



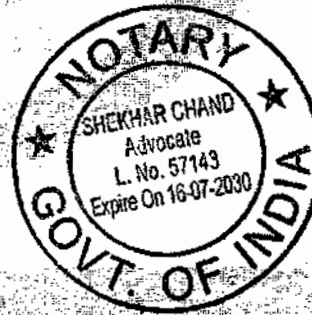
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL18358110778841Y
 Certificate Issued Date : 25-May-2026 04:40 PM
 Account Reference : IMPACC (IV)/ dl771203/ DELHI/ DL-NED
 Unique Doc. Reference : SUBIN-DL77120349010683602951Y
 Purchased by : SUSAN ELECTRICALS INDIA LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : AXIS BANK LIMITED SEREN CAPITAL PRIVATE LIMITED MUDRA RTA VENTURES LIMITED
 Second Party : SUSAN ELECTRICALS INDIA LIMITED
 Stamp Duty Paid By : SUSAN ELECTRICALS INDIA LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

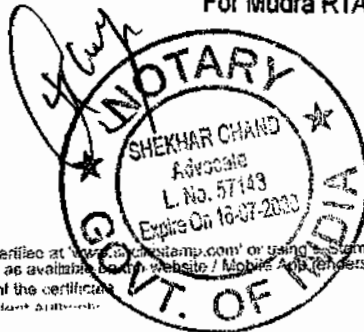
This Stamp Paper shall form part and parcel of the Cash Escrow And Sponsor Bank Agreement dated May 26, 2026 executed amongst Susan Electricals India Limited ("the Company"), Vishal Jain (Promoter Selling Shareholder), Seren Capital Private Limited ("Book Running Lead Manager"), Mudra RTA Ventures Private Limited (as the Registrar to the Offer) and Axis Bank Limited (As The Banker To The Offer And The Sponsor Bank And The Refund Bank)

For Susan Electricals India Limited

For Mudra RTA Ventures Private Limited



[Signature]
 Director

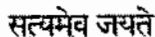


[Signature]
 Director/Auth. Signatory



Signatory Alert:

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

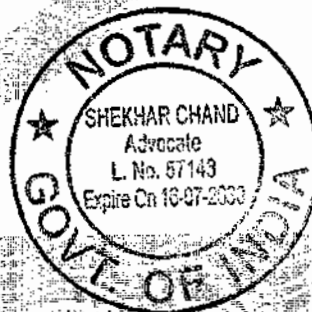
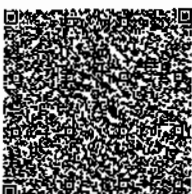


Government of National Capital Territory of Delhi

750

e-Stamp

Certificate No.	: IN-DL18358510540688Y
Certificate Issued Date	: 25-May-2026 04:41 PM
Account Reference	: IMPACC (IV)/ dl771203/ DELHI/ DL-NED
Unique Doc. Reference	: SUBIN-DL77120349006957907332Y
Purchased by	: SUSAN ELECTRICALS INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AXIS BANK LIMITED SEREN CAPITAL PRIVATE LIMITED MUDRA RTA VENTURES LIMITED
Second Party	: SUSAN ELECTRICALS INDIA LIMITED
Stamp Duty Paid By	: SUSAN ELECTRICALS INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

This Stamp Paper shall form part and parcel of the Cash Escrow And Sponsor Bank Agreement dated May 26, 2026 executed amongst Susan Electricals India Limited ("the Company"), Vishal Jain (Promoter Selling Shareholder), Seren Capital Private Limited ("Book Running Lead Manager"), Mudra RTA Ventures Private Limited (as the Registrar to the Offer) and Axis Bank Limited (As The Banker To The Offer And The Sponsor Bank And The Refund Bank)

For Susan Electricals India Limited

For Mudra RTA Ventures Private Limited

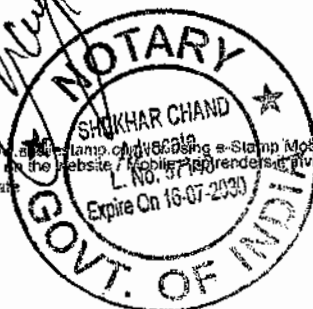
Director

Director/Auth. Signatory

Study Alert

Authenticity of this Stamp Certificate should be verified at www.bsestamp.com by using a Stamp Mobile App or Stock Holding Discrepancy in the details on this Certificate and as available on the website. Mobile App renders it invalid.

...of attending the seminar is on the lower of the certificate



CASH ESCROW AND SPONSOR BANK AGREEMENT

DATED – MAY 26, 2026

AMONG

SUSAN ELECTRICALS INDIA LIMITED
(AS THE COMPANY)

AND

VISHAL JAIN
(PROMOTER SELLING SHAREHOLDER)

AND

SEREN CAPITAL PRIVATE LIMITED
(AS THE BOOK RUNNING LEAD MANAGER)

AND

MUDRA RTA VENTURES PRIVATE LIMITED
(AS THE REGISTRAR TO THE OFFER)

AND

AXIS BANK LIMITED
(AS THE BANKER TO THE OFFER AND THE SPONSOR BANK AND THE REFUND BANK)

For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory

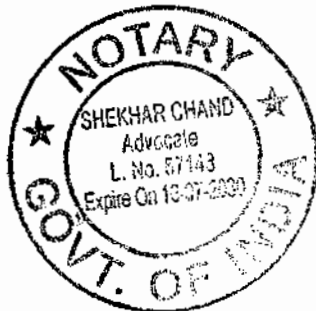


TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4
2.	ESCROW COLLECTION BANK AND ESCROW ACCOUNTS, PUBLIC ISSUE ACCOUNT BANK AND PUBLIC ISSUE ACCOUNT AND REFUND BANK AND REFUND ACCOUNT AND SPONSOR BANK	13
3.	OPERATION OF THE ESCROW ACCOUNTS, THE PUBLIC ISSUE ACCOUNT AND THE REFUND ACCOUNT	14
4.	DUTIES AND RESPONSIBILITIES OF THE REGISTRAR TO THE OFFER.....	22
5.	DUTIES AND RESPONSIBILITIES OF THE BRLM.....	26
6.	DUTIES AND RESPONSIBILITIES OF THE ESCROW COLLECTION BANK, THE PUBLIC ISSUE ACCOUNT BANK, THE REFUND BANK AND THE SPONSOR BANK	27
7.	DUTIES AND RESPONSIBILITIES OF THE COMPANY	32
8.	TIME IS OF THE ESSENCE	33
9.	REPRESENTATIONS AND WARRANTIES AND COVENANTS.....	33
10.	INDEMNITY.....	34
11.	TERM AND TERMINATION	36
12.	CONFIDENTIALITY	40
13.	NOTICES	40
14.	GOVERNING LAW	41
15.	DISPUTE RESOLUTION.....	41
16.	SEVERABILITY	42
17.	ASSIGNMENT.....	42
18.	AMENDMENT	42
19.	COUNTERPARTS	43
20.	MISCELLANEOUS	43
21.	SPECIMEN SIGNATURES.....	44
	SCHEDULE I	Error! Bookmark not defined.
	ANNEXURE A	i
	ANNEXURE B	ii
	ANNEXURE C	iii
	ANNEXURE D	iv
	ANNEXURE E	v
	ANNEXURE F	vi
	ANNEXURE G	vii
	ANNEXURE H	ix
	ANNEXURE I	x
	ANNEXURE J	xi
	ANNEXURE K	Error! Bookmark not defined.
	ANNEXURE L	xii
	ANNEXURE M	xiii
	ANNEXURE N	xvii

For Susan Electricals India Limited



Director



For Mudra RTA Ventures Private Limited



Director/Auth. Signatory



CASH ESCROW AND SPONSOR BANK AGREEMENT

This CASH ESCROW AND SPONSOR BANK AGREEMENT (the "Agreement") is entered into on this May 26, 2026 at New Delhi, India by and among:

1. **SUSAN ELECTRICALS INDIA LIMITED**, a company incorporated under the laws of India, with its registered office situated at 1703, Nimal Tower, 26, Barakhamba Road, Connaught Plaza, New Delhi, India, 110001. (the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. **MR. VISHAL JAIN**, an Indian resident, residing at D-55/A, Chander Nagar, Ghaziabad, Uttar Pradesh - 201011 (hereinafter referred to as "Promoter Selling Shareholder", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
3. **SEREN CAPITAL PRIVATE LIMITED**, a company incorporated under Companies Act, 2013 and having SEBI registration number INM000013156 and having its registered Office at 601 to 605, Raylon Arcade, Kondivita, J.B. Nagar, Mumbai, Mumbai, Maharashtra, India, 400059 (hereinafter referred to as ("Seren" or "Manager" or "Book Running Lead Manager" or "BRLM", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).
4. **MUDRA RTA VENTURES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 and having its Registered Office at B-117, 3rd Floor, DDA Shed, Okhla Industrial Area Phase-I, New Delhi -110020, ("Registrar to the Offer" or "Registrar");
5. **AXIS BANK LIMITED**, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of section 5(c) of the Banking Regulation Act, 1949 and having its registered office situated at "Trishul" 3rd Floor, Opp. Samarheshwar Temple, Law Garden Ellisbridge, Ahmedabad - 380006 ("AXIS Bank/Banker to the offer/Public Issue Bank/Refund Banker/Account Bank/Sponsor Bank")

In this Agreement,

- (i) **VISHAL JAIN** is referred to as the "Promoter Selling Shareholder";
- (ii) **SEREN CAPITAL PRIVATE LIMITED** is referred to as the "Seren" or "Manager" or "Book Running Lead Manager" or "BRLM";
- (iii) **Axis Bank Limited** is referred to as the "Escrow Collection Bank";
- (iv) **Axis Bank Limited** is referred to as the "Refund Bank" / "Public Issue Bank" / "Escrow Collection Bank" as may be applicable;
- (v) The Refund Bank, Public Issue Bank and Escrow Collection Bank are collectively referred to as "Banker to the offer";
- (vi) **Axis Bank Limited** is referred to as "Sponsor Bank"
- (vii) **MUDRA RTA VENTURES PRIVATE LIMITED** is referred to as the "Registrar to the offer" or "Registrar"; and
- (viii) the Company, Promoter Selling Shareholders, the BRLM, the Escrow Collection Bank, the Public issue Bank, the Refund Bank, Sponsor Bank and the Registrar to the offer are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

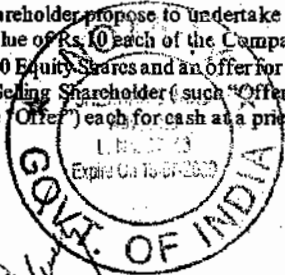
- (A) The Company and Promoter Selling Shareholder propose to undertake an initial public offering of Upto 55,42,000 equity shares of face value of Rs. 10 each of the Company (the "Equity Shares"), comprising a fresh offer of upto 47,42,000 Equity Shares and an offer for sale of Equity shares of upto 8,00,000 Equity shares by the Promoter Selling Shareholder (such "Offer for Sale" and together with the Fresh offer, herein referred to as the "Offer") each for cash at a price of Rs. [] per equity share

For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



including a share premium of Rs. [] per equity share, aggregating to Rs. [] (Hereinafter referred to as "the said offer") in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "ICDR Regulations") and other Applicable Law, at such price as may be determined through the book building process under the ICDR Regulations and agreed to by The Company, in consultation with the BRLM (the "offer Price"). The Offer may also include allocation of Equity Shares to certain Anchor Investors, as determined by the Company and Promoter Selling Shareholders, in consultation with the BRLM, on a discretionary basis, in accordance with the ICDR Regulations. The offer will be made: within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations,

- (B) The board of directors of the Company ("Board of Directors") pursuant to a resolution dated May 25, 2026 in accordance with Section 62(1)(c) of the Companies Act have approved and authorized the Offer.
- (C) Each of the Promoter Selling Shareholders has consented to participate in the Offer for Sale pursuant to their respective consent letters as detailed below. The Board has taken on record the approval for the Offer for Sale by the Promoter Selling Shareholders pursuant to their authorization letter dated May 25, 2026.

S. No.	Name of the Selling Shareholder	Aggregate number of Equity Shares being offered in the Offer for Sale	Date of board resolution corporate authorisation	Date of consent letter
1.	Vishal Jain	8,00,000	May 25, 2026.	May 25, 2026.

