

BANKER TO THE ISSUE AGREEMENT  
AMONGST

**BODHTREE CONSULTING LIMITED**  
("COMPANY")

AND

**AXIS BANK LIMITED**  
(IN ITS CAPACITY AS ALLOTMENT BANK)  
("BANKER TO THE ISSUE")

AND

**BIGSHARE SERVICES PRIVATE LIMITED**  
("REGISTRAR TO THE ISSUE")



Banker to Issue Agreement



For AXIS BANK LTD.  
IMAGE GARDEN BR.  
  
Authorised Signatory

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Phone No:  
Sold To/Issued To:  
Bodhtree Consulting  
For Whom/ID Proof:  
Bigshare Services

SMT. KODALI  
GEETHA RANI  
R.NOB 3 19/122.16742  
BEHIND E SEVA  
YENCAL BAD NAGAR  
HYDERABAD-500038  
TELANGANA  
BODHTREE



JUN-10-2025 20:56:53  
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Agreement  
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3815812 72/2022

This **BANKER TO THE ISSUE AGREEMENT** ("Agreement"), made on this \_\_\_\_\_, 2025, at Hyderabad, Telangana by and among:

**BODHTREE CONSULTING LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Level-2, Wing-A, Melange towers Patrika nagar, Madhapur, Hitech City, Hyderabad-500081, Telangana (hereinafter referred to as the "**Issuer**" or the "**Company**" (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns), of the **FIRST PART**;

**AXIS BANK LIMITED**, (Allotment Bank) a company incorporated under the Indian Companies Act, 1956 and a banking company incorporated under the laws of India, with its registered office at "Trishul" - 3rd floor Opp. Samartheshwar Temple, Near Law Garden, Ellisbridge, Ahmedabad - 380006 and Corporate Office situated at Ground Floor, D.No: 1-98/9/3/23, Samridhi Vasyam, Situated at Madhapur, Hyderabad, Telangana -500081, India and for the purpose of this Agreement acting through its Corporate office situated at Hyderabad in its capacity is referred to as the "**Bank**" or "**Escrow Collection Bank**" or "**Banker to the Issue**", or "**Allotment Bank**"; and "**Refund Bank**" (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns), of the **SECOND PART**;

**BIGSHARE SERVICES PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at, S6-2, 6th Flr, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai - 400093, hereinafter referred to as the "**Registrar**" or "**Registrar to an Issue**", (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the **THIRD PART**.

The Company, the Registrar and the Allotment Bank are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

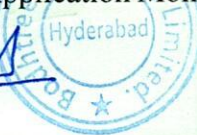
#### WHEREAS

- The Company is proposing to issue Equity Shares of face value of ₹ 10 each (the "**Rights Equity Shares**"), for an amount aggregating upto ₹ 1410 Lakhs, on a rights basis, to Eligible Shareholders (as defined herein below) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") read with the SEBI Rights Issue Circulars and the SEBI Rights Issue Relaxation Circulars and other applicable statutory and/or regulatory requirements ("**Issue**").
- The Issue has been authorized by the resolution passed by the board of directors of the Company ("**Board**") at its meeting held on June 11, 2025.
- The Company has approached and appointed **BIGSHARE SERVICES PRIVATE LIMITED** as the Registrar to the Issue.
- The Company has obtained the in-principle approval from the BSE Limited on \_\_\_\_\_, 2025 ("**BSE**") (the "**Stock Exchange**") for listing of the Rights Equity Shares to be allotted in the Issue.
- Having regard to the need to conclude the process of Allotment (as defined herein below) and listing of the Rights Equity Shares pursuant to the Issue, consistent with the statutory/regulatory requirements, it is required to appoint Banker to the Issue to deal with the collection of Application Monies, and other matters related thereto in relation to the Issue. Accordingly, in order to enable the collection in relation to the Issue and other matters related thereto and for the retention of Application Monies in the Escrow Collection Account received

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*[Signature]*



FOR AXIS BANK LTD.  
IMAGE GARDEN BR.  
*[Signature]*  
Authorised Signatory

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from all Applicants and the transfer of funds from the Escrow Collection Account, the Company, has agreed to appoint Axis Bank as the Allotment Bank as per the terms set out in this Agreement.

- f. In furtherance to the above and at the request of the Company, Axis Bank has agreed to act as the Banker to the Issue, in its capacities, in order to enable the completion of the Issue, and in accordance with the process to be specified in the Letter of Offer and subject to the terms and conditions of this Agreement, to deal with the collection of Application Monies in relation to the Issue;
- g. The duties, responsibilities and liabilities of Banker to the Issue mentioned in this Agreement shall be limited to the operation of the Escrow Collection Account as opened and maintained by Banker to the Issue, in such capacity in accordance with this Agreement, the Letter of Offer and the SEBI (Bankers to an Issue) Regulations, 1994, as amended from time to time along with other roles and responsibilities as may be specified in this Agreement.

**NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants 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**

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

**1.1.1.** “**Affiliates**” with respect to any Party shall mean (a) 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, (b) any other person which is a holding or subsidiary or associate or joint venture of such Party, and/or (c) 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 that 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. In addition, the “Promoter(s)”, the members of the “Promoter Group” and “Group Companies” are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the term “holding Company” “subsidiary” and “Associates” have the meanings set forth in Sections 2(46), 2(87) and 2(6) of the Companies Act, 2013 respectively and (ii) the terms “Promoter”, “Promoter Group” and “Group Companies” shall have the respective meanings set forth in the SEBI ICDR Regulations;

**1.1.2.** “**Agreement**” shall have the meaning ascribed to such term in the preamble to this Agreement;

**1.1.3.** “**Allotment**” or “**Allotted**” shall mean the allotment of Rights Equity Shares to successful Applicants pursuant to the Issue;

**1.1.4.** “**Applicable Law**” shall mean any applicable law, regulation, byelaw, rule, guideline, circular, order, notification, regulatory policy (including any requirement under, or notice of, any regulatory body), listing agreements with the Stock Exchange (as defined hereafter), compulsory guidance, rule, order or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation in any applicable jurisdiction, within or outside India, including any applicable law in any relevant jurisdiction, including the Securities



*[Signature]*

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and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Companies Act (as defined hereinafter) the SEBI ICDR Regulations (as defined hereinafter) read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxations Circular, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Foreign Exchange Management Act, 1999 and rules and regulations thereunder ("FEMA"), and the guidelines, instructions, rules, communications, circulars and regulations issued by the Government of India ("GoI"), the Registrar of Companies (as defined hereinafter), SEBI, RBI (as defined hereinafter), the Stock Exchange or by any other Governmental Authority and similar agreements, rules, regulations, orders and directions in force, whether in India or overseas;

- 1.1.5. **"Applicants" / "investors"** shall mean Eligible Equity Shareholder(s) and/or Renouncee(s) who are entitled to apply or make an application for Allotment of Rights Equity Shares pursuant to the Issue;
- 1.1.6. **"Application"** shall mean an application made during the Issue period, whether through submitting the Application Form or a plain paper application to the Designated Branch of the SCSB or online/ electronic application through the website of the SCSBs;
- 1.1.7. **"Application Form"** shall unless the context otherwise requires, an application form (including online application form available for submission of application at though the website of the SCSBs (if made available by such SCSBs) under the ASBA process) used by an Applicant to make an application for the Allotment of Rights Equity Shares in this Issue;
- 1.1.8. **"Application Money" / "Application Amount"** shall mean the aggregate amount payable at the time of Application in respect of the Rights Equity Shares applied for in this Issue,
- 1.1.9. **"Application Supported by Blocked Amount"/ "ASBA"** shall mean the application (whether physical or electronic) used by an Applicant to make an application authorizing the SCSB to block the Application Money in the ASBA Account of the Applicant, maintained with the SCSB;
- 1.1.10. **"Banker to the Issue"** means Axis Bank Limited, acting as the Allotment Bank;
- 1.1.11. **"Banking Hours"** shall mean time between 10:00 a.m. to 3:30 p.m. on any Business Day.
- 1.1.12. **"Basis of Allotment"** means the basis on which the Rights Equity Shares will be Allotted in the Issue, in consultation with the Designated Stock Exchange, and as detailed in the Letter of Offer;
- 1.1.13. **"BSE"** shall mean BSE Limited;
- 1.1.14. **"Business Day"** shall mean any day, other than second and fourth Saturday and Sunday or public holidays, on which commercial banks in India are open for business;
- 1.1.15. **"Company" or "Issuer"** shall have the meaning ascribed to such term in the preamble to this 'Agreement';
- 1.1.16. **"Companies Act"** shall mean the Companies Act, 2013, and the rules and regulations framed thereunder, each as amended and to the extent notified;
- 1.1.17. **"Company Account"** shall mean the account designated by the Company wherein the Issue Amount lying to the credit of Escrow Collection Account, with respect to successful Applicants, will be transferred on the Transfer Date;



