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INDIA NON JUDICIAL

Government of Punjab

e-Stamp

Certificate No.	:	**IN-PB52426254612583X**
Certificate Issued Date	:	09-Jul-2025 01:19 PM
Certificate Issued By	:	pbsnjvdas
Account Reference	:	NEWIMPACC (SV)/ pb7060004/ AMRITSAR/ PB-AS
Unique Doc. Reference	:	SUBIN-PBPB706000402745266610467X
Purchased by	:	ARVIND KUMAR
Description of Document	:	Article 5(d) Agreement - if not otherwise provided for
Property Description	:	Not Applicable
Area of Property	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KAYTEX FABRICS LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	KAYTEX FABRICS LTD
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)
Social Infrastructure Cess(Rs.)	:	0 (Zero)
Total Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

SANJEEV DAVESAR
ACC PB7060004
AMRITSAR

IN-PB52426254612583X

Please write or type below this line

PF 0009943272

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

THIS SHARE ESCROW AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") MADE AND ENTERED AT MUMBAI, MAHARASHTRA ON THIS 18TH DAY OF JULY, BETWEEN:

KAYTEX FABRICS LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Batala Road Post Office Khanna Nagar, Amritsar, 143001, Punjab, India (hereinafter referred to as **"the Company"/ "the Issuer Company"/ "Issuer"/ "Kaytex Fabrics"**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

MR. SANJEEV KANDHARI, residing at H. No 292A, Police Line, Lawrence Road, Amritsar – 143001, Punjab (Hereinafter referred to as the "**Selling Shareholder 1**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

MR. AMIT KANDHARI, residing at H.No.293A, Police Line, Lawrence Road, Amritsar -143001, Punjab (Hereinafter referred to as the "**Selling Shareholder 2**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

SOCRADAMUS CAPITAL PRIVATE LIMITED, a Company registered under the Companies Act, 2013, and having its registered office at Gala No. 303, Cama Industrial Estate, Sun Mill Compound, Lower Parel, Delisle Road, Mumbai-400 013, Maharashtra, India (hereinafter referred to as the "**Book Running Lead Manager**" / "**BRLM**" / "**Underwriter**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **FOURTH PART**;

AND

Bigshare Services Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at E-3, Ansa Industrial Estate, Saki Vihar Road, Sakinaka, Andheri East, Mumbai – 400 072, Maharashtra, India and Corporate Office at Office no S6-2 ,6th Floor, Pinnacle Business Park, next to Ahura Centre, Mahakali Cave Road, Andheri (East), Mumbai – 400093, Maharashtra, India. (Hereinafter referred to as **"Share Escrow Agent"** or **"Registrar"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIFTH PART;**

In this Agreement:

(i) Second Party and Third party is hereinafter collectively referred to as the "**Selling Shareholders**";

(ii) The Company, the Lead Manager, the Selling Shareholders, the Escrow Agent and the RTA are hereinafter collectively referred to as the "Parties" and individually as a "**Party**".

WHEREAS

(A) The Company is proposing to an initial public offer of equity shares of Rs. 10 each (the "**Equity Shares**") of the Company comprising a fresh issue of up to 31,99,200 Equity Shares by the Company (the **"Fresh Issue"**) and an Offer of Sale of up to 6,79,200 Equity Shares by the Selling Shareholders (the "**Offer for Sale**" and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act (as defined herein below), SEBI ICDR Regulations (as defined herein below) and other applicable laws at such price as may be determined by the Company in consultation with the Book Running Lead Manager in accordance with the

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
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Book Building Process under the SEBI ICDR Regulations (as defined herein below), as amended from time to time at a price as may be disclosed in Prospectus filed with ROC being (the "**Offer Price**"). The Offer will be made (i) within India to Indian institutional investors, including QIBs, Anchor Investors, Non-Institutional and Individual Investors in reliance on Regulation S under the United States Securities Act of 1933, and (ii) outside the United States and India, in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable Indian law.

(B) The Offer comprises of a Net Offer to Public of up to 36,84,000 Equity Shares of face value of Rs.10/- each ("**the Net Offer**") and a reservation of 1,94,400 Equity Shares for subscription by the designated Market Maker ("**the Market Maker Reservation Portion**").

(C) Equity Shares for subscription by the designated Market Maker ("the **Market Maker Reservation Portion**"). The net Offer to public shall comprise of Offer to Qualified Institutional Buyers, Non-Institutional Bidders and Individual Bidders.

