Issuer.
39. You agree and acknowledge that in the event that any requests are made to the Book Running Lead Manager to deliver any documents or information relating to the Offer to you, or delivery of any such documents or information is required by applicable laws to be made, via electronic transmissions, the privacy or integrity of such electronic transmissions cannot be guaranteed. You further agree and acknowledge that to the extent that any documents or information relating to the Offer are transmitted electronically by the Book Running Lead Manager, it releases the Book Running Lead Manager and their respective affiliates, and their respective directors, employees, agents, representatives and advisors, as applicable, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with, electronic communication of any information, or reliance thereon, by it or its affiliates or its respective directors, employees, agents, representatives and advisors, and including

Underwritten

any act or omission of any service providers, and any unauthorised interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.

40. You agree and confirm that the Issuer has the sole and absolute discretion and authority to withdraw this Letter and/or not proceed with the IPO at any point, until allotment and/or transfer of Equity Shares pursuant to the IPO, including on the grounds of non-receipt of any approvals that may be required or deemed necessary in respect of the IPO, including any approvals from regulatory authorities including, but not limited to, SEBI or RBI.
41. I/We confirm that the sale of Offer Shares when undertaken pursuant to the IPO (i) will be a genuine transaction which will not result in circular trading as a result of any actions undertaken by me/us, or persons acting in concert with me/us; (ii) is intended to involve change of legal and beneficial ownership; and (iii) is not being executed to create false volumes which could result in upsetting the market equilibrium.
42. I/We agree and confirm that submission of a consent form does not in any manner obligate or bind the Issuer to accept any Equity Shares offered by me/us and that, in the event that I/we fail to observe the restrictions or comply with any conditions of the IPO process or any legal or regulatory requirements, the decision regarding my/our participation in the Offer for Sales shall be at the sole and absolute discretion of the Issuer.
43. You acknowledge that post scrutiny of your consent form and ascertaining the eligibility of your Equity Shares, a communication, either through physical or electronic mode, will be dispatched by the Issuer/ registrar to the Offer, confirming the number of Equity Shares accepted for participation in the Offer for Sale. You undertake that the dispatch of such communication from the Issuer/ Registrar shall be deemed a valid, binding and irrevocable contract to participate in the Offer for Sale, and you will not have the right to change the number of or withdraw any Offer Shares proposed for sale or included in the Offer for Sale, without the prior consent of the Issuer and the Book Running Lead Manager.

B. Additional confirmations and covenants

1. You agree that you shall complete the dematerialization of your Offer Shares, if any shares are held in physical form, and deposit such dematerialized Offer Shares proposed for sale in the Offer for Sale in the escrow account(s) as indicated in Annexure A of the letter, on or before the date as shall be communicated by the Issuer either through physical or electronic mode, and comply with such instructions and conditions as will be set out in the communication sent to you.
2. You agree that you shall also submit a photocopy of the delivery instructions or counterfoil of the delivery instructions submitted to the depository participant of your depository account and duly acknowledged by such depository participant crediting the Offer Shares to the escrow account(s). In addition, you agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders within the specified time.
3. You agree that in case of any discrepancy between the Offer Shares deposited in escrow account(s) and the number of Offer Shares mentioned in the Consent Form, then the lower number of Equity Shares will be considered for the Offer for Sale and the excess number of Equity Shares will be returned.
4. You agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders in the IPO within the specified time.

Under the

5. You agree and acknowledge that, at the sole discretion of the Issuer and the Book Running Lead Manager, the Issuer, in its capacity as the recipient of your power of attorney, may obtain on your behalf, a legal opinion, in a form and manner to the satisfaction of the Issuer and the Book Running Lead Manager covering such matters as may be required, including the indicative points detailed in **Annexure C** at different stages of the IPO process, addressed to the Issuer and the Book Running Lead Manager, in relation to certain matters relating to yourself and your Offer Shares.
6. You agree that if you submit multiple consent forms, whether or not through physical or electronic modes, the Issuer shall consider, at its sole and absolute discretion, the application form, which indicates the lowest number of Equity Shares, and any other consent forms shall be rejected.
7. You agree to provide such documents as may be required by the Issuer or by the Book Running Lead Manager, so as to enable requisite filings with the regulatory authorities in India. Specifically, if you are a non-resident Indian, you agree to provide copies of RBI approvals obtained by you at the time of the initial investment, as applicable, evidencing that the Equity Shares held by you are on a repatriation/non- repatriation basis.
8. You agree that in the event of any change in the nature of your holding of the Offer Shares or a change in your constitution or legal existence, you will immediately intimate the Issuer.
9. You agree that the Issuer shall also be entitled to seek additional information, documents and representations from you, including for your continued participation in the Offer for Sale.

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.



