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Certificate No.	:	IN-DL77151576874747Y
Certificate Issued Date	:	17-Aug-2026 01:10 PM
Account Reference	:	SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL-SELF56785171706065Y
Purchased by	:	UTKARSH SINGH
Description of Document	:	Article 5 General Agreement
Property Description	:	BANKER TO THE ISSUE AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	POOJA LOGISTICS LIMITED
Second Party	:	SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	:	POOJA LOGISTICS LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANKER'S TO THE ISSUE/ESCROW & SPONSOR BANKAGREEMENT AMONG ("POOJA LOGISTICS LIMITED" OR "ISSUER" OR "THE COMPANY") AND ("SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED" OR "BOOK RUNNING LEAD MANAGER" OR "BRLM" AND "UNDERWRITER") AND AXIS BANK LIMITED ("AXIS" OR "BANKER TO THE ISSUE/SPONSOR BANK") AND ("MAASHITLA SECURITIES PRIVATE LIMITED" OR "REGISTRAR TO THE ISSUE" OR "THE REGISTRAR") AND TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED ("TURNAROUND" OR "TCAPL" OR "CO UNDERWRITER TO THE ISSUE)

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BANKER TO THE ISSUE/ESCROW BANK/SPONSOR BANK AGREEMENT

DATED THIS DAY OF 17TH AUGUST, 2026

AMONGST

"POOJA LOGISTICS LIMITED"
(Formerly known as Pooja Logistics Private Limited)
(Issuer Company)

AND

"AXIS BANK LIMITED"
(Bankers to Issue & Sponsor Bank)

AND

"SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED"
(Book Running Lead Manager and Underwriter to the Issue)

AND

"MAASHITLA SECURITIES PRIVATE LIMITED"
(Registrar to the Issue)

AND

"TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED"
(Co-Underwriter to the Issue)

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

THIS STAMP PAPER FORMS AN INTEGRAL PART OF BANKER'S TO THE ISSUE/ESCROW & SPONSOR BANK AGREEMENT AMONG ("POOJA LOGISTICS LIMITED" OR "ISSUER" OR "THE COMPANY") AND ("SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED" OR "BOOK RUNNING LEAD MANAGER" OR "BRLM" AND "UNDERWRITER") AND AXIS BANK LIMITED ("AXIS" OR "BANKER TO THE ISSUE/SPONSOR BANK") AND ("MAASHITLA SECURITIES PRIVATE LIMITED" OR "REGISTRAR TO THE ISSUE" OR "THE REGISTRAR") AND TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED ("TURNAROUND" OR "TCAPL" OR "CO-UNDERWRITER TO THE ISSUE)

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

ESCROW AND SPONSOR BANK AGREEMENT

This **ESCROW AND SPONSOR BANK AGREEMENT** (hereinafter referred to as the "**Agreement**") is entered into at Delhi on Monday, the 17th Day of August, 2026 by and amongst:

POOJA LOGISTICS LIMITED *(Formerly known as Pooja Logistics Private Limited* a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4 - Community Centre, Industrial Area Lawrence Road, Delhi-110035, India (hereinafter referred to as "**the Company**"/ "**the Issuer Company**"/ "**Issuer**"/ "**POOJA LOGISTICS**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART;**

AND

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, a company incorporated under Companies Act, 2013, bearing CIN U65923UP2016PTC075987 and having its registered Office at A-25, Basement, Sector-64, Noida – 201301, Uttar Pradesh, India(hereinafter referred to as "**SICSPL**" or "**Book Running Lead Manager**", "**BRLM**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

MAASHITLA SECURITIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and validly existing under Companies Act, 2013,bearing CIN U67100DL2010PTC208725 and having its Registered Office at 451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, Delhi-110034 (hereinafter referred to as "**the Registrar**"/ "**Escrow Agent**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of **THIRD PART;**

AND

AXIS BANK LIMITED, a company incorporated under the Companies Act, 1956, and validly existing under Companies Act, 2013, bearing CIN L65110GJ1993PLC020769 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Trishul 3rd Floor Opp Samartheshwar Temple Law Garden Ellisbridge Ahmedabad-380006, Gujarat, India and acting for the purpose of this agreement through its branch situated at MWBC New Delhi, 4th Floor, Plot No. 25, Pusa Road, New Delhi – 110 005, India (hereinafter referred to as "**AXIS**" or "**Banker to the Issue** " or "**Public Issue Bank**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **FOURTH PART**;

AND

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED a Company incorporated under the Companies Act, 2013, bearing Corporate Identity Number (CIN): U74140DL2015PTC278474 and SEBI Registration Number INM000012290 having its registered office at 614, Vishwadeep Building, Plot No. 4 District Centre, Janakpuri A-3, West Delhi 110058, India (hereinafter referred to as "TCAPL" or "Co-**Underwriter**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIFTH PART**

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

WHEREAS,

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

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(A) The Company proposes to issue upto 38,46,000 equity shares of face value of Rs. 10.00 each fully paid up ("**Equity Shares**") comprising of fresh issue of upto 38,46,000 Equity Shares (the "**Issue**") at a price of Rs. [•] per Equity Share (the "**Issue Price**") in accordance with the requirements of the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**") and other applicable laws.

(B) The Issue has been authorized by a resolution of the Company's Board (**"Board of Directors"**) dated August 22, 2025 and by shareholders' resolution adopted pursuant to Section 62 (1) (c) of the Companies Act, 2013, Extra-ordinary General Meeting of the shareholders of the Company held on August 22, 2025.