- (D) Pursuant to an agreement December 16, 2025, The Company have appointed **MUDRA RTA VENTURES PRIVATE LIMITED** as the Registrar to the Offer.
- (E) The Company have appointed **SEREN CAPITAL PRIVATE LIMITED** as the BRLM to manage the offer as the book running lead manager, and the BRLM have accepted the engagement in terms of the mandate letter dated September 22, 2025 (the "Mandate Letter"), subject to the terms and conditions set forth therein. The BRLM, The Company have executed an offer agreement dated January 13, 2026 in connection with the offer (the "Offer Agreement")
- (F) The Company and the Promoter Selling Shareholder have entered into the share escrow agreement dated May 26, 2026 (the "Share Escrow Agreement"), pursuant to which the Mudra RTA Ventures Private Limited has been appointed as the share escrow agent ("Share Escrow Agent") with respect to the escrow arrangements for the Offered Shares.
- (G) The Company has filed the Draft Red Herring Prospectus dated February 28, 2026, with the Stock Exchange for review and comments in connection with the offer. After incorporating the comments and observations of the Stock Exchange, the Company proposes to file the Red Herring Prospectus with the Registrar of Companies, Delhi (the "RoC" or "Registrar of Companies"), and the Stock Exchange.
- (H) All Bidders (other than Anchor Investors) are required to submit their Bids only through the ASBA mechanism. Anchor Investors are not permitted to Bid through the ASBA mechanism in the offer. UPI Bidders are required to authorize the Sponsor Banks to send UPI Mandate Requests to block their Bid Amounts through the UPI Mechanism. The Bid Amounts from Anchor Investors are proposed to be deposited with the Escrow Collection Bank and held and distributed in accordance with the terms of this Agreement. Anchor Investors are not permitted to Bid through the ASBA mechanism in the Offer. Accordingly, The Company and the Promoter Selling Shareholders, in consultation with the BRLM, propose to appoint the Banker to the Offer on the terms and conditions set out in this Agreement to deal with the various matters relating to collection, appropriation and refund of monies in relation to the offer, including (i) the collection of Bid Amounts from Anchor Investors, (ii) the transfer of funds from the Escrow Accounts to the Public Issue Account, (iii) the refund of monies to unsuccessful Anchor Investors from the Escrow Accounts, (iv) the retention of monies in the Public Issue Account received from all successful Bidders (including ASBA Bidders) in accordance with Applicable Law,

For Susan Electicals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



(v) the appointment of the Sponsor Bank to act as conduit between the Stock Exchange and NPCI in order to push the mandate collect request and or payment instructions for Bids by Retail Individual Bidders using the UPI Mechanism; (vi) the transfer of funds from the Public Issue Account and (vii) the refund of monies to all Bidders, in the event that such refunds are to be made after the transfer of monies to the Public Issue Account and certain other matters as described in the Red Herring Prospectus, the Prospectus, with Applicable Law.

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

1. DEFINITIONS AND INTERPRETATION

1. All capitalized terms used in this Agreement, including the recitals, shall, unless specifically defined herein, have the meanings assigned to them in the Red Herring Prospectus, the Prospectus, the offer Document, as the context requires. In the event of any inconsistencies or discrepancies between the definitions contained in this Agreement and in the Red Herring Prospectus and the Prospectus, the definitions in the Red Herring Prospectus and the Prospectus, as applicable, shall prevail, to the extent of any such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

"Affiliate" with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a "significant influence" or which has "significant influence" over such Party, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 10% 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 forth in Sections 2(46) and 2(87) of the Companies Act, respectively. In addition, the Promoters and the members of the Promoter Group shall be deemed to be Affiliates of the Company. The terms **"Promoters"** and **"Promoter Group"** shall have the meanings given to the respective terms in the Offer Documents.

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

Allot or **"Allotment"** or **"Allotted"** means, unless the context otherwise requires, allotment (in case of the Fresh offer) or transfer (in case of the Offered Shares pursuant to the Offer for Sale), of Equity Shares offered pursuant to the Offer to the successful Bidders.

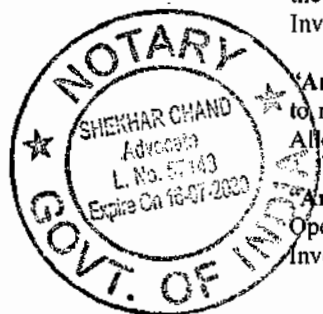
"Allottee" shall mean a successful Bidder to whom the Equity Shares are Allotted;

"Anchor Investor" shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least Rs.20 million;

"Anchor Investor Allocation Price" shall mean the price at which Equity Shares will be allocated to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which will be decided by the Company and Promoter Selling Shareholders, in consultation with the BRLM during the Anchor Investor Bid/ offer Period;

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

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



For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Authorized Signatory



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

"Anchor Investor Pay-in Date" shall mean, the Anchor Investor Bid/Offer Period, and in the event that the Anchor Investor Allocation Price is lower than the Anchor Investor Offer Price, no later than two Working Days after the Bid/Offer Closing Date;

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

"Applicable Law" shall mean any applicable law, statute, by-law, rule, regulation, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), uniform listing agreements of the Stock Exchange, guidance, order or decree of any court, tribunal or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including any applicable securities law in any relevant jurisdiction, the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act, 2013, the ICDR Regulations, the Listing Regulations, the FEMA and the respective rules and regulations thereunder, and any guidelines, instructions, rules, notifications, communications, orders, circulars, notices and regulations issued by any Governmental Authority (and agreements among Governmental Authorities having force of law, and rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the offer);

"Applicable Tax" shall have the meaning given to such term in Clause 3.2.3.9(i);

"Application Supported by Blocked Amount" or **"ASBA"** means an application, whether physical or electronic, used by ASBA Bidders, other than Anchor Investors, to make a Bid and authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB and will include amounts blocked by UPI Bidders;

"Arbitration Act" shall have the meaning given to such term in Clause 15.1;

"ASBA Account" means an application, whether physical or electronic, used by ASBA Bidders, other than Anchor Investors, to make a Bid and authorising an SCSB to block the Bid Amount in the specified bank account maintained with such SCSB and will include amounts blocked by UPI Bidders.

"ASBA Bidders" shall mean all Bidders except Anchor Investors;

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

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

"Banker to the Offer" shall have the meaning ascribed to such term in the Preamble;

"Banking Hours" shall mean the working hours of the Banker to the offer at Mumbai, India;

"Basis of Allotment" shall mean the basis on which Equity Shares will be Allotted to successful Bidders under the Offer;

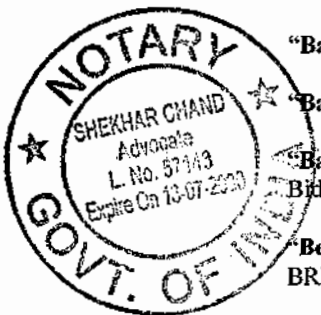
"Beneficiaries" shall, in the first instance, mean the Anchor Investors, Bidding through the respective BRLM to whom the Bids were submitted and whose Bids have been registered and Bid Amounts have

For Susan Electricals India Limited

For Mudra RTA Ventures Private Limited

Director

Director/Auth. Signatory



been paid into the Escrow Accounts and any Underwriters who have deposited amounts in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement, and in the second instance, the Company, in accordance with the provisions of Clause 3.2 of this Agreement and in case of refunds in the offer, if refunds are made prior to the transfer of monies into the Public Issue Account, the Beneficiaries shall mean the Anchor Investors or the Underwriter, as the case may be, and if the refunds are made after the transfer of monies to the Public Issue Account, the Beneficiaries shall mean all Bidders who are eligible to receive refunds in the Offer;

"Bid" shall mean an indication to make an Offer during the Bid/Offer Period by an ASBA Bidder pursuant to submission of the ASBA Form, or during the Anchor Investor Bid/ offer Period by an Anchor Investor, pursuant to submission of the Anchor Investor Application Form, to subscribe to or purchase the Equity Shares at a price within the Price Band, including all revisions and modifications thereto as permitted under the ICDR Regulations and in terms of the Red Herring Prospectus and the Bid cum Application Form. The term **"Bidding"** shall be construed accordingly;

"Bid Amount" shall mean highest value of optional Bids indicated in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the ASBA Bidders, as the case may be, upon submission of the Bid.

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

"Bid/Offer Closing Date" shall mean except in relation to any Bids received from the Anchor Investors, the date after which the Designated Intermediaries will not accept any Bids. The Company and Promoter Selling Shareholders, in consultation with the BRLM, may consider closing the Bid/Offer Period for QIBs one Working Day prior to the Bid/ offer Closing Date in accordance with the ICDR Regulations;

"Bid/Offer Opening Date" shall mean, except in relation to any Bids received from the Anchor Investors, the date on which the Designated Intermediaries shall start accepting Bids;

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

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

"Board of Directors" shall have the meaning given to such term in Recital (B);

"Book Building Process" shall mean the book building process, as provided in Schedule XIII of the ICDR Regulations, in terms of which the offer is being made;

"Book Running Lead Manager" or **"BRLM"** shall have the meaning given to such term in the Preamble;

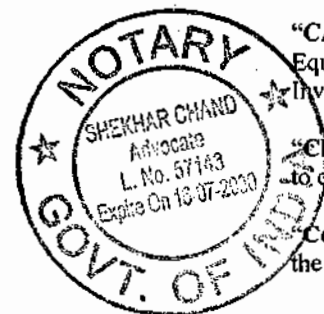
"BSE or BSE SME" shall mean SME Platform of BSE Limited;

"BTI Regulations" shall mean the Securities and Exchange Board of India (Bankers to an Issue) Regulations, 1994;

"CAN" or **"Confirmation of Allocation Note"** shall mean a notice or intimation of allocation of the Equity Shares sent to Anchor Investors, who have been allocated Equity Shares, after the Anchor Investor Bid/Offer Period;

"Client ID" shall mean Client identification number maintained with one of the Depositories in relation to demat account;

"Collecting Depository Participant" or **"CDP"** shall mean a depository participant as defined under the Depositories Act, 1996 registered with SEBI and who is eligible to procure Bids at the Designated



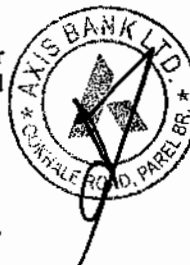
For Susan Electricals India Limited

Director

6

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



CDP Locations in terms of circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by SEBI as per the list available on the respective website of the Stock Exchange, as updated from time to time;

"Companies Act" or **"Companies Act, 2013"** shall mean the Companies Act, 2013 along with the relevant rules and clarifications issued thereunder;

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

"Company Entities" shall mean, collectively, the Company and the Subsidiary;

"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;

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

"Designated Intermediaries" or **"Designated Intermediary"** in relation to ASBA Forms submitted by Individual Investors who applies for minimum Application size by authorizing an SCSB to block the Bid Amount in the ASBA Account, Designated Intermediaries shall mean SCSBs. In relation to ASBA Forms submitted by RIBs where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by such RIB using the UPI Mechanism, Designated Intermediaries shall mean Syndicate, sub-syndicate/agents, Registered Brokers, CDPs, SCSBs and RTAs. In relation to ASBA Forms submitted by QIBs and Non-Institutional Bidders, Designated Intermediaries shall mean Syndicate, Sub-Syndicate/agents, SCSBs, Registered Brokers, the CDPs and RTAs;

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

"Designated Stock Exchange" shall mean SME Platform of BSE Limited (BSE SME) for the purposes of the offer;

"Dispute" shall have the meaning given to such term in Clause 15.1;

"Disputing Parties" shall have the meaning given to such term in Clause 15.1;

"DP ID" shall mean the depository participant identification number;

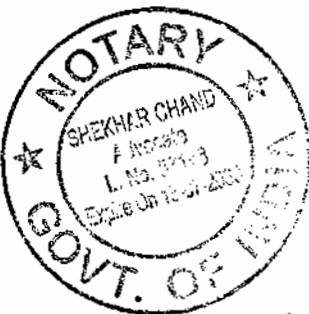
"Draft Red Herring Prospectus" shall mean the Draft Red Herring Prospectus dated February 28, 2026 issued in accordance with the ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the offer;

"Drop Dead Date" shall mean six (6) Working Days from the Bid/Offer Closing Date or as may be agreed by the Company and Promoter Selling Shareholder, and the BRLM;

"Eligible NRI(s)" shall mean NRI(s) from jurisdictions outside India where it is not unlawful to make an offer or invitation under the offer and in relation to whom the ASBA Form and the Red Herring Prospectus will constitute an invitation to subscribe to or to purchase the Equity Shares;

"Encumbrances" shall have the meaning given to such term in Clause 9.1.1;

"Enforceable Order" shall mean an order, judgment or decree ordering the release of the amount;



For Susan H. Joshi India Limited

For Mudra RTA Ventures Private Limited



Director

7

Director/Auth. Signatory



held in the Escrow Accounts or any portion thereof, to the effect that such order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been made or an appeal, if made, has been rejected or denied;

"Engagement Letter" shall have the meaning given to such term in Recital (E);

"Equity Shares" shall have the meaning given to such term in Recital (A);

"Escrow Accounts" shall have the meaning given to such term in Clause 2.2(a);

"Escrow Collection Bank" shall have the meaning given to such term in the Preamble;

"Estimated Offer Expenses" shall have the meaning given to such term in Clause 3.2.3.9(i);

"FEMA" shall mean the Foreign Exchange Management Act, 1999;

"Fresh offer" shall have the meaning given to such term in Recital (A);

"Governmental Authority" shall include the SEBI, the Stock Exchange, the Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, supervisory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

"ICDR Regulations" shall have the meaning given to such term in Recital (A);

"IFSC" shall mean the Indian Financial System Code;

"Indemnified Persons" shall mean the BRLMs and the Registrar to the Offer;

"Individual Investor or Individual investors applying for minimum application size" Individual investors who applies for minimum application size i.e. two lots in the Net offer (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

"January 21 Circular" shall mean the circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 issued by the SEBI

"Listing Approval Failure" shall have the meaning given to such term in Clause 3.2.1.2;

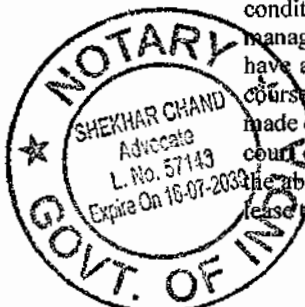
"Listing Regulations" shall mean the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;

"March 16 Circular" shall mean the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021;

"March 31 Refund Circular" shall mean the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021;

"Masters" shall have the meaning given to such term in Clause 3.2.4.3;

"Material Adverse Change" shall mean, individually or in the aggregate, a material adverse change, probable or otherwise, as determined by the BRLM in their sole discretion, (i) in the reputation, condition (financial, legal or otherwise), assets, liabilities, revenues, profits, cash flows, business, management, operations or prospects of the Company Entities, taken together as a whole, which would have an adverse impact upon the offer, and whether or not arising from transactions in the ordinary course of business, including any loss or interference with its business from a pandemic (whether man-made or natural), fire, explosions, flood or other calamity, whether or not covered by insurance, or from court or governmental action, order or decree and any change pursuant to any restructuring, or (ii) in the ability of the Company Entities, taken together as a whole, to conduct their business or to own or lease their assets or properties in substantially the same manner in which such business was previously



For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



conducted or such assets or properties were previously owned or leased as described in the offer Documents (exclusive of all amendments, corrections, corrigenda, supplements or notices to investors), or (iii) in the ability of the Company to perform their respective obligations under, or to complete the transactions contemplated by, this Agreement or the Other Agreements, including the invitation, offer, allotment, sale and transfer of the Equity Shares contemplated herein or therein;

"MICR" shall mean Magnetic Ink Character Recognition;

"Minimum Subscription Amount Failure" shall have the meaning given to such term in Clause 3.2.1.2;

"Monitoring Agency Agreement" means the monitoring agency agreement to be entered into between the Company and the Monitoring Agency;

"Monitoring Agency Account" shall mean the account in which the net proceeds of the Fresh offer and offer expenses, as applicable, shall be deposited, and the Monitoring Agency shall be liable to monitor the utilization towards the objects of the offer as disclosed in the Offer Documents.