ENCLOSURE A2

Details of Selling Shareholder

[Note: Please add details as applicable, or state nil]

- a. Name of Selling Shareholder: Mr. Vidur Gupta
- b. Number of Equity Shares to be offered in the OFS portion: 4,46,000 Equity Shares
- c. Legal counsel of Selling Shareholder: N.A.
- d. Date of authorization: 20/05/2023
- e. Date of consent letter: 20/05/2023
- f. Registered address: E-2210, Prateek Edifice, Sector 107, Gautam Buddha Nagar, Uttar Pradesh-201301.
- g. PAN No.: AFQPG3151H
- h. Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholder are to be transferred (net of deductions and the applicable taxes):

Account holder: Vidur Gupta

Bank: HDFC Bank

Account Number: 09751000005570

IFSC Code: HDFC0000975

- i. Build-up of shareholding in the Issuer:

Date of Allotment/ Transfer	Nature of Transactions	Nr. of Equity Shares	Cost per Equity Share(₹)	Total Cost (₹)
Since Incorporation	Subscription to MOA ⁽¹⁾	25,000	10	25,000
March 05, 2019	Bonus ⁽²⁾	23,50,000	-	23,50,000
March 02, 2022	Buy-Back of shares ⁽³⁾	(4,75,000)	60	(2,85,00,000)
December 19, 2022	Conversion of 6% Preference shares to Equity Shares ⁽⁴⁾	3,95,833	60	2,37,9,980
December 22, 2022	Bonus ⁽⁵⁾	66,57,915	-	66,57,915
December 28, 2022	Transfer by Gift ⁽⁶⁾	(4,47,688)	-	(4,47,688)

⁽¹⁾ Initial Subscriber to Memorandum of Association.

⁽²⁾ Allotment of Bonus shares in the ratio of 94:1

⁽³⁾ Buy back of shares

⁽⁴⁾ Conversion of 6% Non-Cumulative Redeemable Preference Share into Equity shares

⁽⁵⁾ Allotment of Bonus shares in the ratio of 29:10

⁽⁶⁾ Shares transfer by Gift to Deepika Gupta, Veena Gupta and Rajesh Gupta of 179075, 179075 and 89538 respectively.

Vidur Gupta

ANNEXURE A**CONSENT FORM**

(Please note that specific instructions against each entry are indicated in *Italics*. Before filing up this Consent Form, please specifically read the instructions, the checklist of documents and steps indicated in Annexure C, as well as the detailed terms of participation in the Offer for Sale, indicated in Enclosure A1. For your ease of reference, certain 'frequently asked questions' are also set out in Annexure D. Capitalized terms used herein, and not defined shall have the meaning ascribed to them elsewhere in the letter.)

Name of the Shareholder (Sole/First Holder)	Mr. Sidharth Agarwal
Address	C-1006 10th Floor, Prateek Edifice, Sector 107, Noida Gautam Buddha Nagar, Uttar Pradesh-201301.
Registered Folio No./ DP ID and Client ID	S001/DP ID: IN302814 Client ID: 12234947
Contact details	Land line number (with STD code): 0120-4258857 Mobile number (with country code): +91 9999768194 E-mail id: sidharth@spectrumtalent.co.in

Date: 20/05/2023

To:

Ajit Singh

Company Secretary & Compliance Officer

Block C, Plot no. C-142,

Sector 63, Noida, Gautam Buddha Nagar,

Uttar Pradesh 201301.

Subject: Consent to participate in the proposed Initial Public Offering ("IPO") of Spectrum Talent Management Limited (the "Issuer")

Dear Sir(s),

1. I refer to the letter dated 20th May, 2023, sent by the Issuer, inviting me to participate in the offer for sale ("Offer for Sale"), in relation to the IPO of the Issuer including Annexure E ("Letter"). I agree and acknowledge that I have read the Letter, and understood its contents.
2. I confirm that I am in compliance with the terms and conditions set out in the Letter for my participation in the Offer for Sale. I agree that I shall enter into an Offer Agreement and other related agreements with, *inter alia*, the Issuer, BRLMs and selling shareholders (i.e. me) on mutually acceptable terms as may be required under the applicable laws in relation to the Offer for Sale. In addition, I acknowledge receipt of the draft terms and conditions set out in Enclosure A1 of this Consent Form – 'Confirmation and Covenants in relation to my participation in the Offer for Sale', which is currently indicative and non-binding on me but which will be discussed, negotiated, finalised between, *inter alia*, the Issuer, BRLM, and the selling shareholders (i.e. me) and then form part of such Offer Agreement to be entered into by, *inter alia*, the Issuer, BRLM, and the selling shareholders (i.e. me).
3. Accordingly, subject to the acceptance of my Offer Shares, I, holding 85,06,060 Equity Shares, hereby give consent to the inclusion of the following number of Equity Shares in the Offer for Sale ("Offer Shares"):



Name of first/sole holders as well as the joint holders.	Permanent Account Number	Number of Offer Shares	In Words
Mr. Sidharth Agarwal	AENPA6315F	4,46,000	Four lakhs forty six thousand only

4. In relation to my participation in the Offer for Sale, I am aware that my Offer Shares need to be held continuously for a period of one year prior to the filing of the DRHP. Accordingly, I specifically confirm that I have held the Offer Shares for a continuous period from the date of acquisition below:

5. Further, offer Shares which are issued under a bonus issue, the securities on which the bonus issue is made has been held for a period of at least one year prior to the filing of the DRHP. The details are as below:

No.	Number of Offer Shares	Date of Acquisition / Transfer	Cost of acquisition (per Equity Share) (in ₹)
1.	4,46,000	March 05, 2019	N. A. (Since shares were acquired through Bonus)


6. Also, (a) such bonus shares are issued out of free reserves and share premium existing in the books of account of the Issuer as at the end of the financial year preceding the financial year in which the DRHP is filed with the National Stock Exchange of India Limited; and (b) such bonus shares are not issued by utilization of revaluation reserves or unrealized profits of the Issuer and are eligible for being offered for sale in the Offer; and

I further agree and acknowledge that my Offer Shares (or a portion thereof) may be returned to me if such Offer Shares are not eligible to be included in the Offer for Sale, including as a result of such Offer Shares not having been continuously held by me for a period of one year prior to filing of the DRHP, or as a result of such Offer Shares not forming part of the issued and paid-up capital of the Issuer as on the date of the Letter or being the subject matter of any dispute. Further, I understand and acknowledge that my consent for the inclusion of the above number of Offer Shares as part of the Offer for Sale does not in any manner bind or compel the Issuer to accept all the Offer Shares tendered by me.

7. In relation to my participation in the Offer for Sale, I am aware that my Offer Shares, need to be held in dematerialized form and accordingly, I hereby confirm that my Offered Shares are in dematerialized form.
8. I give my consent to the inclusion of my name as a selling shareholder in the Red Herring Prospectus ("RHP") to be filed with the National Stock Exchange of India Limited where the equity shares are proposed to be listed also with the Registrar of Companies, Delhi and Prospectus and such other documents as may be required to be issued in relation to the SME IPO. I hereby authorize the Issuer to deliver a copy of this Consent Form to the RoC or any other regulatory or other authority, if required, pursuant to Sections 26 and 32 of the Companies Act, 2013, or any other applicable laws.
9. I consent to provide such documents as may be required by the Issuer or by the Book Running Lead Manager to the IPO ("BRLM" or "Book Running Lead Manager"), so as to enable the Issuer to undertake requisite filings with the regulatory authorities in India. Further, I agree to provide copies of RBI and / or other relevant approvals obtained at the time of the initial investment, as applicable, evidencing that the Equity Shares held are on repatriation basis.
10. I acknowledge and consent to applicable Offer for Sale expenses, as decided by the Issuer to be deducted, in proportion to the number of Offer Shares sold, from my share of the proceeds of the Offer for Sale, prior to being disbursed to me.



Yours Sincerely,

Particulars	Name	Signature
Sole/First Holder	Mr. Sidharth Agarwal	
Place	Delhi	
Date	20/05/2023	

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.

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ACKNOWLEDGEMENT SLIP

Received Consent from Mr. Sidharth Agarwal, consenting to participate in the Offer for Sale by offering 4,46,000 Equity Shares.

Pursuant to the terms and conditions set out in the Letter, participation in the Offer for Sale is conditionally accepted for 4,46,000 Equity Shares, subject to deposit of such Equity Shares in the escrow account(s) maintained with the Registrar and compliance with the other conditions mentioned in the Letter.

For and on behalf of Spectrum Talent Management Limited


Ajit Singh

Company Secretary & Compliance Officer



INSTRUCTIONS

- Please read the following instructions carefully before filling the Consent Form.
- Consent Form should be complete in all respects including the relevant enclosures. Incomplete forms would not be considered.
- In case of joint holdings, all holders must sign in the same order in which their names appear in their beneficiary account.
- A body corporate (including a limited liability partnership) must affix its common seal on this Consent Form and enclose copies of its board resolution authorizing this transaction.



ENCLOSURE A1

Confirmations and Covenants in relation to your Participation in the Offer for Sale

A. General confirmation and covenants

1. You confirm that you are the legal and beneficial holder of, and hold clear and marketable title to the Equity Shares proposed to be offered in the initial public offering ("IPO") of the Issuer ("Offer Shares"), and that such Equity Shares are fully paid up and form part of the issued and paid-up capital of the Issuer for the terms and conditions for your participation in the Offer for Sale, are free from any pre-emptive rights, options, warrant, put, call, right to first refusal, commitment of sale, right to acquire or subscribe or any other right over any such Offer Shares, lien, trust, charges, pledges and encumbrances of any kind whatsoever. You further confirm that the Issuer has the absolute right to reject any Offer Shares, which do not form part of the issued and paid-up capital of the Issuer or which are the subject matter of a dispute, whether or not of a legal nature, including in relation to its title.
2. You confirm that your portion of the Offer Shares would have been held by you for a continuous period of at least one year prior to the date of filing the draft red herring prospectus ("DRHP") with the National Stock Exchange of India Limited in accordance with applicable laws. You confirm that Equity Shares are held by you in dematerialised form, and in the event Equity Shares are held in physical form, you undertake to dematerialize the Equity Shares on or before the date of filing of RHP or such other date as Issuer may decide.

