

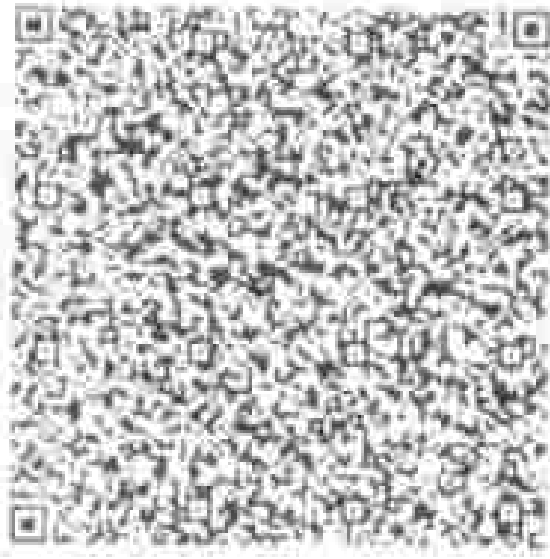


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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL53630508761006X
Certificate Issued Date	: 12-Sep-2025 12:22 PM
Account Reference	: IMPACC (IV)/ dl753603/ DELHI/ DL-NWD
Unique Doc. Reference	: SUBIN-DL75360338531914825609X
Purchased by	: PRIME CABLE INDUSTRIES LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRIME CABLE INDUSTRIES LTD
Second Party	: SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
Stamp Duty Paid By	: PRIME CABLE INDUSTRIES LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



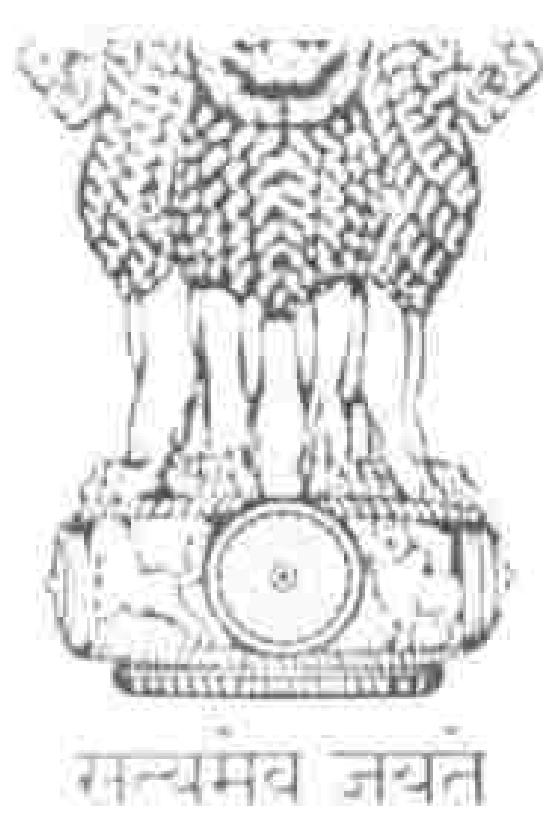
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This Stamp Paper forms an Integral Part of Share Escrow Agreement Entered into By And Among Skyline Financial Services Limited , Prime Cable Industries Limited and Purshotam Singla

For Prime Cable Industries Limited

Whole Time Director





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Certificate No. : IN-DL53629008143421X
Certificate Issued Date : 12-Sep-2025 12:22 PM
Account Reference : IMPACC (IV)/ dl753603/ DELHI/ DL-NWD
Unique Doc. Reference : SUBIN-DL75360338533331953054X
Purchased by : PRIME CABLE INDUSTRIES LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PRIME CABLE INDUSTRIES LTD
Second Party : SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
Stamp Duty Paid By : PRIME CABLE INDUSTRIES LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

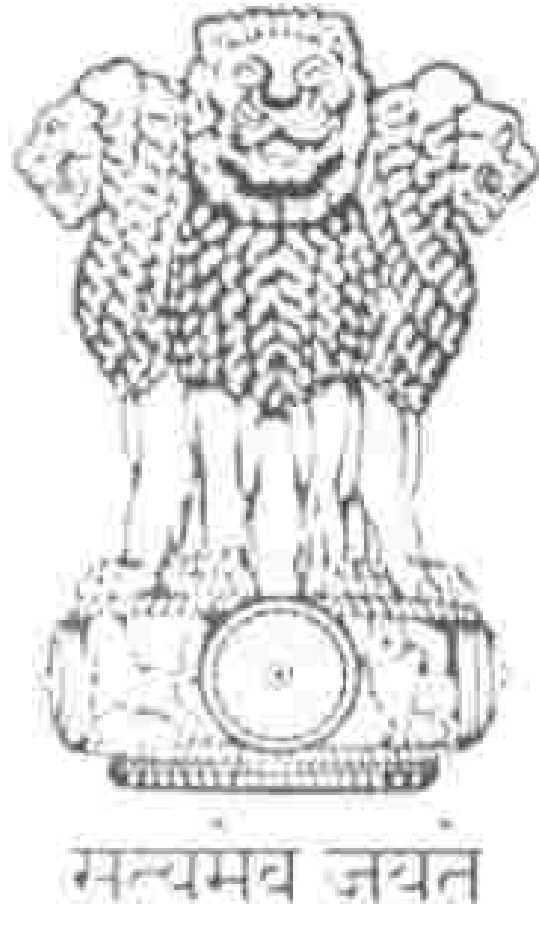


Please write or type below this line:

For Prime Cable Industries Limited

Whole Time Director





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e-Stamp

Certificate No.	: IN-DL53627738105361X
Certificate Issued Date	: 12-Sep-2025 12:21 PM
Account Reference	: IMPACC (IV)/ dl753603/ DELHI/ DL-NWD
Unique Doc. Reference	: SUBIN-DL75360338534476638357X
Purchased by	: PRIME CABLE INDUSTRIES LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PRIME CABLE INDUSTRIES LTD
Second Party	: SKYLINE FINANCIAL SERVICES PRIVATE LIMITED
Stamp Duty Paid By	: PRIME CABLE INDUSTRIES LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

For Prime Cable Industries Limited

Whole Time Director



SHARE ESCROW AGREEMENT

AMONG

PRIME CABLE INDUSTRIES LIMITED

("COMPANY")

AND

PURSHOTAM SINGLA

("SELLING SHAREHOLDER")

AND

SKYLINE FINANCIAL SERVICES PRIVATE LIMITED

("SHARE ESCROW AGENT")

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SHARE ESCROW AGREEMENT

The SHARE ESCROW AGREEMENT (this "Agreement") is entered into on September 08, 2025 at Delhi by and amongst:

1. **Prime Cable Industries Limited**, a company incorporated under the Companies Act, 1956, having Corporate Identification Number U31905DL2008PLC177989 and having its Registered Office at E- 894, DSIDC Industrial Area Narela, Delhi-110040 (hereinafter referred to as the "**Company**", which expression shall, unless it is be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

AND

2. **Purshotam Singla**, bearing PAN AORPS8350L, aged about 56 years, and resident of House No. 39, Road No. 5, East Punjabi Bagh, West Delhi, Delhi- 110026, India (hereinafter referred to as "**Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns), of the **SECOND PART**;

AND

3. **Skyline Financial Services Private Limited**, a company incorporated under the laws of India, whose registered office is situated at D-153A, First Floor Okhla Industrial Area, Phase-I, New Delhi-110020 (the "**Share Escrow Agent**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

WHEREAS:

- (A) The Company and the Selling Shareholder propose to undertake an initial public offering of Equity Shares and the Board be and is hereby authorized to create, offer, issue and allot and transfer of the equity shares of face value of ₹ 5 of the Company ("**Equity Shares**") which may include a fresh issue of Equity Shares ("**Fresh Issue**") and an offer for sale of the Equity Shares by existing and eligible shareholders of the Company (the "**Offer for Sale**" together with the Fresh Issue, the "**Offer**") for cash either at par or premium such that the amount being raised pursuant to the Offer aggregates up to ₹ 4,001.26 Lakhs in accordance with the Companies Act, 2013 and the rules made thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") out of certain equity shares will be reserved for subscription by the market maker to the Issue (the "**Market Maker Reservation Portion**") as per the Applicable Laws through 100% Book Building Process (*defined below*) at the Offer Price (*defined below*) per Equity Shares which will be disclosed in the Offer Document.
- (B) The Offer has been authorized by a resolution passed by the board of directors of the Company (the "**Board of Directors**" or "**Board**") dated April 21, 2025, and by the shareholders' resolution dated May 16, 2025 pursuant to Section 62(1)(c) of the Companies Act at the Extra Ordinary General Meeting. The Board of the Company has taken on record the consent for Offer for Sale of the Selling Shareholder pursuant to its resolution passed in its meeting held on May 17, 2025. The Selling Shareholder has consented to participating in the Offer in accordance with the terms agreed to in his consent letter and certificate and approved and authorized, as applicable, the Offer for Sale of his Equity Shares ("**Offered Shares**"), as set out in **Schedule A**.
- (C) The Company and the Selling Shareholder have appointed Indorient Financial Services Limited (the "**Book Running Lead Manager**" or the "**BRLM**") to manage the Offer and the Book Running Lead Manager has accepted the engagement for the agreed fees and expenses payable to them for managing the

Offer in terms of the engagement letter dated August 9, 2024 (the "**Engagement Letter**") subject to the terms and conditions set forth thereon. The BRLM, the Company and the Selling Shareholder have executed an Offer Agreement dated June 06, 2025 in connection with the Offer (the "**Offer Agreement**").