"NACH" shall mean National Automated Clearing House;

"NEFT" shall mean the National Electronic Funds Transfer;

"Non-Institutional Bidders" shall mean all Bidders that are not QIBs or Retail Individual Bidders and who have Bid for Equity Shares for an amount of more than Rs.200,000 (but not including NRIs other than Eligible NRIs);

"November 2015 Circular" shall mean the circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 issued by the SEBI;

"NPCI" shall mean the National Payments Corporation of India;

"October 2012 Circular" shall mean the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012 issued by the SEBI;

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

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

"Offer Documents" shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the Bid cum Application Form including the abridged prospectus, the Confirmation of Allocation Notes, the Allotment Advice and any amendments, supplements, notices, corrections or corrigenda to such issuing documents;

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

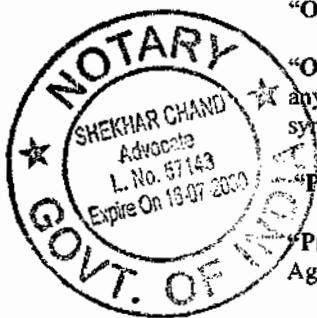
"Offer Price" shall have the meaning given to such term in Recital (A);

"Offered Shares" shall have the meaning given to such term in Recital (A);

"Other Agreements" shall mean the Offer Agreement, Engagement Letter, Underwriting Agreement, any escrow agreement, share escrow agreement, registrar agreement, monitoring agency agreement, syndicate agreement or other agreement entered into by the Company in connection with the Offer;

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

"Promoter Selling Shareholders" shall have the meaning given to such term in the Preamble of this Agreement;



For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Author. Signatory



"Promoter Selling Shareholders Statements" shall mean all the statements specifically made, confirmed or undertaken by each of the Promoter Selling Shareholders, in the Offer Documents, in writing in relation to themselves as a selling shareholder and their respective portion of the Promoter Selling Shareholders' Offered Shares;

"Prospectus" shall mean the prospectus to be filed with the RoC on or after the Pricing Date in accordance with Section 32 of the Companies Act, 2013, and the ICDR Regulations containing, *inter alia*, the Offer Price, the size of the offer and certain other information, including any addenda or corrigenda thereto;

"Public Offer Account" shall mean the bank account opened with the Public Offer Account Bank under Section 40(3) of the Companies Act, 2013 to receive monies from the Escrow Accounts and the ASBA Accounts on the Designated Date;

"Public Offer Account Bank" shall have the meaning given to such term in the Preamble;

"QIB Portion" shall mean the portion of the offer (including the Anchor Investor Portion) being not more than 50% of the offer which shall be available for allocation to QIBs (including Anchor Investors), subject to valid Bids being received at or above the offer Price or Anchor Investor Offer Price;

"QIBs" or "Qualified Institutional Buyers" shall mean qualified institutional buyers as defined under Regulation 2(1) (ss) of the ICDR Regulations;

"RBI" shall mean the Reserve Bank of India;

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

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

"Refund Bank" shall have the meaning given to such term in the Preamble;

"Regulation S" shall have the meaning given to such term in Recital (A);

"Registered Brokers" shall mean stock brokers registered under the Securities and Exchange Board of India (Stock Brokers) Regulations, 1992 with the stock exchange having nationwide terminal, other than the BRLM and eligible to procure Bids in terms of the October 2012 Circular;

"Registrar" or "Registrar to the offer" shall have the meaning given to such term in the Preamble;

"Registrar Agreement" shall mean the agreement dated December 16, 2025 entered among the Company and the Registrar to the Offer;

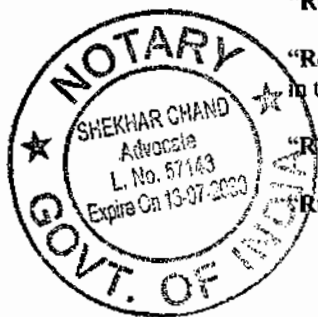
"Registrar and Share Transfer Agents" or "RTAs" shall mean registrar and share transfer agents registered with SEBI and eligible to procure Bids at the Designated RTA Locations as per the list available on the website of BSE, and the UPI Circulars;

"RoC" or "Registrar of Companies" shall have the meaning given to such term in Recital (F);

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

"RTGS" shall mean Real Time Gross Settlement;

"Rule 144A" shall have the meaning given to such term in Recital (A);



For Susar Capital India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



10

“SCSBs” or “Self-Certified Syndicate Banks” shall mean the banks registered with SEBI, which issue the facility of ASBA services, (i) in relation to ASBA, where the Bid Amount will be blocked by authorizing an SCSB, a list of which is available on the website of SEBI at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34> and updated from time to time, and at such other websites as may be prescribed by SEBI from time to time, (ii) in relation to RIBs using the UPI Mechanism, a list of which is available on the website of SEBI at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40> or such other website as may be prescribed by SEBI and updated from time to time. Applications through UPI in the offer can be made only through the SCSBs mobile applications (apps) whose name appears on the SEBI website. A list of SCSBs and mobile application, which, are live for applying in public issues using UPI Mechanism is provided as Annexure ‘A’ to the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019;

“SEBI” shall have the meaning given to such term in Recital (F);

“SEBI Regulations” shall mean the ICDR Regulations and any other applicable law, rule, regulation or direction issued by the SEBI, including, to the extent applicable, the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular No. CIR/CFD/DIL/3/2010 dated October 12, 2010, the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular No. CIR/CFD/DIL/2/2011 dated May 16, 2011, the SEBI Circular No. CIR/CFD/4/2013 dated January 23, 2013, the November 2015 Circular, the October 2012 Circular, the January 21 Circular, the SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020 and the UPI Circulars;

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

“Stock Exchange” shall mean BSE Limited (“BSE SME”);

“Sub-Syndicate Member” or “Sub-Syndicate Members” shall mean the sub-syndicate members, if any, appointed by the BRLMs and the Syndicate Member, to collect ASBA Forms and Revision Forms;

“Surplus Amount” shall mean (i) in respect of a particular Bid by an Anchor Investor, the Anchor Investor Bid Amount that is in excess of the amount arrived at by multiplying the number of Equity Shares allocated in respect of such Bid with the Anchor Investor Offer Price and shall include Bid Amounts below the offer Price in relation to which no Equity Shares are allocated; and (ii) in respect of refunds that are to be made after transfer of monies to the Public Issue Account, the Surplus Amount shall mean all Bid Amounts to be refunded after the transfer of monies to the Public Issue Account;

“Syndicate” or “members of the Syndicate” or “Syndicate Member” shall have the meaning given to such terms in the Preamble;

“UPI” shall mean the unified payments interface which is an instant payment mechanism, developed by the NPCI;

“UPI Circulars” shall mean the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, the March 16 Circular, the March 31 Refund Circular and any subsequent circulars or notifications issued by the SEBI in this regard;

“UPI ID” shall mean an ID created on the UPI for a single-window mobile payment system developed by the NPCI;

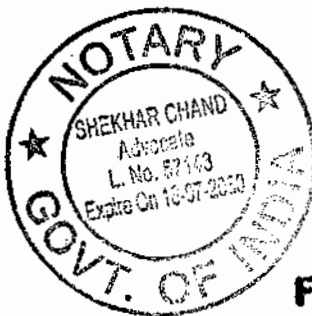
“UPI Mandate Request” shall mean a request (intimating the RIB by way of a notification on the UPI linked mobile application as disclosed by SCSBs on the website of SEBI and by way of an SMS on directing the RIB to such UPI linked mobile application) to the RIB initiated by the Sponsor Bank to authorize blocking of funds on the UPI application equivalent to the Bid Amount and subsequent debit

For Susana Global India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



of funds in case of Allotment;

"UPI Mechanism" shall mean the Bidding mechanism that may be used by RIBs, in accordance with the UPI Circulars to make an ASBA Bid in the offer;

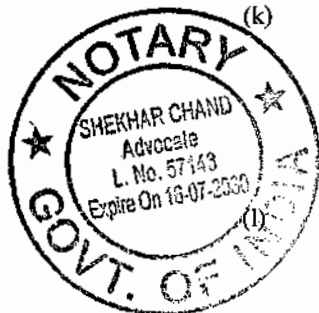
"U.S. Securities Act" shall have the meaning given to such term in Recital (A); and

"Working Day" shall mean all days on which commercial banks in Mumbai are open for business. In respect of announcement of Price Band and Bid/Offer Period, Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. In respect of the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchange, Working Day shall mean all trading days of the Stock Exchange, excluding Sundays and bank holidays in India, as per circulars issued by SEBI.

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

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (c) references to the words "include" or "including" shall be construed without limitation;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (i) references to a preamble, clause, paragraph, schedule, recital or annexure is, unless indicated to the contrary, a reference to a Preamble, Clause, Paragraph, Schedule or Annexure of this Agreement;
- (j) 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;
- (k) all references to "Escrow Collection Bank", "Public Issue Account Bank", "Refund Bank" and "Sponsor Bank" shall also include references to their respective "Correspondent Bank(s)", if such banks have been appointed by such Escrow Collection Bank, Public Issue Account Bank, Refund Bank or Sponsor Bank and all references to "Escrow Account", "Public Issue Account" and "Refund Account" shall include any accounts established by the Correspondent Bank(s) pursuant to such appointment; and

references to "Rupees", "Rs.", "INR" and "₹" are references to the lawful currency of the Republic of India.



For Susan Electronics India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Authorized Signatory

Director/Authorized Signatory

3. The Parties acknowledge and agree that the annexures and schedules attached hereto form an integral part of this Agreement.
2. **ESCROW COLLECTION BANK AND ESCROW ACCOUNTS, PUBLIC ISSUE ACCOUNT BANK AND PUBLIC ISSUE ACCOUNT AND REFUND BANK AND REFUND ACCOUNT AND SPONSOR BANK**

1. At the request of the Company, Promoter Selling Shareholder and the members of the Escrow Collection Bank, Public Issue Account Bank, Refund Bank and the Sponsor Bank, in their respective capacities, hereby agrees to act as an escrow collection bank, a public issue account bank, a refund bank and a sponsor bank, as the case may be, in relation to the offer in order to enable the completion of the offer in accordance with the process specified in the Red Herring Prospectus, the Prospectus, the Preliminary Issuing Memorandum, the Issuing Memorandum, this Agreement, the SEBI Regulations and any other Applicable Law. The Escrow Collection Bank shall be responsible for the operation and maintenance of the Escrow Accounts; the Public Issue Account Bank shall be responsible for the operation and maintenance of the Public Issue Account; the Refund Bank shall be responsible for the operation and maintenance of the Refund Account and the Sponsor Bank shall be responsible to act as a conduit between the Stock Exchange and NPCI in order to push the mandate collection request and/or payment instructions of the Retail Individual Bidders participating in the offer using the UPI Mechanism in accordance with the Red Herring Prospectus, the Prospectus, this Agreement, the SEBI Regulations, the UPI Circulars and other Applicable Law.