However, please note that the above requirement of holding the Offer Shares for at least one year, is subject to certain exemptions, which includes:

- i. Offer Shares which are received on conversion or exchange of fully paid up compulsorily convertible securities including depository receipts, the holding period of such convertible securities is included in the calculation of the one year holding period;
- ii. Offer Shares which are received on conversion or exchange of fully paid-up compulsorily convertible securities, the conversion or exchange should be completed prior to filing of the RHP. Please note that full disclosure of the terms of conversion or exchange are required to be made in the Offer Documents;
- iii. Offer Shares which are issued under a bonus issue, the securities on which the bonus issue is made has been held for a period of at least one year prior to the filing of the DRHP. Also, (a) such bonus shares are issued out of free reserves and share premium existing in the books of account of the Issuer as at the end of the financial year preceding the financial year in which the DRHP was filed with National Stock Exchange of India Limited; and (b) such bonus shares are not issued by utilization of revaluation reserves or unrealized profits of the Issuer and are eligible for being offered for sale in the Offer; and
- iv. Offer Shares which have been acquired pursuant to any scheme approved by a High Court under the sections 391 to 394 of the Companies Act, 1956, or approved by a tribunal or the Central Government under sections 230 to 234 of the Companies Act, 2013, as applicable, in lieu of business and invested capital which has been in existence for a period of more than one year prior to approval of such scheme.

Further, the Offer Shares should be free from all liens, charges and encumbrances, including 'lock-in' (other than any arrangement entered into with the BRLM for the purpose of the Offer), and together with all rights attached thereto. If the Offer Shares held by you are subject to any restraining



order of any court or tribunal, any charge, lien, encumbrance or transfer restriction of any kind whatsoever, they cannot be offered in the Offer for Sale. Please note that the one year continuous period will be prior to the date of filing of the DRHP, and not from the last date for submission of the Consent Form.

3. You undertake that your Offer Shares shall be transferred to allottees in the Offer without any delay or demurrer on allotment and in accordance with the instructions of the registrar to the Offer ("Registrar"), free and clear of any encumbrances and shall be transferred to an escrow demat account at the appropriate stage post filing of the DRHP, in compliance with the provisions of applicable laws, in accordance with the directions of the board of directors of the Issuer and in accordance with the terms of the offer agreement and the share escrow agreement once entered into among parties, as applicable.
4. If you are a non-individual, you confirm that you have been duly incorporated, registered and are validly existing and in good standing under the applicable laws and no steps have been taken for your winding up, liquidation, dissolution or receivership under the applicable laws and you have the corporate power and authority to own or lease your movable and immovable properties, and to conduct your business.
5. If you are a non-individual, you confirm that you are not in breach of your constitution or any agreement or instrument binding on you or any applicable law, by the sale and delivery of the Offer Shares in the Offer;
6. You confirm that there is no agreement or commitment outstanding which calls for the transfer of, or accords to any person the right to call for the transfer of the Offer Shares, whether directly or indirectly, and the Offer Shares to be sold by you pursuant to the Offer for Sale are not subject to any restrictions on transfer, including, without limitation, any lock-up, standstill or other similar agreements or arrangements.
7. If you are a body corporate, you confirm that (a) neither you, nor your directors or promoters, or persons in control, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you or your directors or shareholders, including show cause notices issued, by SEBI or any other regulatory authority, whether in India or abroad, against you, which will prevent you from offering and selling your portion of the Offer Shares in the Offer; (c) you have not been identified as wilful defaulters by the RBI; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) that you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended and to the extent applicable.
8. If you are a trust, you confirm that (a) neither you, nor any other trustee or beneficiaries or settlors, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court; (b) no action or investigation has been initiated either against you, nor any other trustee or beneficiaries or settlors, and you or any other trustee or beneficiaries or settlors have not been identified as wilful defaulters by the RBI; and (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.



If you are a Hindu Undivided Family ("HUF"), you confirm that (a) neither you, nor any other member of the HUF, have been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case, under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, or any other member of the HUF, and you or any other member of the HUF have not been identified as wilful defaulters by the RBI; (c) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (d) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, as amended to the extent applicable.