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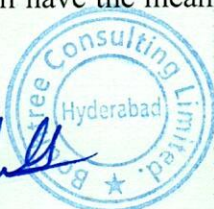
For AXIS BANK LTD.  
IMAGE GARDEN BR.  
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- 1.1.18. **"Designated Branches"** shall mean those branches of the SCSBs which shall collect the Application Form or the plain paper application, as the case may be in physical form;
- 1.1.19. **"Designated Stock Exchange"** shall mean BSE Limited;
- 1.1.20. **"Eligible Shareholder"** shall mean a holder of Equity Shares, as on the Record Date;
- 1.1.21. **"Equity Shares"** shall mean the existing equity shares of the Company having face value of ₹2.00 each;
- 1.1.22. **"FEMA"** shall mean the Foreign Exchange Management Act, 1999, as amended, and the rules and regulations framed hereunder;
- 1.1.23. **"Governmental Authority"** shall include the SEBI, the Stock Exchange, any Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;
- 1.1.24. **"Escrow Collection Account"** shall mean the account opened with Axis Bank in its capacity as the Allotment Bank, into which the Application Money blocked in the ASBA Account with respect to successful Applicants will be transferred on the Transfer Date;
- 1.1.25. **"Issue"** shall have the meaning ascribed to such term in the preamble to this Agreement;
- 1.1.26. **"Issue Amount"** shall refer to the sum total of the Application Money received from the Applicants towards Allotment of the Rights Equity Shares in the Issue;
- 1.1.27. **"Issue Closing Date"** shall mean the date after which the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such 'SCSBs) will not accept any Applications for the Issue, and as intimated by the Issuer to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;
- 1.1.28. **"Issue Documents"** shall mean the Letter of Offer, the Draft Letter of Offer, the Application Form and the Rights Entitlement Letter, if any, together with all amendments, corrigendum, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.29. **"Issue Opening Date"** shall mean the date on which (i) the SCSBs (through its Designated Branches or through the online/electronic application on the website of the SCSBs (if made available by such 'SCSBs) shall start accepting Applications for the Issue, as intimated by the Issuer to the Banker to the Issue and the Registrar in the format as annexed hereto and marked as **Annexure A**;
- 1.1.30. **"Letter of Offer"** shall mean the letter of offer proposed to be filed with the Stock Exchange and SEBI containing inter-alia, the Issue Price, the size of the Issue and certain other Issue related information and shall include the abridged version of the Letter of Offer, and all amendments, corrections, supplements or notices to investors, for use in connection with the Issue;
- 1.1.31. **"RBI"** shall mean the Reserve Bank of India;
- 1.1.32. **"Registrar"** shall have the meaning given to such term in the preamble to this Agreement;



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For AXIS BANK LTD.  
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- 1.1.33. **“Registrar of Companies”/ “RoC”** shall mean the Registrar of Companies, Vijayawada;
- 1.1.34. **“Renouncee(s)”** shall mean any person(s) who, not being the original recipient, has/have acquired the Rights Entitlements, in accordance with the SEBI ICDR Regulations read with the SEBI Rights Issue Circular;
- 1.1.35. **“Rights Entitlements”** shall mean the number of Rights Equity Shares, that an Investor is entitled to, in accordance with the SEBI ICDR Regulations read with the SEBI Rights Issue Circular, in this case being \_\_ (\_\_\_\_\_) Rights Equity Share is entitled for every \_\_ (\_\_\_\_\_) Equity Shares held by an Eligible Shareholder as on the Record Date.
- 1.1.36. **“Right Equity Shares”** shall mean the fully paid-up equity shares of the Company to be Allotted on a rights basis, upon Allotment;
- 1.1.37. **“Self-Certified Syndicate Bank” or “SCSB”** shall mean a self-certified syndicate bank registered with SEBI, which offers the facility of ASBA;
- 1.1.38. **“SEBI”** shall mean the Securities and Exchange Board of India;
- 1.1.39. **“SEBI ICDR Regulations”** shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time, including the relevant circulars notified by SEBI thereunder;
- 1.1.40. **“SEBI Rights Issue Circular”** shall mean the SEBI master circular Number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023
- 1.1.41. **“Stock Exchange”** shall mean BSE Limited.
- 1.1.42. **“Surplus Amount”** shall mean such portion of the Application Money received pursuant to the Issue for which the Rights Equity Shares applied for are not Allotted;
- 1.1.43. **“Transfer Date”** shall mean the date on which the Application Money blocked in the ASBA Accounts will be transferred to the Escrow Collection Account, upon finalization of the Basis of Allotment and as approved by the Designated Stock Exchange; and
- 1.1.44. **“Working Day”** shall have the meaning ascribed to it under Regulation 2(1) (mmm) of the SEBI ICDR Regulations.

## 1.2. Interpretation:

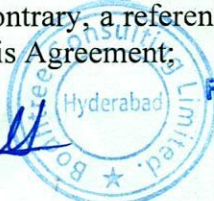
In this Agreement, unless the context otherwise requires:

- 1.2.1. words denoting the singular number shall include the plural and vice versa;
- 1.2.2. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity, whether incorporated or not;
- 1.2.3. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- 1.2.4. references to the word “include” or “including” shall be construed without limitation;
- 1.2.5. references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- 1.2.6. references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- 1.2.7. a reference to a clause, paragraph, recital, preamble or annexure is, unless indicated to the contrary, a reference to a Clause, Paragraph, Recital, Preamble or Annexure of this Agreement;

Banker to Issue Agreement



*[Signature]*



For AXIS BANK LTD.  
IMAGE GARDEN BR.  
*[Signature]*  
Authorised Signatory



- 1.2.8. unless otherwise defined the reference to the word 'days' shall mean calendar days.
- 1.2.9. reference to any other statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted.
- 1.2.10. capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Letter of Offer.

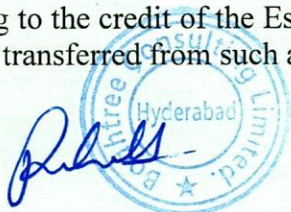
The Parties acknowledge and agree that the Annexures attached hereto form an integral part of this Agreement.

## 2. BANKER TO THE ISSUE AND ESCROW COLLECTION ACCOUNT

- 2.1. At the request of the Company, Banker to the Issue hereby agrees to act as such, in relation to the Issue, and to perform such function/duties and provide such services that a banker to an issue is generally expected to provide, in order to enable the completion of the Issue in accordance with the process specified in the Letter of Offer, this Agreement, the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars and other Applicable Laws. The duties, responsibilities and liabilities of the Banker to the Issue mentioned in this Agreement shall be limited to the account opened and maintained with them, for the Issue, which shall be in accordance with this Agreement and in accordance with the Letter of Offer, the SEBI ICDR Regulations and other Applicable Laws.
- 2.2. Simultaneously with the execution of this Agreement, the Allotment Bank shall establish a 'no-lien' and non-interest-bearing account with itself (hereinafter referred to as the "**Escrow Collection Account**"), which shall be a current account established by the Company to receive the transfer of Application Monies in case of successful Applicants from the ASBA Accounts on the Transfer Date. The Escrow Collection Account shall be designated as "**BODHTREE CONSULTING LIMITED ESCROW COLLECTION ACCOUNT**". The Allotment Bank shall, immediately and no later than one Business Day of the opening of the Escrow Collection Account, intimate the Company, in writing of opening of the Escrow Collection Account, in the manner set forth in **Annexure B**.
- 2.3. The Parties acknowledge and agree that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars, all Investors are required make an Application in the Issue by using the ASBA process.
- 2.4. The Company shall execute all documents and provide further information as may be required by the Banker to the Issue for the establishment of the above account, namely the Escrow Collection Account. The monies lying to the credit of the Escrow Collection Account shall be held by the Banker to the Issue, solely for the benefit of the Beneficiaries, determined in accordance with the terms of this Agreement and Applicable Law. The Banker to the Issue shall neither have any lien, encumbrance or any other right in respect of the amounts standing the credit of the Escrow Collection Account, nor have any right to set off, against such amount, any other amount claimed by any of the Banker to the Issue against the Company or any person, including by reason of non-payment of charges or fees to the Banker to the Issue, as the case may be, for rendering services as agreed under this 'Agreement or for any other reason whatsoever.
- 2.5. The operation of the Escrow Collection Account, by the Allotment Bank, shall be strictly, in accordance with the terms of this Agreement and Applicable Laws. The Escrow Collection Account shall not have cheque drawing facilities. Deposits into or withdrawal and transfers from such account shall be made strictly in accordance with the provisions of this Agreement.
- 2.6. Banker to the Issue hereby agrees, confirms and declares that it does not have (and will not have) any beneficial interest (by whatever name called) of any kind whatsoever on the amounts lying to the credit of the Escrow Collection Account and that such amounts shall be held and transferred from such account in accordance with the provisions of this



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For AXIS BANK LTD.  
IMAGE GARDEN BR.  
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Agreement, the Letter of Offer, Applicable Laws and the instructions Issued in terms thereof by the relevant Party(ies) in accordance with this Agreement.