(D) The Selling Shareholders have given their consent dated December 23, 2024 to offer their shares or part thereof as Offer for Sale shares to be sold to the public. The Selling Shareholders will sign the the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.

(E) The Company has obtained approval for the Offer pursuant to the Board resolution dated December 23. 2024. The Company passed a special resolution under section 28 and 62(1)(c) at the EGM held on December 27, 2024 which collectively authorised the Company's Directors, or any other authorised representatives, for the purpose of the Offer, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, this Agreement, the Offer Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.

(F) In relation to the Offer the Company has approached Socradamus Capital Private Limited ("**BRLM**" or "**Book Running Lead Manager**") to manage the Offer. The BRLM has accepted the engagement in terms of the engagement letter. Further, the Company, the Selling Shareholders and the BRLM have entered into an Offer Agreement dated January 10, 2025 ("**Offer Agreement**").

(G) The Company has filed the Draft Red Herring Prospectus dated February 17, 2025 (the "**DRHP**" or the "**Draft Red Herring Prospectus**") with the SME Platform of NSE i.e., NSE Emerge. subject to its observations being incorporated or reflected in the Prospectus (defined below). The Company is in the process of filing the Red Herring Prospectus, incorporating the comments and observations of NSE with the Registrar of Companies, at Chandigarh ("**RoC**").

(H) The company and the Selling Shareholders have further agreed to authorize the Registrar to act as escrow agent and shall place the Offered Shares into an Escrow Demat Account (as defined hereinafter) opened by the Escrow Agent with the Depository Participant (as defined hereinafter) before opening of the Offer.

(I) The Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and transfer the Offered Shares pursuant to the Offer to the Allottees (as defined hereinafter) in the manner stated in the Offer Documents (as defined hereinafter), subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this Agreement each of the Parties hereby agrees as follows:

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

In addition to the defined terms contained elsewhere in this Agreement, the following expressions, as used in this Agreement, shall have the respective meanings set forth below:

"**Affiliate**" with respect to a specified person, shall mean any other person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

"**Allotment**" shall mean the Issue and allotment of Equity Shares pursuant to the Fresh Issue and transfer of the Offered Shares pursuant to the Offer for Sale to the successful Bidder;

"**Agreement**" shall mean this agreement or any other agreement as specifically mentioned.

"**Anchor Investor(s)**" shall mean Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has applied for an amount of at least ₹200.00 lakhs.

"**BRLM**" shall have the meaning given to such term in the preamble to this Agreement and "**BRLM**" shall mean the Book Running Lead Manager to the Offer, **SOCRADAMUS CAPITAL PRIVATE LIMITED.**

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

"Bid Amount" shall mean the highest value of optional Bids indicated in the Bid cum Application Form and, in the case of RIBs Bidding at the Cut off Price, the Cap Price multiplied by the number of Equity Shares Bid for by such Individual Bidder and mentioned in the Bid cum Application Form and payable by the Bidder or blocked in the ASBA Account of the Bidder, as the case may be, upon submission of the Bid.

"**Companies Act**" shall mean the Indian Companies Act, 1956 and Companies Act, 2013 as amended from time to time.

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

"**Bidder**" shall mean any prospective investor who makes a Bid for Equity Shares in terms of the Red Herring Prospectus and the Bid cum Application Form.

"**Bid/Offer Closing Date**" shall mean except in relation to Anchor Investors, any such date on completion of the application hours after which the Designated Intermediaries will not accept any Bids for the Offer which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

Bid/ Offer Opening Date" shall mean, except in relation to Anchor Investors, any such date on which the Designated Intermediaries shall start accepting Bids for the offer, within the application hours which shall be the date notified in a widely circulated English national newspaper and a Hindi national newspaper and a regional newspaper.

"Bid/Offer Period" shall mean, except in relation to Anchor Investors, the period between the Bid/Offer Opening Date

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and the Bid/Offer Closing Date, inclusive of both days, during which Bidders can submit their Bids, including any revisions thereof.

"**Cap Price**" shall mean higher end of the Price Band, above which the Offer Price and the Anchor Investor Offer Price will not be finalised and above which no Bids will be accepted. The Cap Price shall be at least 105% of the Floor Price and less than or equal to 120% of the Floor Price.