9. If you are not a body corporate, trust or a HUF, you confirm that (a) you have not been debarred or prohibited from accessing the capital markets or restrained from buying, selling or dealing in securities, in either case under any order or directions passed by SEBI; (b) no action or investigation has been initiated either against you, and you have not been identified as wilful defaulters by the RBI and (c) you are not a "fugitive economic offender" under section 12 of the Fugitive Economic Offenders Act, 2018; (d) you have not committed any securities laws violations in the past nor has any proceedings (including show cause notices) been pending against you nor SEBI or any other governmental entity had initiated any action or investigation against you; and (e) you are in compliance with Companies (Significant Beneficial Ownership) Rules, 2018, to the extent applicable.
10. You confirm and undertake that any of the agreements to be executed on your behalf, in relation to the IPO, will constitute a valid and legally binding instrument, and will be enforceable against you in accordance with its terms. Further, the execution and delivery of such agreements on your behalf, and the performance by you of any obligations as contemplated under such agreements shall not conflict with, or result in a breach or default or violation of any provision of applicable laws or any agreement, obligation, condition or covenant contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other instrument binding on you or to which you or any of your assets or properties are party or subject or any judgment, order or decree of any governmental or regulatory body, administrative agency, arbitrator or court or other authority having jurisdiction. If you are non-individual, execution of any such agreement or performance thereof, will not result default or violation or breach of any of the constitutional documents. Further, you are not aware of, nor you are party to any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer or affect the rights of the purchasers of your Offer Shares in the Offer.
11. Unless you are an Exempted Shareholder¹ or as maybe specifically exempted by SEBI, you agree that the Equity Shares held by you other than the Offer Shares sold in the IPO, shall be locked-in from the date of allotment / transfer of Equity Shares in the IPO for a period of six months.
12. If you are a body corporate, you confirm that you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite corporate approvals pertaining to the Offer for Sale, including resolutions passed by your board of directors, approving your participation in the Offer for Sale. You confirm that you have obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.
13. If you are a trust or a HUF, you confirm you have the power, capacity and authority to offer and sell your portion of the Offer Shares and that you have obtained all the requisite approvals pertaining to the Offer for Sale, approving your participation in the Offer for Sale. You confirm that you have

¹ If you are a venture capital fund or alternative investment fund of category I or Category II or a foreign venture capital investor, and the equity shares held by you have already been held for a continuous period of one year from the date of your purchase of the equity shares.



obtained all the consents which may be required under applicable law and/or under contractual arrangements by which you may be bound, pertaining to your participation in the Offer and has complied with, and shall comply with, the terms and conditions of such approvals and consents and all applicable laws.

14. You confirm and under take that you have no tendered, and shall not enter into, buy back arrangements directly or indirectly for purchase of the Equity Shares to be offered and sold in the IPO.
15. You confirm and under take that neither you nor your affiliates (in case you are a body corporate) or any person acting on your or their behalf has not take nor will take, directly or indirectly, any action designed to, or which might reasonably be expected to, cause or result in the stabilization or manipulation of the price of any security of the Issuer to facilitate the sale or resale of the Equity Shares pursuant to the IPO.
16. You confirm and undertake that neither you nor any of your representatives will affect any amendment or supplement to the Offer Documents without the prior written consent of the book running lead manager to the IPO ("BRLM" or "Book Running Lead Manager"). You confirm and undertake that neither you nor any of your representatives will not make any offer relating to the Offer Shares by means of any offering materials other than the Offer Documents without the prior written consent of the Book Running Lead Manager.
17. You confirm that you are not aware of and do not anticipate any legal proceeding or action by any regulatory or governmental authority or any third party, that could hinder your ability to participate in the Offer for Sale or affect the rights of the purchasers of the Offer Shares in the IPO.
18. If you are a trust, you undertake that you shall not, and shall ensure that your trustees, beneficiaries and settlers shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
19. If you are a HUF, you undertake that you shall not, and shall ensure that members of your HUF, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
20. If you are a body corporate, you undertake that you shall not, and shall ensure that your directors, officers, subsidiaries, associates, affiliates, members, promoters, persons in control, employees, agents or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
21. If you are not a body corporate, trust or HUF, you undertake that you shall not, and shall ensure that affiliates or any other person connected or affiliated with you, shall not, resort to any legal proceedings in respect of any matter having a bearing on the IPO, except in consultation with and after receipt of a prior written approval from the Issuer and the BRLM.
22. You undertake that you shall disclose and furnish to the Issuer and the Book Running Lead Manager, promptly, all information and documents relating to: (i) any pending, threatened or potential litigation, arbitration, complaint or notice that may affect the Offer for Sale or the Offer Shares; (ii) any other material development, relating to you or the Equity Shares offered by you in the Offer for Sale, which may have an effect on the IPO or otherwise on the Issuer, until the listing and trading of Equity Shares on the stock exchanges. You undertake to provide requisite support and cooperation and to disclose and furnish to the Issuer and the Book Running Lead Manager, at the earliest, all information, documents, certificates, reports and particulars for the purposes of the Offer