2. (a) Simultaneously with the execution of this Agreement, the Escrow Collection Bank shall establish one or more 'no-lien' and 'non-interest bearing' accounts with itself (the "Escrow Accounts") for the receipt of Bid Amounts from resident and non-resident Anchor Investors, including for the amounts payable, if any, by the Underwriter or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement, as and when executed. The Escrow Accounts shall be specified as follows:
- (i) In case of resident Anchor Investors and Underwriter: "SUSAN ELECTRICALS INDIA LIMITED-ANCHOR A/C -R"; and
- (ii) In case of non-resident Anchor Investors and Underwriter: "SUSAN ELECTRICALS INDIA LIMITED - ANCHOR A/C -NR"
- (b) Simultaneously with the execution of this Agreement, the Public Issue Account Bank shall establish a 'no-lien' and 'non-interest bearing' Public Issue Account with itself, which shall be a current account established by the Company to receive monies from the Escrow Accounts and the ASBA Accounts on the Designated Date. The Public Issue Account shall be designated a SUSAN ELECTRICALS INDIA LIMITED - PUBLIC ISSUE A/C".
- (c) Simultaneously with the execution of this Agreement, the Refund Bank shall establish a 'no-lien' and 'non-interest bearing' Refund Account with itself designated as "[SUSAN ELECTRICALS INDIA LIMITED - REFUND A/C]
- (d) The Company shall severally execute all respective forms or documents and provide further information as may be reasonably required by the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank for the establishment of the Escrow Accounts, the Public Issue Account and the Refund Account, respectively.
- (e) The Escrow Collection Bank, Public Issue Account Bank and the Refund Bank shall provide the Company, Promoter Selling Shareholders, the Registrar to the Offer and the BRLM, a confirmation in the form set out in Annexure A upon the opening of the Escrow Accounts, Public Issue Account and the Refund Account.

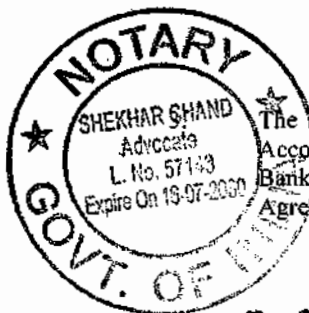
The monies lying to the credit of the Escrow Accounts, the Public Issue Account and the Refund Account shall be held by the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, as the case may be, for the benefit of and in trust for the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, as the

For Susan Electricals India Limited

For Mudra RTA Ventures Private Limited

Director

Director/Auth. Signatory



case may be, shall not have or create any lien on, or encumbrance or other right to, the amounts standing to the credit of the Escrow Accounts, the Public Issue Account and the Refund Account nor have any right to set off against such amount any other amount claimed by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank against any person. The operation of the Escrow Accounts by the Escrow Collection Bank, the Public Issue Account by the Public Issue Account Bank and the Refund Account by the Refund Bank shall be strictly in accordance with the terms of this Agreement, the instructions of the BRLM (except as set out in this Agreement) and Applicable Law. None of the Escrow Accounts, the Public Issue Account or the Refund Account shall have cheque drawing facilities and deposits into and transfers from such accounts shall be made strictly in accordance with the provisions of Clause 3 of this Agreement.

4. Each of the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank hereby agree, confirm and declare that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever in the amounts lying to the credit of the Escrow Accounts, the Public Issue Account and/or the Refund Account, respectively, and that such amounts shall be applied, held and transferred in accordance with the provisions of this Agreement, the Red Herring Prospectus, the Prospectus, Applicable Law and any instructions issued in terms thereof by the relevant Parties in accordance with this Agreement.
5. The Banker to the offer shall be entitled to appoint, provided that consent in writing is obtained for such appointment from the BRLM, and the Company and Promoter Selling Shareholders, prior to the Anchor Investor Bid/Offer Period, as its agents such banks as are registered with SEBI under the BTI Regulations, as it may deem fit and proper to act as the Correspondent Banks for the collection of Bid Amounts and/or refund of the Surplus Amount, as applicable, as well as for carrying out any of its duties and obligations under this Agreement in accordance with the terms of this Agreement provided each such Correspondent Bank provides written confirmation that it will act entirely in accordance with the terms of this Agreement, and shall provide a copy of such written confirmation to the Company. However, the Company shall be required to coordinate and correspond with the Banker to the offer only and not with the Correspondent Banks and that the Banker to the offer shall remain fully responsible for all its obligations and the obligations of such Correspondent Banks appointed hereunder. It is further agreed that registration of the Correspondent Banks, if any, with SEBI does not absolve the Banker to the offer from its obligations as a principal. The Company will not be responsible for any fees to be paid to the Correspondent Banks.
6. The Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank shall comply and shall ensure compliance by its Correspondent Bank(s), if any, with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI Regulations, the FEMA, all rules, regulations and guidelines issued thereunder and any other Applicable Law, along with any instructions of the Company, the BRLM, and the Registrar to the Offer, in connection with its responsibilities as an escrow collection bank, the public issue account bank, the refund bank or the sponsor bank, as the case may be. Further, the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank hereby agree and confirm that it shall be fully responsible and liable for any breach of the foregoing and for all acts and omissions under this Agreement, including those of the Correspondent Bank(s), if any.

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

1. Deposits into the Escrow Accounts

- 3.1.1. The Parties acknowledge that all Bidders (other than Anchor Investors) are required to mandatorily submit their Bids through the ASBA process. The Escrow Collection Bank confirms that it shall not accept any ASBA Bids or process any ASBA Form relating to any ASBA Bidder in its capacity as the Escrow Collection Bank, except in its capacity as an SCSB

The Bid Amounts (in Indian Rupees only) relating to Bids by the Anchor Investors shall be deposited by the Anchor Investors with the Escrow Collection Bank with whom the Escrow Accounts have been established in accordance with Clause 2.2(a)(i) and (ii) of this Agreement during the Anchor Investor Bid/offer Period, in the manner set forth in the Red Herring Prospectus and shall be credited upon realization to the appropriate Escrow Accounts. In addition, in the event the Anchor Investor offer Price

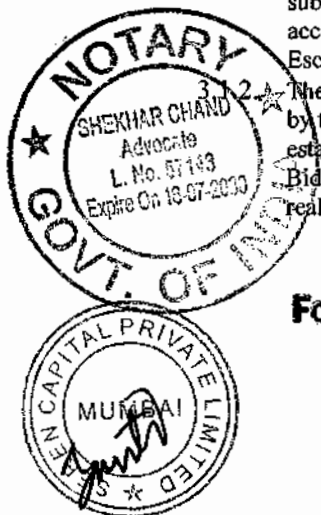
For Susan [Signature] Private Limited

For Mudra RTA Ventures Private Limited

14

Director

[Signature]
Director/Auth. Signatory



is higher than the Anchor Investor Allocation Price, then any incremental amounts shall be deposited into the relevant Escrow Accounts by the Anchor Investors on or before the Anchor Investor Pay-in Date and shall be credited upon realization to the relevant Escrow Accounts. Further, any amounts payable by the Underwriters or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement shall also be deposited into the relevant Escrow Account maintained with the Escrow Collection Bank prior to finalization of the Basis of Allotment or such other time as may be agreed among the parties to the Underwriting Agreement.

3.1.3. The transfer instructions for payment into the Escrow Accounts shall be made in favour of the Escrow Accounts specified in Clause 2.2(a).

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

3.1.5. Parties acknowledge that for every Bid entered in the Stock Exchange's bidding platform, the audit trail shall be maintained by NPCI. The liability to compensate the investor in case of failed transactions shall be with the concerned entity in the ASBA with UPI as the payment mechanism process, i.e., the NPCI or the Banker to the offer, at whose end the lifecycle of the transaction ended. Parties further acknowledge that NPCI shall share the audit trail of all disputed transactions/investor complaints with the Banker to the offer. The BRLM shall obtain the audit trail from Banker to the offer for analysis and fixation of liability.

2. Application of Amounts Credited to Escrow Accounts, Public Issue Account and Refund Account

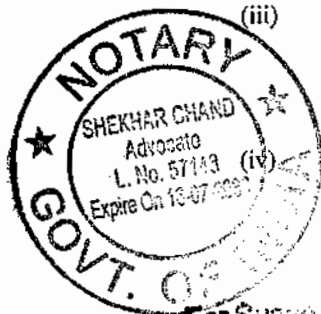
Amounts credited to the Escrow Accounts, the Public Issue Account and the Refund Account shall be appropriated or refunded, as the case may be, on the occurrence of certain events and in the manner more particularly described herein below:

3.2.1. Failure of the offer

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

- (i) any event due to which the process of Bidding or the acceptance of Bids cannot start, including the Bid/ offer Opening Date not taking place for any reason;
- (ii) the RoC Filing not having occurred on or prior to the Drop Dead Date for any reason;
- (iii) the offer becomes illegal or is enjoined or prevented from completion, or is non-compliant with Applicable Law or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any Governmental Authority or any tribunal or stock exchange having requisite authority and jurisdiction over the offer;

(iv) in accordance with Regulation 268 of the ICDR Regulations, the minimum number of Allottees to whom the Equity Shares are Allotted pursuant to the offer is less than 50 (Fifty).



For Susan Enterprises India Limited

Director

For Mudra RTA Ventures Private Limited

15

Director/Auth. Signatory

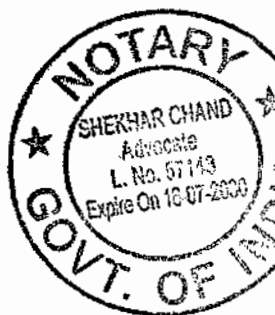


- (v) the declaration of the intention of the Company and Promoter Selling Shareholders in consultation with the BRLM, to withdraw and/or cancel and/or abandon the offer at any time after the Bid/offer Opening Date until the Designated Date;
- (vi) the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957 have not been Allotted in the offer;
- (vii) non-receipt by the Company of minimum 90% subscription in the Fresh offer;
- (viii) the Underwriting Agreement not having been executed on or prior to the Drop Dead Date, unless extended by the BRLMs the Company and the Promoter Selling Shareholders in writing;
- (ix) non-receipt of regulatory approvals in a timely manner in accordance with Applicable Law, including failure of the Company to receive the listing and trading approvals from each of the Stock Exchange within the time period prescribed under Applicable Law or such other date as may be agreed upon by the Company and the BRLM;
- (x) any of the Underwriting Agreement (after its execution), the Engagement Letter or the offer Agreement is terminated in accordance with its terms or becomes illegal or unenforceable for any reason or, in the event that its performance has been prevented by any Governmental Authority having requisite authority and jurisdiction in this behalf; or
- (xi) such other event whatsoever, as may be mutually agreed upon among the Company, Promoter Selling Shareholders and the BRLM in writing.

3.2.1.2. The BRLMs shall, on the receipt of the relevant information from the Company or the Promoter selling shareholder, regarding such an event, intimate in writing to the Escrow Collection Bank, the Refund Bank, the Public Issue Account Bank, the Sponsor Bank and the Registrar to the Offer (with a copy to The Company), of the occurrence of any event specified in Clause 3.2.1.1 of this Agreement (in the form specified in **Annexure B**); provided that, on becoming aware of or upon receipt of the information from the Company of the event specified in Clause 3.2.1.1(vii) in relation to minimum subscription requirement in the offer ("**Minimum Subscription Amount Failure**") or Clause 3.2.1.1(ix) to the extent that there is failure to obtain listing and trading approval from the Stock Exchange ("**Listing Approval Failure**"), the BRLM shall as soon as reasonably possible and in any event, on the same day, intimate in writing (in the form provided in **Annexure B**) to the Escrow Collection Bank, Refund Bank, Public Issue Account Bank, the Sponsor Bank and the Registrar to the Offer of the occurrence of such event, with a copy to the Company.

3.2.1.3. On receipt of intimation of the failure of the offer from the BRLM in accordance with Clause 3.2.1.2 of this Agreement:

- (a) Subject to Applicable Law, the Registrar to the Offer shall forthwith, but within one (1) Working Day from such receipt, following the reconciliation of accounts with the Escrow Collection Bank or Public Issue Account Bank, as applicable, provide to the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank, the BRLM, and the Company and Promoter Selling Shareholders (i) a list of Beneficiaries and the amounts to be refunded by the Refund Bank from the Refund Account to such Beneficiaries (in the format specified in **Annexure C**), and/or (ii) a list of ASBA Bidders for unblocking the ASBA Accounts, including accounts blocked through the UPI mechanism, as applicable, provided that in the event of a Minimum Subscription Amount Failure or Listing Approval Failure, the Registrar to the Offer shall forthwith undertake the reconciliation of accounts on the same day that the Escrow Collection Bank transfers any amounts standing to the credit of the Escrow Accounts to the Refund Account held with the Refund Bank as per Clause 3.2.1.3(b) and the Registrar to the Offer shall, on the same day provide the list of Beneficiaries to the BRLM, the Refund Bank, the Sponsor Bank and the Company, and the amounts to be refunded by the Refund Bank to such Beneficiaries and/or a list of ASBA Bidders for unblocking the ASBA Accounts including accounts blocked through the UPI mechanism, as applicable. The Registrar to the Offer shall prepare and deliver to the Company an estimate of the stationery that will be required for printing the refund intimations. The Company shall, within one (1) Working Day of the receipt of the list of Beneficiaries and the amounts to be refunded thereto, prepare and deliver the requisite stationery for printing of refund intimations to the Registrar to the Offer's office, who in turn shall immediately dispatch such



For Susan Corporation India Limited

Director

For Mudra RTA Ventures Private Limited

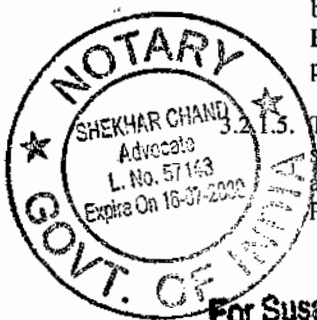
Director/Auth. Signatory



intimations to the respective Bidders and in any event no later than the time period specified in this regard in the Red Herring Prospectus, the Prospectus. The Registrar to the Offer and the Banker to the offer agree to be bound by any instructions from the BRLM and also agree to render all requisite cooperation and assistance in this regard. The Refund Bank confirms that it has the required technology and processes to ensure that refunds made pursuant to the failure of the offer in accordance with Clause 3.2.1.1 of this Agreement, shall be credited in accordance with the instructions received from the Registrar to the Offer only to (a) the bank account of the Bidder from which the Bid Amount was remitted to the Escrow Collection Bank for Anchor Investors and unblocked in the same ASBA Accounts, including accounts blocked through the UPI mechanism, as applicable, in case of ASBA Bidders, in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and (b) the bank account of the Underwriter or any other person in respect of any amounts deposited by the Underwriter or any other person in the relevant Escrow Account pursuant to any underwriting obligations in terms of the Underwriting Agreement. The Registrar further acknowledges the liability of the Company to pay interest for delayed issue of refunds in accordance with the ICDR Regulations and other Applicable Laws, including the March 31 Refund Circular and shall accordingly provide all assistance in this regard in terms of the UPI Circulars, including the March 31 Refund Circular, to ensure that the refunds are made within four (4) days in case of Minimum Subscription Amount Failure or the Listing Approval Failure.