"Compulsory Market Making Period" shall mean the Market Making period starting from the listing of shares till a minimum period of three years as prescribed by Regulation 260(1) of the SEBI ICDR Regulations. However, it has been provided that in terms of Regulation 277 of the SEBI ICDR Regulations, that a company may migrate to the Main Board (in this case being the Main Board of NSE) and hence for the purpose of this agreement, when a company migrates to the main board, there is no requirement of "Market Making" and hence the compulsory Market Making period would be cut short to that extent.

"**Controlling", "Controlled by" or "Control**" shall have the same meaning ascribed to the term "control" under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or as amended.

"**Controlling Person(s)**" with respect to a specified person, shall mean any other person who Controls such specified person.

"Deposit Date" shall mean the date 2 days prior to filing of Red Herring Prospectus with the ROC, i.e., the date on which selling shareholders are required to deposit the Offered Shares in the Escrow Demat Account;

"**Draft Red Herring Prospectus**" shall mean the Draft Red Herring Prospectus issued in accordance with the ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be Allotted.

"Drop Dead Date" shall mean 45 days from the Bid/Offer Opening Date, or any other period as may be agreed in writing between the Company, Selling Shareholders and Book Running Lead Manager;

"**Floor Price**" shall mean the lower end of the Price Band, subject to any revision thereto, not being less than the face value of the Equity Shares at or above which the Offer Price and the Anchor Investor Offer Price will be finalised and below which no Bids will be accepted.

"**Fresh Issue**" shall mean issue of upto 31,99,200 Equity Shares having face value of Rs. 10/- each (the "**Equity Shares**") in accordance with the Chapter IX SEBI ICDR Regulations, (as defined herein) and applicable Indian securities laws.

"**Indemnified Party**" shall have the meaning given to such term in this Agreement.

"**Indemnifying Party**" shall have the meaning given to such term in this Agreement.

"Individual Bidders" shall mean Bidders, who have applied for the Equity Shares for a minimum bid size of two lots wherein the amount exceeds more than ₹2.00 lakhs in any of the Bidding options in the Issue (including HUFs applying through their Karta and Eligible NRIs and does not include NRIs other than Eligible NRIs).

"**Listing Date**" shall mean the date with effect from which the shares offered through this Offer being made by **KAYTEX FABRICS LIMITED** are permitted for trading by SME Platform of NSE i.e., NSE Emerge.

"**Market Maker**" shall mean **ALACRITY SECURITIES LIMITED.**

"Market Maker Reservation Portion" shall be not be less than 5% of shares offered under the IPO as required as per Regulation 261 (4) of SEBI ICDR Regulations.

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
			Kritika Rupda	
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KAYTEX FABRICS LIMITED AMRITSAR 143001

SOCRADAMUS CAPITAL PRIVATE LIMITED MUMBAI

Bigshare Services Private Limited Mumbai

"**Material Adverse Effect**" shall mean, individually or in the aggregate, a material adverse effect on the condition, financial or otherwise, or in the earnings, business, management, operations or prospects of the Company and its subsidiaries, taken as a whole.

"**Net Offer**" shall mean issue of equity shares in the Offer excluding Market Maker Reservation Portion.

"**Non-institutional Bidders**" shall mean all applicants that are not QIBs or Individual Bidders and who have applied for Equity Shares for an amount of more than two lots (but not including NRIs other than Eligible NRIs);

"NSE" shall mean National Stock Exchange of India Limited, a recognised stock exchange having nationwide terminal;

"NSE Emerge" shall mean the separate platform for listing of companies which have offered their shares or match the relevant criteria of Chapter IX of SEBI ICDR Regulations, as amended from time to time, opened by the NSE;

"**Offer**" shall mean Offer of up to 38,78,400 equity shares having face value of Rs.10/- each (the "**Equity Shares**") in accordance with the Chapter IX of the SEBI ICDR Regulations, (as defined herein) and applicable Indian securities laws at an Offer Price .

"**Offer Agreement**" shall mean agreement dated January 10, 2025 between Book Running Lead Manager and the Issuer company and Selling Shareholders.

"**Offer for Sale**" shall mean the offer for sale component of the Offer of up to 6,79,200 Equity Shares offered by Selling Shareholders, comprising of an offer for sale of up to 3,39,600 by Sanjeev Kandhari and up to 3,39,600 Equity Shares by Amit Kandhari.