(C) The Company has appointed the BRLM to manage the Issue. The BRLM have accepted the engagement in terms of the engagement letter as defined below (the "**Engagement Letter**"), subject to the terms and conditions set out in the Engagement Letter. Further, the BRLM and the Company have executed a Memorandum of Understanding dated **August 25, 2025** in connection with the Issue (the "**MOU**").

(D) Pursuant to the registrar to the issue agreement dated August **25, 2025** (the "Issue Agreement"/ "**Registrar to the Issue Agreement**"), the Company has appointed Maashitla Securities Private Limited as the Registrar to the Issue.

(E) The Company has filed a Draft Red Herring Prospectus dated September 26, 2025 with the SME Platform of National Stock Exchange of India Limited (the "**NSE EMERGE**") in accordance with the SEBI ICDR Regulations, 2018. The Company proposes to file the Red Herring Prospectus (the "**Red Herring Prospectus**") with the Registrar of Companies, Delhi (the "**RoC**") and file it with SME Platform of National Stock Exchange of India Limited (the "**NSE EMERGE**") (hereinafter, referred to as the "**Stock Exchange**") and SEBI and file Prospectus in accordance with the Companies Act (as defined hereinafter), and the SEBI ICDR Regulations.

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

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

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

1. INTERPRETATION AND DEFINITIONS

1.1 All capitalized terms used in this Agreement and not specifically defined herein shall have the meanings assigned to them in the Issue Documents (as defined hereunder), as the context requires, in

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
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the event of any inconsistencies or discrepancies, the definitions as prescribed in the Red Herring Prospectus and the Prospectus shall prevail, to the extent of such inconsistency.

1.2 In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

(j) unless otherwise defined, the reference to the word 'days' shall mean calendar days in the Gregorian calendar. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

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

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

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

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

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contribution, termination and *force majeure* provisions, in form and substance satisfactory to the parties thereto.

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

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

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

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

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

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

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

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

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

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

"**Anchor Investor Portion**" shall mean up to 60 % of the QIB Portion which may be allocated by the Company in consultation with the BRLM, to Anchor Investors on a discretionary basis in accordance with the SEBI ICDR Regulations. One-third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from domestic Mutual Funds at or above the Anchor Investor Allocation Price;

"**Applicable Law**" means any applicable law, byelaw, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchange (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any

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Mr. Deepak Khanna **Managing Director** **DIN:** 05130667	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorised Signatory**

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applicable jurisdiction, within or outside India, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 (the "**SCRA**"), the Securities Contracts (Regulation) Rules, 1957 (the "**SCRR**"), the Companies Act, the SEBI ICDR Regulations, 2018, to the extent applicable, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), the Foreign Exchange Management Act, 1999 ("**FEMA**") and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India ("**GoI**"), the Registrar of Companies, Delhi ("**RoC**"), SEBI, the Reserve Bank of India ("**RBI**"), the Stock Exchange or by any other governmental, statutory or regulatory authority or any court or tribunal (and similar agreements, rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Issue;

"**Application Supported by Blocked Amount**" or "**ASBA**" shall mean the application (whether physical or electronic) by a Bidder (other than Anchor Investors) to make a Bid authorising the relevant SCSB or the relevant bank of an Individual Bidder using the UPI mechanism, to block the Bid Amount in the relevant ASBA Account in accordance with the SEBI ICDR Regulations, the applicable SEBI Master Circulars and other Applicable Law;

"**Arbitration Act**" has the meaning ascribed to it in Clause 16,1of this Agreement;

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

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

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

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

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

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

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

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

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

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

"**Bid/Issue Opening Date**" shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries will start accepting Bids for the Issue, which shall be notified in all editions of the English national daily newspaper, all editions of the Hindi national daily newspaper, and all editions of the Delhi Edition of Regional newspaper where the registered office of the company is situated, each with wide circulation;

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

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

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

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

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

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

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

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

"**Designated Branches**" shall mean such branches of the SCSBs which may collect the Bid cum Application Form used by Bidders (other than Anchor Investors), a list of which is available at the

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website of the SEBI (https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognised=yes) and updated from time to time;

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

"**Dispute**" has the meaning ascribed to it in Clause 16.1 of this Agreement;

"**Disputing Parties**" has the meaning ascribed to it in Clause 16.1 of this Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

"**Issue Agreement**" / "**Registrar to the Issue Agreement**" has the meaning given to such term in Recital D of this Agreement;

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

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

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

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

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	**For Share India Capital Services Private Limited**	**For Turnaround Corporate Advisors Private Limited**	**For Maashitla Securities Private Limited**	**For Axis Bank Limited**
Mr. Deepak Khanna Managing Director DIN: 05130667	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorised Signatory**

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

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

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

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

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

"**Registered Broker**" shall mean stock brokers registered with the stock exchange having nationwide terminals, and eligible to procure Bids in terms of circular number CIR/CFD/14/2012 dated October 4, 2012, issued by SEBI;

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

"**Registrar Agreement**" means the agreement dated May 30, 2025 entered in.o amongst the Company, and the Registrar to the Issuein relation to the responsibilities and obligations of the Registrar to the Issue pertaining to the Issue;

" **Individual Bidder**" or "**IB**" means a Bidder (including HUFs ipplying through their Kartas and Eligible NRIs) whose Bid Amount for Equity Shares in the Issue applying through UPI mechanism is upto `500,000 in any of the bidding options in the Issue in accordance with the applicable SEBI circulars and the SEBI ICDR Master Circular, as amended from time to time;

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

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

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

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

"**SEBI 2018 Circular**" shall mean the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, on Streamlining the Process of Public Issue of Equity Shares and Convertibles, as amended, updated, replaced or consolidated (including under any SEBI Master Circular) from time to time.