- (D) The Company has filed the Draft Red Herring Prospectus dated June 9, 2025 with the SME Platform of National Stock Exchange of India Limited (the "**NSE EMERGE**") for review and comments, in accordance with the SEBI ICDR Regulations, in connection with the Offer. After incorporating the comments and observations of the NSE, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, Delhi and Haryana at New Delhi (the "**RoC**") and will file the Prospectus in accordance with the Companies Act and the SEBI ICDR Regulations.
- (E) The Company has received in-principle approval from NSE Emerge for the listing of the Equity Shares pursuant to its letter dated August 14, 2025.
- (F) Pursuant to the registrar agreement dated May 30, 2025, the Company and the Selling Shareholder have appointed Skyline Financial Services Private Limited as the Registrar to the Offer.
- (G) Subject to the terms of this Agreement, the Selling Shareholder has, agreed to authorize Skyline Financial Services Private Limited to act as Share Escrow Agent and deposit his portion of the Offered Shares as specified in **Schedule A** into an Escrow Demat Account (*as defined herein*) which will be opened by the Share Escrow Agent with the Depository Participant (*as defined herein*), in accordance with the terms of this Agreement. Subject to the terms of this Agreement, the Offered Shares are proposed to be credited to the demat account(s) of the Allottees (i) for the successful Applicants, in terms of the Basis of Allotment finalized by the Company in consultation with the Book Running Lead Manager and NSE Emerge, which is the designated stock exchange for the Offer (the "**Designated Stock Exchange**"), in accordance with the SEBI ICDR Regulations, any other applicable rules and regulations issued by SEBI (*as defined herein*), and any other Applicable Laws (such Offered Shares, which are transferred to the successful Applicants are hereinafter referred to as the "**Final Sold Shares**").
- (H) Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and Transfer (*as defined herein*), the Final Sold Shares pursuant to the Offer to the Allottees, and to transfer any remaining unsold Offered Shares ("**Unsold Shares**") back to the Selling Shareholder Demat Accounts (*as defined herein*) as set forth in **Schedule K**.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, agreements and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, each of the Parties hereby agree as follows:

I. DEFINITIONS AND INTERPRETATIONS

- I.1. Capitalised terms used in this Agreement and not specifically defined herein shall have the meaning assigned to them in the Offer Documents (*as defined herein*), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail. In addition to the terms defined in the introduction to this Agreement, whenever used in this Agreement, the following words and terms shall have the meanings set forth below:

"**Affiliate**", with respect to any Party, shall mean: (i) any other person that, directly or indirectly, through one or more intermediaries, Controls (as defined hereinafter) or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company or subsidiary of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than

Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms "holding company" and "subsidiary" have the respective meanings set out in Section 2(46) and 2(87) of the Companies Act, 2013, respectively. In addition, for the purposes of this Agreement, the Promoter and the members of the Promoter Group, as identified in the Offer Documents, are deemed to be Affiliates of the Company. Notwithstanding anything to the contrary in this Agreement, the Parties agree and acknowledge that, for the purposes of this Agreement, (i) the terms "Affiliate" and "Affiliates", when used in relation to the Promoter Selling Shareholder, shall only mean and refer to any person Controlled by the Promoter Selling Shareholder.

"Agreement" has the meaning given to such term in the Preamble and shall include reference to any amendments thereto;

"Allotment" or **"Allotted"** or **"Allot"** shall mean unless the context otherwise requires, allotment of the Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholder pursuant to the Offer for Sale to the successful Applicants;

"Allottee" shall mean a successful Applicants to whom the Equity Shares are Allotted;

"Anchor Investor(s)" 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 and who has Bid for an amount of at least ₹ 200 Lakhs;

"Applicable Law" shall mean any applicable law, statute, byelaw, rule, regulation, guideline, instructions, rules, communications, circular, notification, regulatory policy, (any requirement under, or notice of, any regulatory body), equity listing agreements with the Stock Exchange (*as defined hereinafter*), compulsory guidance, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956 (the **"SCRA"**), the Securities Contracts (Regulation) Rules, 1957 (the **"SCRR"**), the Companies Act, the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**"SEBI Listing Regulations"**), as amended, the Foreign Exchange Management Act, 1999 (**"FEMA"**), the U.S. Securities Act (including the rules and regulations promulgated thereunder), the U.S. Securities Exchange Act of 1934, as amended (the **"U.S. Exchange Act"**), and rules and regulations thereunder, the consolidated foreign direct investment policy issued by the Department of Industrial Policy and Promotion, Government of India and the guidelines, instructions, rules, communications, circulars and regulations issued by Department for Promotion of Industry and Internal Trade (**"DPIIT"**) and the Government of India (**"GoI"**), the Registrar of Companies, Securities and Exchange Board of India (**"SEBI"**), the Reserve Bank of India (**"RBI"**), the Stock Exchanges or by any other governmental, statutory, judicial, quasi-judicial, administrative or regulatory authority or any court or tribunal and similar agreements, rules, regulations, orders and directions, each as amended from time to time in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer;

"Applicant" shall mean any prospective investor who has made an Application in accordance with Red Herring Prospectus and the Prospectus;

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

“Board” or **“Board of Directors”** has the meaning given to such term in Recital **Error! Reference source not found.** of this Agreement;

“Book Running Lead Manager” or **“BRLM”** has the meaning given to such term in Recital **Error! Reference source not found.** of this Agreement;

“Closing Date” shall mean the date of Allotment of the Equity Shares pursuant to the Offer in accordance with the provisions of the Offer Documents;

“Companies Act” shall mean the Companies Act, 2013, read with all the rules, regulations, clarifications, circulars and modifications issued thereunder;

“Company” shall have the meaning given to such term in the Preamble;

“Confidential Information” shall have the meaning given to such term in Clause 10.11(i) of this Agreement;

“Control” shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms **“Controlling”** and **“Controlled”** shall be construed accordingly;

“Corporate Action Requisition” shall mean the instructions duly signed by the Company, in the format prescribed by the Depositories from time to time, along with the prescribed supporting documentation, authorizing the Depositories to debit the Final Sold Shares from the Escrow Demat Account and credit such Final Sold Shares to the demat accounts of the Allottees in relation to the Offer;

“Depositories” shall mean the National Securities Depository Limited and the Central Depository Services (India) Limited;

“Depositories Act” shall mean the Depositories Act, 1996;

“Depository(ies)” shall collectively mean NSDL and CDSL;

“Depository Participant” shall mean a depository participant as defined under the Depositories Act;

“Deposit Date” shall mean the date on which the Selling Shareholder debit his Offered Shares from the Selling Shareholder Demat Account and credit the same to the Escrow Demat Account which shall be least three (3) Working Days prior to the filing of the Red Herring Prospectus with the RoC or such other time as may be mutually agreed among the Company, the Selling Shareholder and the BRLM;

“Designated Stock Exchange” shall have the meaning given to such term in Recital (G) of this Agreement;

“Dispute” shall have the meaning given to such term in Clause 10.5 (ii) of this Agreement;

“Disputing Parties” shall have the meaning given to such term in Clause 10.5 (ii) of this Agreement;

“Draft Red Herring Prospectus” or **“DRHP”** shall mean the draft red herring prospectus dated June 09, 2025 filed with NSE Emerge in accordance with the SEBI ICDR Regulations;

“Drop Dead Date” shall mean such date after the Offer Closing Date not exceeding 3 (three) Working Days from the Offer Closing Date, or as may be agreed in writing among the Company, the Selling Shareholder and the Book Running Lead Manager;

“Equity Shares” shall have the meaning given to such term in Recital (A) of this Agreement;

“Escrow Demat Account” shall mean the dematerialized account opened by the Share Escrow Agent with the Depository(ies) to keep the Offered Shares in escrow, in terms of this Agreement;

“Event of Failure” shall mean the occurrence of one or more of the following events:

- (a) Any event due to which the process of bidding or the acceptance of Bids cannot start on the dates mentioned in the Red Herring Prospectus (including any revisions thereof), including the Offer not opening on the Bid/Offer Opening Date or any other revised date agreed between the parties for any reason;
- (b) The RoC Filing not being completed on or prior to the Drop Dead Date for any reason;
- (c) The Offer shall have become illegal or non-compliant with Applicable Law, or is enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable including pursuant to any Applicable Law or any order or direction passed by any Governmental Authority having requisite authority and jurisdiction over the Offer;
- (d) Non-receipt of any regulatory approvals in a timely manner in accordance with the Applicable Laws or at all, including, without limitation, refusal by a Stock Exchange to grant the listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchange within the period specified under Applicable Laws;
- (e) Failure to enter into the Underwriting Agreement on or prior to filing of the Prospectus with the RoC unless such date is otherwise extended in writing by the parties to the Underwriting Agreement or the Underwriting Agreement being terminated in accordance with its terms;
- (f) Failure to comply with the requirements of the number of Allottees in the Offer being at least 1,000 or minimum subscription of 90% of the Fresh Issue;
- (g) The declaration of the intention of the Board of Directors of the Company and the Selling Shareholder, in consultation with the Book Running Lead Manager to withdraw and/ or cancel the Offer at any time after the Offer Opening Date until the Designated Date or if the Offer is withdrawn by the Board of Directors of the Company and the Selling Shareholder, in consultation with the Book Running Lead Manager prior to the execution of Underwriting Agreement in accordance with the Prospectus;
- (h) The Offer Agreement being terminated in accordance with its terms and conditions; or
- (i) Such other event as may be agreed upon, in writing, among the Company, the Selling Shareholder and the Book Running Lead Manager.

“Final Sold Shares” shall have the meaning assigned to the said term in Recital (G) of this Agreement;

“Governmental Authority” shall include SEBI, Stock Exchanges *(as defined herein)*, RoC, Reserve Bank of India, any international, national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or governmental owned body, department, commission, authority, agency or entity, in or outside of India;

“SEBI ICDR Regulations” shall have the meaning given to such term in Recital (A) of this Agreement;

“Indemnified Party” shall have the meaning given to such term in Clause 7.1 of this Agreement;

“Lien” shall mean any pre-emptive right, claim, equity, lien, pledge, mortgage, hypothecation, security interest, charge, trust, transfer restriction, non-disposal undertaking, encumbrance or any other right or interest, both present or future;

“NSE Emerge” shall have the meaning given to such term in Recital (D) of this Agreement;

"Offer" shall have the meaning given to such term in Recital (A) of this Agreement;

"Offer Agreement" shall have the meaning given to such term in Recital (C) of this Agreement;

"Offer Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, as approved by the Company and as filed or to be filed with NSE Emerge and RoC together with the such offering documents, confirmation of allotment notes, Abridged Prospectus, Bid cum Application form including any amendments, supplements, notices, corrections or corrigenda to such offering documents;

"Offer for Sale" shall have the meaning given to such term in Recital (A) of this Agreement;

"Offer Price" shall mean the final price at which Equity Shares will be Allotted to successful ASBA Bidders in terms of the Red Herring Prospectus which will be decided by the Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book Building Process and in terms of the Red Herring Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price, which will be decided by the Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book-Building Process and in terms of the Red Herring Prospectus;

"Offered Shares" shall have the meaning given to such term in Recital (B) of this Agreement;

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

"Pricing Date" shall mean the date on which the Company, in consultation with the BRLM, will finalize the Offer Price;

"Prospectus" shall mean the prospectus to be filed with the RoC in accordance with the provisions of Section 26 & 32 of the Companies Act, *inter alia*, the Offer Price, the size of the Offer and certain other information;

"Public Offer Account(s)" shall mean the bank account to be opened, in accordance with Section 40(3) of the Companies Act to receive monies from the Escrow Demat Account and the ASBA Accounts on the Designated Date;

"Red Herring Prospectus" shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto;

"Registrar" or **"Registrar to the Offer"** shall mean Skyline Financial Services Private Limited;

"Registrar to the Company" shall mean Skyline Financial Services Private Limited;

"RoC" shall have the meaning given to such term in Recital (D) of this Agreement;

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

"Selling Shareholder" shall have the meaning given to such term in the Preamble;

"Selling Shareholder Demat Account(s)" shall mean the demat account of the Selling Shareholder, as set out in **Schedule B**, from which such shares will be originally credited to the Escrow Demat Account, in accordance with this Agreement;

"Offer" shall have the meaning given to such term in Recital (A) of this Agreement;

"Offer Agreement" shall have the meaning given to such term in Recital (C) of this Agreement;

"Offer Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, as approved by the Company and as filed or to be filed with NSE Emerge and RoC together with the such offering documents, confirmation of allotment notes, Abridged Prospectus, Bid cum Application form including any amendments, supplements, notices, corrections or corrigenda to such offering documents;

"Offer for Sale" shall have the meaning given to such term in Recital (A) of this Agreement;

"Offer Price" shall mean the final price at which Equity Shares will be Allotted to successful ASBA Bidders in terms of the Red Herring Prospectus which will be decided by the Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book Building Process and in terms of the Red Herring Prospectus. Equity Shares will be Allotted to Anchor Investors at the Anchor Investor Offer Price, which will be decided by the Company, in consultation with the BRLM, on the Pricing Date, in accordance with the Book-Building Process and in terms of the Red Herring Prospectus;

"Offered Shares" shall have the meaning given to such term in Recital (B) of this Agreement;

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

"Pricing Date" shall mean the date on which the Company, in consultation with the BRLM, will finalize the Offer Price;

"Prospectus" shall mean the prospectus to be filed with the RoC in accordance with the provisions of Section 26 & 32 of the Companies Act, *inter alia*, the Offer Price, the size of the Offer and certain other information;

"Public Offer Account(s)" shall mean the bank account to be opened, in accordance with Section 40(3) of the Companies Act to receive monies from the Escrow Demat Account and the ASBA Accounts on the Designated Date;

"Red Herring Prospectus" shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto;

"Registrar" or **"Registrar to the Offer"** shall mean Skyline Financial Services Private Limited;

"Registrar to the Company" shall mean Skyline Financial Services Private Limited;

"RoC" shall have the meaning given to such term in Recital (D) of this Agreement;

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

"Selling Shareholder" shall have the meaning given to such term in the Preamble;

"Selling Shareholder Demat Account(s)" shall mean the demat account of the Selling Shareholder, as set out in **Schedule B**, from which such shares will be originally credited to the Escrow Demat Account, in accordance with this Agreement;

"Selling Shareholder's Share Escrow Failure Notice" shall have the meaning given to such term in Clause 5.4 of this Agreement;

"Share Escrow Agent" shall have the meaning given to such term in the Preamble;

"Share Escrow Failure Notice" shall have the meaning given to such term in Clause 5.3 of this Agreement;

"Stock Exchange" shall mean National Stock Exchange of India Limited;

"Transfer" shall mean any **"transfer"** of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholder therein and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment, gift, donation, redemption, conversion or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one person to another person or to the same person in a different legal capacity, whether or not for value; and (iii) the granting of any interest, any Lien, pledge/mortgage, encumbrance, hypothecation or charge in or or extending or attaching to the Offer or any interest therein; and

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

"UPI Circulars" SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular number SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (to the extent that such circulars pertain to the UPI Mechanism), the SEBI Master Circular for Issue of Capital and Disclosure Requirements, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 12 dated June 21, 2023, along with the circular issued by the NSE having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022 and the notice issued by BSE having reference no. 20220722- 30 dated July 22, 2022 and reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchange in this regard;

1.2. In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

- (iii) the ejusdem generis principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating particular class of acts, matters or things or by examples falling within the general words
- (iv) references to the words "include" or "including" shall be construed without limitation;
- (v) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (vi) references to any Party shall also include such Party's successors in interest and permitted assigns or heirs, executors, administrators and successors, as the case may be, under any agreement, instrument, contract or other document;
- (vii) references to a "person" shall include any natural person, firm, general, limited or limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (viii) 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;
- (ix) references to a number of days shall mean such number of calendar days unless otherwise specified to refer to Working Days or business days. 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;
- (x) references to a Preamble, Clause, Paragraph, Schedule or Annexure is, unless indicated to the contrary, a reference to a preamble, clause, paragraph, schedule or annexure of this Agreement; and
- (xi) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence

The Parties acknowledge and agree that the Schedules attached hereto, form an integral part of this Agreement

- 1.3. The rights, obligations, representations, warranties, covenants, undertakings, and indemnities of each of the Parties under this Agreement shall be several, (and not joint or joint and several), unless expressly otherwise specified in this Agreement in respect of any joint and several obligations. None of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party, unless expressly otherwise specified in this Agreement.