- (b) The Registrar to the Offer, together with the BRLM, shall forthwith but within the same Working Day, instruct the Escrow Collection Bank to transfer any amounts standing to the credit of the Escrow Accounts or the Public Issue Account, as applicable, to the Refund Account (with a copy to the Refund Bank, The Company and the Promoter Selling shareholders) (in the form specified in **Annexure D**). The Escrow Collection Bank shall, after notice to The Company and Promoter Selling Shareholders, forthwith but not later than one (1) Working Day from receipt of the notice under Clause 3.2.1.2, ensure the transfer of such amounts standing to the credit of the Escrow Accounts or the Public Issue Account, as applicable to the Refund Account as directed by the Registrar to the Offer and the BRLM; provided that in the event of a Minimum Subscription Amount Failure or a Listing Approval Failure, the Escrow Collection Bank shall forthwith, on the same Working Day, or in the event the intimation is received post Banking Hours, on the immediate next Working Day, transfer, with notice to the BRLM and The Company and the, any amounts standing to the credit of the Escrow Accounts to the Refund Account held with the Refund Bank.

- 3.2.1.4. The Refund Bank shall, upon receipt of the list of Beneficiaries and the amounts to be refunded to such Beneficiaries in accordance with Clause 3.2.1.3 (a) of this Agreement, after notice to the BRLM, The Company and the Promoter Selling Shareholders, forthwith but not later than one (1) Working Day from the date of transfer of amounts from the Escrow Accounts, ensure the transfer of any amounts standing to the credit of the Refund Account to the account of the Beneficiaries as directed by the Registrar to the Offer in the form specified in **Annexure C**, provided that, in the event of a Minimum Subscription Amount Failure or a Listing Approval Failure, the Refund Bank shall forthwith transfer the requisite amounts as provided herein on the same Working Day as the date of receipt of the list of Beneficiaries, or if such list of Beneficiaries is received post Banking Hours, on the immediately following Working Day. The Refund Bank shall provide the details of the UTR/control numbers of such remittances to the Registrar to the Offer on the same day if the instruction is received before 4:00 p.m. I.S.T. Such Anchor Investors will be sent a letter through electronic mail on the date of the remittance and through registered post by the Registrar to the Offer informing them about the mode of credit of refund within one (1) Working Day after the remittance date. In the event of any returns/rejects from NEFT/RTGS/NACH/direct credit, the Refund Bank shall inform the BRLM forthwith and arrange for such refunds to be made through offer and immediate delivery of demand drafts if requested by the Bidder and/or the BRLM. The Refund Bank shall act in accordance with the instructions of the BRLM for issuances of these instruments. The entire process of refunds shall be completed within such period of time as required under Applicable Law.



For Susan Electronics India Limited



Director

17

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



3.2.2. Events other than Failure of the offer

In the event that the listing of the Equity Shares does not occur in the manner described in the Red Herring Prospectus, the Prospectus, the SEBI Regulations and any other Applicable Law, after the funds are transferred to the Public Issue Account, the BRLM shall intimate the Public Issue Account Bank and the Registrar to the Offer in writing (with a copy to The Company and Promoter Selling Shareholders (in the form specified in Annexure E) and the Public Issue Account Bank and the Registrar to the Offer shall, after notifying the Company, promoter selling shareholders and the BRLM, forthwith but not later than one (1) Working Day from the receipt of instructions in this respect from the BRLM, transfer the amounts in the Public Issue Account to the Refund Account and the Refund Bank shall make payments in accordance with Applicable Law.

3.2.3. Completion of the offer

3.2.3.1. If the Red Herring Prospectus does not specify the Anchor Investor Bid/ offer Period, the BRLM shall, after filing the Red Herring Prospectus with the RoC and prior to the Anchor Investor Bid/ offer Period, and upon receipt of such information from , intimate in writing (in the form specified in Annexure F) the Anchor Investor Bid/ offer Period, the Bid/ offer Opening Date and the Bid/ offer Closing Date to the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank and the Registrar to the Offer (with a copy to the Company and the Promoter Selling Shareholders).

3.2.3.2. The Registrar to the Offer, shall, on or prior to the Designated Date, in writing, (a) along with the BRLM, intimate to the Escrow Collection Bank (with a copy to The Company and the Promoter Selling Shareholders), the Designated Date and provide the Escrow Collection Bank with (i) the written details of the amounts that are to be transferred from the Escrow Accounts to the Public Issue Account; and (ii) the details of the Surplus Amount, if any, that are to be transferred from Escrow Accounts to the Refund Account, in the form specified in Annexure G; and (b) intimate the SCSBs and the Sponsor Bank (with a copy to the BRLMs, The Company and the Promoter Selling Shareholders) (in the form specified in Annexure H), the Designated Date, and provide the SCSBs and the Sponsor Bank with the written details of the amounts that are required to be unblocked and transferred to the Public Issue Account. The Sponsor Bank, based on the UPI Mandate Request approved by the respective Retail Individual Bidders at the time of blocking their funds, will raise the debit/collect request from the respective ASBA Account and issue necessary instructions, whereupon the funds will be transferred from the ASBA Account to the Public Issue Account and the remaining funds, if any, will be unblocked without any manual intervention by the Retail Individual Bidder.

The amounts to be transferred to the Public Issue Account by the Escrow Collection Bank represent Bids from Anchor Investors that have received confirmed allocation in respect of the Equity Shares in the offer and amounts, if any, paid by the Underwriter or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement. The amounts to be unblocked and transferred to the Public Issue Account represent Bids from ASBA Bidders, including Bids received through the UPI Mechanism, that have received confirmed allocation in respect of the Equity Shares in the offer.

3.2.3.3. On the Designated Date, the Escrow Collection Bank, the Sponsor Bank (in case of Retail Individual Bidders using the UPI Mechanism) and the SCSBs, on receipt of details under Clause 3.2.3.2, shall, within Banking Hours on the same Working Day, transfer the amounts lying to the credit of the Escrow Accounts and/or blocked in the ASBA Accounts in relation to the successful Bids to the Public Issue Account; and the Escrow Collection Bank shall transfer the Surplus Amount to the Refund Account. In the event such transfers are unable to be completed on the same Working Day, such instructions issued by the BRLM and the Registrar to the Offer to the Escrow Collection Bank and by the Registrar to the Offer to the SCSBs and the Sponsor Bank shall be valid for the next Working Day.

3.2.3.4. Immediately upon the transfer of the amounts to the Public Issue Account and the Refund Account, as applicable, the Escrow Collection Bank, the Sponsor Bank and the SCSBs shall appropriately confirm transfer of such amounts and the Public Issue Account Bank and Refund Bank shall confirm receipt of such amounts to the Registrar to the Offer and the BRLM (with a copy to The Company and the Promoter Selling Shareholders). Thereupon, in relation to such amounts transferred to the Public Issue Account Bank, the Bidders or the Underwriter (or any other person pursuant to any underwriting obligation), as the case may be, shall have no beneficial interest therein save as provided under

For Susan Electronics India Limited

For Mudra RTA Ventures Private Limited

18

Director

Director/Auth. Signatory



Applicable Law. For the avoidance of doubt, the Bidders or the Underwriter or any other person, as the case may be, shall continue to be the Beneficiaries in relation to any Surplus Amount and subject to receipt of the listing and trading approvals, The Company and the Promoter Selling Shareholders shall be the Beneficiary in respect of their respective portions of the balance amount. In relation to the Surplus Amount transferred to the Refund Bank by the Escrow Collection Bank, the Refund Bank shall ensure the transfer of the Surplus Amount to the account of the Beneficiaries and immediately upon such transfer, the Refund Bank shall intimate the BRLM and the Company and the Promoter Selling Shareholders of such transfer.

3.2.3.5. The BRLM are hereby severally authorized to take such action in accordance with the terms of this Agreement in connection with the transfer of amounts from the Escrow Accounts to the Public Issue Account and the Refund Account, as applicable.

3.2.3.6. It is hereby clarified that until the receipt of final listing and trading approvals from the Stock Exchange, the Public Issue Account Bank shall not transfer any monies from the Public Issue Account to the bank accounts of the Company (including monitoring agency account), prior to receipt of written instructions from the BRLM in accordance with Clause 3.2.3.9(iv) below.

3.2.3.7. Notwithstanding anything stated in this Agreement, The Company and hereby severally agree that they shall take all necessary actions to ensure that the amount representing the lead management fees, advisory fees, commissions, brokerage, incentives and expenses payable by The Company under the offer Agreement or any other agreement entered into in connection with the offer shall be paid immediately upon receipt of the final listing and trading approvals from the Stock Exchange in accordance with Clause 3.2.3.9 of this Agreement.

3.2.3.8. The Registrar to the Offer shall, within two (2) Working Days from the Bid/ offer Closing Date, in writing (in the form specified in **Annexure I** hereto), intimate the BRLM (with a copy to The Company and the Promoter Selling Shareholders), the aggregate amount of commission payable to the SCSBs, Registered Brokers, the RTAs and the CDPs as calculated by the Registrar to the Offer. For the avoidance of doubt, the quantum of commission payable to the SCSBs, Registered Brokers, the RTAs and the CDPs shall be determined on the basis of such Bid cum Application Forms procured by them and which are eligible for Allotment and the payment of commission to the Registered Brokers will be made by the Stock Exchange. The Company will make the payment only to the Sponsor Bank, which in turn shall make the requisite payments to the NPCI where the accounts of the Bidders, linked to their UPI ID, are held and such other parties as required in connection with the performance of the Sponsor Bank's duties under the SEBI Regulation and other Applicable Law. The Company including on behalf of the Promoter Selling Shareholders shall ensure that the aggregate amount of commission payable to the Registered Brokers shall be transferred from their own account to the Stock Exchange prior to the receipt of final listing and trading approvals. Further, The Company including on behalf of the Promoter Selling Shareholders shall ensure commission to the RTAs and CDPs, as calculated by the Registrar to the Offer, shall be paid in accordance with this Agreement within 30 Working Days of receipt of invoices from the respective RTAs and CDPs, as the case may be. The Company and the Promoter Selling Shareholders shall also ensure that (a) the aggregate amount of commission and processing fees payable to the SCSBs and the Sponsor Bank; (b) any amounts payable to the Depositories and the Registrar to the Offer; and (c) any other expenses in connection with the offer including roadshow expenses, advertisement and media expenses shall be made at the relevant time from the Company's account. Such amounts shall be adjusted against the amounts to be transferred to The Company and the Promoter Selling Shareholders pursuant to Clause 3.2.3.9(iv) below.

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

The Company and the Promoter Selling Shareholders agree that out of the amount of the total estimated offer expenses as will be disclosed in the Red Herring Prospectus under the section "Objects of the offer" the following shall be retained in the Public Issue Account: (A) lead management fees, advisory fees, incentives, commissions, brokerage and expenses to the members of the Syndicate under the engagement letters, if any, the Issue Agreement, and Underwriting Agreement (when executed) (the "Estimated offer Expenses"); and the Public Issue Account Bank agrees to retain not less than such amounts towards the Estimated offer

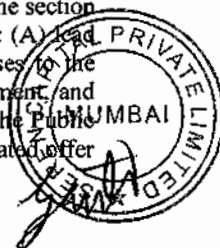
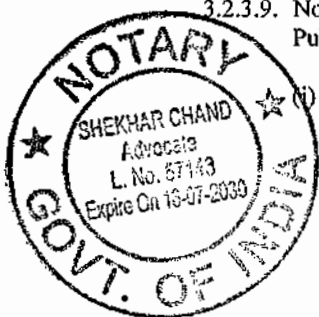
For **Sudha Finance India Limited**

For **Mudra RTA Ventures Private Limited**

[Signature]
Director

[Signature]
19

[Signature]
Director/Auth. Signatory

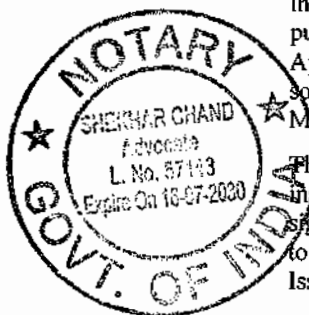


Expenses and the Applicable Tax, until a copy of one or more instructions are provided by the BRLM (in the form prescribed in Annexure J).