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

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

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

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

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

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

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

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

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

"**Underwriting Agreement**" shall mean agreement entered/proposed to be entered into amongst the Company and the Underwriters, on or after the Pricing Date; and

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

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

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

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

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

- In case of resident Anchor Investors and underwriters: Escrow Account – **POOJA LOGISTICS LIMITED Anchor Investor - R**; and
- In case of non-resident Anchor Investors: Escrow Account – **POOJA LOGISTICS LIMITED Anchor Investor - NR**.

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Simultaneously with the execution of this Agreement: (i) Public Issue Account Bank shall also establish 'no-lien' and 'non-interest bearing' Public Issue Account with itself, designated as the "**POOJA LOGISTICS LIMITED Public Issue Account**" and (ii) the Refund Bank shall establish 'no-lien and non-interest bearing refund account' with itself, designated as the "**POOJA LOGISTICS LIMITED Public Issue Refund Account**".

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

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

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

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

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

2.8 The Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank shall comply with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the Preliminary Offering Memorandum, the Offering Memorandum, the SEBI ICDR Regulations, the SEBI 2018 Circular, the FEMA, as amended and any other Applicable Laws, and all instructions issued by the Company, the BRLM and/or the Registrar, in connection with its responsibilities as an Escrow Collection Bank, the Public IssueAccount Bank, Refund Bank or the Sponsor Bank as the case may be and each Escrow Collection Bank, the Public IssueAccount Bank, Refund Bank and/or the Sponsor Bank hereby agrees and confirms that it shall be fully responsible and liable for any breach of the foregoing and for all acts and omissions under this Agreement.

3. OPERATION OF THE ESCROW ACCOUNTS

3.1. Deposit into the Escrow Accounts

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	**For Share India Capital Services Private Limited**	**For Turnaround Corporate Advisors Private Limited**	**For Maashitla Securities Private Limited**	**For Axis Bank Limited**
Mr. Deepak Khanna **Managing Director** **DIN: 05130667**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorised Signatory**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Non-receipt by the Company of minimum subscription of 90% in the Fresh Issue;

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

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

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

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

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

(b) An event specified in Clause 12, if the BRLM chooses to terminate this Agreement.

3.2.1.3.

(a) The Escrow Collection Bank shall, on receipt of an intimation from the BRLM in writing as per Clause 3.2.1.2, after notice to the Registrar, BRLM and the Company forthwith on the same Working Day (for instructions issued during the business hours) and in any case not later than one Working Day from the receipt of written intimation from the BRLM, transfer any amounts standing to the credit of the Escrow Account to the Refund Account held with the Refund Bank, for the purpose of refunding such amounts to the Anchor Investors as directed by the BRLM.

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

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the bank account of the underwriters or any other person in respect of any amounts deposited by the underwriters or any other person in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement.

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

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

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

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

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

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

3.2.3. ***Completion of the Issue***

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

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

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(b) The Registrar along with the BRLM shall, on or prior to the Designated Date in writing, in the form provided in **Schedule IV**, intimate the Escrow Collection Bank (with a copy to the Company), the Designated Date, and provide the Escrow Collection Bank with the written details of the Bid Amounts relating to the Anchor Investors and amounts, if any, paid by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement to be transferred to the Public Issue Account. The Registrar, along with the BRLM, shall also, on or prior to the Designated Date, in writing intimate the SCSBs and the Sponsor Bank, if applicable (with a copy to the Company), the Designated Date, and provide the SCSBs and Sponsor Bank, if applicable, with the written details of the Bid Amounts that have to be transferred to the Public Issue Account. The Sponsor Bank shall be responsible for sharing the details of Bid Amounts that are required to be transferred to the Public Issue Account from the respective bank accounts of the IB Bidders using the UPI mechanism. On the Designated Date, the Escrow Collection Bank, the SCSBs (including the IB's bank on raising of debit/ collect request by the Sponsor Bank), on receipt of such details from the BRLM and the Registrar or the Sponsor Bank (in case of IBs Bidding using the UPI mechanism), within Banking Hours, transfer the amounts lying to the credit of the Escrow Accounts or blocked in the ASBA Accounts in relation to the successful Bids, to the Public Issue Account. The Sponsor Bank, based on the mandate approved by the respective IBs at the time of blocking of their respective funds, will raise the debit/ collect request from the IB's bank account, whereupon the funds will be transferred from the IB's account to the Public Issue Account and the remaining funds, if any, will be unblocked without any manual intervention by the IB or its bank. Immediately upon the transfer of the amounts to the Public Issue Account, the Escrow Collection Bank shall appropriately confirm the same to the Registrar and BRLM, the Co-Underwriter(with a copy to the Company). Subject to the receipt of the final listing and trading approvals, the amounts to be either unblocked or transferred to the Public Issue Account by the Escrow Collection Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the Issue and amounts, if any, paid by the underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be transferred from the Bidders ASBA Account and transferred to the Public Issue Account by the SCSBs (including the IB's bank on raising of debit/ collect request by the Sponsor Bank), as applicable, represent Bids from ASBA Bidders that have received confirmed allocation in respect of the Equity Shares in the Issue.