2. **APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT**

- 2.1. The Company and the Selling Shareholder, severally and not jointly, hereby appoint Skyline Financial Services Private Limited to act as the share escrow agent ("**Share Escrow Agent**") under this Agreement, to open and operate the Escrow Demat Account, and the Share Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

- 2.2. The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company and the Selling Shareholder immediately upon execution of this Agreement and shall open the Escrow Demat Account with the Depository Participant within three (3) Working Days from the date of this Agreement but in any event prior to the Deposit Date and in time for the Selling Shareholder to comply with Clause 3.1 below.
- 2.3. Immediately upon the opening of the Escrow Demat Account, the Share Escrow Agent shall inform the Selling Shareholder and the Company (with a copy to the Book Running Lead Manager) by a notice in writing, confirming the opening of the Escrow Demat Account, in a form as set out in **Schedule C**. Such written confirmation shall be sent in accordance with Clause 10.1 of this Agreement, such that it is received on the day that the Escrow Demat Account is opened.
- 2.4. All costs, fees, and expenses with respect to opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be shared among the Company and Selling Shareholder in accordance with the Offer Agreement. It is hereby clarified that Share Escrow Agent shall not have any recourse to the Selling Shareholder or the Offered Shares placed in the Escrow Demat Account, for any amounts due and payable in respect of their services under this Agreement or the Offer.
- 2.5. Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Share Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns / statements, within such time and manner as prescribed under the Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholder, as the case may be, receive the benefit of any credit of GST paid to the Share Escrow Agent.
- 2.6. The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. The Selling Shareholder agree, to do all such acts and deeds as may be reasonably requested by the Company to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.

3. **DEPOSIT OF OFFERED SHARES AND ESCROW TERM**

- 3.1. Upon receipt of confirmation of the opening of the Escrow Demat Account in accordance with the provisions of this Agreement, Selling Shareholder agrees to debit its portion of the Offered Shares from the Selling Shareholder Demat Account and credit such Offered Shares to the Escrow Demat Account on or prior to the Deposit Date. The Share Escrow Agent shall provide a written confirmation to the Selling Shareholder, the Company and the Book Running Lead Manager in the form set forth in **Schedule D**, on the credit of all of the Offered Shares from the Selling Shareholder to the Escrow Demat Account, on the same day and immediately upon credit of such Offered Shares to the Escrow Demat Account. It is hereby clarified that the above debit of the Offered Shares from the Selling Shareholder Demat Account and the credit of the Offered Shares to the Escrow Demat Account shall not be construed or deemed as a transfer of title or any legal or beneficial ownership or interest by the Selling Shareholder in favor of the Share Escrow Agent or any other person and the Selling Shareholder shall continue to fully enjoy all the rights associated with his Offered Shares. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for the Selling Shareholder in accordance with the terms of this Agreement and shall instruct the Depositories not to recognize any transfer of such Offered Shares which is not in accordance with the terms of this Agreement. It is hereby clarified that unless the Offered Shares are transferred to the Escrow Demat Account, the Red Herring Prospectus will not be filed with the RoC.

3.2. The Selling Shareholder agrees and undertakes to retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 below,

3.3. Subject to and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall, release the Final Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1 hereinabove, the Share Escrow Agent shall immediately (and in no event later than 1 Working Day) release and credit back to the Selling Shareholder Demat Account, the Unsold Shares remaining to the credit to the Escrow Demat Account (a) upon completion of the Offer, in the manner provided in Clause 5.2 of this Agreement, (b) upon occurrence of an Event of Failure, in the manner provided in Clauses 5.3 to 5.7 of this Agreement; or (c) upon occurrence of any other event as may be contemplated under this Agreement. The Selling Shareholder, agrees and undertake to retain the Offered Shares in the Escrow Demat Account until completion of the events described in Clause 5 of this Agreement.

4. OWNERSHIP OF THE OFFERED SHARES

4.1. The parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account in terms of this Agreement, any dividend declared or paid on the Offered Shares shall be to the credit of the Selling Shareholder, to the extent of the Offered Shares and, if paid by the Company, shall be released by the Company into a bank account notified in writing by the Selling Shareholder. In addition, until such Offered Shares are credited to the demat accounts of the Allottees on Closing Date, in relation to the respective Offered Shares, Selling Shareholder, shall continue to exercise his rights, including voting rights, dividends and other corporate benefits if any, attached to its Offered Shares until the Final Sold Shares are credited to the demat accounts of the Allottees on the Closing Date. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, the Selling Shareholder, shall be entitled to give any instructions in respect of any corporate actions in relation to the Offered Shares, such as voting in any shareholders' meeting until the Closing Date; provided, however, that no corporate action, including any corporate action initiated or provided by the Company, will be given effect to if it results in or has the effect of a Transfer to any person, except pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and this Agreement. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholder Demat Account pursuant to Clause 3, Clause 5 and Clause 9 of this Agreement, the Selling Shareholder shall continue to be the legal and beneficial owner of the Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if such Offered Shares had not been credited to the Escrow Demat Account by the Selling Shareholder. Notwithstanding the aforesaid, and without any liability on the Selling Shareholder, the Allottees of the Final Sold Shares shall be entitled to dividends and other corporate benefits attached to the Final Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law and such Final Sold Shares shall rank *pari-passu* to Equity Shares of the Company.

4.2. The Share Escrow Agent hereby agrees and confirms that the Share Escrow Agent shall have no rights and it shall not, at any time, including but not limited to, claim to be entitled to or exercise any voting rights or Control over or in respect of the Offered Shares other than as provided for in this Agreement. The Share Escrow Agent hereby agrees and undertakes that the Share Escrow Agent shall not at any time, whether during a claim for breach of this Agreement or not, claim, have, be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

5.1. On the Closing Date:

- (i) The Company shall provide a certified copy of the resolution of the Board of Directors or the IPO Committee of the Board of Directors, as the case may be, approving the Allotment, to the Selling Shareholder, the Share Escrow Agent and the BRLM.
 - (ii) The Company shall inform the Selling Shareholder (with a copy to the BRLM) in writing of (a) issuance of the Corporate Action Requisition (with a copy of the resolution of the Board of Directors or the IPO Committee thereof, approving the Allotment) to the Share Escrow Agent and the Depositories to debit the Final Sold Shares from the Escrow Demat Account and credit such Final Sold Shares to the respective demat accounts of the Allottees in relation to the Offer, and (b) inform the Share Escrow Agent (with a copy to the BRLM) and Selling Shareholder by a notice in writing in the format provided in **Schedule E** along with a copy of the Corporate Action Requisition. The Company shall issue instructions, in writing, to the Depositories and the Share Escrow Agent (with a copy to the Selling Shareholder and the BRLM) for the crediting of the Final Sold Shares to the respective demat accounts of the Allottees pursuant to the Offer, in the format provided in **Schedule F**.
- 5.2. Upon receipt of the instructions, as stated in Clause 5.1 from the Company and after duly verifying that the Corporate Action Requisition Form is complete in all respects, the Share Escrow Agent shall ensure debit of the Final Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees of the Final Sold Shares in relation to the Offer, in terms of the Corporate Action Requisition Form within the time period as specified in the Red Herring Prospectus and Prospectus and as prescribed under Applicable Law and shall release and credit back to the Selling Shareholder Demat Account, any Unsold Shares remaining to the credit of the Escrow Demat Account within one (1) Working Day of the completion of Transfer of Final Sold Shares to the demat accounts of the Allottees and shall inform the Company, the Selling Shareholder and the BRLM intimate the writing such debit of the Final Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees and credit back to the Selling Shareholder Demat Account, any Unsold Shares remaining to the credit of the Escrow Demat Account in the format provided in **Schedule K**. It is hereby clarified that for the purpose of this Clause 5.2, (a) the debit of the Offered Shares of the Selling Shareholder and/or (b) credit of Unsold Shares back to the Selling Shareholder shall, subject to rounding off, pursuant to Clause 3.1 subject to the waterfall mechanism of allocation of bids in the Offer towards the Fresh Issue and the Offered Shares in accordance with the Offer Agreement and as disclosed in the section titled '*Terms of the Offer – Minimum Subscription*' of the Red Herring Prospectus and Prospectus. In this regard, it is further clarified that upon (i) debit of the Final Sold Shares from the Escrow Demat Account and credit of such Final Sold Shares to the account of the Allottees, and (ii) on the receipt of listing and trading approval of the Equity Shares from the Stock Exchanges, the monies received from the Final Sold Shares, subject to deductions of Offer expenses (solely in respect of the portion of Final Sold Shares of a Selling Shareholder) and other applicable taxes, will be transferred from the Public Offer Account to the respective Selling Shareholder's bank account, in accordance with the Bankers to the Offer Agreement to be executed in relation to the Offer.
- 5.3. In the event of an occurrence of an Event of Failure, the Company shall immediately and not later than one (1) Working Day from the date of occurrence of such event issue a notice in writing to the Share Escrow Agent and the Registrar to the Company (with a copy to Selling Shareholder and the BRLM), in a form as set out in **Schedule G** ("**Share Escrow Failure Notice**"). The Share Escrow Failure Notice shall also indicate the credit of the Offered Shares back to the Selling Shareholder Demat Accounts if the Event of Failure has occurred before or after the transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.5 or Clause 5.6 of this Agreement.
- 5.4. Upon the occurrence of an Event of Failure, the Selling Shareholder may opt to issue a Share Escrow Failure Notice to the Share Escrow Agent with a copy to the Company, the BRLM and the other Selling Shareholder in a form as set out in **Schedule H** ("**Selling Shareholder's Share Escrow Failure**").