"Offer Price" shall mean the final price at which Equity shares will be allotted in terms of the Red Herring Prospectus, the Offer price will be decided by our company in consultation with BRLM on the pricing date in accordance with the Book Building Process and the Red Herring Prospectus.

"**Party**" or "**Parties**" shall have the meaning given to such terms in the preamble to this Agreement.

"**Pricing Date**" shall mean the date on which our Company in consultation with the Book Running Lead Manager, will finalise the Offer Price.

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

"Qualified Institutional Buyers" or **"QIBs"** shall have the meaning given to such term under the SEBI (ICDR) Regulations 2018, and includes public financial institutions as specified in Section 4A of the Companies Act, 1956, scheduled commercial banks, mutual funds registered with SEBI, state industrial development corporations, insurance companies registered with the Insurance Regulatory and Development Authority, provident funds with minimum corpus of Rs.250 million and pension funds with minimum corpus of Rs.250 million;

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

"**Red Herring Prospectus**" shall mean the Red Herring Prospectus to be issued by our Company in accordance with Section 32 of the Companies Act, and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Offer, including any addenda or corrigenda thereto. The Red Herring Prospectus will be filed with the RoC at least three Working Days before the Bid/

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
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Offer Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date.

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

"**SEBI ICDR Regulations**" shall mean the SEBI (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended and as applicable to the Offer.

"**Selling Shareholder Demat Accounts**" shall mean the demat accounts of each selling Shareholder as set out in Annexure I;

"**Sponsor Bank**" The Banker(s) to the Offer registered with SEBI which is appointed by our Company and Selling Shareholders to act as a conduit between the Stock Exchange and the NPCI in order to push the mandate collect requests and / or payment instructions of the UPI Bidders into the UPI, the sponsor bank in this case being Kotak Mahindra Bank Limited;

"**Stock Exchange**" shall mean NSE;

"**Underwriter**" shall mean BRLM individually, jointly and severally.

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

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

"**UPI Mechanism**" The bidding mechanism that may be used by a RIB to make a Bid in the Offer in accordance with SEBI circular (SEBI/HO/CFD/DIL2/CIR/P/2018/138) dated November 1, 2018;

"**UPI PIN**" Password to authenticate UPI transaction;

1.2 Interpretation

In this Agreement:

1.2.1 the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement;

1.2.2 unless the context otherwise requires, (i) the use of the singular shall include the plural and vice-versa; and (ii) the use of the masculine shall include the feminine and vice versa;

1.2.3 unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Working Day if the last day of such period is not a Working Day;

1.2.4 unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a Working Day such payment shall be made or action taken on the next Working Day;

1.2.5 unless otherwise specified, all references to sections, paragraphs, clauses and Annexures in this Agreement are to sections, paragraphs and clauses in, and Annexures to, this Agreement;

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1.2.6 reference to any Law includes a reference to such Law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder;

1.2.7 the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole; and

1.2.8 references to the word "include" or "including" shall be construed without limitation;

1.2.9 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, novated or supplemented;

1.2.10 reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

1.2.11 unless otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar;

1.2.12 any capitalized term not defined in this Agreement shall have the same meaning as that set forth in the Draft Prospectus and the Prospectus.

2. APPOINTMENT OF ESCROW AGENT AND ESTABLISHMENT OF ESCROW ACCOUNT

2.1 The Company and the Selling Shareholders, in consultation with the Book Running Lead Managers hereby appoint the Registrar to act as the Escrow Agent under this Agreement, and the Registrar hereby agrees to act as the Escrow Agent under this Agreement and open and operate the Escrow Demat Account. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.

2.2 The Escrow Agent undertakes that it shall open the Escrow Demat Account after the execution of this Agreement with one Working Day of the date of execution of this Agreement and immediately confirm the details of the Escrow Demat Account to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure A** to this Agreement.

2.3 All expenses with respect to the opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be borne by the Selling Shareholders. Any service fee charged by the Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Law. The Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns / statements, within such time and manner as prescribed under the Applicable Law and will take all steps to ensure that the Company or the Selling Shareholder, as the case may be, receives the benefit of any credit GST paid to the Escrow Agent.

2.4 The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. The Selling Shareholder agrees to do all such acts and deeds as may be reasonably requested by the Company to empower the Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.