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

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

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

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(a) The Company agree to retain not less than such amounts as may have been estimated towards Issue expenses and disclosed in the Prospectus and be specified by the BRLM and Co-Underwriter towards Issue expenses including, without limitation: (i) fees, advisory fees, incentives, commissions, brokerage and expenses payable to various intermediaries in terms of the Engagement Letter, the Issue Agreement, this Agreement and the Underwriting Agreement by the Company; (ii) fees and expenses payable to the legal counsel; and (iii) in the Public Issue Account until such time as the BRLM and Co-Underwriter instruct the Public Issue Account Bank, in the form specified in **Schedule VI** or **Schedule VII**, as applicable, with a copy to the Company and the Public IssueAccount Bank agrees to retain not less than such amounts. If withholding tax is applicable, the Company will deduct the same from the fee payment and will provide the members of the Syndicate and/or any other intermediary, as the case may be, with an original or authenticated copy of the tax receipt. For the purposes of this Agreement, "Securities Transaction Tax" or "STT" shall mean the tax levied under Chapter VII of the Finance (No. 2) Act, 2004, as amended, on the specified securities transactions in connection with the Issue.

(b) Post receipt of final listing and trading approvals from the Stock Exchange the BRLM and Co-Underwriter shall, by one or more instructions to the Public Issue Account Bank, with a copy to the Company, in the form specified in **Schedule VI**, instruct the Public Issue Account Bank, of the amount of the payment towards the Issue Expenses and the Public Issue Account Bank shall remit such amounts within one Working Day of receipt of the instruction from the BRLM and Co-Underwriter.

(c) The written instructions as per **Schedule VI**, **Schedule VII** and **Schedule VIII** shall be valid instructions if signed by the person named as authorized signatories of the BRLM and Co-Underwriter in **Schedule IX A**, with respect to instructions relating to the Public Issue Account, and whose specimen signatures are contained herein, in accordance with **Schedule IX A**or as may be authorized by the respective BRLM with intimation to the Escrow Collection Bank, Public Issue Account Bank or the Refund Bank, with a copy of such intimation to the Company.

(d) The instructions issued jointly by the one authorized signatory each of the BRLM and Co-Underwriter shall be binding on the Public Issue Account Bank irrespective of any contrary claim or instructions from any party including the Company. Provided that no instructions with respect to the Public Issue Account shall be acted upon unless co-signed by the Co-Underwriter.

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

(f) The BRLM and Co-Underwriter shall jointly provide, following the receipt of the details of the bank accounts as specified in Clause 7 and subject to payment of the IssueExpenses, as specified in Clause 3.2.3.2 (a), (c) and (d) above, provide the Public Issue Account Bank (with a copy to the Company), in the form prescribed in **Schedule VIII** instructions stating the amount to be transferred from the Public IssueAccount to the respective bank account(s) of the Company, and the Public Issue Account Bank shall remit such amounts within one Working Day from the receipt of such instructions, subject to receipt of all requisite remittance documents by the Public Issue Account Bank. The BRLM and the Co-Underwriter shall not provide any documentation or confirmation or execute any document in relation to the remittance, save and except the fund transfer instructions being provided by them to the Public Issue Account Bank; The BRLM and Co-Underwriter shall not be considered as a "Remitter". The responsibility of providing all remittance documents shall only be of the Company in terms of the provisions of this Agreement, and no responsibility shall lie on the BRLM and Co-Underwriter in relation to the same. The BRLM and Co-Underwriter shall also not be responsible for any delay in preparation/ delivery of the remittance documents including but not limited to Form A2, 15 CA/ CB, customer request letter (CRL) and any such other documents requested by the Public IssueBank.

(g) Notwithstanding anything contained in this Agreement, no transfer, payment, disbursement, withdrawal or release of funds from the Public Issue Account, whether to the Company, any intermediary, professional, service provider, Refund Account or any other person/account, shall be effected by the Public Issue Account Bank unless the relevant instruction is jointly signed by one authorised signatory of the BRLM and one authorised signatory of the Co-Underwriter. The Public

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Issue Account Bank shall not act upon any instruction relating to he Public Issue Account unless it bears both such signatures.

(ii) Every transfer, payment, disbursement, withdrawal or release of any amount whatsoever from the Public Issue Account shall require prior written instructions jointly signed by (i) one authorised signatory of the BRLM and (ii) one authorised signatory of the Co-Underwriter/Underwriter. Axis Bank shall not act upon any instruction relating to the Public Issue Account unless it bears both signatures.

3.2.4. ***Refunds***

3.2.4.1.

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

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

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

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

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

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

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

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3.2.5.1. Upon receipt of instructions from the Registrar, the Company, the BRLM and the Escrow Collection Bank shall take necessary steps to ensure closure of Escrow Accounts once all monies therein are transferred into the Public Issue Account, or the Refund Account, as the case may be, and not later than six months from the date of opening such Escrow Accounts. The Public Issue Account Bank shall take the steps necessary to ensure closure of the Public Issue Account promptly and after all monies in the Public Issue Account are transferred, in accordance with the terms of this Agreement. The Refund Bank shall take the necessary steps to ensure closure of the Refund Account, once all Surplus Amounts or other amounts pursuant to Clause 3.2.1 or Clause 3.2.2, if any, are refunded to the Bidders to whom refunds are required to be made, in accordance with the terms of this Agreement. However, any amount which is due for refund but remains unpaid or unclaimed for a period of seven years from the date of such payment becoming first due, such amounts shall be transferred by the Refund Bank, without any further instruction from any Party, to the fund known as the 'Investor Education and Protection Fund' established under Section 125 of the Companies Act, 2013. The Company shall cooperate with the Escrow Collection Bank to ensure such closure of the Escrow Accounts, the Public Issue Account and the Refund Account.