Notice”), in case the Company fails to issue the Share Escrow Failure Notice pursuant to Clause 5.3 within a period of one (1) Working Day from the date of occurrence of such Event of Failure.

- 5.5. Upon receipt of a Share Escrow Failure Notice or a Selling Shareholder’s Share Escrow Failure Notice, as the case may be indicating an Event of Failure prior to the transfer of the Final Sold Shares to the respective demat accounts of the Allottees, and upon receipt of the Share Escrow Failure Notice or the Selling Shareholder’s Share Escrow Failure Notice: (i) the Share Escrow Agent shall not Transfer any Offered Shares to any Allottee or any person other than to the Selling Shareholder, and (ii) the Share Escrow Agent shall immediately credit such number of the Offered Shares as deposited by the Selling Shareholder standing to the credit of the Escrow Demat Account to the Selling Shareholder Demat Account within one (1) Working Day of receipt by the Share Escrow Agent of the Share Escrow Failure Notice or the Selling Shareholder’s Share Escrow Failure Notice, provided however that, in case the proceeds of the Offer are lying in the Escrow Demat Account(s) or the Public Offer Account(s) in relation to the Offer, the Share Escrow Agent shall credit back the respective Offered Shares immediately to the Selling Shareholder Demat Accounts simultaneously with the refund of such proceeds of the Offer to Bidders by the Selling Shareholder in accordance with Applicable Law.
- 5.6. Upon receipt of the Share Escrow Failure Notice or the Selling Shareholder’s Share Escrow Failure Notice on account of an Event of Failure after the transfer of the Final Sold Shares to the Allottees but prior to receipt of the final listing and trading approvals from NSE Emerge, the Share Escrow Agent and the Company, in consultation with the BRLM, the Selling Shareholder, the SEBI, NSE Emerge and/or the Depositories, as may be required, shall take appropriate steps and issue an instruction to the Share Escrow Agent within one (1) Working Day (with a copy to the BRLM and the Selling Shareholder) to debit the Final Sold Shares that have been allotted to the Allottees and credit back such Equity Shares constituting the Final Sold Shares back to the Escrow Demat Account, in accordance with the order/direction/guidance of the SEBI, NSE Emerge, Depositories, as applicable. Immediately upon the credit of any Equity Shares into the Escrow Demat Account under this Clause 5.6, the Share Escrow Agent shall immediately transfer all such Equity Shares constituting the Final Sold Shares from the Escrow Demat Account to the Selling Shareholder Demat Account. For purposes of this Clause 5.6, it is clarified that the total number of Final Sold Shares credited to the Selling Shareholder Demat Account shall not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by the Selling Shareholder.
- 5.7. Upon the occurrence of an Event of Failure, the Share Escrow Agent shall ensure, and the Company shall provide all assistance, as may be required, to ensure, that the Selling Shareholder receives its Offered Shares in accordance with this Clause 5 of this Agreement.

6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT

- 6.1. The Share Escrow Agent hereby represents, warrants, covenants and undertakes to the Company and the Selling Shareholder that each of the following statements is accurate at the date of this Agreement and is deemed to be repeated on each date during the term of this Agreement by reference to the facts and circumstances then prevailing:
- (i) it has been duly incorporated and is validly existing and is solvent and in good standing as a company under Applicable Law and further, that no adverse order, injunction or decree, restraining it from carrying out the activities set out in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding, and that no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or tribunal, and no steps have been taken for its bankruptcy, insolvency, dissolution, winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;

As used herein, the term “solvent” means, with respect to an entity, on a particular date, that on such date, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, (iv) the entity does not have unreasonably small capital or (v) as may be determined by a court of law;

- (ii) it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
 - (iii) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
 - (iv) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (a) any Applicable Law (b) its organizational/ charter documents, 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 any of its assets;
 - (v) no mortgage, charge, pledge, Lien, trust, security interest or other encumbrance has been or shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein. The Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Share Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, dissolution, liquidation or winding up proceedings; and
 - (vi) the Escrow Demat Account and the Offered Shares deposited therein shall be held by the Share Escrow Agent in trust and in accordance with the provisions of this Agreement, kept separate and segregated from its general assets and represented so in its records and instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.
- 6.2. The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify the Company, the Selling Shareholder and the BRLM in writing promptly if it becomes aware of any circumstance which would render any of the above statements to be untrue or inaccurate or misleading in any respect.
- 6.3. The Share Escrow Agent hereby acknowledges and agrees that it shall be solely responsible for the operation of the Escrow Demat Account in accordance with this Agreement and shall retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 above, and further agrees and undertakes to implement all written instructions provided to it in accordance with the terms of this Agreement and comply with Applicable Law. Further, the Share Escrow Agent shall not act on any instructions to the contrary to those set out in this Agreement, in relation to the Escrow Demat Account, by any person, including the Company or the Selling Shareholder or the Book Running Lead Manager.
- 6.4. The Share Escrow Agent shall provide to the Selling Shareholder and the Company in writing, from time to time, statements of accounts, (i) on a weekly basis and (ii) as and when reasonably requested by the Selling Shareholder or the Company in writing, until the closure of the Escrow Demat Account.
- 6.5. The Share Escrow Agent acknowledges and ensures that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under Applicable Law. The Share Escrow Agent agrees and undertakes to act with due diligence, care

and skill while discharging its obligations under this Agreement. The Share Escrow Agent shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with Applicable Law and exercise due diligence in implementation of such written instructions, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions or clarifications from the Company and the Selling Shareholder. Any and all such instructions or clarifications as are duly provided by the relevant authorized signatories of the Company and the Selling Shareholder, in writing, shall be implemented by the Share Escrow Agent, subject to and in accordance with Applicable Law. Provided that the instructions from the Company and the Selling Shareholder shall only be issued upon the receipt of prior written consent in respect thereof by the Book Running Lead Manager. The Share Escrow Agent acknowledges that the Company and Selling Shareholder may, severally and not jointly, be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations under the Share Escrow Agreement.

- 6.6. The Share Escrow Agent hereby agrees and undertakes not to comply with any instructions which are not provided in accordance with the terms of this Agreement, including, without limitation, any instructions from the Company or the Selling Shareholder which are not provided in accordance with the terms of this Agreement, after due verification.
- 6.7. The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purpose of the Offer in whole or any part thereof, in the Red Herring Prospects, the Prospectus and any other material prepared in connection with the Offer which are intended to be filed with the RoC, NSE Emerge and Stock Exchanges SEBI.

7. INDEMNITY

- 7.1. The Share Escrow Agent hereby agrees to and shall keep the Company, the Selling Shareholder and each of their respective employees, directors, officers, managers, affiliates, advisors, associates, representatives, agents, intermediaries and any other person that, directly or indirectly through one or more intermediaries, or other persons acting on its behalf and permitted assigns, Controls or is Controlled by or is under common Control with such Indemnified person (the "**Indemnified Party**"), fully indemnified, at all times, from and against any and all claims, penalties, delay, actions, causes of action, liabilities (probable or otherwise), damages, suits, demands, proceedings, writs, rewards, judgments, fines, claims for fees, costs, charges, expenses (including, without limitation, interest, penalties, attorney fees, court costs, accounting fees, losses of whatsoever nature including reputational, made, suffered or incurred from difference or fluctuation in exchange rates of currencies and investigation costs) or losses, loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of non-compliance or default committed by the Share Escrow Agent or losses of whatsoever nature (including reputational) made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or from any breach or alleged breach of any representation, warranty, undertaking, obligation or the terms and conditions set out in this Agreement or any provision of law, regulation, or order of any court, regulatory, statutory, governmental, quasi-judicial, judicial or administrative authority or arising out of the acts or omissions, any delay, failure, negligence, fraud, misconduct, bad faith or wilful default or in performance of the duties, obligations and responsibilities by the Share Escrow Agent under this Agreement. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise, including any right for damages.