- 2.7. The Banker to the Issue hereby agrees and confirms that it shall comply, with the terms of this Agreement, the Letter of Offer, and Applicable Laws along with all directives or instructions issued by SEBI or any other regulatory authority, the Company, and the Registrar, in connection with its responsibilities as a Banker to the Issue.
- 2.8. The Banker to the Issue shall be responsible only if it doesn't act in accordance with the instructions received from the Company and the Registrar, unless the said instructions are ambiguous, erroneous and/or tampered/intercepted/modified by a third party or causes and conditions beyond the control of the Banker to Issue and/or wrongly provided by the Company and the Registrar.

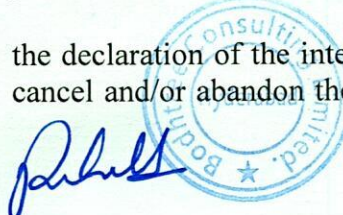
### 3. OPERATION OF THE ESCROW COLLECTION ACCOUNT

#### 3.1. Withdrawals and/or Application of Application Monies credited to the Escrow Collection Account

- 3.1.1. Banker to the Issue agrees and acknowledges that, in terms of Regulation 76 of the SEBI ICDR Regulations read with the SEBI Rights Issue Circular and the SEBI Rights Issue Relaxation Circulars and the Letter of Offer, all Investors are required to make an Application in the Issue by either using the ASBA process facility. Further, Banker to the Issue confirms that it shall not accept any Application Form from any Applicant in the Issue, except in its capacity as an SCSB. Banker to the Issue shall strictly follow the instructions of the Registrar in this regard.
- 3.1.2. In the event of any inadvertent error in calculation of any amount to be transferred to the Escrow Collection Account, the Company and the Registrar jointly, may pursuant to an intimation in writing to the Banker to the Issue, as necessary, from the registered mail Id, provide revised instructions to the Banker to the Issue, as applicable, to transfer the specified amounts to Escrow Collection Account, as the case may be, provided that such revised instructions shall be issued promptly by the Company or the Registrar upon becoming aware of such error having occurred (or erroneous instruction having been delivered). On the issuance of revised instructions as per this Clause, the erroneous instruction(s) previously issued in this regard to the Banker to the Issue, as applicable, shall stand cancelled and superseded by the revised instructions as per this Clause, without any further act, intimation or instruction being required from or by any Party, and the obligations and responsibilities of the respective Parties in this regard shall be construed with reference to the revised instructions so delivered by Registrar and the Company in terms of this Clause.

#### 3.1.3. Failure of the Issue

- a) The Issue 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 Applications cannot start on the dates mentioned in the Letter of Offer (including any revisions thereof) or the Issue not opening on the Issue Opening Date or any other revised date agreed between the Parties for any reason; or
  - (ii) the Issue shall have become illegal or non-compliant with Applicable Law or shall have been enjoined or prevented from completion, or otherwise rendered in fructuous or unenforceable, including pursuant to Applicable Law or any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Issue; or
  - (iii) the declaration of the intention of the Company, to withdraw and/or cancel and/or abandon the Issue at any time after the Issue Opening



AXIS BANK LTD.  
IMAGE GARDEN BR.  
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Date but prior to the Transfer Date, subject to compliance with the SEBI ICDR Regulations and circulars issued thereunder; or

- (iv) non-receipt of any requisite regulatory approval in relation to the Issue, in a timely manner or at all, in accordance with the Applicable Laws or at all, including the refusal by a Stock Exchange to grant the final listing and trading approval or non-disposition of an application for a listing and trading approval by a Stock Exchange within the period specified under Applicable Laws; or
  - (v) such other event as may be agreed upon, in writing, by the Company.
- b) The Company shall, on becoming aware of an event specified in Clause 3.1.3 or following receipt of the relevant information regarding such event, jointly by the Company and the Registrar, intimate in writing to the Banker to the Issue and the Registrar of the occurrence of any event specified in Clause 3.1.3, in the manner as set forth in **Annexure E**.
- c) On receipt of written intimation of the failure of the Issue, jointly, from the Company, the Registrar, shall forthwith, but not later than one (1) Business Day following the reconciliation of accounts with the Banker to the Issue, provide, the SCSBs, the Banker to the Issue and the Company (i) a list of Beneficiaries and the amounts to be refunded to such Beneficiaries; and (ii) a list of Applicants for unblocking of the Application Monies in the relevant ASBA Accounts. The Registrar agrees to be bound by any instructions from the Company and agrees to render all requisite cooperation and assistance in this regard.
- d) **The Company, jointly, along with the Registrar shall, on receipt of information as specified in Clause 3.1.3, issue instructions, as applicable** (i) to the SCSBs to unblock all the Application Monies, blocked in the ASBA Accounts of the Applicants; (ii) in the event the Application Monies have been transferred to the Escrow Collection Account, prior to the 'occurrence of an event of failure of the Issue, to the Banker to the Issue along with the Registrar, in the manner set forth in **Annexure G** for transferring the Application Monies standing to the credit of the Escrow Collection Account maintained with the Allotment Bank.
- e) Banker to the Issue shall be discharged of its legal obligations under this Agreement only if it has acted in a bona-fide manner and in good faith in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws. In the event that the Banker to the Issue causes delay in the implementation of any instructions or the performance of its respective obligations set forth in this Agreement, it shall be liable for such damages as may be incurred or claimed against any Party and for any costs, charges and expenses resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company and/or the Registrar by any Applicant or any other Party or any fine or penalty imposed by any Governmental Authority provided such claims, charges and expenses is attributable on account willful negligence or gross misconduct by the Banker to the Issue.

#### 3.1.4. Events other than failure of the Issue

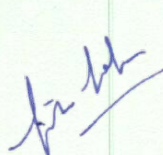
In the event the Issue is not completed in the manner described in the Letter of Offer, the SEBI ICDR Regulations and any other Applicable Law after the funds are transferred to the Escrow Collection Account, the Company shall, as provided in **Annexure F**, intimate the Banker to the Issue and the Registrar in writing and Banker to the Issue shall, forthwith but not later than one (1) Business Day from the receipt of instructions in this respect, ensure that such funds are transferred from the Escrow Collection Account to all Beneficiaries in



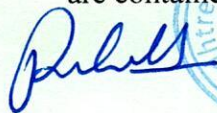
accordance with the Applicable Law as per the modes specified in the Letter of Offer.

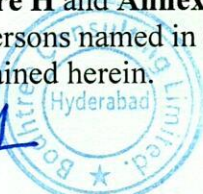
### 3.1.5. Completion of the Issue

- a) The Company shall, after the filing of the Letter of Offer with the Designated Stock Exchange, intimate in writing in the prescribed format (specified in **Annexure A** hereto), the Issue Opening Date and the Issue Closing Date to the Banker to the Issue and the Registrar, at least 1 (one) Business Day prior to such Issue Opening Date and Issue Closing Date respectively. In case the Issue is extended by the Company, the Company shall communicate such extension and new issue closing date before the original Issue Closing Date, to the Banker to the Issue.
- b) On the finalization of the Basis of Allotment, as approved by the Designated Stock Exchange, the Company shall, in writing in the prescribed format (specified in **Annexure H** hereto), intimate to the Banker to the issue, the details of the Company Account to which the Application Money lying to the credit of the Escrow Collection Account, with respect to successful Applicants, shall be transferred to, post receipt of the final listing and trading approvals. All Application Monies blocked under the ASBA process shall also get credited to the Escrow Collection Account on the Transfer Date.
- c) Notwithstanding anything stated in this Agreement, in respect of the amounts lying to the credit of the Escrow Collection Account, the following specific provisions shall be applicable:
  - (i) The Company agrees to retain requisite amount towards preliminary Issue expenses, including, without limitation, advisory fees and other issue expenses payable by the Company, in the Escrow Collection Account until such time as the Issuer instructs the Banker to the Issue, as per **Annexure C**, with a copy to the Company and the Registrar.
  - (ii) The Issuer shall, following the receipt of the listing and trading approvals, provide the Banker to the Issue, in the prescribed form (specified in **Annexure C** hereto), instructions stating the details of the payment towards the amount representing the Issue related expenses payable by the Company to various intermediaries (as applicable), with a copy to the Company and the Registrar. The instructions in form of **Annexure C** issued by Issuer shall be binding on the Allotment Bank, irrespective of any contrary claim or instructions from any Party, including the Company. This provision is an irrevocable instruction from the Issuer to the Banker to the Issue, to debit the Escrow Collection Account, as per the details contained in **Annexure C**.
  - (iii) The Company along with a copy to the Registrar, shall give specific joint instructions to the Allotment Bank, as per **Annexure H** along with a copy of the listing and trading approvals from the Stock Exchange, to release and transfer the balance monies (post deduction of the Issue expenses) lying to the credit of the Escrow Collection Account to the 'Company Account'. The instructions in form of **Annexure H** issued by the Company (with a copy to the Registrar) shall be binding on the Banker to the Issue irrespective of any contrary claim or instructions from any Party. This provision is an irrevocable instruction from the Company, to the Banker to the Issue, to debit the Escrow Collection Account as per the details contained in **Annexure H**, the written instructions as per **Annexure H** and **Annexure H** shall be valid instructions if signed by the persons named in Clause 20 and whose specimen signatures are contained herein.