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

3.2.5.3. Within five (5) Working Days of closure of the Escrow Accounts, the Public Issue Account and the Refund Account, the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, respectively shall provide confirmation of the closure of such accounts to the BRLM, the Company. In relation to the closure of the Public Issue Account, such confirmation shall additionally be provided to the Co-Underwriter.

3.2.6. *Miscellaneous*

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

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

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

4. DUTIES AND RESPONSIBILITIES OF THE REGISTRAR

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak [illegible] Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

4.1. The Parties hereto agree that, in addition to the duties and responsibilities set out in the registrar agreement dated August 25, 2025 (the "**Registrar Agreement**"), the duties and responsibilities of the Registrar shall include, without limitation, the following and the Registrar shall, at all times, carry out its obligations hereunder diligently and in good faith.

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

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

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

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

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

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

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

(vii) particulars relating to Allottees;

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

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

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

(b) The Registrar shall comply with the provisions of the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular No. CIR/CFD/DIL/2/2011 dated May 16, 2011, the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, the 2015 Circular, the SEBI Circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and any other provisions of Applicable Law. The Registrar shall also comply with the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents dated February 6, 2026, the SEBI Master Circular for Issue of Capital and Disclosure Requirements dated February 9, 2026, and any subsequent amendments, circulars or directions applicable to the Issue.

(c) The Registrar shall perform its duties diligently and in good faith under this Agreement and the Registrar Agreement and under Applicable Laws and shall provide in a timely manner all accurate information to be provided by it under this Agreement and under the SEBI ICDR Regulations and any circulars issued by the SEBI, to ensure timely and proper approval of the Basis of Allotment by the Designated Stock Exchange, timely and proper Allotment and refund through electronic mode without delay, including instructing the Escrow Collection Bank of the details of the moneys and Surplus Amount required to be transferred to the Refund Account and the Refund Bank of the details with respect to the amount required to be refunded to the Bidders, all within six Working Days from the

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Bid/IssueClosing Date and extend all support for obtaining the final listing and trading approval for the Offered Shares offered and sold pursuant to the Issuewithin three Working Days from the Bid/IssueClosing Date or within such time as prescribed by SEBI. The Registrar shall be solely responsible and liable for any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement.

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

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

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

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

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

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

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

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

4.3. The Registrar shall be responsible and liable for any failure to perform its duties and responsibilities as set out in this Agreement. The Registrar shall indemnify and hold harmless the other Parties hereto, in the manner provided in this Agreement, against any and all losses, claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees, etc., relating to or resulting from any delay or failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issueor any losses arising from difference or fluctuation in currency exchange rates, and expenses (including interest, penalties,

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attorney's fees, accounting fees and investigation costs) relating to or resulting from, including without limitation to the following:

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

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

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

(d) wrongful rejection of Bids;

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

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

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

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

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

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

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

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

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

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

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

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

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

5. DUTIES AND RESPONSIBILITIES OF THE BRLM

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

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

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

b. On the receipt of information from the Company and inform the Registrar, Sponsor Bank, the Escrow Collection Bank/Public Issue Account Bank/Refund Bank regarding the occurrence of any of the events mentioned in Clause 3.2.1.1.

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

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

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

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

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

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

6.1 The duties and responsibilities of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and Sponsor Bank are as expressly set out in this Agreement. Each of the Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and Sponsor Bank shall at all times carry out its

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obligations hereunder diligently and in good faith and strictly in compliance with instructions delivered pursuant to this Agreement, as applicable, and in compliance with Applicable Law.

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

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

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

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

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

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

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

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

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

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

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to set off such amount or any other amount claimed by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank against any person.

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

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

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

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

6.16 The Escrow Collection Bank, the Public Issue Bank and the Refund Bank agree that the Escrow Accounts, Public Issue Account and Refund Account, as applicable, opened by them shall be no lien and non-interest-bearing accounts and shall be operated in accordance with applicable RBI directions and other Applicable Law.. The Escrow Collection Bank will not issue any cheque book against any of the accounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.28 In no event shall the Escrow Collection Bank, the Public Issue Bank and the Refund Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities or

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other causes beyond Escrow Bank's reasonable control or for indirect, special or consequential damages.

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

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

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

6.32. The Escrow Collection Bank, the Public Issue Bank, the Refund Bank and the Sponsor Bank is hereby authorized to comply with and obey all statutory notices, notices issued by regulatory authority, orders, judgments, decrees or writs entered or issued by any court, and in the event the Escrow Collection Bank/the Public Issue Bank /the Sponsor Bank/the Refund Bank obeys or complies with any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to the parties to this agreement by such reason of compliance, notwithstanding that it shall subsequently (after such compliance) be determined that any such statutory notices, notices issued by regulatory authority, order, judgment, decree or writ is issued without jurisdiction or is invalid for any reason or is subsequently (after such compliance) reversed, modified, annulled or vacated.