- 7.2. The Share Escrow Agent hereby agrees that failure of any Indemnified Person to exercise part of any of its rights under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Person of any of its rights established herein.
- 7.3. The Share Escrow Agent also undertakes to indemnify the Book Running Lead Manager for any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court costs arising out of a breach of the obligations of the Share Escrow Agent under this Agreement. The Share Escrow Agent agrees to enter into a letter of indemnity in a form as set out in **Schedule J** with the BRLM on the date of this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the letter of indemnity in favor of the BRLM. In case of any inconsistency between the Letter of Indemnity (in the form set out in **Schedule J**) and this Agreement, the terms of the Letter of Indemnity shall prevail.
8. **TERMINATION**
- 8.1. This Agreement shall be effective from the date of this Agreement and shall automatically terminate upon the occurrence of the earlier of any of the following:
- (i) upon the occurrence/completion of the events mentioned in Clause 5 above in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law;
 - (ii) the declaration or occurrence of any event or proceeding of bankruptcy, insolvency, winding-up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by the Share Escrow Agent. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event. For the avoidance of doubt, in conjunction with Clause 8.2 below, it is hereby clarified that on the occurrence of any event mentioned under this Clause 8.1(ii), the Company and the Selling Shareholder may, in consultation with the BRLM, appoint a substitute share escrow agent within seven (7) Working Days of the termination of this Agreement in terms of this Clause 8.1(ii), or within such other period as may be determined by the Company and the Selling Shareholder in consultation with the BRLM, and shall enter into an agreement with such substitute share escrow agent substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity by the substitute share escrow agent to the BRLM in the format set out in **Schedule J**); or
 - (iii) the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Clause 5 of this Agreement.
- 8.2. In an event of wilful default, bad faith, misconduct, negligence or commission of fraud, breach of representations or any breach or default on the part of the Share Escrow Agent, the Share Escrow Agent at its own cost, shall take all measures to immediately rectify such fraud, negligence, misconduct, bad faith, breach or default, as applicable within a period of two (2) Working Days of receipt of written notice from the Company or Selling Shareholder (with a copy to the BRLM). The Company and the Selling Shareholder shall reserve the right to immediately terminate this Agreement by written notice (with a copy to the BRLM), if the Share Escrow Agent is unable to rectify such event within a period of two (2) Working Days of receipt of written notice from the Company or Selling Shareholder. Further, this Agreement may be immediately terminated by the Company and Selling Shareholder in the event of a breach by Share Escrow Agent of its representations, warranties, obligations or undertakings in this Agreement by a written notice to the Share Escrow Agent, with a copy to the BRLM. Such termination shall be operative only in the event that the Company and the Selling Shareholder, in consultation with

the BRLM, simultaneously appoint a substitute share escrow agent of equivalent standing, which shall enter into an agreement, substantially in the form and nature of this Agreement (including executing and delivering a letter of indemnity by the substitute share escrow agent to the BRLM in the format set out in **Schedule J**). Further, for the purposes of entering into a new agreement, the parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent. The erstwhile Share Escrow Agent shall, without any limitations, continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and if required, shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.

- 8.3. The Share Escrow Agent shall promptly issue a notice to the Parties through any mode as specified under Clause 10.1 below, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.2 above, including any pending, potential, or threatened proceeding which would likely result in the occurrence of such event.
- 8.4. The provisions of Clause 6 (*Representations, Warranties and Obligations of the Share Escrow Agent*), Clause 7 (*Indemnity*), this Clause 8.4, Clause 9 (*Closure of the Escrow Demat Account*) and Clause 10 (*General*) shall survive the termination of this Agreement pursuant to Clause 8.1 and 8.2 of this Agreement.
- 8.5. Subject to Clause 8.4, it is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only (i) when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account in accordance with Clause 5 of this Agreement or (ii) the Escrow Demat Account has been duly closed, as the case may be.

9. **CLOSURE OF THE ESCROW DEMAT ACCOUNT**

- 9.1. The Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause 5 or in the event of termination of this Agreement pursuant to Clause 8 and shall send a prior written intimation to the Company and the Selling Shareholder with a copy to the BRLM relating to the closure of the Escrow Demat Account.
- 9.2. Notwithstanding Clause 9.1 above, in the event of termination of this Agreement pursuant to Clause 8.1(ii) or Clause 8.2, the Share Escrow Agent shall close the Escrow Demat Account and transfer the Offered Shares which are lying to the credit of the Escrow Demat Account to the new escrow demat account to be opened and operated by the substitute share escrow agent as appointed, in accordance with Clause 8.2, immediately, and in any event within seven (7) Working Days of such termination or within such other period as may be determined by the Company and the Selling Shareholder in consultation with the BRLM. Upon debit and delivery of the Final Sold Shares and any remaining Offered Shares which are lying to the credit of the Escrow Demat Account to the Allottees and the Selling Shareholder Demat Accounts, respectively, and closure of the Escrow Demat Account, as set out in this Clause 9, the Share Escrow Agent shall be released and discharged from any and all further obligations arising in connection with the Offered Shares other than as set out in this Agreement, or as required under Applicable Law, without prejudice however to the accrued rights of the Parties hereunder, provided that upon termination due to any event specified under Clause 8.1(ii) or Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and the appointment of a substitute share escrow agent in accordance with Clause 8.2, and shall provide all necessary cooperation and support to ensure smooth transition to such substitute share escrow agent.

10. **GENERAL**

Notices and Counterparts

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

- 10.1. This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven (7) Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.

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

If to the Company:

Prime Cable Industries Limited

E-894, DSIDC Industrial Area Narela,

Delhi-110040, India

Tel: 011-43570453

E-mail: info@primecabindia.com

Attention: Naman Singla

Designation: Whole Time Director

If to the Selling Shareholder:

Purshotam Singla

House No. 39, Road No. 5, East Punjabi Bagh,

West Delhi, Delhi- 110026, India **Tel:** +91-9811153356

Email: primecableindustries@gmail.com

If to the Share Escrow Agent:

Skyline Financial Services Private Limited

D-153A, First Floor Okhla Industrial Area,

Phase-I, New Delhi-110020

Tel. No.: +91 11 64732681-88

Email: info@skylinertn.com

Website: www.skylinertn.com

Attention: Mr. Virender Kumar Rana

Designation: Director

- 10.2. Any Party may change its address by a notice given to the other Parties in the manner set forth above. Any notice sent to any Party shall also be marked to each of the other Parties to this Agreement and the BRLM.

- 10.3. **Assignment**

Except as otherwise provided for in this Agreement, the rights or obligations under this Agreement shall not be assigned or delegated by any Party to any person without the prior written consent of the other Parties. Any attempted assignment in contravention of this provision shall be considered as void.

10.4. **Further Assurance**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or required under Applicable Law to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date, provided that any costs and expenses payable by the Company or the Selling Shareholder for such further actions shall be shared and paid as per the provisions of the Offer Agreement.

10.5. **Governing Law and Jurisdiction: Dispute Resolution**

- (i) This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 10.4(ii) below, the courts of Mumbai, India shall have the sole and exclusive jurisdiction in matters arising out of arbitration proceedings mentioned in Clause 10.4(ii).
- (ii) In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement (the “**Dispute**”), the Parties to such Dispute (the “**Disputing Parties**”) shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. If the dispute is not resolved through negotiation within fifteen business days after a written request by any Disputing Party to commence discussions (or such longer period as the Disputing Parties may agree in writing) then the dispute shall be referred for final resolution to a sole arbitrator. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Mumbai, India.
- (iii) Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement or the Letter of Indemnity.
- (iv) The arbitration shall be conducted as follows:
 - (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
 - (c) each Disputing Party shall appoint one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator, in accordance with the Arbitration Act, provided that in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; in any case, each of the arbitrators appointed under this Clause shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (d) the arbitrators shall have the power to award interest on any sums awarded;

- (e) the arbitration award shall state the reasons on which it was based;
- (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
- (h) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
- (i) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
- (j) subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

10.6. **Supersession**

This Agreement supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, among the Parties relating to the subject matter hereof and as of the date hereof constitute the entire understanding of the Parties with respect to the subject matter.

10.7. **Amendments**

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

10.8. **Successors and Assigns**

The provisions of this Agreement shall inure to the benefit of and be binding on the Parties and their respective successors (including any successor by reason of amalgamation, scheme of arrangement, merger, demerger, or acquisition of any Party) and legal representatives and/or permitted assigns.

10.9. **Third Party Benefit**

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

10.10. **Severability**

If any provision or any portion of a provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best 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.