- (ii) The BRLM shall (with a copy to The Company and the Promoter Selling Shareholders) following the receipt of the final listing and trading approvals from the Stock Exchange, provide the Public Issue Account Bank (in the form specified in Annexure J), one or more instructions stating details of the amounts to be paid towards Estimated offer Expenses and Applicable Tax specified in Clause 3.2.3.9(i) above. The Public Issue Account Bank shall, on the same day of the receipt of such instruction from the BRLM (which shall be provided within Banking Hours), remit such funds to the relevant accounts.
- (iii) At least two (2) Working Days prior to the date of Bid/ offer Closing Date, each of the Promoter Selling Shareholders shall, severally and not jointly, inform the Company and the BRLMs of the details of its bank account; and the Company shall inform the BRLM of the details of its bank account, to which net proceeds from the offer to which The Company is entitled to, are to be transferred, being the balance amount lying in the Public Issue Account, after deducting the aggregate amount of the Estimated offer Expenses and the Applicable Tax, payable by The Company and the Promoter Selling Shareholders, as applicable, (subject to Clause 3.2.3.7 above).
- (iv) Upon the receipt of final listing and trading approvals, the BRLM shall, during Banking Hours, provide the Public Issue Account Bank (with a copy to The Company and the Promoter Selling Shareholders) (in form specified in Annexure K), instructions stating the amount to be transferred from the Public Issue Account to the respective bank accounts of the Company (including the Monitoring Agency Account as applicable); and the Public Issue Account Bank shall, on the same day of the receipt of such instruction from the BRLM, remit the respective amounts. Notwithstanding anything stated in this Agreement, the Company and the Promoter Selling Shareholders, hereby acknowledges and agrees that it shall take all necessary action to ensure that the offer expenses shall be paid to the respective intermediaries immediately upon receipt of the final invoice from the respective intermediaries by the Company in accordance with the arrangements/agreements with the relevant intermediary.
- (v) The instructions in the form of Annexure J and Annexure K issued by the BRLM shall be binding on the Public Issue Account Bank irrespective of any contrary claim or instructions from any party including the Company and the Promoter Selling Shareholders and/or This provision shall be deemed to be an irrevocable instruction from The Company to the Public Issue Account Bank to debit the Public Issue Account as per the details contained in Annexure J and Annexure K.
- (vi) Further, in the event of any expenses or amounts in relation to the offer falling due to the Syndicate and the legal counsel to the Company and the BRLM after closure of the Public Issue Account, or to the extent that such expenses or amounts falling due to the legal counsel to the Company and the BRLM are not paid from the Public Issue Account, the Company shall promptly reimburse the legal counsel to the Company and the BRLM for any such amounts or expenses, including any claims, actions, losses, demands, interest, penalty or damages incurred in connection thereto.

The Company shall, jointly and severally, pay the post- offer BRLM immediately but not later than two (2) Working Days of receipt of any intimation from such BRLM regarding any compensation and/or other amounts payable or paid by such BRLM on account of any delay in redressal of grievances in relation to unblocking of UPI Bids and/or for any other reason pursuant to and/or arising out of the same, in accordance with the March 16 Circular and other Applicable Law including any interest and/or penalty charged thereon and the amount to be so paid by The Company to any Indemnified Party shall be calculated in accordance with the March 16 Circular and/or other Applicable Law.

The written instructions in accordance with Annexure J and Annexure K shall be valid instructions only if signed by any of the persons named in Annexure L and whose specimen signatures are contained herein or any other persons as may be authorized in writing from time to time by the respective Parties with intimation to the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank and the Sponsor Bank.



For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



3.2.4. Refunds

3.2.4.1. The entire process of refunds shall be completed within the time period prescribed under Applicable Law. Such Beneficiaries (including the Underwriter, if applicable) will be sent a letter by the Registrar to the Offer through ordinary post informing them about the mode of credit of refund, within the time period prescribed under Applicable Law.

3.2.4.2. The refunds pertaining to amounts in the Refund Account in terms of this Agreement, shall be made by the Refund Bank to the Bidders, as applicable, in manner set forth below:

- (i) **NACH** - Payment of refund would be done through NACH for Bidders having an account at one of the centers specified by the RBI, where such facility has been made available. This would be subject to availability of complete bank account details including MICR code wherever applicable from the Depository. The payment of refund through NACH is mandatory for Bidders having a bank account at any of the centers where NACH facility has been made available by the RBI (subject to availability of all information for crediting the refund through NACH including the MICR code as appearing on a cheque leaf, from the depositories), except where applicant is otherwise disclosed as eligible to get refunds through NEFT or direct credit or RTGS.
- (ii) **NEFT** - Payment of refund may be undertaken through NEFT wherever the branch of the Anchor Investors' bank is NEFT enabled and has been assigned the IFSC, which can be linked to the MICR of that particular branch. The IFSC may be obtained from the website of RBI as at a date prior to the date of payment of refund, duly mapped with MICR numbers. Wherever the Anchor Investors have registered their nine-digit MICR number and their bank account number while opening and operating the demat account, the same may be duly mapped with the IFSC of that particular bank branch and the payment of refund may be made to the Anchor Investors through this method. In the event NEFT is not operationally feasible, the payment of refunds may be made through any one of the other modes as discussed in this clause;
- (iii) **RTGS** - Anchor Investors having a bank account at any of the centers notified by SEBI where clearing houses are managed by the RBI, may have the option to receive refunds, if any, through RTGS;
- (iv) **Direct Credit** - Anchor Investors having their bank account with the Refund Bank may be eligible to receive refunds, if any, through direct credit to such bank account.
- (v) For all other Bidders, including those who have not updated their bank particulars with the MICR code, refund warrants will be dispatched through speed or registered post (subject to postal rules) at the Bidder's sole risk. Such refunds will be made by cheques, pay orders or demand drafts drawn on the Refund Bank and payable at par at places where Bids are received. Any bank charges for cashing such cheques, pay orders or demand drafts at other centres will be payable by the respective Bidders.

3.2.4.3. Online validation at the point of payment by the Refund Bank is subject to the Registrar to the Offer providing complete master lists ("Masters") to the Refund Bank, in the format specified by the Refund Bank. The Registrar to the Offer shall ensure that any change in the Masters is communicated to the Refund Bank immediately to ensure timely refund. The Registrar to the Offer shall be liable for all consequences which may arise as a result of delay or error in such communication of the aforesaid changes to the Refund Bank. The Refund Bank shall be responsible for reconciliation of the Refund Account with the Masters provided by the Registrar to the Offer and the Refund Bank shall provide a list of paid/unpaid cases at regular intervals or as desired by the Registrar to the Offer, BRLM, and the Company and the Promoter Selling Shareholders. Any inconsistencies observed by the Refund Bank between the Refund Account and the Masters shall be discussed with the Registrar to the Offer and the BRLM, prior to dispatch of refund.

3.2.4.4. All refunds under this Agreement shall be payable by the Refund Bank and until such refunds are paid as agreed herein, the monies lying in the Refund Account shall be held for the benefit of the

For Susan Electrols India Limited

For Mudra RTA Ventures Private Limited

Director

Director/Auth. Signatory



21

Beneficiaries without any right or lien thereon.

3.2.4.5. The Refund Bank reserves the right to not dispatch the refund, if they are not mentioned in the Masters provided by the Registrar to the Offer, or in case of any mismatch in any of the fields when compared for validation with the Masters.

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

- (i) The Escrow Collection Bank shall, upon receipt of instructions from the Company and the Promoter Selling Shareholders, the BRLM and the Registrar to the Offer (with a copy to the Promoter Selling Shareholders), take necessary steps to ensure closure of the Escrow Accounts only upon transfer of all monies into the Public Issue Account or the Refund Account, as the case may be, in accordance with the terms of this Agreement and Applicable Law. The Public Issue Account Bank shall take the necessary steps to ensure closure of the Public Issue Account promptly and only after the Estimated offer Expenses have been paid and all monies in the Public Issue Account are transferred in accordance with the terms of this Agreement and upon receipt of account closure letter from the Company, the BRLM and the Registrar to the Offer. The Refund Bank shall take the necessary steps to ensure closure of the Refund Account, once all amounts are refunded to the Bidders to whom refunds are required to be made, in accordance with the terms of this Agreement and upon receipt of account closure letter from the Company, the BRLM and the Registrar to the Offer (with a copy to the Promoter Selling Shareholders). However, subject to Applicable Law, any amount which is due for refund but remains unpaid or unclaimed for a period of seven (7) years from the date of such payment becoming first due, shall be transferred by the Refund Bank, after intimation to and confirmation from the Company, to the "Investor Education and Protection Fund" established under Section 125 of the Companies Act, 2013.
- (ii) The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank agree that prior to closure of the Escrow Accounts, the Public Issue Account and the Refund Account, respectively, they shall intimate the Company and the promoter selling shareholders, and the BRLM that there is no balance in the Escrow Accounts, the Public Issue Account and the Refund Account, respectively and shall provide a signed copy of the complete and accurate statement of accounts to the Company, the promoter selling shareholders, the Registrar to the Offer and the BRLM in relation to deposit and transfer of funds from each of the Escrow Accounts, the Public Issue Account and the Refund Account. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank also agree that they shall close the respective accounts only upon receipt of instructions in this regard from the Company, the Registrar to the Offer and the BRLM (with a copy to the promoter selling shareholders.)
- (iii) Within three (3) Working Days of closure of the Escrow Accounts, the Public Issue Account and the Refund Account, the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, respectively shall provide confirmation of the closure of such accounts to the BRLM, the Company (with a copy to the Promoter Selling Shareholders).

4. **DUTIES AND RESPONSIBILITIES OF THE REGISTRAR TO THE OFFER**

1. The Parties hereto agree that, in addition to the duties and responsibilities set out in the Registrar Agreement, the duties and responsibilities of the Registrar to the Offer shall include, without limitation, the following:

The Registrar to the Offer shall maintain at all times accurate physical and electronic records, as applicable, relating to Bids and the Bid cum Application Forms received from the Designated Intermediaries, including, without limitation, the following:

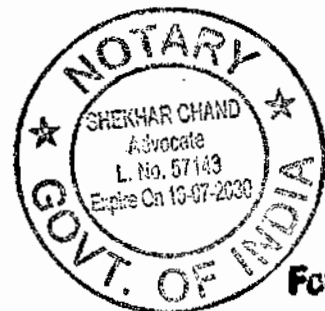
- (i) details of the monies to be transferred to the Public Issue Account, and the refunds to be made to the Anchor Investors, Bidders and Underwriters (as applicable) in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI Regulations and other Applicable Law;

For Susan Brown India Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



- (ii) physical and electronic records relating to the Bids and the ASBA Forms submitted to it and received from the members of the Registered Brokers and CDPs/RTAs with respect to the offer;
- (iii) soft data/Bid cum Application Forms received by it from each of the SCSBs, the Registered Brokers, Collecting Depository Participants and RTAs and all information incidental thereto in respect of the offer, Bids and Bid Amounts and tally the same with the schedule provided by the Banker to the offer. For the avoidance of doubt, if there is any discrepancy in the amount paid as per the Bid cum Application Forms and the corresponding bank entry(ies) in the bank schedules in relation to Bids from Anchor Investors, the amount as per the bank schedules will be considered as final for the purpose of processing and the Escrow Collection Bank concerned shall be responsible for any claims, actions, losses, demands or damages that may arise in this regard;
- (iv) final certificates received from the Escrow Collection Bank, SCSBs and the Sponsor Bank through the Stock Exchange no later than 6.00 pm I.S.T. of the Working Day after the Bid/offer Closing Date or such time as specified in the UPI Circulars;
- (v) details of rejected, withdrawn or unsuccessful Bids and request for withdrawals of Bids received;
- (vi) all correspondence with the BRLM, the Designated Intermediaries, the Escrow Collection Bank, the Refund Bank, the SCSBs, the Sponsor Bank and Governmental Authorities;
- (vii) particulars of various pre-printed and other stationery supported by reconciliation of cancelled/spoilt stationery;
- (viii) details of files in case of refunds to be sent by electronic mode, such as NEFT/RTGS/NACH;
- (ix) particulars relating to the aggregate amount of commission payable to the Registered Brokers in relation to the offer in accordance with the October 2012 Circular, the November 2015 Circular and the UPI Circulars, and the details of such compensation shared with the Stock Exchange, and particulars relating to the aggregate amount of commission payable to the RTAs, CDPs, and the Sponsor Bank in relation to the offer. For the avoidance of doubt, the quantum of commission payable to Sponsor Bank, Registered Brokers, CDPs and CRTAs shall be determined on the basis of the amount Allotted, i.e. the product of the number of Equity Shares Allotted and the offer Price,
- (x) details regarding allocation of Equity Shares in the offer and Allotment;
- (xi) particulars relating to the refund intimations dispatched to the Bidders;
- (xii) details of all Bids rejected by the Registrar to the Offer including details of multiple Bids submitted by Bidders (determined on the basis of the offer procedure provided into the Red Herring Prospectus and the Prospectus); and
- (xiii) particulars relating to Allottees.