List of documents for domestic fund transfers:

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

7. DUTIES AND RESPONSIBILITIES OF THE COMPANY

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

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

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

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

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

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

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

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

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

8. TIME IS OF THE ESSENCE

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

9. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

9.2. The Company acknowledge that the responsibility of the BRLM for deposit of Securities Transaction Tax, as provided for in this Agreement, does not provide or confer any economic benefits to any of the BRLM and the Co-Underwriter. The BRLM and the Co-Underwriter may authorize one of the BRLM and the Co-Underwriter to act on their behalf in connection with collection and deposit of Securities Transaction Tax to Indian revenue authorities. The Company undertake that in the event of any future

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEMNITY

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

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

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

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

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

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

(h) Any event due to which the process of bidding or the acceptance of Bids cannot start on the Bid/ Issue Opening Date or any other revised date agreed to by the BRLM; or

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

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

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

12.2.5.4. On termination of this Agreement in accordance with this Clause 12, the Parties shall (except for any liability arising before or in relation to such termination and except as otherwise provided under this Agreement or under the Engagement Letter) be released and discharged from their respective obligations under or pursuant to this Agreement. However, the provisions of Clauses 20(Confidentiality), 16 (Arbitration), 23 (Severability), 19 (Governing Law and Jurisdiction), 10 (Indemnity), 12 (Termination) and 17(Notice) shall survive any termination of this Agreement.

13. ASSIGNMENT

No Party shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Parties; provided, however, that any of the BRLM or Co-underwriter may assign its rights under this Agreement to an Affiliate without the consent of the other Parties, provided that in the event of any such assignment by a BRLM or Co-underwriter to any of its Affiliates, such BRLM or Co-underwriter shall as soon as reasonably possible upon assignment inform the Company. No failure or delay by any of the Parties in exercising any right or remedy provided by the Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed

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as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14. FEES

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

15. FORCE MAJEURE

No party shall be held liable or responsible for any failure or delay in performance of any or all of its duties under this agreement, directly or indirectly caused by any circumstances beyond its control, including, but not limited to, acts of god, lightening, flood, drought, earthquake, landslide, hurricane, cyclone, typhoon, pandemic/epidemic, famine, extremely adverse weather conditions which are in excess of statistical measures of last 100 years, fire, explosion, chemical or radioactive contamination, ionising radiation, volcanic eruption, riots or civil disturbance, war (whether declared or undeclared), act of public enimity, terrorist act, military action, lockdown declared by government or regulatory order/notification, other action of government/other authorities, court order, or industry-wide/ region-wide/ nation-wide strike, work-to-rule action, go slow or similar labour action general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer/network failure or failure of any money transmission or payment gateway or core banking orders or restrictions, war or warlike conditions, epidemics, pandemics, hostilities, sanctions, mobilizations, blockades, embargoes, detentions, revolutions, riots, looting, strikes, earthquakes, fires or accidents, failure of communication or banking systems (collectively, "force majeure") provided that the Escrow Collection Bank, Public Issue Account Bank, Refund Bank and Sponsor Bank, shall have acted diligently in limiting the effects of the force majeure event. Upon the occurrence of any event or condition of force majeure which affects Escrow Collection Bank, Public Issue Account Bank, Refund Bank and Sponsor Bank, , and/ or the performance of Escrow Collection Bank, Public Issue Account Bank, Refund Bank and Sponsor Bank, shall immediately notify the other parties in writing of the nature of the event or condition, the effect of the event or condition on Escrow Collection Bank, Public Issue Account Bank, Refund Bank and Sponsor Bank; performance as the case may be, and the estimated duration of the event or condition. The Escrow Collection Bank, Public Issue Account Bank, Refund Bank and Sponsor Bank, shall also immediately notify the other parties in writing upon cessation of or changes in the event or condition constituting force majeure. The parties shall take best efforts, within their power, to recommence performance of this agreement on the ceasing of such event.

16. ARBITRATION

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

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

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

16.3. Nothing in this Clause 16 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the Court of Delhi/New Delhi shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement. The language of the court shall be English.

16.4. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter.

17. NOTICE

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

If to the Company:

POOJA LOGISTICS LIMITED *(Formerly known as Pooja Logistics Private Limited)*
Address: 4 - Community Centre, Industrial Area, Plo Lawrence Road, Delhi – 110035, India at no. 423, G.I.D.C.-II, Dediyasan, Mehsana-384002, Gujarat
Tel. No.: +91- 9220607703
Email: cs.legal@poojalogistics.in
Website: www.poojalogistics.in
Contact Person: Mr. Deepak Khanna

If to the BRLM:

SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED
Address: A-25, Basement, Sector 64, Noida, 201301, Uttar Pradesh, India
Tel No.: 0120-6483000
Email: mb@shareindia.com
Website: www.shareindia.com
Contact Person: Mr. Kunal Bansal
SEBI Registration No: INM000012537

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

AXIS BANK LIMITED
Address: MWBC New Delhi, 4th Floor, Plot No. 25, Pusa Road, New Delhi – 110 005.
Tel. No.: +91-9873025813
Contact Person: Ms. Supriya Gopi
Email: CBBNewDelhi.Operationshead@axis.bank.in
SEBI Registration No: INBI00000017
Website: www.axisbank.com