10.11. **Confidentiality**

- (i) The Share Escrow Agent shall keep confidential all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which by its nature is intended to be confidential ("**Confidential Information**"), and shall not divulge such information to any other person or use such Confidential Information other than:
 - a. its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; or
 - b. any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority.
- (ii) In relation to this Clause, the Share Escrow Agent shall procure/ensure that their employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Share Escrow Agent is required to disclose Confidential Information, they shall ensure that the other Parties are duly informed of such disclosure in advance, prior to such disclosure so as to enable the Company and/or the Selling Shareholder, as the case may be, to obtain appropriate injunctive or other relief to prevent such disclosure or minimize the disclosed information only to the extent required by Applicable Law, and the Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholder, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.
- (iii) Confidential Information shall be deemed to exclude any information:
 - a. which is already in the possession of the receiving party on a non-confidential basis;
 - b. which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties; or
 - c. which subsequently becomes publicly known other than through the breach of this Agreement by any of the Parties hereunder.

10.12. **Specific Performance**

The Parties agree that each Party shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation, or enforce the performance of the covenants, representations, warranties, and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including a right for damages.

10.13. **Specimen Signature**

All instructions issued by the Company, the Selling Shareholder and the Share Escrow Agent shall be valid instructions if signed by one representative of each of the Company, Selling Shareholder and the Share Escrow Agent, as the case may be, the name and specimen signatures of whom are annexed hereto as **Schedule I** or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to each of the other Parties.

10.14. **Execution**

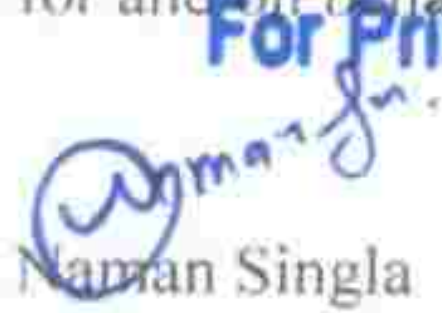
This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts, shall constitute one and the same instrument.

This Agreement may be executed by delivery of a PDF copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the Parties delivers signature page in PDF, such Party shall deliver an executed signature page, in original, within seven Working Days of delivering such PDF copy at any time thereafter upon request; provided, however, that the failure to deliver any such executed signature page shall not affect the validity of the signature page delivered in PDF format or that of the execution of this Agreement.

This signature page forms an integral part of the Share Escrow Agreement entered into between the Company, the Selling Shareholder and the Share Escrow Agent.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first written above.

Signed for and on behalf of Prime Cable Industries Limited



For Prime Cable Industries Limited

Name: Naman Singla

Designation: Whole Time Director **Whole Time Director**

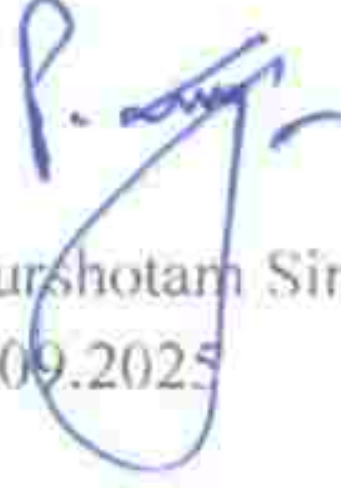
DIN: 07101556

Date: 08.09.2025

This signature page forms an integral part of the Share Escrow Agreement entered into between the Company, the Selling Shareholder and the Share Escrow Agent

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first written above.

Signed by the Selling Shareholder



Name: Purshotam Singla

Date: 08.09.2025

This signature page forms an integral part of the Share Escrow Agreement entered into between the Company, the Selling Shareholder and the Share Escrow Agent

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first written above.

Signed for and on behalf of Skyline Financial Services Private Limited



Name: Virender Kumar Rana

Designation: Director

Date: 08.09.2025

SCHEDULE A

DETAILS OF THE SELLING SHAREHOLDER

Name of the Selling Shareholder	Address	Aggregate amount of Offer for Sale	Date of consent letter
Purshotam Singla	House No. 39, Road No. 5, East Punjabi Bagh, West Delhi, Delhi- 110026, India	Up to such Equity Shares of face value of ₹ 5 each aggregating up to ₹ 499.32 Lakhs	May 17, 2025

SCHEDULE B

DETAILS OF THE DEMAT ACCOUNT OF THE SELLING SHAREHOLDER

Name of the Selling Shareholder	DP ID	CLIENT ID
Purshotam Singla	IN301330	40528207

SCHEDULE C
(ON THE LETTERHEAD OF THE SHARE ESCROW AGENT)

Date: [•]

To
The Company,

The Selling Shareholder

Sub: Notice of opening of the Escrow Demat Account pursuant to Clause 2.3 of the share escrow agreement dated [•], 2025 (the “Share Escrow Agreement”)

Pursuant to Clause 2.3 of the Share Escrow Agreement, we write to inform you that an Escrow Demat Account has been opened in accordance with the provisions of the Share Escrow Agreement, the details of which are as follows:

Name of the Depository: [•]

Depository Participant: [•]

Address of Depository Participant: [•]

DP ID: [•]

Client ID: [•]

Account Name: [•]

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf [•] (Share Escrow Agent)

Authorized Signatory
(name)

Copy to the Book Running Lead Manager

SCHEDULE D

[On the letterhead of the Share Escrow Agent]

Date: [•]

To,

The Company, the Selling Shareholder and the BRLM

Dear Sir/Ma'am

Sub: Credit of Offered Shares from the Selling Shareholder Demat Accounts to the Escrow Demat Account for the initial public offering of Prime Cable Industries Limited

Pursuant to Clause 3.1 of the Share Escrow Agreement dated [•] (the "Share Escrow Agreement"), this is to confirm that the following Offered Shares from the Selling Shareholder's Demat Account have been credited to the Escrow Demat Account:

The details of the Equity Shares credited to the Escrow Demat Account are as set out below:

Sr. No.	Name of Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	[•]	[•]	[•]
Total			[•]

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours Sincerely,

For and on behalf of Skyline Financial Services Private Limited

Authorized Signatory,

Encl: Escrow Demat Account Statement

SCHEDULE E

[On the letter head of the Company]

Date: [●]

To

Share Escrow Agent, Registrar to the Company and the Selling Shareholder

Sub: Allotment of Equity Shares in the initial public offering of the equity shares of Prime Cable Industries Limited

Dear Sir/ Ma'am,

In accordance with the Clause 5.1 (ii) of the Share Escrow Agreement dated [●] (the "**Share Escrow Agreement**"), the Corporate Action Requisition has been issued. A copy of the Corporate Action Requisition, along with a copy of the resolution of the [Board of Directors/IPO Committee] approving the Allotment is enclosed herewith.

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of Prime Cable Industries Limited

Authorised Signatory

Name: [●]

Designation: [●]

SCHEDULE F

[ON THE LETTERHEAD OF THE COMPANY]

Date: [●]

To,

The Share Escrow Agent

The Depositories

Re: Allotment of the Equity Shares in the initial public offering of Prime Cable Industries Limited (the “Company”)

Dear Sir,

In accordance with clause 5 of the Share Escrow Agreement dated [●] (the “**Share Escrow Agreement**”), we hereby instruct you to transfer on _____, the Equity Shares of the Company, aggregating to [●], deposited in the Escrow Demat Account to the successful Allottees in the initial public offering of the Company in accordance with the resolution of Allotment of the [Board of Directors/ IPO Committee] dated [●] and the Basis of Allotment as approved by the Designated Stock Exchange on [●].

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

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Prospectus.

Yours sincerely,

For and on behalf of **PRIME CABLE INDUSTRIES LIMITED**

Authorised Signatory

Name: [●]

Designation: [●]

Copy to:

The Book Running Lead Manager

The Selling Shareholder

SCHEDULE G

[On the letterhead of the Company]

Date: [•]

To,

The Share Escrow Agent and the Registrar to the Company

Copy to: Selling Shareholder and the BREM

Dear Sir/Ma'am,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated [•] (the "Share Escrow Agreement")

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred, as follows: [•] *[Note: Please provide details of the event of failure]*

The Event of Failure has occurred [before/after] the transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Account in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

Sr. No.	Name of Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	[•]	[•]	[•]
Total			[•]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement or the Prospectus.

Kindly acknowledge receipt of this letter.

Yours sincerely,

For and on behalf of Prime Cable Industries Limited

Authorised Signatory

Name: [•]

Designation: [•]

Copy to: The Book Running Lead Manager

SCHEDULE H

[On the letter head of the relevant Selling Shareholder]

Date: [•]

To,

The Share Escrow Agent

Dear Sir/Ma'am,

Sub: Share Escrow Failure Notice pursuant to Clause 5.4 of the share escrow agreement dated [•] (the "Share Escrow Agreement")

Pursuant to clause 5.4 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred in the nature of [•].