- including opinions and certifications of legal counsels, as may be reasonably required or requested by the Issuer or the Book Running Lead Manager or their affiliates, in writing, to enable the Issuer and the Book Running Lead Manager to cause the filing, in a timely manner, of such documents, certificates, reports and particulars, as may be required under any applicable laws. You also undertake to promptly inform the Book Running Lead Manager and the Issuer in writing of any change to such information, confirmation and certifications until the date of listing. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.
23. You undertake to provide requisite support and cooperation and to disclose and furnish to the Issuer and the Book Running Lead Manager, at the earliest, all information, documents, certificates, reports and particulars for the purposes notifying SEBI, the Registrar of Companies, the stock exchange or any other governmental or regulatory authority and investors of any queries raised or reports sought, by SEBI, the Registrar of Companies, the stock exchange or any other governmental or regulatory authority.
24. If you are a body corporate, trust or HUF, you understand and acknowledge that certain details in relation to you may require to be disclosed in the offer documents relating to the IPO. In this regard, you agree to provide and to the inclusion of the details, as set out in Enclosure A2 to the consent form, in the offer documents relating to the IPO and such other documents as may be required to be issued in relation to the Offer.
25. You confirm and undertake to not offer any incentive and payment, whether direct or indirect, in any manner, whether in cash or kind or services or otherwise, to any person for making a bid in the Offer, and shall not make any payment, whether direct or indirect, whether in the nature of discounts, commission, allowance or otherwise, to any person who makes a bid in the Offer.
26. You confirm that the information, confirmation and certifications provided by you pursuant to the consent form including in relation to statements made by you as a selling shareholders and your portion of Offer Shares, are true, fair, adequate, accurate, not misleading and without omission of any matter that is required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and undertake to promptly inform the Book Running Lead Manager and the Issuer of any change to such information, confirmation and certifications until the date when the Equity Shares commence trading on the stock exchange. In the absence of such intimation from you, such information, confirmation and certifications shall be considered updated.
27. You agree and acknowledge that you will not have access to monies raised in the Offer until receipt of final listing and trading approvals from the stock exchange and the receipt of which may be delayed in the event of (i) non-receipt of a regulatory approval within the specified timelines or non-compliance with the conditions specified in the approval; (ii) existence of any litigation resulting in a stay on the Offer; (iii) instruction by SEBI or any other regulatory authority to the Issuer prohibiting it from proceeding with the Offer or (iv) for any other reason beyond the control of the Issuer. You undertake to refund the money raised in the Offer, to the applicants if required to do so for any reason, including the failure to obtain listing and trading approvals or under any direction or order of SEBI, the stock exchange, the Registrar of Companies, the GoI or any regulatory or supervisory authority or court or tribunal (inside or outside India) and further agreed and undertakes to pay interest on such money as may be required under applicable law or orders of SEBI, the stock exchange, the Registrar of Companies, the GoI or any other regulatory or supervisory authority or court or tribunal.
28. You confirm and undertake that you shall not, without prior consultation with the Book Running Lead Manager, during the period commencing from the date of the execution of the offer agreement and ending on the date, earlier of, (a) 180 (one hundred and eighty) calendar days after the date of



the Prospectus; (b) the date on which the ASBA accounts of bidders (other than Anchor Investors) are unblocked or bid monies are refunded (in case of Anchor Investors) on account of inter-alia, failure to obtain listing approvals in relation to the Offer or under-subscription in the Offer; or (c) the date as on which the Offer is withdrawn, postponed or abandoned, as applicable, directly or indirectly; or (d) such other date as may be agreed to, under the Offer Agreement: (i) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Equity Shares (other than the Offer Shares) or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Equity Shares; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Equity Shares (other than the Offer Shares) or any other securities convertible into or exercisable as or exchangeable for Equity Shares (other than the Offer Shares); (iii) publicly announce any intention to enter into any transaction described in (i) or (ii) above; whether any such transaction described in (i) or (ii) above is to be settled by delivery of Equity Shares or such other securities, in cash or otherwise; or (iv) engage in any publicity activities prohibited under applicable law in any jurisdiction in which the Offer Shares are being offered; and (v) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the offer documents. Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

You further confirm and undertake that you shall not, from the date of execution of the Offer Agreement, without the prior written consent of the Book Running Lead Manager, (x) offer, transfer, lend, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend, or otherwise transfer, dispose of, or create any encumbrances in relation to, any Offer Shares; (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Offer Shares; (z) publicly announce any intention to enter into any transaction described in (x) or (y) above; whether any such transaction described in (x) or (y) above is to be settled by delivery of Offer Shares, in cash or otherwise; and (aa) undertake any other activities as may be agreed to, under the Offer Agreement. Provided that the foregoing shall not be applicable to the transfer of Offer Shares by it pursuant to the Offer, as contemplated in the Offer Documents. Further, in the event of any inconsistency between the terms of this paragraph and the Offer Agreement, the terms of the Offer Agreement shall prevail.

29. You confirm to have authorised the Book Running Lead Manager to Offer and circulate the Offer Documents to prospective investors, subject to compliance with applicable laws in any relevant jurisdiction.
30. You confirm and undertake that neither you nor any of your affiliates acting on your behalf, have transferred or will, transfer or transmit any information to any of the Book Running Lead Manager in violation, or alleged violation, of any applicable law in relation to confidentiality or insider trading (including in relation to furnishing information to analysts).
31. You agree to have authorised the compliance officer of the Issuer and the Registrar to redress complaints, if any, of the investors in relation to your portion of the Offer Shares and to assist the Issuer in redressal of investor grievances, if any, in relation to your portion of the Offer Shares being transferred by you in the Offer.
32. You undertake to provide all such information, reports, statements, declarations, undertakings, clarifications, documents and certifications as required by the Issuer and Book Running Lead Manager with respect to IPO and undertake that such information, declarations, reports, statements, undertakings, documents etc. as may be provided by you and your representatives in connection with



the Offer shall be true and accurate and shall not omit any relevant material information.