If to the Registrar

MAASHITLA SECURITIES PRIVATE LIMITED
Address: 451, Krishna Apra Business Square, Netaji Subhash Place, Pitampura, Delhi-110034.
Tel No. : +91 11 45121795
E-mail: ipo@maashitla.com

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

Website: www.maashitla.com
Contact Person: Mr. Mukul Agarwal
SEBI Registration No: INR000004370

<u>**If to the Co-Underwriter**</u>

TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED
Address: 614, Vishwadeep Building, Plot No. 4 District Centre, Janakpuri A-3, West Delhi 110058, India.
Tel No. : +91-82873 56934
E-mail: ipo@tcagroup.in
Website: www.tcagroup.in/
Contact Person: Mr. Rajveer Singh
SEBI Registration No: INM000012290

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

18. SPECIMEN SIGNATURES

The specimen signatures of the Company, the BRLM and the Registrar for the purpose of instructions to the Escrow Collection Bank, Public Issue Account Bank, the Refund Bank and the Sponsor Bank as provided here in as **Schedule IX A**, will be provided to the Escrow Collection Bank and the Refund Bank before the Bid/ Issue Opening Date. It is further clarified that authorised signatory each of the BRLM and Co-Underwriter as per **Schedule IX A** can issue instructions as per the terms of this Agreement.

19. GOVERNING LAW AND JURISDICTION

This Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 16 above, the courts at Mumbai, India shall have sole and exclusive jurisdiction in all matters arising out of this Agreement.

20. CONFIDENTIALITY

Each of the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank and the Registrar shall keep all information confidential which will be shared by the other Parties during the course of this Agreement from the date of this Agreement until the date of completion of the Issue or termination or expiry of this Agreement, whichever is earlier, provided that the foregoing confidentiality obligation shall not apply to: (i) where such information is in public domain other than by reason of breach of this clause20; (ii) when required by law, regulation or legal process or statutory requirement to disclose the same, after intimating the other Parties in writing, and only to the extent required; or (iii) to their Affiliates and their respective employees and legal counsel in connection with the performance of their respective obligations under this Agreement. The terms of this confidentiality clause shall survive the termination of this Agreement for reasons whatsoever. The Escrow Collection Bank, the Public Issue Account Bank, Refund Bank and the Sponsor Bank undertake that their branch (es) or any Affiliate, to whom they disclose information pursuant to this Agreement, shall abide by the confidentiality obligations imposed by this clause20.

21. COUNTERPARTS

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

22. AMENDMENT

For Pooja Logistics Limited (formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

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

23. SEVERABILITY

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

24. SURVIVAL

The provisions of Clauses 3.2.5, 4.3, 6.1(e), 6.3, 7.1(c), 9.3, 10, 13, 14, 16, 17, 19, 20, 23 and this Clause 24 of this Agreement shall survive the completion of the term of this Agreement as specified in Clause 12.1 or the termination of this Agreement pursuant to Clause 12.2.

25. AMBIGUITY

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

For Pooja Logistics Limited (formerly known as Pooja Logistics Private Limited) Mr. Deepak Khanna Managing Director DIN: 05130667	For Share India Capital Services Private Limited Authorized Signatory	For Turnaround Corporate Advisors Private Limited Authorized Signatory	For Maashitla Securities Private Limited Authorized Signatory	For Axis Bank Limited Authorised Signatory

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **POOJA LOGISTICS LIMITED, SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, MAASHITLA SECURITIES PRIVATE LIMITED, AXIS BANK LIMITED and TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED**

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

Signed for and on behalf of **POOJA LOGISTICS LIMITED** *(Formerly known as Pooja Logistics Private Limited)*

Authorized Signatory

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **POOJA LOGISTICS LIMITED, SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, MAASHITLA SECURITIES PRIVATE LIMITED, AXIS BANK LIMITED** and **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED.**

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

Signed for and on behalf of **SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED**

NOIDA

Authorized Signatory

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **POOJA LOGISTICS LIMITED, SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, MAASHITLA SECURITIES PRIVATE LIMITED, AXIS BANK LIMITED** and **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED.**

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

Signed for and on behalf of **AXIS BANK LIMITED**

Authorized Signatory

For Pooja Logistics Limited (*Formerly known as Pooja Logistics Private Limited*)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **POOJA LOGISTICS LIMITED, SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, MAASHITLA SECURITIES PRIVATE LIMITED, AXIS BANK LIMITED** and **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED.**.

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

Signed for and on behalf of **MAASHITLA SECURITIES PRIVATE LIMITED**

Authorized Signatory

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

This signature page forms an integral part of the Escrow and Sponsor Bank Agreement between **POOJA LOGISTICS LIMITED, SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED, MAASHITLA SECURITIES PRIVATE LIMITED, AXIS BANK LIMITED** and **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED.**

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

Signed for and on behalf of **TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED**

Turnaround Corporate Advisors Pvt Ltd
Authorised Signatory

Authorized Signatory

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* Mr. Deepak Khanna Managing Director DIN: 05130667	**For Share India Capital Services Private Limited** Authorized Signatory	**For Turnaround Corporate Advisors Private Limited** Authorized Signatory	**For Maashitla Securities Private Limited** Authorized Signatory	**For Axis Bank Limited** Authorised Signatory

SCHEDULE I

Date:

To

Escrow Collection Bank
Refund Bank
Public Issue Account Bank
Sponsor Bank **Maashitla Securities Private Limited**

Dear Sirs,

Re: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* **(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

[•]

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

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

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

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

For Share India Capital Services Private Limited

____
(Authorized Signatory)

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*
Maashitla Securities Private Limited

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE II

Date:

To:

Refund Bank

Dear Sirs:

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* **(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

For Maashitla Securities Private Limited (Registrar to the Issue)

____
(Authorized Signatory)

Copy to:

Share India Capital Services Private Limited
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

Encl.:

Details of Bidders entitled to payment of refund

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE III

Date: [●]

To:
Axis Bank Limited
Escrow Collection Banks
Public Issue Account Bank
Refund Bank
Sponsor Bank

Maashitla Securities Private Limited (Registrar to the Issue)
Dear Sirs,

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* **(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")**

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

Kindly acknowledge the receipt of this letter.