2.5 It is clarified, for the avoidance of doubt, that the obligation of the Selling Shareholder to pay the applicable expenses shall be in the manner set out in the Offer Agreement. The Selling Shareholder shall not be responsible for the obligations, actions or omissions of the Company under this Agreement and vice versa. The rights and obligations of each of the Parties under this Agreement are several (and not joint or joint and several) and none of the Parties shall be responsible or liable, directly or indirectly, for any acts or omissions of any other Party.

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
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3. ESCROW OF OFFER FOR SALE

3.1 Deposit of the Offered Shares

The Selling Shareholders shall, on or before the Deposit Date, deposit their respective Offered Shares in the Escrow Demat Account. This shall be an irrevocable instruction from the Selling Shareholders to their respective Depository Participants to transfer the relevant Offered Shares to the Escrow Demat Account.

3.2 Opening and Operation of the Escrow Demat Account

(i) The Selling Shareholders hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Escrow Agent to open and operate the Escrow Demat Account.

(ii) On the Allotment Date, on receipt of (a) confirmation from the Banker(s) to the Offer, as per the provisions of the Escrow Agreement, of transfer of monies from the SCSBs to the Public Offer Account and (b) resolution of board of directors of the Company, or a committee thereof, approving the Allotment, the Escrow Agent shall instruct the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure B** to this Agreement, to debit the Escrow Demat Account and transfer, pursuant to instruction to the Depository Participant and the Depositary, the relevant Offered Shares to the Allottees, within the time period as specified in the Prospectus and as prescribed under applicable laws. This provision is an irrevocable instruction from the Selling Shareholders to the Escrow Agent to instruct the Depository Participant to debit the Escrow Demat Account and transfer the relevant Offered Shares to the Allottees upon completion of the events contemplated in this Clause 3.2 (ii).

(iii) In the event of under-subscription in the Offer, whereby not all the Offered Shares are allocated and/or Allotted after the allocation and Allotment as per the Prospectus, the Offered Shares which remain unallocated in the Escrow Demat Account shall be returned by the Escrow Agent to the Selling Shareholder. For this, the Company shall inform the Escrow Agent with a copy to the Selling Shareholder, in the prescribed form specified in **Annexure C** to this Agreement, of the details of the relevant Offered Shares to be transferred within one (1) Working Day from the date of receipt of letter from the Company, and the Escrow Agent shall, within one (1) Working Day of the receipt of such instruction, Offer written instructions to the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure D** to this Agreement, for return of the relevant Offered Shares to respective demat account of the Selling Shareholder. Once the Offered Shares are credited back to the Selling Shareholder's Demat Account, and if the Company and the Selling Shareholder, in consultation with the Book Running Lead Managers, jointly and not severally, subsequently decide to open the Offer, and a new Deposit Date is determined, the Selling Shareholder shall debit the Offered Shares from the Selling Shareholder's Demat Account and credit such Offered Shares to the Escrow Demat Account again on or before such new deposit date or as mutually agreed between the Company and the Selling Shareholder , in consultation with the Book Running Lead Managers.

(iv) Subject to, and in accordance with the terms and conditions hereof, the Escrow Agent shall receive and hold in the Escrow Demat Account, the Offered Shares and shall release the Final Sold Shares to the Allottees, in the manner provided in this Agreement. The Escrow Agent shall release and credit back to the Selling Shareholder's Demat Account, any Unsold Shares within one (1) Working Day after the release of the Final Sold Shares remaining to the credit to the Escrow Demat Account (a) upon completion of the Offer, in the manner provided in this Agreement, (b) upon occurrence of an Event of Failure, or (c) if the Bid/Offer Opening Date does not occur within Offer Opening Period, in accordance with Clause 3.2 above. The Selling Shareholder agrees and undertakes to retain the

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Offered Shares in the Escrow Demat Account until the completion of the events described in this Agreement, subject to the terms set out thereunder.