The Event of Failure has occurred [before/after] the Transfer of the Final Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholder Demat Accounts in accordance with Clause 5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of the Share Escrow Agreement.

Sr. No.	Name of Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
1.	Purshotam Singla	[•]	[•]
Total			[•]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement or the Prospectus.

Kindly acknowledge the receipt of this letter.

Yours sincerely,

For and on behalf of the Selling Shareholder

Yours sincerely,


Purshotam Singla

Authorized Signatory


Copy to: The Book Running Lead Manager and the Company

SCHEDULE I

LIST OF AUTHORISED SIGNATORIES FOR THE COMPANY

PARTIES	SPECIMEN SIGNATURE
For PRIME CABLE INDUSTRIES LIMITED	
Name: Naman Singla	For Prime Cable Industries Limited
Designation: Whole Time Director	 Whole Time Director

AUTHORISED SIGNATORY FOR THE SELLING SHAREHOLDER

For Selling Shareholder	Specimen Signature
Purshotam Singla	

LIST OF AUTHORISED SIGNATORIES FOR THE SHARE ESCROW AGENT

For Skyline Financial Services Private Limited (any one of the following)	SPECIMEN SIGNATURE
Name: Virender Kumar Rana	
Designation: Director	

SCHEDULE J

Date: [•]

To:

Indorient Financial Services Limited,
8-805, Rustomjee Central Park,
Andheri Kurla Road, Chakala,
Mumbai – 400 093,
Maharashtra, India.
("BRLM")

LETTER OF INDEMNITY

Re: Letter of indemnity to the BRLM (the "Letter of Indemnity") by Skyline Financial Services Private Limited (the "Share Escrow Agent") pursuant to the share escrow agreement entered into among Prime Cables Industries Limited (the "Company"), the Selling Shareholder and the Share Escrow Agent dated [•] (the "Agreement")

Dear Sir/Ma'am,

The Company and the Selling Shareholder propose to undertake an initial public offering of equity shares bearing face value of ₹ 5 each of the Company (the "**Equity Shares**"), comprising an offer for sale of Equity Shares by the Selling Shareholder (the "**Offer for Sale**" or the "**Offer**", and such Equity Shares, the "**Offered Shares**") in accordance with the Companies Act, 2013, along with the rules notified thereunder, each as amended ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**SEBI ICDR Regulations**") and other applicable laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations

- I. Skyline Financial Services Private Limited has been appointed as the share escrow agent in relation to the Offer by the Company and the Selling Shareholder, in accordance with the Agreement. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all other Applicable Law, including the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (the "**SEBI**") in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the BRLM may be exposed to liabilities or losses if the Share Escrow Agent fails to comply with any of its obligations, duties and responsibilities under the Agreement and other legal requirements applicable to it in relation to the Offer.
- II. The Share Escrow Agent undertakes to the BRLM that it shall act with due diligence, care and skill while discharging its obligations under the Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to the BRLM to:
 - a. implement all written instructions, including electronic instructions, provided to it by the Company and the Selling Shareholder in accordance with the terms of the Agreement;
 - b. provide all notices and intimations to the BRLM as contemplated under the Agreement;
 - c. ensure that the Escrow Demat Account (as defined in the Agreement) will not be operated in any manner and for any purpose other than as provided in the Agreement;
 - d. ensure compliance with all Applicable Law; and
 - e. comply with the terms and conditions of the Agreement and this Letter of Indemnity.

- III. Further, pursuant to the provisions of the Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to execute and deliver a letter of indemnity to the BRLM to indemnify, at all times, the BRLM Indemnified Persons (*as defined below*) in accordance with Clause 4 of this Letter of Indemnity.
- IV. Accordingly, the Share Escrow Agent hereby, absolutely, irrevocably and unconditionally undertakes and agrees to keep, the BRLM and its Affiliates, and its directors, employees, officers, managers, advisors, associates, agents, successors, permitted assigns, representatives and any other person that, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified person (collectively, the **"BRLM Indemnified Persons"**) fully indemnified, free and harmless, at all times, from and against any and all losses, liabilities, demands, claims, causes of action, suits, damages, proceedings, actions, awards, writs, rewards, judgments, fines, claims for fees, costs, charges and expenses (including, without limitation, interest, penalties, attorney's fees and court costs, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs), of whatsoever nature made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against the BRLM Indemnified Persons, in relation to or resulting from or consequent upon or arising out of any breach or alleged breach of any representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf or arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith, willful default, deficiency or error of any provision of law, regulation or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority of the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf under the Agreement and this Letter of Indemnity. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by the BRLM Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which the BRLM Indemnified Persons is a party, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBJ and/or the Stock Exchanges and/or any other administrative, judicial, quasi-judicial, statutory, governmental or regulatory authority or a court of law.
- V. The Share Escrow Agent shall not in any case whatsoever use the Equity Shares held in the Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.
- VI. The Share Escrow Agent hereby agrees that failure of the BRLM Indemnified Person to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Person of any of its rights established herein.
- VII. The Share Escrow Agent agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity mutatis mutandis.
- VIII. This Letter of Indemnity shall be effective from the date of execution of the Agreement and shall survive the expiry or termination of the Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Agreement and shall be in addition

to any other rights that the BRLM Indemnified Person may have at common law, equity and/ or otherwise.

- IX. All capitalized terms set forth herein that are not defined herein, unless specifically defined in the Agreement, shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer. In case of any inconsistency between this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail.
- X. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM. The Share Escrow Agent shall inform the BRLM of any termination / amendment to the Agreement and provide the BRLM a copy of such termination / amendment.
- XI. The Share Escrow Agent acknowledges and agrees that the BRLM shall have all the rights specified under the provisions of the Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholder or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity. Further, the Company and the Selling Shareholder entering into the Agreement is sufficient consideration for issuing this Letter of Indemnity in favour of the BRLM.
- XII. Notwithstanding anything contained in the Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Share Escrow Agent, one by the BRLM, and one jointly by the appointed arbitrators). All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai (seat and venue). The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
- XIII. In case of any dispute between the BRLM and the Share Escrow Agent in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over all matters arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996.
- XIV. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- XV. This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered in PDF format.
- XVI. All notices and communications issued under this Letter of Indemnity or the Agreement shall be in writing and delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted

by e-mail, with acknowledgement of receipt requested, and properly addressed as each party specified below or sent to such other addresses or e-mail addresses as each party below may notify in writing to the other, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email) to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Agreement, if delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as each party specified below, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email) to the other.

In case of the BRLM

Indorient Financial Services Limited,
B-805, Executive Spaces,
Rustomjee Central Park, Andheri Kurla Road,
Chakala, Mumbai – 400 093, Maharashtra, India.
Tel: +91 98199 34811
Email: compliance-ifsb@indorient.in
Attention: Ivor Misquith

In case of the Share Escrow Agent:

Skyline Financial Services Private Limited
D-153A, First Floor Okhla Industrial Area,
Phase-I, New Delhi-110020
Tel. No.: +91 11 64732681-88
Email: info@skylinert.com
Website: www.skylinert.com
Attention: Mr. Virender Kumar Rana
Designation: Director

Signature page to the Letter of Indemnity executed by the Share Escrow Agent in favor of the BRLM in relation to the initial public offering of Equity Shares of Prime Cables Industries Limited

Yours sincerely,

For and on behalf of Skyline Financial Services Private Limited

Name: [•]

Designation: [•]

SCHEDULE K

[On the letterhead of the Share Escrow Agent]

Date: [•]

To:

The Company

The Selling Shareholder

The Book Running Lead Manager

Sub: Debit of Final Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the Selling Shareholder's Demat Account

Dear all,

Pursuant to the Share Escrow Agreement dated [•] (the "Share Escrow Agreement"), this is to confirm that all Final Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Final Sold Shares in relation to the Offer for Sale. [Further, the Unsold Shares remaining to the credit of the Escrow Demat have been released and credited back to the relevant Selling Shareholder's Demat Account.] [*To be retained as applicable*]

Further, please see attached hereto as **Annexure A**, the copy of the demat statement reflecting the debit of such Final Sold Shares [and Unsold Shares] [*To be retained as applicable*] from the Escrow Demat Account.

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Share Escrow Agreement or the Offer Documents.

Yours sincerely,

For and on behalf of **Skyline Financial Services Private Limited**

Authorized Signatory

[•]

Enclosed: As above.

ANNEXURE A

Copy of the demat statement reflecting the debit of such Final Sold Shares [and Unsold Shares] from the Escrow Demat Account

[•]