Sincerely,
For **Share India Capital Services Private Limited**

(Authorized Signatory)

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE IV

Date:

To:
Axis Bank Limited
Escrow Collection Bank

Dear Sirs,

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* **(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

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

Sincerely,

For Share India Capital Services Private Limited	For Maashitla Securities Private Limited
Authorized Signatory	Authorized Signatory

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE V

Date: [•]

To:

Share India Capital Services Private Limited
A-25, Basement, Sector 64, Noida, Uttar Pradesh, India - 201301

Dear Sirs,

Re: **Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited** *(Formerly known as Pooja Logistics Private Limited)***(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

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

Yours faithfully,

For and on behalf of the **Maashitla Securities Private Limited**

____
Authorized Signatory

Copy to:

Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna **Managing Director** **DIN:** 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE VI

Date: [●]

To:
Public Issue Account Bank
Axis Bank Limited

Ladies and Gentlemen,

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)***(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [●] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

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

For **Share India Capital Services Private Limited**	For **Turnaround Corporate Advisors Private Limited**
(Authorized Signatory)	(Authorized Signatory)

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE VII

Date: [•]

To:
Axis Bank Limited

Dear Sir/Ma'am,

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)***(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

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

For **Share India Capital Services Private Limited**	For **Turnaround Corporate Advisors Private Limited**
(Authorized Signatory)	(Authorized Signatory)

Copy to:

Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE VIII

Date: [•]

To:

Escrow Collection Bank
Axis Bank Limited

Dear Sir/Ma'am,

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)***(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

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

For **Share India Capital Services Private Limited** (Authorized Signatory)	For **Turnaround Corporate Advisors Private Limited** (Authorized Signatory)

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* Mr. Deepak Khanna Managing Director DIN: 05130667	For Share India Capital Services Private Limited Authorized Signatory	For Turnaround Corporate Advisors Private Limited Authorized Signatory	For Maashitla Securities Private Limited Authorized Signatory	For Axis Bank Limited Authorised Signatory

SCHEDULE IX

Date:

To:

Escrow Collection Bank
Axis Bank Limited

Dear Sirs:

Re.: Initial Public Offer (the "Offer") of equity shares of Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)***(the "Company" and such offer, the "Offer") – Escrow and Sponsor Bank Agreement dated [•] (the "Escrow and Sponsor Bank Agreement")**

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

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

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

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

For Share India Capital Services Private Limited	For Maashitla Securities Private Limited
Authorized Signatory	Authorized Signatory

Copy to:
Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)*	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

SCHEDULE IX A - AUTHORIZED REPRESENTATIVES

FOR POOJA LOGISTICS LIMITED *(Formerly known as Pooja Logistics Private Limited)*

NAME	POSITION	SPECIMEN SIGNATURE
Any one of the following		
Mr. Deepak Khanna	Managing Director	
Ms. Anu Khanna	Executive Director	Anu Khanna

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

FOR SHARE INDIA CAPITAL SERVICES PRIVATE LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Any one of the following		
Mr. Sachin Gupta	Director	Sachin
Mr. Rachit Gupta	Director	Rachit
Mr. Kunal Bansal	Vice President	Kunal Bansal

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* Mr. Deepak Khanna Managing Director DIN: 05130667	For Share India Capital Services Private Limited Authorized Signatory	For Turnaround Corporate Advisors Private Limited Authorized Signatory	For Maashitla Securities Private Limited Authorized Signatory	For Axis Bank Limited Authorised Signatory

FOR MAASHITLA SECURITIES PRIVATE LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Any one of the following		
Mr. Mukul Agarwal	Director	

For Pooja Logistics Limited *(Formerly known as Pooja Logistics Private Limited)* Mr. Deepak Khanna Managing Director DIN: 05130667	For Share India Capital Services Private Limited Authorized Signatory	For Turnaround Corporate Advisors Private Limited Authorized Signatory	For Maashitla Securities Private Limited Authorized Signatory	For Axis Bank Limited Authorised Signatory

FOR AXIS BANK LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
	Any one of the following	
Supriya Gopi	AVP - BOH	For AXIS BANK LTD. Authorised Signatory Corpoarate Banking Branch, New Delhi

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory

FOR TURNAROUND CORPORATE ADVISORS PRIVATE LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Any one of the following		
Rajveer Singh	Authorized Signatory	

For Pooja Logistics Limited (Formerly known as Pooja Logistics Private Limited)	For Share India Capital Services Private Limited	For Turnaround Corporate Advisors Private Limited	For Maashitla Securities Private Limited	For Axis Bank Limited
Mr. Deepak Khanna Managing Director DIN: 05130667	Authorized Signatory	Authorized Signatory	Authorized Signatory	Authorised Signatory