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

The Registrar to the Offer shall comply with the provisions of the SEBI Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular No. CIR/CFD/DIL/8/2010 dated October 12, 2010, the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular No. CIR/CFD/DIL/2/2011 dated May 16, 2011, the SEBI Circular No. CIR/CFD/DIL/12/2012 dated September 13, 2012, the SEBI Circular No. CIR/CFD/DIL/12/2012 dated September 25, 2012, the October 2012 Circular, the SEBI Circular No. CIR/CFD/DIL/1/2013 dated January 2, 2013, the November 2015 Circular, the January 21 Circular, the UPI Circulars and any provisions under other Applicable Law.

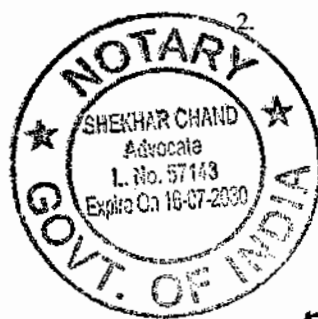
For Mudra RTA Ventures Private Limited

For Mudra RTA Ventures Private Limited

23

Director

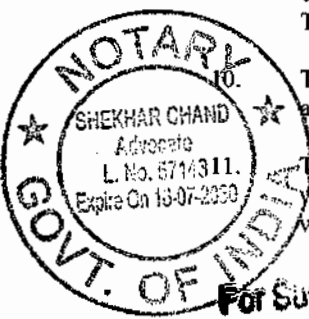
Director/Auth. Signatory



3. The Registrar to the Offer shall perform its duties diligently and in good faith under this Agreement, the Registrar Agreement and in accordance with Applicable Law and shall provide in a timely manner, all accurate information to be provided by it under this Agreement, the Registrar Agreement and the SEBI Regulations, to ensure timely approval of the Basis of Allotment by the Designated Stock Exchange, proper and timely Allotment of the Equity Shares and dispatch of refund intimations/refund through electronic mode without delay, including providing the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank with the details of the monies and any Surplus Amount required to be refunded to the Bidders and extending all support in obtaining the final trading and listing approval of the Equity Shares within the time period prescribed under Applicable Law. The Registrar to the Offer shall provide unique access to its website to the Escrow Collection Bank to enable it to update the details of the applications received, applications under process and details of the applications dispatched for which instructions will be given to the Escrow Collection Bank separately. The Registrar to the Offer shall be solely responsible and liable for any delays in supplying accurate information for processing refunds or for failure to perform its duties and responsibilities as set out in this Agreement or the Registrar Agreement.
4. The Registrar to the Offer shall use its best efforts while processing all applications to separate eligible applications from ineligible applications, i.e., applications which are capable of being rejected on any of the technical or other grounds as stated in the Red Herring Prospectus, the Prospectus, or for any other reason that comes to the knowledge of the Registrar to the Offer. The Registrar to the Offer shall identify the technical rejections solely based on the electronic Bid file(s) received from the Stock Exchange and the electronic bank schedules received from the Escrow Collection Bank.
5. The Registrar to the Offer shall be solely responsible for the correctness and validity of the information provided for the purposes of reporting, including to SEBI and the Stock Exchange, and shall ensure that such information is based on authentic and valid documentation received from the Escrow Collection Bank, Public Issue Account Bank, Refund Bank, the SCSBs and the Sponsor Bank, as applicable. Further, the Registrar to the Offer shall ensure that letters, certifications and schedules, including final certificates, received from Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the SCSBs and the Sponsor Bank are valid and are received within the timelines specified in consultation with the BRLM. The Registrar to the Offer shall be solely responsible for promptly and accurately uploading information to ensure the credit of Equity Shares into the relevant dematerialized accounts of the successful Bidders based on the approved Basis of Allotment by the Designated Stock Exchange.
6. The Registrar to the Offer agrees that upon expiry/termination of this Agreement, it shall (i) immediately destroy or deliver to the Escrow Collection Bank and the Refund Bank, without retaining any copies in either case, all property of the Escrow Collection Bank and the Refund Bank and materials related to the refund orders, including all documents and any/all data which is in the possession/custody/control of the Registrar to the Offer, and (ii) confirm in writing to the Escrow Collection Bank and the Refund Bank that it has duly destroyed and/or returned all such property and materials in accordance with this Clause 4.6.
7. The Registrar to the Offer shall also be responsible for the amount to be transferred from ASBA Accounts to the Public Issue Account and the amount to be unblocked in the ASBA Accounts.
8. The Registrar to the Offer shall make applicable filings with the Stock Exchange in the manner and timelines specified in the UPI Circulars.
9. The Registrar to the Offer shall keep and maintain the books of accounts and other records and documents specified in Securities and Exchange Board of India (Registrars to an offer and Share Transfer Agents) Regulations, 1993.

The Registrar to the Offer shall forward the Bid file received from the Stock Exchanges containing the application number and the amount to all SCSBs who may use this file for validation at their end.

The Registrar to the Offer agrees that the validation of Bids and finalization of the Basis of Allotment will be strictly in accordance with the Red Herring Prospectus and the Prospectus, and in compliance with the SEBI Regulations and any circulars issued by the SEBI, and any deviations will be proceeded



For Susan... Limited

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory

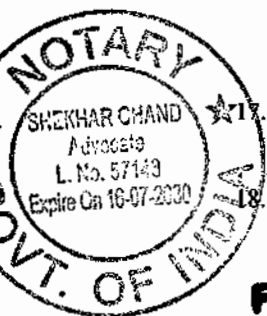


with in consultation with the BRLM. The Registrar to the Offer shall act in accordance with the instructions of the Company, Promoter selling shareholders, and the BRLM and applicable SEBI Regulations, Applicable Law, the Registrar Agreement and this Agreement. In the event of any conflict in the instructions provided to the Registrar to the Offer, it shall seek clarifications from the BRLM, The Company and Promoter selling shareholders shall comply with the instructions given jointly by the BRLM, The Company and Promoter selling shareholders. The Registrar to the Offer will coordinate with all the concerned parties to provide necessary information to the Escrow Collection Bank, Public Issue Account Bank, Refund Bank, the SCSBs and the Sponsor Bank.

12. The Registrar to the Offer shall be responsible for addressing all investor complaints or grievances arising out of any Bid in consultation with the Company, and Promoter selling shareholders and the BRLM. The Registrar to the Offer shall perform a validation of the electronic Bid details received from the Stock Exchange in relation to the DP ID, Client ID, UPI ID and PAN with the records maintained by the Depositories and a reconciliation of the final certificates received from the Banker to the offer and SCSBs/Sponsor Bank with the electronic Bid details. The Registrar to the Offer shall intimate the BRLM and the Banker to the offer with any data discrepancy as soon as such reconciliation is complete. The Registrar to the Offer, based on information of Bidding and blocking received from Stock Exchange, would undertake reconciliation of the Bid data and block confirmation corresponding to the Bids by all investor category applications and prepare the Basis of Allotment. The Registrar to the Offer shall reject any Bids made by Retail Individual Bidders from third party bank accounts or from third party linked bank account UPI ID, subject to such data being provided by the Stock Exchange, SCSB and/or the Sponsor Bank, either through the Bid book or otherwise.
13. The Registrar to the Offer shall ensure that investor complaints or grievances arising out of the offer are resolved expeditiously and, in any case, no later than seven Working Days from their receipt. In this regard, the Registrar to the Offer agrees to provide a report on investor complaints received and action taken to the BRLM (with a copy to the Company and Promoter selling shareholders (in the indicative form specified in **Annexure M**) (i) on a weekly basis for the period beginning 10 days from the Bid/ offer Opening Date until the commencement of trading of the Equity shares pursuant to the offer; and ii) on a fortnightly basis thereafter and as and when required by the Company, or the BRLM.
14. If the Bid/ offer Opening Date is on a date which is on or after the date on which the March 16 Circular comes into force:
 - (a) The Registrar shall submit the details of cancelled/withdrawn/deleted applications to SCSBs on daily basis within 60 (sixty) minutes of bid closure time from the Bid/ offer Opening Date to the Bid/ offer Closing Date by obtaining the same from Stock Exchanges. SCSBs shall unblock such applications by the closing hours of the bank day and submit the confirmation to the BRLM and the Registrar on daily basis, as per the format prescribed.
 - (b) Upon receiving the online mandate revoke file from the Sponsor Bank, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file, not later than 2:00 p.m. (IST) on the next Working Day after the finalization of the Basis of Allotment. The allotment file shall include all applications pertaining to full-allotment/partial allotment/non-allotment/cancelled/withdrawn/deleted applications etc.
15. The Registrar to the Offer shall ensure full reconciliation of collections in the Escrow Accounts and the Public Issue Accounts with the information and data available with them. The Registrar to the Offer shall provide a certificate to the BRLM and the Company confirming such reconciliation within the time prescribed by the SEBI.
16. The Registrar to the Offer shall ensure the collection of the paid refund orders daily from the Refund Bank and shall arrange to reconcile the accounts with the Beneficiaries list at its own cost. The final reconciliation of the refund order account with the paid and unpaid refund orders will be completed by the Registrar to the Offer within the prescribed time under Applicable Law.

The Registrar to the Offer shall not revalidate the expired refund orders. Instead, a list of such refund orders will be provided to the Refund Bank who will arrange to issue a banker's cheque/demand draft.

The Registrar to the Offer shall provide the Allotment file within 15 (fifteen) calendar days from Bid/



For Susan Electricals India Limited

[Signature]

Director

[Signature]

For Mudra RTA Ventures Private Limited

[Signature]
Director/Auth. Signatory



offer Opening Date to the Banker to the offer.

19. The Registrar to the Offer shall assist and co-ordinate in providing all the relevant details with respect to UPI applications as may be requested by the SEBI and the Stock Exchange.
20. In relation to its activities, the Registrar to the Offer, shall, in a timely manner, provide to the BRLM a report of compliance in the format as may be requested by the BRLM, for the BRLM to be able to comply with Applicable Law, including for certain reporting obligations under the UPI Circulars.
21. The Registrar to the Offer shall act in accordance with the instructions of the Company and Promoter selling shareholders, and the BRLM and applicable SEBI Regulations and other Applicable Laws. In the event of any conflict in the instructions provided to the Registrar to the Offer, it shall seek clarifications from the Company and Promoter selling shareholders, and the BRLM and comply with the instructions given by the relevant Parties in accordance with this Agreement.

5. DUTIES AND RESPONSIBILITIES OF THE BRLM

1. Other than as expressly set forth in the SEBI Regulations in relation to the ASBA Bids submitted to the BRLM, no provision of this Agreement will constitute any obligation on the part of any of the BRLM to undertake any obligation or have any responsibility or incur any liability in relation to the ASBA Bids procured by the other Designated Intermediaries.
2. The Parties hereto agree that the duties and responsibilities of the BRLM under this Agreement shall comprise the following:
 - (i) If required, upon receipt of information from the Company and Promoter selling shareholders notify the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank and the Registrar to the Offer regarding the Anchor Investor Bid/ offer Period and the Bid/ offer Opening Date prior to the opening of Banking Hours on the Anchor Investor Bid/ offer Period in accordance with Clause 3.2.3.1;
 - (ii) Upon receipt of information from the Company and Promoter selling shareholders, inform the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank, the Sponsor Bank and the Registrar to the Offer regarding the occurrence of the events specified in Clause 3.2.1.1;
 - (iii) Along with the Registrar to the Offer, provide instructions to the Escrow Collection Bank of the particulars of the monies to be transferred to the Public Issue Account and the Surplus Amount to be transferred to the Refund Account in accordance with the Agreement;
 - (iv) On or after the Bid/ offer Closing Date, acting along with the Registrar to the Offer, intimate the Designated Date to the Escrow Collection Bank in accordance with Clause 3.2.3.2; and
 - (v) Provide instructions to the Public Issue Account Bank in the prescribed forms in relation to transfer of funds from the Public Issue Account in accordance with Clause 3.2.3.9.

The BRLM shall, on issuing all instructions as contemplated under this Clause 5.2, be discharged of all obligations under this Agreement.

No BRLM shall be responsible or liable under this Agreement in connection with the advice, opinions, actions or omissions of any other BRLM or (or agents of such other BRLM, including of such other BRLM) or other Designated Intermediaries in connection with the offer. The obligations, representations, undertakings, warranties, rights and liabilities of the BRLM under this Agreement shall be several and not joint. Except as provided in Clause 5.4 below, the BRLM shall be severally (and not jointly) responsible and liable for any failure to perform their respective duties and responsibilities as set out in this Agreement provided that the BRLM shall, on issuing instructions in accordance with Clause 5.2 above, be fully discharged of their duties and obligations under this Agreement.