(v) In the event of failure of the Offer for one or more of the following reasons-

a) the Prospectus shall not have been filed with the Registrar of Companies prior to the Drop-Dead Date for any reason;

b) the application process not commencing by the Offer Opening Date, for any reason;

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

d) the declaration of the intention of the Company and/or the Selling Shareholders to withdraw and/or cancel the Offer at any time, including after the Offer Opening Date, and prior to the meeting of the Board of Directors for approval of Allotment;

e) the failure to enter into the Underwriting Agreement or Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or regulatory authority having requisite authority and jurisdiction in this behalf;

f) a refusal by a stock exchange to grant the listing and trading approval or non-disposition of an application for a listing and trading approval by a stock exchange within the period specified under applicable laws;

g) insufficient subscription in the Offer for complying with the applicable requirements relating to minimum public float, under Rule 19(2)(b)(ii) of the SCRR; or

The Company shall provide a notice to the Escrow Agent, with a copy to the Selling Shareholders, in form as prescribed in **Annexure E** to this Agreement, and the Escrow Agent shall, within one Working Day of the receipt of notice from the Company, transfer the Offered Shares standing to the credit of the Escrow Demat Account immediately to the respective Selling Shareholder's demat account, as confirmed by the Selling Shareholders.

For the avoidance of doubt, it is clarified that if the instruction pursuant to this Clause 3.2 (iv) is received after the transfer of relevant Offered Shares to the Allottees, the Company, the Selling Shareholders and the Escrow Agent shall take appropriate steps as necessary to cause the debit of the Offered Shares Allotted to the Allottees pursuant to the Offer from the demat account of such Allottees and credit such equity shares to the Escrow Demat Account and subsequently to respective Selling Shareholder's demat account.

3.3 **Ownership of the Offered Shares**

(i) The Selling Shareholders shall, until the Allotment Date, continue to be the beneficial owner of the respective Offered Shares, and the Selling Shareholders confirm severally and not jointly, that their respective Offered Shares are and shall, until the Allotment Date, continue to be free and clear of any liens or encumbrances.

(ii) The Parties agree that during the period that the Offered Shares are held in the Escrow Demat Account, any dividend declared or paid on the Offered Shares shall be to the credit of the Selling

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

Shareholders and, if paid, shall be released into a bank account notified in writing by the Selling Shareholders.

(iii) Notwithstanding anything stated herein, till such time as the Escrow Demat Account has any Offered Shares, the beneficial interest in such Offered Shares shall be of the Selling Shareholders. The Selling Shareholder shall continue to exercise all rights in relation to their respective Offered Shares, including voting rights attached to such Offered Shares, at all times until such time the relevant Offered Shares are transferred to the demat accounts of the Allottees in accordance with this Agreement. However, if the Offered Shares, or any part thereof, are transferred back to any Selling Shareholder pursuant to this Agreement, the Selling Shareholder shall be deemed to have acquired ownership of such Offered Shares and shall enjoy the rights attached to such Offered Shares, as if no transfer had occurred.

(iv) The Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf and in trust for the Selling Shareholder in accordance with the terms of this Agreement.

(v) The Escrow Agent hereby agrees and confirms that it shall have no rights in respect of the Offered Shares other than as provided for in this Agreement. The Escrow Agent hereby agrees and undertakes that it shall not at any time, claim, have, be entitled to or exercise any voting rights or control over the Offered Shares.

(vi) The Parties agree that during the period of the Offered Shares being held in the Escrow Demat Account, the Selling Shareholders shall be entitled to give any instructions in respect of any corporate actions (not being in the nature of a Transfer, except pursuant to the Offer in accordance with the terms of this Agreement) to be carried out relating to the Offered Shares, such as voting in any shareholders' meetings.

(vii) The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the Selling Shareholder, the Selling Shareholder shall continue to be the legal and beneficial owner of the Offered Shares (or any part thereof) and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by the Selling Shareholder. Notwithstanding the aforesaid, and without any liability on the Selling Shareholder, the Allottees of the Final Sold Shares shall be entitled to dividends and other corporate benefits attached to the Final Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law and such Final Sold Shares shall rank pari-passu to Equity Shares of the Company.

3.4 **Benefits in relation to the Offered Shares**

The Selling Shareholders shall be entitled to receive the benefits arising from any corporate actions taken by the Company as regards the respective Offered Shares until such time as it holds the beneficial interest in the respective Offered Shares, provided however that no corporate action will be given effect of a Transfer, except pursuant to the Offer in accordance with the Prospectus or this Agreement.

3.5 **Representations and Obligations of the Escrow Agent**

3.5.1 The Escrow Agent agrees that it shall be solely responsible for the operation of the Escrow Demat Account and retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 3.2 (ii), 3.2 (iii) and/or 3.2(iv) above, as the case may be. The Escrow Agent shall not act on any instructions to the contrary, in relation to the Escrow Demat Account, by any person including the Company or the Selling Shareholders.