  
Banker to Issue Agreement







For AXIS BANK LTD.  
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- (iv) Following the payment of all amounts as specified in **Annexure C** and **Annexure D**, the Company shall have full recourse to any balance amounts remaining in the Escrow Collection Account.

### 3.1.6. Escrow Collection Account

- a) **The Escrow Collection Account shall be operated as per the written instructions of the Company including for transferring the Issue Amount to the Company Account/Monitoring Account** and for payment of Issue expenses (as mentioned in the Letter of Offer) and in accordance with this Agreement.
- b) The Allotment Bank shall transfer the funds lying to the credit of the Escrow Collection Account less the Issue expenses, as per **Annexure C** to the Company Account, immediately upon receipt of written joint instructions from the Company and the Registrar enclosed with the listing and trading approval of the Stock Exchange.

### 3.2. Closure of the Escrow Collection Account

- 3.2.1. The Allotment Bank shall take all necessary steps to ensure closure of the Escrow Collection Account, once all monies in the Escrow Collection Account are transferred in accordance with Clause **3.1.6(b)**, as applicable, into the Company Account, as applicable and after receiving account closure letter from the Company with a copy to the Registrar, as per **Annexure F** in accordance with the terms of this Agreement.
- 3.2.2. Banker to the Issue agrees that prior to closure of the Escrow Collection Account, it shall intimate the Company that there is no balance lying credit of the Escrow Collection Account and shall provide a complete and accurate statement of accounts in relation to deposit and transfer of funds from the Escrow Collection Account to the Company. Within two (2) Working Days of closure of the Escrow Collection Account, Banker to the Issue shall, as applicable, provide confirmation of the closure of such accounts to the Company. The Company shall cooperate with the Banker to the Issue to ensure such closure of the Escrow Collection Account.
- 3.3. Banker to the Issue shall act promptly on the receipt of such information/instruction as specified and within the time periods specified in this Agreement. Banker to the Issue shall undertake all of its legal obligations under this Agreement in accordance with the terms of this Agreement and Applicable Laws. In the event that any of the Banker to the Issue cause unreasonable delay or fail in the implementation of any such instructions or the performance of their respective obligations set forth herein, such Banker to the Issue shall be liable for such damages as may be decided by the arbitrator in the proceedings as per Clause 13 of this Agreement and for any costs, charges and expenses resulting from such delay or in relation to any claim, demand, suit or other proceeding instituted against the Company, the Registrar by any Applicant or any other Party or any fine or penalty imposed by any Governmental Authority.
- 3.4. Any act done by the Banker to the Issue shall be done only on a Business Day, during banking Business Hours, India and in the event that any day on which the Banker to the Issue is required to do an act, under the terms of this Agreement, is a day on which banking business is not, or cannot for any reason be conducted, then the Banker to the Issue shall do those acts on the next succeeding Business Day.

## 4. DUTIES OF THE REGISTRAR

- 4.1. The Parties hereto agree that the duties and responsibilities of the Registrar, shall include, without limitation, the following and the Registrar shall at all times carry out its obligations hereunder diligently and in good faith. The Registrar will coordinate with all

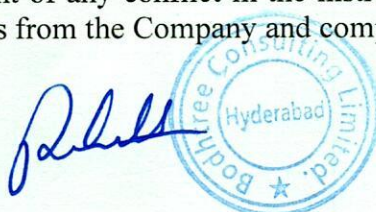


the concerned Parties to provide necessary information to the Banker to the Issue and the SCSBs.

- 4.2. The Registrar shall comply with the provisions of the SEBI ICDR Regulations, to the extent applicable, SEBI Rights Issue Circular No. CIR/CFD/POLICYCELL/11/2015, dated November 10, 2015 and other applicable circulars issued by SEBI in this regard.
- 4.3. The Registrar shall maintain accurately and provide to the Issuer, such records promptly upon request, at all times the electronic records relating to the Issue, and the Application Form and Applications on plain paper received from the SCSBs and the schedule provided by the SCSBs relating to Applications, without limitation, the following:
- 4.3.1. the applications received from the SCSBs and all information incidental thereto in respect of the Issue and tally the same with the relevant schedules provided by the SCSBs, as the case may be;
  - 4.3.2. particulars relating to the allocation / allotment of the Rights Equity Shares for the Issue;
  - 4.3.3. particulars relating to the monies to be transferred to the Escrow Collection Account and the Company Account, as applicable, and the refunds to be made to the Applicants in accordance with the terms of this Agreement, the Letter of Offer and Applicable Laws;
  - 4.3.4. details of all Applications rejected by the Registrar in accordance with the Letter of Offer and particulars of duplicate Applications submitted by Applicants (determined on the basis of common DP ID/ Client ID and PAN number) and rejected by the Registrar;
  - 4.3.5. all correspondence with the issuer, Designated Intermediaries and Governmental Authorities, in relation to the Issue;
  - 4.3.6. particulars relating to Allottees.
- 4.4. The Registrar shall provide in a timely manner, including as required under the SEBI ICDR Regulations, all accurate information to be provided by it under this Agreement, to ensure approval of the Basis of Allotment by the Designated Stock Exchange, Allotment of the Rights Equity Shares all within 1 (one) Business Day from approval of the Basis of Allotment, and extend all support in obtaining the final listing and trading approval of the Rights Equity Shares within 2 (two) Business Days from the approval of the Basis of Allotment by the Designated Stock Exchange.
- 4.5. The Registrar shall be solely responsible and liable for any delays in supplying accurate information or for supplying Applicants with false / misleading information or for failure to perform its duties, obligations and responsibilities as set out in this Agreement and shall keep other Parties hereto indemnified against any costs, charges and expenses or losses resulting, directly or indirectly, from such delay or default in relation to any claim, demand suit or other proceeding instituted by any Applicant or any other party or any fine or penalty imposed by SEBI or any other regulatory authority provided however, that the Registrar shall not be responsible for any of the foregoing resulting from a failure of any other Party in performing its duties under this Agreement.
- 4.6. The Registrar shall be responsible for addressing all investor complaints or grievances relating to the Issue.
- 4.7. The Registrar shall use its best efforts while processing all electronic 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 Draft Letter of Offer / Letter of Offer, or for any other reasons that comes to the knowledge of the Registrar
- 4.8. The Registrar shall act in accordance with the instructions of the Company, the Banker to the Issue and applicable provisions of SEBI ICDR Regulations and other Applicable Laws. In the event of any conflict in the instructions provided to the Registrar, it shall seek clarifications from the Company and comply with the instructions of the Company.



Banker to Issue Agreement



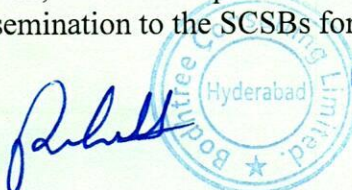
For AXIS BANK LTD.  
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- 4.9. The Registrar shall be solely responsible for prompt and accurate uploading of Applications for credit of the Rights Equity Shares into the relevant dematerialized accounts of the successful Applicants based on the approved Basis of Allotment by the Designated Stock Exchange.
- 4.10. The Registrar shall ensure that letters, certifications and schedules, including final certificates, received from SCSBs and/or the Banker to the Issue are valid and are received within the timelines specified under Applicable Law and the Company. The Registrar shall also be responsible for providing instructions for the amount to be transferred by SCSBs from the respective ASBA Accounts to the Escrow Collection Account and the amount to be unblocked by SCSBs in the ASBA accounts, as applicable,
- 4.11. The Registrar shall be solely responsible and liable for any losses to other Parties caused by, arising out of, or resulting from or in connection with any failure to perform its duties and responsibilities as set out in this Agreement and any other document detailing the duties and responsibilities of the Registrar related to the Issue.
- 4.12. Without prejudice to the generality of the foregoing, the Registrar shall be responsible for:
- 4.12.1. any delay, default, deficiency or failure by the Registrar in performing its duties and responsibilities under this Agreement and any other document detailing the duties and responsibilities of the Registrar.
  - 4.12.2. rejection due to incorrect bank/branch, account details, and non-furnishing of information of the Applicant available with Registrar;
  - 4.12.3. any claim made or issue raised by any Applicant or other third party concerning the amount, non- delivery, fraudulent encashment or any other matters related to payments or the service provided by the Banker to the Issue hereunder; and/or
  - 4.12.4. failure by the Registrar to substantially perform any of its obligation under this Agreement or otherwise;
- which may result in a loss, liability claim, action, cause of action, suit, lawsuit, demand, damage, cost, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees, and investigation costs) against the Banker to the Issue or any other Parties.
- 4.13. The Registrar shall indemnify and fully hold harmless the other Parties hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or wilful default, as may be finally judicially determined, of any other Party in performing its duties under this Agreement.
- 4.14. The Registrar agrees that, upon expiry/termination of this Agreement, it shall (i) immediately destroy or deliver to the Banker to the Issue, without retaining any copies in either case, all property of the Banker to the Issue and materials related to the, all documents and any/all data which is in the possession/custody/control of the Registrar, and (ii) confirm in writing to the Banker to the Issue that it has duly destroyed and/or returned all such property and materials in accordance this Agreement.
- 4.15. The Registrar shall obtain the electronic application details from the Stock Exchange on T+1 from the Issue Closing Date for further validation with Depositories to check for mismatch of records, and ensure publication of the same on the websites of the Stock Exchange for dissemination to the SCSBs for the rectification and validation process.