33. You confirm and undertake to pay or procure payment of, promptly upon the same becoming due, any fees, stamp, registration or other taxes and duties, including interest and penalties, payable on or in connection with the sale of its portion of the Offer Shares to any bidder pursuant to the Offer in accordance with terms of the offer documents, in compliance with applicable laws. You further undertake to pay any goods and services tax, or similar taxes, cess, duties, charges payable in connection with the payment of commission and fees payable to the Book Running Lead Manager in accordance with terms of agreement entered in relation to the Offer and procure any certificate from a chartered accountant with respect to direct tax liability pursuant to the Offer, as may be required by the Book Running Lead Manager.
34. You agree and confirm to use commercially reasonable efforts, in cooperation with the Book Running Lead Manager, to qualify your portion of the Offer Shares under the applicable securities laws of such jurisdictions as the Book Running Lead Manager may reasonably designate (other than requirements which would necessitate registration of a prospectus in such jurisdiction) and to maintain such qualifications in effect for any period that may reasonably be necessary to complete the distribution of the Equity Shares.
35. You agree and acknowledge to comply with selling and transfer restrictions as may be implemented by the Issuer and the Book Running Lead Manager to ensure that the Offer and the Issuer is in compliance with securities laws of jurisdictions where such offer or sale are expected to be made, to the extent applicable.
36. You confirm and undertake to provide to the Book Running Lead Manager (i) a draft of the opinions and certifications of its Indian and local legal counsel, as applicable, prior to the date of filing of the DRHP, in such form and manner as acceptable to the Book Running Lead Manager, and (ii) executed versions of the opinions and certifications of its Indian and local legal counsel, as applicable, on the date of transfer of its portion of the Offer Shares in the Offer.
37. You agree and acknowledge that certain processes outlined in this letter for your participation in the Offer for Sale, may be subject to certain regulatory approvals and consents, including from the RBI. If such approvals are not obtained in a timely manner or at all, while the Issuer reserves the right to modify or vary the terms of your participation in the Offer for Sale, you agree that the Issuer also reserves the right to cancel your participation in the Offer for Sale and the Equity Shares shall be returned to you.
38. You confirm that you are in compliance with the publicity and research guidelines and have not engaged and undertake to not engage in any publicity activities prohibited under the SEBI ICDR Regulations. You confirm and undertake that, you are not engaged in active selling and/or marketing of shares of the Issuer in India or abroad and that you have not made any statements including predictions, projections or forecasts in relation to the Issuer.
39. You agree and acknowledge that in the event that any requests are made to the Book Running Lead Manager to deliver any documents or information relating to the Offer to you, or delivery of any such documents or information is required by applicable laws to be made, via electronic transmissions, the privacy or integrity of such electronic transmissions cannot be guaranteed. You further agree and acknowledge that to the extent that any documents or information relating to the Offer are transmitted electronically by the Book Running Lead Manager, it releases the Book Running Lead Manager and their respective affiliates, and their respective directors, employees, agents, representatives and advisors, as applicable, from any loss or liability that may be incurred whether in contract, tort or otherwise, in respect of any error or omission arising from, or in connection with, electronic communication of any information, or reliance thereon, by it or its affiliates or its respective directors, employees, agents, representatives and advisors, and including



any act or omission of any service providers, and any unauthorised interception, alteration or fraudulent generation or transmission of electronic transmission by any third parties.

40. You agree and confirm that the Issuer has the sole and absolute discretion and authority to withdraw this Letter and/or not proceed with the IPO at any point, until allotment and/or transfer of Equity Shares pursuant to the IPO, including on the grounds of non-receipt of any approvals that may be required or deemed necessary in respect of the IPO, including any approvals from regulatory authorities including, but not limited to, SEBI or RBI.
41. I/We confirm that the sale of Offer Shares when undertaken pursuant to the IPO (i) will be a genuine transaction which will not result in circular trading as a result of any actions undertaken by me/us, or persons acting in concert with me/us; (ii) is intended to involve change of legal and beneficial ownership; and (iii) is not being executed to create false volumes which could result in upsetting the market equilibrium.
42. I/We agree and confirm that submission of a consent form does not in any manner obligate or bind the Issuer to accept any Equity Shares offered by me/us and that, in the event that I/we fail to observe the restrictions or comply with any conditions of the IPO process or any legal or regulatory requirements, the decision regarding my/our participation in the Offer for Sales shall be at the sole and absolute discretion of the Issuer.
43. You acknowledge that post scrutiny of your consent form and ascertaining the eligibility of your Equity Shares, a communication, either through physical or electronic mode, will be dispatched by the Issuer/ registrar to the Offer, confirming the number of Equity Shares accepted for participation in the Offer for Sale. You undertake that the dispatch of such communication from the Issuer/ Registrar shall be deemed a valid, binding and irrevocable contract to participate in the Offer for Sale, and you will not have the right to change the number of or withdraw any Offer Shares proposed for sale or included in the Offer for Sale, without the prior consent of the Issuer and the Book Running Lead Manager.