3.5.2 The Escrow Agent hereby agrees and undertakes to adhere to and implement all written instructions provided

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

in accordance with the terms of this Agreement and exercise due diligence in implementation of such written instructions, provided that in the case of the occurrence of any event or situation that is not expressly provided for under this Agreement, the Escrow Agent shall be responsible to seek necessary instructions from the Company and the Selling Shareholder and any and all such instructions as are duly provided by the relevant authorized signatories of the Company in writing (upon prior written consent from the Selling Shareholder and the Book Running Lead Managers), shall be implemented by the Escrow Agent, in accordance with Applicable Law. The Escrow Agent acknowledges that the Company and Selling Shareholder may be subject to liabilities or losses if the Escrow Agent fails to comply with any of its obligations under the Escrow Agreement. The Escrow Agent shall provide to the Selling Shareholder, the Company and the Book Running Lead Managers from time to time, statement of accounts, on a monthly basis or as and when requested by the Parties, in writing, until the closure of the Escrow Demat Account, in terms of this Agreement.

3.5.3 The Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company and the Selling Shareholder, in writing promptly if it becomes aware of any circumstance which would render any of the above statements to be untrue or inaccurate or misleading in any respect.

3.5.4 The Escrow Agent hereby acknowledges and shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement. The Escrow Agent hereby agrees and undertakes not to comply with any instructions which are contrary to the terms of this Agreement.

3.5.5 The Escrow Agent shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.

3.5.6 The Escrow Agent represents, warrants, undertakes and covenants to the Company, the BRLM and the Selling Shareholders that:

(i) it has been duly incorporated, in good standing and is validly existing as a company under Applicable Law and that no adverse order, injunction or decree, restraining it from carrying out the activities listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no steps have been taken for its winding up, liquidation or receivership under any Applicable Law, which prevents it from carrying on its obligations under this Agreement;

(ii) It has the necessary authority, competence, facilities and infrastructure to act as an escrow agent and to discharge its duties and obligations under this Agreement;

(iii) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;

(iv) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (i) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority, (ii) its organizational documents, or (iii) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets;

(v) no mortgage, charge, pledge, lien, trust, security interest or other encumbrance of any nature has been or shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein; The Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, liquidation or winding up proceedings;

(vi) it shall hold the Offered Shares credited to the Escrow Demat Account, in escrow for and on behalf of, and in trust for, the Selling Shareholder in accordance with the terms of this Agreement and the

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

Offered Shares shall be kept separate and segregated from its general assets and represented so in its records and the Escrow Agent shall instruct the Depositories not to recognize any Transfer which is not in accordance with the terms of this Agreement; and

(vii) it is solvent; there is no adverse order or injunction or decree, restraining it from carrying out activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and no petition or application for the institution of any proceeding has been filed before any court of competent jurisdiction or a tribunal for its bankruptcy/insolvency, dissolution, liquidation, winding-up, or for the appointment of a receiver or liquidator over substantially the whole of its assets; and no steps have been taken by it, voluntarily, for its dissolution, liquidation, receivership or winding up.

(viii) No disciplinary or other proceedings have been commenced against it by the SEBI which will affect the performance of its obligations under this Agreement and that it has not been debarred or suspended from carrying on such activities by the SEBI, and that it shall abide by the stock exchange regulations, code of conduct stipulated under the applicable laws, and the terms and conditions of this Agreement.

3.6 **Obligations of the Selling Shareholders**

The Selling Shareholders agrees that they shall not, for a period commencing from the date hereof and ending on the Allotment Date, take any steps to directly or indirectly, any Offered Shares or the legal or beneficial ownership of the Offered Shares or any of its rights or obligations under this Agreement, to any Person.

4. **TERMINATION**

4.1 **Termination**

This Agreement shall terminate upon the completion of the events mentioned in (a) Clause 3.2(ii), (b) Clause 3.2(ii) read with Clause 3.2 (iii), in case of under-subscription in the Offer or Clause 3.2(iv), in case of failure of the Offer, as applicable, in accordance with the terms of the Prospectus and applicable laws.