Banker to Issue Agreement



For AXIS BANK LTD.  
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- 4.16. The Registrar will coordinate with all the concerned parties to provide necessary information to the Banker to the Issue.

## 5. DUTIES AND RESPONSIBILITIES OF THE BANKER TO THE ISSUE

- 5.1. The Parties hereto agree that the duties and responsibilities of the Banker to the Issue shall include, inter- alia, the following
- 5.1.1. The Banker to the Issue shall at all times carry out its obligations hereunder faith and in accordance with the terms of this Agreement;
  - 5.1.2. Banker to the Issue, must, as applicable in relation to account opened with it, accurately maintain at all times during the term of this Agreement the verifiable electronic and physical records relating to deposit of funds to the Escrow Collection Account;
  - 5.1.3. The Banker to the Issue shall continue to hold Application Monies, in the Escrow Collection Account, for and on behalf of the Company until the written instructions are given by the Company and shall transfer the requisite funds in to the Company Account within 1 (one) Business Day of receipt of such instructions;
  - 5.1.4. Banker to the Issue shall deliver the details of fund received pursuant to the Issue, not later than one (1) Working Day after the Issue Closing Date, to the Issuer, or till such other date as may be communicated to them by the Issuer; Intimation of the details as mentioned above will be in the form of view access provided to the Issuer and the Registrar.
  - 5.1.5. The Banker to the Issue shall provide to the Registrar and the Company an updated bank account statement for the Escrow Collection Account, upon request and view access to have access to the said details whenever required. The said statement shall also be provided by the Banker to the Issue after every transfer made into/from the said the Escrow Collection Account;
  - 5.1.6. The Banker to the Issue, in its capacities, shall also perform all the duties enumerated in its letter of engagement. In the event of any conflict between the provisions of the letter of engagement of each Banker to the Issue and the provisions of this Agreement, the provisions of this Agreement shall prevail;
  - 5.1.7. Banker to the Issue shall not exercise any encumbrances or lien over the monies deposited in any of the accounts opened and maintained with them in relation to the Issue, and shall hold the monies therein for the benefit of the Beneficiaries, in terms of this Agreement;
  - 5.1.8. Banker to the Issue shall cooperate with each Party in addressing investor complaints and in particular, with reference to steps taken to redress investor complaints,
- 5.2. Banker to the Issue shall be solely responsible for the collection and the investor grievances arising in connection with the collection/refunds, as applicable to Banker to the Issue; and the Registrar shall be responsible for the rejection of the Applications and the investor grievance arising in connection with rejection and due validation of the Applications.
- 5.3. Save and except for the terms and conditions of this Agreement and the Letter of Offer, Banker to the Issue shall not be bound by the provisions of any other agreement or arrangement among the other Parties to this Agreement, to which Banker to the Issue is not a party.
- 5.4. In the event of any conflicting instructions received from the Issuer and/or the Registrar, the Banker to the Issue will act on the instructions received from the Issuer.

Banker to Issue Agreement



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- 5.5. The Banker to the Issue shall be entitled to rely and act upon the facsimile and/or email instructions received from the Issuer presume that any person sending a facsimile on behalf of the Issuer is duly authorized to do so, and that any instructions contained in such email/facsimile are genuine.
- 5.6. Banker to the Issue shall act promptly on the receipt of relevant information/instruction within the time periods specified in this Agreement.
- 5.7. Banker to the Issue hereby represents that it has the necessary competence, facilities and infrastructure to act as a banker to an issue as the case may be and discharge its duties and obligations under this Agreement.
- 5.8. The responsibility of the Banker to the Issue to release the amount lying to the credit of the Escrow Collection Account, under this Agreement shall not be affected, varied or prevented by any underlying dispute between the other Parties pending before any government authority, including SEBI and the courts of competent jurisdiction in India, unless there is a specific order from such Government Authority, including SEBI and the courts of competent jurisdiction in India, to that effect and the same has come to the knowledge of the Banker to the Issue.
- 5.9. Banker to the Issue shall, as applicable to Banker to the Issue, take necessary steps to ensure closure of the Escrow Collection Account (once all monies are transferred into the Company Account from the Escrow Collection Account).

## 6. DUTIES AND RESPONSIBILITIES OF THE COMPANY

- 6.1. The Parties hereto agree that the duties of the Company shall be as set out below:
  - 6.1.1. The Company shall, in accordance with this Agreement, ensure the timely delivery of all requisite instructions to Banker to the Issue, as applicable,
  - 6.1.2. The Company shall ensure that the Registrar addresses all investor complaints or grievances arising out of any Application and the Company shall provide requisite cooperation for redressal of such investor complaint(s), if any, prior to receipt of listing and trading approval from the Stock Exchange.

## 7. TIME IS OF THE ESSENCE

The Parties hereto agree that time shall be of the essence in respect of the performance by each of the Company, Banker to the Issue and the Registrar of their respective duties, obligations and responsibilities under or pursuant to this Agreement.

## 8. REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS

- 8.1. The Company hereby represents, warrants, covenants and undertakes to the Parties that
  - 8.1.1. this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof; and
  - 8.1.2. the execution, delivery and performance of this Agreement by the Issuer has been duly authorized and does not and will not contravene any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which the Company is a party or which is binding on the Company or any of its assets;
  - 8.1.3. no mortgage, pledge, lien, trust, charge, security interest or other encumbrance shall be created or exist over the Escrow Collection Account or over the monies deposited therein; and
  - 8.1.4. The Company shall not have recourse to any proceeds of the Issue, including any amounts in the Escrow Collection Account, until the final listing and trading approvals from the Stock Exchange have been obtained.





**8.2.** Banker to the Issue, represents, warrants, undertakes and covenants to the other Parties that:

- 8.2.1.** this Agreement constitutes a valid, legal, and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- 8.2.2.** the execution and delivery of this Agreement has been duly authorized and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgement, decree, or order of any government authority; (b) the organizational documents of the Bank or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on such Party and or any of its assets;
- 8.2.3.** no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Escrow Collection Account, or the monies deposited therein, as applicable to the Banker to the Issue;
- 8.2.4.** it has the necessary competence, facilities and infrastructure (including technology, security and business continuity processes) to act as Banker to the Issue and discharge its duties and obligation under this Agreement, including infrastructure required for receipt of Application Money the ASBA Accounts of the Applicants, in connection with the Issue, as applicable;
- 8.2.5.** SEBI has granted the Banker to the Issue a certificate of registration to act as Banker to the Issue in accordance with the SEBI (Bankers to an Issue) Regulation, 1994 as amended, and such Certificate is, and until completion of this Issue, will be, valid and the Banker to the Issue would be entitled to carry on business as banker to the issue, until such period under all Applicable Laws;
- 8.2.6.** It has not violated any of the conditions subject to which the SEBI registration has been granted and no disciplinary or other proceedings have been commenced against it by SEBI and that it is not debarred or suspended from carrying on such activities by SEBI; and
- 8.2.7.** It shall abide by all Applicable Laws, including the code of conduct stipulated in the SEBI (Bankers to an Issue) Regulations, 1994 and the terms and conditions of this Agreement.

**8.3.** The Registrar to the Issue represents, warrants, covenants and undertakes that:

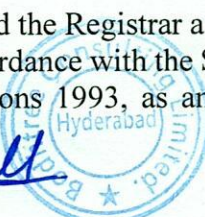
- 8.3.1.** this Agreement constitutes a valid, legal and binding legal obligation on its part and is enforceable against it in accordance with the terms hereof;
- 8.3.2.** the execution and delivery of this Agreement has been duly authorized and will not contravene any provisions of, or constitute a default under; (a) any law, regulation, judgment, decree, or order of any government authority; (b) the organizational documents of the Registrar or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it and or any of its assets;
- 8.3.3.** no mortgage, pledge, lien, trust, charge, security, interest or other encumbrance shall be created or exist over the Escrow Collection Account, or the monies deposited therein;
- 8.3.4.** it has the necessary competence, facilities and infrastructure to act as the Registrar to the Issue and discharge its duties and obligations under this Agreement; and

**8.3.5.** SEBI has granted the Registrar a certificate of registration to act as Registrar to the Issue in accordance with the SEBI (Registrar to an Issue and Share Transfer Agent) Regulations 1993, as amended, and such certificate is and until the



Banker to Issue Agreement

*[Signature]*



FOR AXIS BANK LTD.  
IMAGE GARDEN BR.  
*[Signature]*  
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completion of this Issue, will be valid. the Registrar to the Issue would be entitled to carry on business as registrar to an issue, until such period under all Applicable Laws,

## 9. TERM AND TERMINATION

### 9.1. Term

9.1.1. Subject to the termination of this Agreement in accordance with Clause 9.2 of this Agreement, the provisions of this Agreement shall come to an end only upon full performance of the obligations by the Banker to the Issue, in their respective capacities as such, in the following circumstances:

9.1.1.1. In case of the completion of the Issue, when the amounts are transferred to the Escrow Collection Account and instructions have been issued under Clause 3.1.5, notwithstanding the termination of this Agreement, (i) the Banker to the Issue in co-ordination with the Registrar shall complete the reconciliation of accounts and give the satisfactory confirmation in that respect to the Issuer in accordance with Applicable Laws and terms and conditions of this Agreement; and (ii) the Banker to the Issue shall discharge their duties as specified under this Agreement, the Letter of Offer and Applicable Laws.