For Susan Electricals India Limited

Director

For Mudra RTA Ventures Private Limited

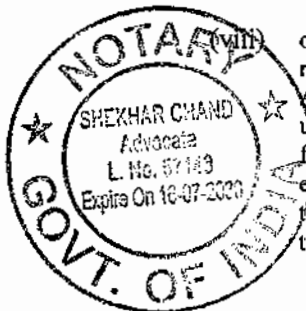
Director/Auth. Signatory



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

1. Other than as expressly set forth in the SEBI Regulations and any other circulars issued by the SEBI, no provision of this Agreement will constitute any obligation on the part of the Escrow Collection Bank, the Public Issue Account Bank, the Refund Bank or the Sponsor Bank to comply with the applicable instructions in relation to the application money blocked under the ASBA process.
2. The Parties hereto agree that the duties and responsibilities of the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall include, without limitation, the following:
 - (i) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall, at all times, carry out their obligations hereunder diligently and in good faith and strictly in compliance with written instructions delivered pursuant to this Agreement;
 - (ii) the Escrow Collection Bank shall ensure that the Anchor Investor Bid Amounts and any amounts paid by the Underwriter or any other person pursuant towards any underwriting obligations under the Underwriting Agreement are deposited by it in/transferred by it to the Escrow Accounts and transfers are made by it in accordance with the terms of this Agreement;
 - (iii) the Escrow Collection Bank shall accept the credits through RTGS/NEFT/NACH/direct credit on the Anchor Investor Bid/ offer Period or from authorized persons towards payment of any amounts by the Underwriter or any other person pursuant to any underwriting obligations in terms of the Underwriting Agreement;
 - (iv) The Escrow Collection Bank shall promptly provide to the Registrar to the Offer on the same Working Day as the receipt of the Bid Amounts, a final certificate in connection with the Bid Amounts deposited in its Escrow Accounts, during the Anchor Investor Bid/ offer Period, with a copy to the Company, This final certificate shall be made available to the Registrar to the Offer no later than 5:00 p.m. I.S.T. on such Working Day. The entries in this final certificate, including any subsequent modifications and/or deletions thereto, shall be dated and time stamped and shall be reckoned for verifying the compliance of the timelines set for the Escrow Collection Bank for various activities and the Escrow Collection Bank agrees that it shall be responsible for any inaccurate data entry and shall solely bear any liability arising out of any such inaccurate data entry;
 - (v) in terms of the October 2012 Circular and the November 2015 Circular, the controlling branch of the Escrow Collection Bank shall consolidate the electronic schedule of all branches, reconcile the amount received and send the consolidated schedule to the Registrar to the Offer along with the final certificate in this regard;
 - (vi) the Escrow Collection Bank shall not accept Bid Amounts at any time later than the Anchor Investor pay-in date. The Escrow Collection Bank shall keep a record of such Bid Amounts. The Escrow Collection Bank shall provide updated statements of the Escrow Accounts in relation to the Bid Amounts submitted by Anchor Investors on the Anchor Investor Bid/ offer Period at intervals of 30 (thirty) minutes or such other time as may be requested by the BRLM;
 - (vii) on the Designated Date, the Escrow Collection Bank shall, on receipt of written instructions in this regard from the Registrar to the Offer and the BRLM, transfer the monies in respect of successful Bids to the Public Issue Account in terms of this Agreement and Applicable Law;

on the Designated Date, the Escrow Collection Bank shall transfer all amounts liable to be refunded to unsuccessful Bidders and the Surplus Amount paid on bidding to the Refund Account for the benefit of the Bidders entitled to a refund. In respect of any Surplus Amount, unsuccessful or partially successful Bids, the Refund Bank shall continue to hold these monies for the benefit of the Bidders for and on behalf of the Bidders and not exercise any lien or encumbrance over the monies deposited therein until the refund instructions are provided in terms of Clause 3.2.1.4 of this Agreement and shall make the payment of such amounts within the time period set out under Clause 3.2.1.4 of this Agreement;



For Susan Electricals India Limited



[Signature]
Director

27

For Mudra RTA Ventures Private Limited

[Signature]
Director/Auth. Signatory



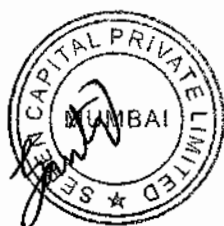
- (ix) in the event of the failure of the offer, and upon written instructions regarding such failure from the BRLM and the Registrar to the Offer, the Escrow Collection Bank and the Refund Bank shall make payments in accordance with Clauses 3.2.1.3 and 3.2.1.4 of this Agreement, respectively;
- (x) in the event of a failure to obtain listing and trading approvals for the Equity Shares, and upon the receipt of written instructions from the BRLM, the Public Issue Account Bank shall forthwith transfer the amounts held in the Public Issue Account to the Refund Account and the Refund Bank shall make payments to the Beneficiaries in accordance with Clause 3.2.2 of this Agreement;
- (xi) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, shall not exercise any lien, interest, encumbrance or other rights over the monies deposited with them in, or received for the benefit of the Escrow Accounts or the Public Issue Account or the Refund Account, respectively, and shall hold the monies therein for the benefit of the Beneficiaries as specified in this Agreement. The Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank, shall not have any right to set off such amount or any other amount claimed by the Escrow Collection Bank, the Public Issue Account Bank or the Refund Bank against any person,
- (xii) the Escrow Collection Bank shall deliver on a timely basis, the final certificates and the relevant schedules in respect of the Anchor Investor Portion on the Anchor Investor Bid/ offer Period, and in respect of the remaining Bid Amount, no later than the Anchor Investor pay-in date as specified in the CAN, to the Registrar to the Offer or such other date as may be communicated to them by the BRLM in consultation with the Registrar to the Offer. The Escrow Collection Bank shall ensure that the final certificates/reconciliation file issued are valid;
- (xiii) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall also perform all the duties enumerated in their respective letters of engagement and in the event of any conflict between the provisions of their respective letters of engagement and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- (xiv) the Refund Bank confirms that they have the relevant technology/processes to ensure that refunds made pursuant to the failure of the offer, shall be credited only to the bank account from which the Bid Amount was remitted to the Escrow Collection Bank, as per the instruction received from Registrar or the BRLM in accordance with Rule 11 of the Companies (Prospectus and Allotment of Securities) Rules, 2014. Further, the Escrow Collection Bank shall immediately and not later than one Working Day from the date of notice by the BRLM, provide the requisite details to the Registrar to the Offer/Refund Bank and BRLM and provide all necessary support to ensure such refunds are remitted to the correct applicant;
- (xv) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints relating to refunds and it will expeditiously resolve any investor grievances referred to it by any of the Company, the BRLM or the Registrar to the Offer;
- (xvi) so long as there are any sums outstanding in the Refund Account for the purpose of refunds, the Refund Bank shall be responsible for ensuring that the payments are made to the authorized persons in accordance with the instructions received from Registrar to the Offer and in accordance with Applicable Law. The Refund Bank shall ensure that no instruction or request for payment of refunds shall be delayed beyond a period of one (1) Working Day from the date of receipt of the instruction or request for payment of refunds and shall expedite the payment of refunds;

(xvii) the Escrow Collection Bank shall maintain accurate and verifiable records of the date and time of forwarding bank schedules and final certificates, as applicable to the Registrar to the Offer;



For Susan Electronics India Limited

For Mudra RTA Ventures Private Limited



28
Director

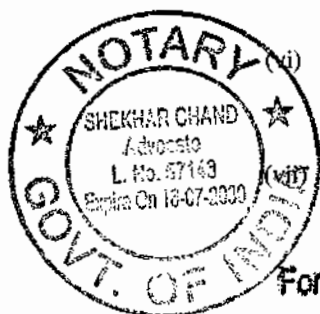
Director/Auth. Signatory



- (xviii) the Escrow Collection Bank must accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to the Bid Amounts;
 - (xix) Bidders having their bank accounts with the Refund Bank and who have provided details in relation to such accounts in the relevant Bid cum Application Form shall be eligible to receive refunds, if any, through mode of refund allowed under the Red Herring Prospectus, the Prospectus, and the SEBI Regulations;
 - (xx) the Escrow Collection Bank agrees that, in terms of the November 2015 Circular, applications by all Bidders (except Anchor Investors) shall be made only through the ASBA facility on a mandatory basis. The Escrow Collection Bank confirms that it shall not accept any Bid cum Application Form or payment instruction relating to any ASBA Bidder from the members of the other Designated Intermediaries in its capacity as Escrow Collection Bank. The Escrow Collection Bank shall strictly follow the instructions of the BRLM and the Registrar to the Offer in this regard;
 - (xxi) the Escrow Collection Bank shall ensure that the details provided in the bank schedule are accurate. The Escrow Collection Bank shall forward such details to the Registrar to the Offer in electronic mode on a timely basis. The Escrow Collection Bank further agrees that it shall be responsible for any inaccurate data entry by it and shall solely bear any liability arising out of any such inaccurate data entry;
 - (xxii) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall expeditiously resolve any investor grievances referred to it by any of the Company, or the Registrar to the Offer; and
 - (xxiii) the Escrow Collection Bank, the Public Issue Account Bank and the Refund Bank shall be responsible for discharging activities pursuant to the SEBI Regulations and shall also be liable for omissions and commissions of such responsibilities under this Agreement.
3. The Parties hereto agree that the duties and responsibilities of the Sponsor Bank shall include, without limitation, the following:
- (i) the Sponsor Bank shall, at all times, carry out its obligations hereunder diligently and in good faith and strictly in compliance with written instructions delivered pursuant to this Agreement and in accordance with SEBI Regulations, as applicable;
 - (ii) it shall provide the relevant Bidders' UPI linked bank account details to the Registrar to the Offer for the purpose of reconciliation;
 - (iii) it shall act as a conduit between the Stock Exchange and NPCI in order to push the mandate collect requests and/or payment instructions of the Retail Individual Bidders into the UPI;
 - (iv) it shall download the mandate related UPI settlement files and raw data files from NPCI portal on daily basis and shall undertake a three-way reconciliation with its UPI switch data, exchange data and the UPI raw data;
 - (v) it shall undertake a reconciliation of Bid requests received from the Stock Exchange and sent to NPCI;

(vi) it shall undertake a reconciliation of Bid responses received from NPCI and sent to the Stock Exchange and shall ensure that all the responses received from NPCI are sent to the Stock Exchange platform with detailed error code and description, if any;

(vii) it shall undertake a final reconciliation of all Bid requests and responses and share the consolidated report in accordance with the UPI Circulars with the BRLM in order to enable



For Susan Electronics India Limited

Director²⁹

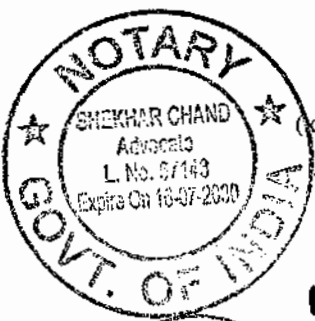
For Mudra RTA Ventures Private Limited

Director/Auth. Signatory



the BRLM to share such report to SEBI within the timelines as specified in the UPI Circulars or as requested by SEBI;

- (viii) on the Bid/ offer Closing Date, after the closure of offer, it shall share the consolidated data with the BRLM in accordance with the UPI Circulars, in order to enable the BRLM to share the consolidated data as on Bid/ offer Closing Date (data obtained on daily basis as specified in Clause 6.3(vi) above to SEBI within the timelines as specified in the UPI Circulars or as requested by SEBI;
- (ix) it shall ensure that reconciliation steps to be done on daily basis (for UPI Mandate Requests) is strictly adhered to in accordance with the UPI Circulars;
- (x) it shall, on the next Working Day after the Bid/ offer Closing Date and not later than such time as specified under the UPI Circulars, after the closure of modification and mandate acceptance by Bidders, share the final consolidated data in accordance with the UPI Circulars and the error description analysis report (if received from NPCI) with the BRLM in order to enable the BRLM to share such report to SEBI within the timelines as specified in the UPI Circulars or as requested by SEBI;
- (xi) it shall in coordination with NPCI, share the data points set out in Annexure B of the SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, with the Registrar to the Offer;
- (xii) it shall initiate UPI Mandate Requests for blocking of funds equivalent to the application amount, through NPCI, with their respective bank accounts basis the Bid details shared by the Stock Exchange on a continuous basis, within the Bid/ offer Period. It shall ensure that intimation of such request is received by the Retail Individual Bidders at its contact details associated with its UPI ID linked bank account. It shall also be responsible for initiating the mandate request in the mobile application for Bids through UPI Mechanism and a new mandate request in case of revision of Bid by the Retail Individual Bidders through UPI Mechanism;
- (xiii) it shall share on a continuous basis the information regarding the status of the UPI Mandate Requests with the Stock Exchange;
- (xiv) on the next Working Day after the Bid/ offer Closing Date, it will initiate request for blocking of funds to the Retail Individual Bidders, with confirmation cut-off time of 12.00 pm or such other time as may be prescribed under the UPI Circulars. All pending requests at the cut-off time will lapse;
- (xv) it shall, in case of revision of Bid, ensure that revised mandate request is sent to the Retail Individual Bidders;
- (xvi) upon receipt of the UPI Mandate Request by the Bidder in their relevant mobile application, it will co-ordinate with NPCI with whom the Retail Individual Bidder's bank account is held to confirm the status of the blocking of funds in the Retail Individual Bidder's bank account linked with their UPI ID;
- (xvii) the Sponsor Bank shall send the final certificate (reconciliation file) (confirmation of funds blocked) to the Registrar to the Offer (which shall include UPI linked bank account details of the Retail Individual Bidders through the Stock Exchange, no later than 6:00 p.m. I.S.T. of the next Working Day after the Bid/ offer Closing Date or within the time as may be prescribed under the UPI Circulars;
- (xviii) after the approval of the Basis of Allotment by the Designated Stock Exchange and upon receipt of instructions from the Registrar to the Offer in writing (in the form specified in Annexure H), it will give debit instructions and ensure transfer of funds



For Susan Electricals India Limited

30

Director

For Mudra RTA Ventures Private Limited

Director/Auth. Signatory