B. Additional confirmations and covenants

1. You agree that you shall complete the dematerialization of your Offer Shares, if any shares are held in physical form, and deposit such dematerialized Offer Shares proposed for sale in the Offer for Sale in the escrow account(s) as indicated in **Annexure A** of the letter, on or before the date as shall be communicated by the Issuer either through physical or electronic mode, and comply with such instructions and conditions as will be set out in the communication sent to you.
2. You agree that you shall also submit a photocopy of the delivery instructions or counterfoil of the delivery instructions submitted to the depository participant of your depository account and duly acknowledged by such depository participant crediting the Offer Shares to the escrow account(s). In addition, you agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders within the specified time.
3. You agree that in case of any discrepancy between the Offer Shares deposited in escrow account(s) and the number of Offer Shares mentioned in the Consent Form, then the lower number of Equity Shares will be considered for the Offer for Sale and the excess number of Equity Shares will be returned.
4. You agree to undertake such additional steps as may be required to ensure that the Offer Shares are available for transfer under the Offer for Sale and are transferred to the successful bidders in the IPO within the specified time.



5. You agree and acknowledge that, at the sole discretion of the Issuer and the Book Running Lead Manager, the Issuer, in its capacity as the recipient of your power of attorney, may obtain on your behalf, a legal opinion, in a form and manner to the satisfaction of the Issuer and the Book Running Lead Manager covering such matters as may be required, including the indicative points detailed in Annexure C at different stages of the IPO process, addressed to the Issuer and the Book Running Lead Manager, in relation to certain matters relating to yourself and your Offer Shares.
6. You agree that if you submit multiple consent forms, whether or not through physical or electronic modes, the Issuer shall consider, at its sole and absolute discretion, the application form, which indicates the lowest number of Equity Shares, and any other consent forms shall be rejected.
7. You agree to provide such documents as may be required by the Issuer or by the Book Running Lead Manager, so as to enable requisite filings with the regulatory authorities in India. Specifically, if you are a non-resident Indian, you agree to provide copies of RBI approvals obtained by you at the time of the initial investment, as applicable, evidencing that the Equity Shares held by you are on a repatriation/non- repatriation basis.
8. You agree that in the event of any change in the nature of your holding of the Offer Shares or a change in your constitution or legal existence, you will immediately intimate the Issuer.
9. You agree that the Issuer shall also be entitled to seek additional information, documents and representations from you, including for your continued participation in the Offer for Sale.

Capitalised terms used but not defined herein shall have the meanings ascribed to such terms in the Letter.



ENCLOSURE A2

Details of Selling Shareholder

[Note: Please add details as applicable, or state nil]

- a. Name of Selling Shareholder: Mr. Sidharth Agarwal
- b. Number of Equity Shares to be offered in the OFS portion: 4,46,000 Equity Shares
- c. Legal counsel of Selling Shareholder: N.A.
- d. Date of authorization: 20/05/2023
- e. Date of consent letter: 20/05/2023
- f. Registered address: C-1006 10th Floor, Prateek Edifice, Sector 107, Noida Gautam Buddha Nagar, Uttar Pradesh-201301.
- g. PAN No.: AENPA6315F
- h. Details of bank account wherein proportion of the Offer for Sale proceeds of the Selling Shareholder are to be transferred (net of deductions and the applicable taxes):
- i.
- Account holder: Sidharth Agarwal
Bank: HDFC Bank
Account Number: 02931330000288
IFSC Code: HDFC0000293
- j. Build-up of shareholding in the Issuer:

Date of Allotment/ Transfer	Nature of Transactions	No. of Equity Shares	Cost per Equity Share(₹)	Total Cost (₹)
Since Incorporation	Subscription to MOA ⁽¹⁾	25,000	10	25,000
March 05, 2019	Bonus ⁽²⁾	23,50,000	-	23,50,000
March 02, 2022	Buy-Back of shares ⁽³⁾	(4,75,000)	60	(2,85,00,000)
December 19, 2022	Conversion of 6% Preference shares to Equity Shares ⁽⁴⁾	3,95,833	60	2,37,9,980
December 22, 2022	Bonus ⁽⁵⁾	66,57,915	-	66,57,915
December 28, 2022	Transfer by Gift ⁽⁶⁾	(4,47,688)	-	(4,47,688)

⁽¹⁾ Initial Subscriber to Memorandum of Association.

⁽²⁾ Allotment of Bonus shares in the ratio of 94:1

⁽³⁾ Buy back of shares

⁽⁴⁾ Conversion of 6% Non-Cumulative Redeemable Preference Share into Equity shares

⁽⁵⁾ Allotment of Bonus shares in the ratio of 29:10

⁽⁶⁾ Shares transfer by Gift to Ankita Agarwal and Sidharth Agarwal (HUF) 2,23,844 each.