### 9.2. Termination

9.2.1. This Agreement may be terminated by the Company, in the event of gross negligence or willful misconduct or fraud or willful default on the part of the Banker to the Issue. Such termination shall be operative only in the event that the Company, simultaneously appoints a substitute banker to the issue of equivalent standing, and the new banker to the issue shall agree to terms, conditions and obligations similar to the provisions hereof. Banker to the Issue shall continue to be severally liable for all actions or omissions on its part, prior to such termination and the duties and obligations contained herein till the appointment of a substitute banker to the issue and the transfer of the Issue Amount or other monies lying to the credit of the Escrow Collection Account to the credit of the substitute banker to the issue upon joint written instruction from Issuer and the Registrar and thereafter the Banker to the Issue in questions shall stand discharged/released from all of its obligations under this Agreement. Such termination shall be effected by prior written notice of not less than 15 (fifteen) days to either of the Banker to the Issue, and shall come into effect only on the transfer of the amounts standing to the credit of the Escrow Collection Account, as applicable, to the substitute banker to the issue. The substitute banker to the issue shall enter into an agreement substantially in the form of this Agreement with the Company, the Registrar and the Banker to the Issue. For the avoidance of doubt, under no circumstances, shall the Company be entitled to the receipt of or benefit of the amounts lying in the Escrow Collection Account except in accordance with provisions of this Agreement. The Company may appoint a new banker to the issue as a substitute for the retiring Banker to the Issue within 5 (five) Business Days of the termination of this Agreement as aforesaid.

9.2.2. This Agreement may not be terminated by the Banker to the Issue, from the date of this, 'Agreement till 30 (thirty) Calendar Days ("Freeze Period") post the Issue Closing Date. After Freeze Period, the Parties to this Agreement shall be entitled to terminate this Agreement and/or resign from their obligations under this Agreement. Such termination/ resignation shall be affected by prior written notice to all the other Parties of not less than 30 (thirty) Business Days. The Company, shall within the notice period, appoint substitute Banker to the Issue to perform the functions of the Banker to the Issue. This substitute Banker to the Issue shall enter into an agreement with the Company and the Registrar agreeing 'to be bound by the terms, conditions and obligations herein. At the end of the notice period, in the situation that





the Company has not appointed substitute Banker to the Issue, the retiring Banker to the Issue(s) shall, transfer the amount/s lying in the Escrow Collection Account, as applicable, to such account as may be designated by the Parties, and the retiring Banker to the Issue shall stand discharged / released from all its obligations under this Agreement, However, the terminating/resigning Banker to the Issue shall continue to be liable for any and all of its actions and omissions prior to such termination/resignation.

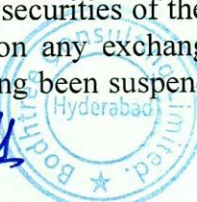
**9.2.3.** The Registrar may terminate this Agreement only with the prior written consent of all other Parties to this Agreement.

**9.2.4.** Notwithstanding anything contained in this Agreement, Issuer shall have the option, to be exercised in the sole discretion of the Issuer and to be exercised at any time until the allotment of the Rights Equity Shares, of termination of this Agreement under any or all of the following circumstances:

- a) (i) there shall have been any breach by the Company of, or any event rendering untrue or incorrect or misleading in any respect, any of the representation or warranties contained herein or any failure to perform any of the Company's undertakings or agreements in this Agreement or the Engagement Letter which is, in the opinion of the Issuer, materially adverse in the context of the Issue or the allotment of the Rights Equity Shares pursuant to the Issue; (ii) or if there is any non-compliance by the Company of: (A) applicable laws and regulations related to the Issue, or (B) applicable laws and regulations related to its business and operations and such non-compliance, either singly or in the aggregate results in a material adverse effect; or (iii) all corporate and regulatory approvals and lender consents required to be obtained by the Company for the Issue prior to the Transfer Date, have not been obtained by the Company as of the dates on which such corporate and regulatory approvals and lender consents are required to be obtained; or
- b) there shall have occurred, in the sole opinion of the Issuer, any material adverse change, or in the sole opinion of the Issuer any material adverse development involving a prospective material adverse change, Any material adverse change in the financial markets in India, the UK, USA or the international financial markets, any outbreak of hostilities (including terrorism) or escalation thereof or any calamity or crisis or any other change or development involving a prospective change in India, the UK, USA or Indian or international political, financial or economic conditions (including the imposition of or a change in exchange controls or a change in currency exchange rates) in each case the effect of which event, singularly or together with any other such event, is such as to make it, in the sole judgment of the Issuer impracticable or inadvisable to market the Rights Equity Shares on the terms and in the manner contemplated in the Issue Documents; or
- c) there shall have occurred any regulatory change, or any development involving a prospective regulatory change (including, but not limited to, a change in the regulatory environment in which the Company operate or a change in the regulations and guidelines governing the terms of this Issue) or any order or directive from SEBI, RoC, Stock Exchange or any other Indian Governmental Authority or any downgrade in any existing rating that, in the sole judgment of the Issuer, are material and adverse and that makes it, in the sole judgment of the Issuer, impracticable to market the Rights Equity Shares or to enforce contracts for the sale of the Rights Equity Shares on the terms and in the manner contemplated in the issue Documents; or
- d) trading in any securities of the Company has been suspended or limited by the SEBI on any exchange or over-the-counter market or trading generally having been suspended or materially limited on or by any of



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For AXIS BANK LIMITED  
IMAGE GARDEN BR.

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the Stock Exchange or minimum or maximum prices for trading have been fixed by the Stock Exchange or any other applicable governmental or regulatory authority or a material disruption has occurred in commercial banking, securities settlement or clearance services; or

- e) A general moratorium on commercial banking activities have been declared by either Indian, United Kingdom, the European Union, Singapore, Hong Kong or United States Federal or New York State authorities; or
- f) There shall have occurred any Material Adverse Effect which in the sole judgment of the Issuer makes it, impracticable to market the Rights Equity Shares or to enforce contracts for the sale of the Rights Equity Shares on the terms and in the manner contemplated in the Issue Documents.

## 10. CONFIDENTIALITY AND DISCLOSURE

Banker to the Issue and the Registrar shall keep all information relating to this Agreement (including information shared by the Parties during the course of this Agreement) strictly confidential for a period of two (2) years from the end of the Transfer Date or termination of this Agreement, whichever is later and shall not disclose such confidential information to any third party without prior written permission of the other Parties, except where such information is in public domain other than by reason of breach of this Clause or when required by law, regulation or legal process to disclose the same, after intimating the other Parties in writing, and only to the extent required, The terms of this Clause shall survive the termination of this 'Agreement for any reasons whatsoever. Banker to the Issue undertakes that its branch(es) or any Affiliate, to who it discloses information pursuant to this Agreement, shall at all times abide by the confidentiality obligations imposed by this Clause 10.

## 11. NOTICES

11.1. Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by electronic mail (ii) or sent by registered mail, postage prepaid, to the address of the Party specified below. All notices and other communications required or permitted under this Agreement that, are addressed as provided in this Clause 12.1 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received.

*If to the Company*

**BODHTREE CONSULTING LIMITED**

Contact Person: Mr. Prashanth Mitta

Level-2, Wing-A, Melange Towers, Patrikanagar, Madhapur, Hitech City,  
Hyderabad, Telangana, India, 500081.

Tel: +91 9398685803

*If to the Banker to the Issue*

**Axis Bank Limited**

Contact Person: **Hemanth Kumar Abbaraju**

Tel: +91 9985687444

E-mail: [abbaraju.hemanthkumar@axisbank.com](mailto:abbaraju.hemanthkumar@axisbank.com)

**For AXIS BANK LTD.  
IMAGE GARDEN BR.**

*[Signature]*  
**Authorised Signatory**

*If to the Registrar*

Banker to Issue Agreement



**BIGSHARE SERVICES PRIVATE LIMITED**

S6-2, 6<sup>th</sup> Flr, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East) Mumbai – 400093, India

Contact Person: Jibu John

Tel No: +91 22 62638200;

E-mail: [rightsissue@bigshareonline.com](mailto:rightsissue@bigshareonline.com); [Investor@bigshareonline.com](mailto:Investor@bigshareonline.com)

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

**12. GOVERNING LAW AND JURISDICTION**

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 13 below, the courts or tribunals of Telangana, India shall have sole and exclusive jurisdiction, in respect of all disputes, differences, controversies or claims arising out of or relating to this Agreement or the breach, termination or validity thereof.

**13. DISPUTE RESOLUTION**

- 13.1. If any dispute, difference or claim arises between the Parties ("Disputing Parties") hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through amicable negotiations. If the dispute is not resolved through such negotiations within 7 (seven) Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing), then any Disputing Party shall by notice in writing to the other refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The arbitration proceedings shall take place in Telangana and shall be governed by the laws of India. The Parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which it based.

- 13.2. The arbitration shall be conducted as follows:

13.2.1. all proceedings in any such arbitration proceedings shall be conducted in the English language;

13.2.2. all claims, disputes and differences between the Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration at its seat, or legal place, of arbitration which shall be Telangana, India;

13.2.3. the arbitration shall be conducted by a panel of three arbitrators, one to be appointed by the claimant and one to be appointed by the respondent within 15 (fifteen) calendar days of the date of the first claim and/or notice in connection with any alleged dispute and the two arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) calendar days of the appointment of the last of the two aforementioned arbitrators. In the event that the claimant and/or the respondent fails to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The arbitrators so appointed shall have relevant expertise in the area of securities and commercial laws such as laws related to Companies, accounting and finance;

Banker to Issue Agreement



*Signature*

FOR AXIS BANK LTD.  
IMAGE GARDEN BR.  
*Signature*  
Authorised Signatory



- 13.2.4.** The award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction, A person who is not a party to this Agreement shall have no right to enforce any of its terms. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies).
- 13.2.5.** Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the High Court of Telangana shall have sole and exclusive jurisdiction to grant any interim relief in relation to any Dispute under this Agreement;
- 13.2.6.** the arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;
- 13.2.7.** the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
- 13.2.8.** the arbitrators shall issue a written statement of their award detailing the facts and reasons upon which their decision was based; and
- 13.2.9.** In the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within a period of 12 months, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.

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

#### 14. SEVERABILITY

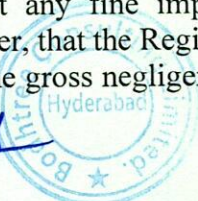
If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

#### 15. INDEMNITY

- 15.1.** The Registrar shall keep the Company indemnified against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure, delay by the Registrar in performing its duties and responsibilities under this Agreement, including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or willful default of any other Party in performing its duties under this Agreement.
- 15.2.** The Registrar undertakes to indemnify and fully hold harmless the other Parties including their respective directors, officers, employees, Affiliates and the directors, officers, employees of such Affiliate hereto against any and all claims, actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any failure by the Registrar in performing its duties and responsibilities under this Agreement executed with the Issuer for the Issue including, without limitation, against any fine imposed by SEBI or any other regulatory authority, provided, however, that the Registrar shall not be responsible for any of the foregoing resulting from the gross negligence or willful default of any other Party in



*[Signature]*



*[Signature]*  
Authorised Signatory



performing its duties under this Agreement which shall be determined by a court of competent jurisdiction.

**15.3.** The Company hereby undertakes to indemnify and hold harmless the other Parties including their respective directors, officers, employees, Affiliates and the directors, officers, employees of such Affiliate from and against any and all claims, actions, cause of actions, suits, lawsuits, demands, damages, costs, claims for fees, charges and expenses (including interest, penalties, attorney's fees, accounting fees, investigation costs, and losses arising from difference or fluctuation in exchange rates of currencies) relating to or resulting from any failure by the Issuer in performing its responsibilities under this Agreement, including against any fine or penalty imposed by SEBI or any other regulatory authority arising out of default attributable to a negligent act or omission by the Issuer provided that the Issuer shall not be responsible for any of the foregoing resulting from the gross negligence or willful default of any other Party in performing its duties under this Agreement which shall be determined by a court of competent jurisdiction.

**15.4.** The Parties acknowledge that the foregoing indemnity shall survive the resignation of the Escrow Bank or the termination of this Agreement.

**15.5. Fax and Email/ ("Platform") Indemnity:**

**15.5.1.** The Registrar/Company hereby requests and authorises the Banker to the Issue to, from time to time (at the Registrars/Company's discretion), to rely upon and act or omit to act in accordance with any directions, Instructions and/or other communication which may, from time to time, be or purport to be given in connection with or in relation to this Agreement, by Platform by Registrar/Company their Authorised Signatories). The Registrar/Company shall indemnify the Banker to Issue against any loss, damages, liability, claim, costs or expense (including legal fees and expenses) whatsoever, it may incur with its acting in accordance with any such notice, demand or other communication.

**15.5.2.** The Registrar/Company acknowledge that: (i) sending information by Platform is not a secure means of sending information; (ii) it is aware of the risks involved in sending Instructions from Platform, including the risk that Platform Instructions may; (a) be fraudulently or mistakenly written, altered or sent; and (b) not be received in whole or in part by the intended recipient.

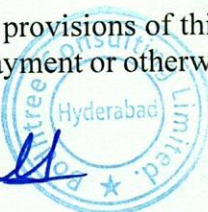
**15.5.3.** Notwithstanding anything contained herein or elsewhere, the Bank to the Issue shall not be bound to act in accordance with the whole or any part of the Instructions or directions contained in any Platform and may, in its sole discretion and exclusive determination, decline or omit to act pursuant to any Instruction, or defer acting in accordance with any Instruction, if the Instructions received by the Banker to the Issue is in the opinion of the Banker to the Issue doubtful or if it conflicts with the provisions of this Agreement, and the same shall be at the Registrar/Company's risk and the Banker to the Issue shall not be liable for the consequences of any such refusal or omission to act or deferment of action. Provided that the Banker to the Issue shall notify the Registrar/Company within 1 (one) Business Day if it decides not to undertake such action based on the Instruction detailing the doubts it has or the reasons as to which such Instruction is conflicting with the provisions of this Agreement, as the case may be.

**15.5.4.** The Banker to the Issue shall not be under any obligation at any time to maintain any special facility for the receipt of any Instructions by way of Platform, or to ensure the continued operations or availability of any such equipment/ technology.

**16. AMBIGUITY**

Without prejudice to the other provisions of this Agreement, none of the Banker to the Issue shall be obliged to make any payment or otherwise to act on any request or instruction notified to it under this Agreement if:





**For AXIS BANK LTD.  
IMAGE GARDEN BR.**  
  
**Authorised Signatory**



- a) any facsimile or any other instructions (in original or otherwise) is illegible, unclear, incomplete, garbled or self-contradictory; or
- b) it is unable to verify any signature on the communication against the specimen signature provided for the relevant authorized signatory by the concerned Party.

In the event when the Banker to the Issue receive an instruction from the Parties and is thereafter unable to act on such instructions due to the causes mentioned in this Clause, the Banker to the Issue, as the case may be, shall immediately bring to the knowledge of the Company and the Registrar, and seek clarifications from the concerned Party and shall act upon such instructions only when all ambiguities have been successfully removed to its satisfaction.

## 17. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, The Parties may not, without the prior written consent of the other Parties, assign or transfer any of their respective rights or obligations under this Agreement to any other person provided however, that the Issuer may assign or transfer any of its rights or obligations under this Agreement to an Affiliate without the consent of the Parties, Such assignment by a Issuer to an Affiliate shall be communicated to the Banker to the Issue within three (3) Working Days. Any such person to whom such assignment or transfer has been duly and validly effected shall be referred to as a permitted assign.

## 18. AMENDMENT

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties to this Agreement.

## 19. COUNTERPARTS

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

## 20. AUTHORISED SIGNATORIES

The specimen signature of the Company for the purpose of instructions to the Banker to the Issue, as provided here in as Schedule I will be provided to the Banker to the Issue before the Issue Opening Date. It is further clarified that any of the signatory(ies) of Company, as per Schedule I, can issue instructions as per the terms of this Agreement.'

..... (Signature Pages Follow)


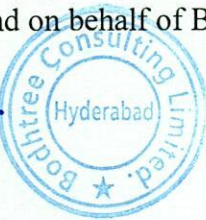
  
  
  


For AXIS BANK LTD.  
IMAGE GARDEN BR.  
  
Authorised Signatory



**IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW**

Signed and delivered for and on behalf of BODHTREE CONSULTING LIMITED.

Name: Mr. Prashanth Mitta  
Designation: Whole-Time Director  
DIN: 02459109  
Date: June 11, 2025



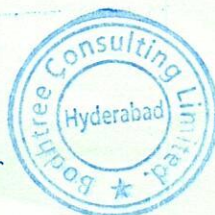

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

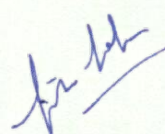
Signed and delivered for and on behalf of AXIS BANK LIMITED

For AXIS BANK LTD.  
IMAGE GARDEN BR.  
  
Authorised Signatory

Name:  
Designation:  
Date: June11, 2025













ION WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered for and on behalf of **BIGSHARE SERVICES PRIVATE LIMITED**


Name: Jibu John  
Designation: General Manager  
Date: June 11, 2025




ANNEXURE A

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**

Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

And

**BIGSHARE SERVICES PRIVATE LIMITED**

S6-2, 6th Flr, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai – 400093

Dear Sirs,

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED  
("Company") Banker to the Issue Agreement dated June 11, 2025 ("Agreement")**

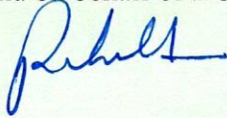
Pursuant to Clause 3.1.5(a) of the Banker to the Issue Agreement, we write to inform you that the Issue Opening Date and Issue Closing Date for the Issue of fully paid rights equity shares is \_\_\_\_\_, 2025 and \_\_\_\_\_, 2025, respectively.

Capitalised terms not defined herein shall have the same meaning as assigned to them in the Agreement,

Kindly acknowledge the receipt of this letter,

Yours faithfully,

For and on behalf of BODHTREE CONSULTING LIMITED



(Authorized Signatory)

Name: Mr. Prashanth Mitta

Designation: Whole-Time Director

DIN: 02459109



Banker to Issue Agreement





**ANNEXURE B**  
**FORM OF INSTRUCTIONS TO THE ISSUER**

Date: \_\_\_\_\_, 2025

**BODHTREE CONSULTING LIMITED**

Level-2, Wing-A, Melange towers Patrika nagar,  
Madhapur, Hitech City, Hyderabad-500081,  
Telangana, India.

Dear Sirs,

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**("Company") – Banker to the issue Agreement dated \_\_\_\_\_, 2025 ("Agreement")**

Pursuant to Clause 2.2 of the Agreement, we write to inform you following details of the Company Account.

Name of the Bank:

Branch Address:

Account Name:

Account Number:

IFSC Code:

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter,

Yours faithfully,

**For and on behalf of Axis Bank Limited**

**For AXIS BANK LTD.**  
**IMAGE GARDEN BR.**

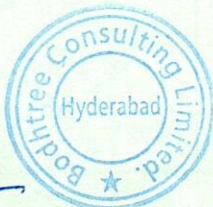
(Authorized Signatory)

*[Signature]*  
**Authorised Signatory**

Name:

Designation:

*[Signature]*





**ANNEXURE C**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**  
Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

And  
**BIGSHARE SERVICES PRIVATE LIMITED**

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**(“Company”) Banker to the Issue Agreement dated \_\_\_\_\_, 2025**  
**(“Agreement”)**

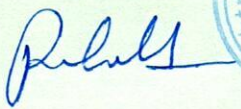
Pursuant to Clause 3.1.5 (c) (i) (ii) (iv) and 3.1.6 (b) of the Agreement, we hereby instruct you to transfer on [●] 2025, the following amounts from the Escrow Collection Account, to the following bank accounts, on account of amounts due from the Company as Issue related expenses:

Name of Escrow Collection Account	Name of the Beneficiary	Amount (In Rs.)	Bank Account No.	Bank and Branch details along with IFSC

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Agreement,

Kindly acknowledge the receipt of this letter,  
Yours faithfully,

**For and on behalf of BODHTREE CONSULTING LIMITED**

  
**(Authorized Signatory)**  
Name: Mr. Prashanth Mitta  
Designation: Whole-Time Director  
DIN: 02459109





**ANNEXURE D**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**  
Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

**BIGSHARE SERVICES PRIVATE LIMITED**  
S6-2, 6th Flr, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai – 400093

Dear Sirs,

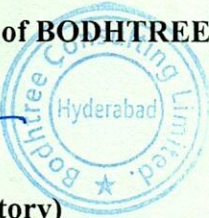

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**(“Company”) Banker to the Issue Agreement dated \_\_\_\_\_, 2025**  
**(“Agreement”)**

Pursuant to Clause **3.1.5 (c) (iv)** of the Agreement, we hereby instruct you to transfer the following amount, standing credit to the Escrow Collection Account to the following bank account(s) of the Company:

Name of Escrow Collection Account	Name of the Company Account	Amount (In Rs.)	Bank Account No.	Bank and Branch details along with IFSC

Capitalized terms not defined herein shall have the same meaning as assigned to them in the Agreement.

Kindly acknowledge the receipt of this letter,  
Yours faithfully,  
**For and on behalf of BODHTREE CONSULTING LIMITED**



**(Authorised Signatory)**  
Name: Mr. Prashanth Mitta  
Designation: Whole-Time Director  
DIN: 02459109





**ANNEXURE E**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**  
Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

And

**BIGSHARE SERVICES PRIVATE LIMITED**  
S6-2, 6th Flr, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai – 400093


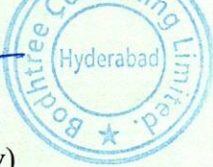
Dear Sirs,

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**(“Company”) Banker to the Issue Agreement dated [●], 2025 (“Agreement”)**

Pursuant to Clause 3.1.3 (b) of the Agreement, we hereby intimate you that the Issue has failed due to the following reason: [●]

Capitalized terms not defined herein have the same meaning as assigned to them in the Agreement dated [●]. Please acknowledge your acceptance of the instructions on the copy attached to this letter.

**For BODHTREE CONSULTING LIMITED**

(Authorised Signatory)  
Name: Mr. Prashanth Mitta  
Designation: Whole-Time Director

**For BIGSHARE SERVICES PRIVATE LIMITED**


(Authorised Signatory)  
Name:  
Designation :



**ANNEXURE F**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**

Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

**BIGSHARE SERVICES PRIVATE LIMITED**

S6-2, 6th Flr, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai – 400093

Dear Sirs,

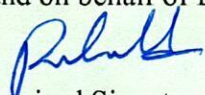
**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**(“Company”) Banker to the Issue Agreement dated \_\_\_\_\_, 2025**  
**(“Agreement”)**

**Sub: Account Closure Instruction**

Pursuant to Clause 3.2.1/3.1.4 of the Agreement, the Escrow Collection Account titled “[●]” bearing account number [●] in terms of the Agreement.

Since all the formalities related to the Issue has been completed and no balance is there in the aforesaid account, you are hereby instructed to close the abovementioned accounts and confirm the same.

For and on behalf of BODHTREE CONSULTING LIMITED

  
(Authorised Signatory)

Name: Mr. Prashanth Mitta

Designation: Whole-Time Director





**ANNEXURE G**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**

Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081

Dear Sirs,

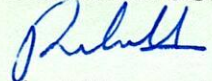
**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**("Company") Banker to the Issue Agreement dated [●], 2025 ("Agreement")**

Pursuant to Clause 3.1.3 (d) of the Agreement, we hereby instruct you to transfer, Rs. [●] from the Escrow Collection Account "[●]" No. [●] to the accounts of the Beneficiaries as set out in the enclosure hereto.

Capitalized terms not defined herein have the same meaning as assigned to them in the Agreement dated [●].

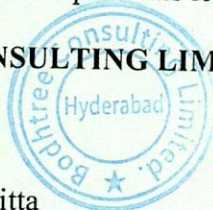
Kindly acknowledge the receipt of this letter.

**For BODHTREE CONSULTING LIMITED**

  
(Authorised Signatory)

Name: Mr. Prashanth Mitta

Designation: Whole-Time Director

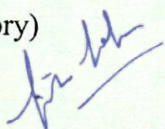


**For BIGSHARE SERVICES PRIVATE LIMITED**

(Authorised Signatory)

Name:

Designation :








**ANNEXURE H**  
**FORM OF INSTRUCTIONS TO THE BANKER(S) TO THE ISSUE**

Date: \_\_\_\_\_, 2025

**Axis Bank Limited**

Ground Floor, D.No: 1-98/9/3/23,  
Samridhi Vasyam, Madhapur,  
Hyderabad, Telangana -500081  
And

**BIGSHARE SERVICES PRIVATE LIMITED**

S6-2, 6th Flr, Pinnacle Business Park,  
Next to Ahura Centre, Mahakali Caves Road,  
Andheri (East) Mumbai – 400093

**Re: Proposed rights issue of equity shares by BODHTREE CONSULTING LIMITED**  
**(“Company”) Banker to the Issue Agreement dated \_\_\_\_\_, 2025**  
**(“Agreement”)**

Pursuant to Clause 3.1.5 (b)/3.1.5 (c) (iii) of the Agreement, please find enclosed the final listing and trading approvals from the Stock Exchange. We hereby instruct you to transfer on \_\_\_\_\_ 2025, the following amounts from the Escrow Collection Account, to the following bank accounts of the Company net of Issue related expenses:

Name of Escrow Collection Account	Name of the Company Account	Amount (Rs.)	Beneficiary Bank Name	Beneficiary Bank Address	IFSC Code

Capitalized terms not defined herein have the same meaning as assigned to them in the Agreement dated \_\_\_\_\_, 2025.

Please acknowledge your acceptance of the instructions on the copy attached to this letter.  
**For BODHTREE CONSULTING LIMITED**



(Authorised Signatory)  
Name: Mr. Prashanth Mitta  
Designation: Whole-Time Director





**SCHEDULE I**

List of Authorized Signatories

**Part A**  
**Specimen Signature(s) of the Company**

<b>For BODHTREE CONSULTING LIMITED</b>	<b>Specimen Signature(s)</b>
<b>Name: Mr. Prashanth Mitta</b> <b>Designation: Whole-Time Director</b> <b>DIN: 02459109</b>	P



**Part B**  
**Specimen Signature(s) of the Registrar**

For BIGSHARE SERVICES PRIVATE LIMITED	Specimen Signature(s)
Jibu John	