4.2 **Consequences of Termination**

4.2.1 Upon termination of this Agreement as per Clause 4.1 above, the Company shall confirm the termination of this Agreement to the Escrow Agent. Upon (a) due completion of the actions prescribed in Clause 3.2(ii), Clause 3.2(iii) and/or Clause 3.2(iv), as the case may be, and (b) receipt of confirmation from the Company regarding termination of this Agreement, the Escrow Agent shall inform the Depositary and the Depository Participant, in the prescribed form specified in **Annexure F** to this Agreement, with a copy to the Selling Shareholders and the Company, to close the Escrow Demat Account.

4.2.2 Notwithstanding the termination of this Agreement, the Escrow Agent shall continue to be responsible for and shall ensure that:

(i) the Offered Shares credited in the Escrow Demat Account have been duly transferred to the Allottees, and/or the Selling Shareholders, as per conditions mentioned in Clause 3.2(ii), Clause 3.2(iii) or Clause 3.2(iv), as applicable, and

(ii) the Depository and the Depository Participant take appropriate steps to close the Escrow Demat Account.

4.3 **Closure of the Escrow Demat Account**

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
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4.3.1 The Escrow Agent shall endeavor to close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause [4.2.1].

4.3.2 Notwithstanding Clause [4.3.1] above, in the event of the termination of this Agreement in accordance with Clause [4.1], the Escrow Agent shall credit the respective Offered Shares which are lying to the credit of the Escrow Demat Account to the respective Selling Shareholders Demat Accounts within one (1) Working Day of the completion of credit of sold shares in accordance with Clause 3.2(ii) or the receipt by the Escrow Agent of the Share Escrow Failure Notice in accordance with Clause 3.2(iv), as applicable and shall take necessary steps to ensure closure of the Escrow Demat Account, unless the Company, and the Selling Shareholder have instructed it otherwise in writing ("**Joint Instruction**"), with copies of the same sent to the BRLM.

4.3.3 In case the Escrow Agent does not receive the Joint Instruction within one (1) Working Day of termination of this Agreement, the Escrow Agent shall credit the respective Offered Shares, which are lying to the credit of the Escrow Demat Account to the Selling Shareholders Demat Accounts in accordance with Clause [4.3.2] above and shall take necessary steps to ensure closure of the Escrow Demat Account. Upon debit and delivery of such Equity Shares which are lying to the credit of the Escrow Demat Account and closure of the Escrow Demat Account, as set out in this Clause [4.3], the Escrow Agent shall be released and discharged from any and all further obligations arising in connection with this Agreement.

4.4 **Survival**

The provisions of this Clause 4.4, and Clauses 4.3 *(Closure of the Escrow Demat Account)*, 5 *(Indemnity)*, 6.1 (*Notices*), 6.4 (*Dispute Resolution, Governing Law and Jurisdiction*), and 6.9 (*Confidentiality*) shall survive the termination of this Agreement.

5. INDEMNITY

5.1 The Escrow Agent hereby agrees to, and shall keep, the Company, the Selling Shareholders, the BRLM and their respective Affiliates, directors, officers, agents fully indemnified from and against any claims, actions, causes of action, suits, demands, damages, claims for fees, costs, charges and expenses (including interest, penalties, attorney's fees, accounting fees, losses arising from difference or fluctuation in exchange rates of currencies and investigation costs) or losses, including pursuant to any legal proceedings instituted against the Company and/or the Selling Shareholders and/or the BRLM, including their respective affiliates or any other party relating to or resulting from any delay or from its own breach, negligence, fraud, misconduct or willful default if any, in performing its duties, obligations and responsibilities under this Agreement.

5.2 The Escrow Agent hereby agrees that failure of any Indemnified Party to exercise part of any of its right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Party of any of its rights established herein.

5.3 The Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each Indemnified Party in connection with investigating, disputing, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed, or in performance of the duties, obligations and responsibilities by the Escrow Agent under this Agreement, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under this Agreement or any provision of law, regulation, or order of any Governmental Authority.

5.4 The Escrow Agent hereby agrees that failure of any Indemnified Party to exercise part of any of its right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Party of any of its rights established herein.

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

6. GENERAL

6.1 Notices

Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally (ii) sent by tele facsimile or other similar facsimile transmission to such facsimile numbers as designated below or (iii) sent by registered mail or overnight courier, postage prepaid, to the address of the Party specified in the recitals to this Agreement. All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause 14 will (i) if delivered personally, be deemed given on delivery (ii) if delivered by tele facsimile or similar facsimile transmission, be deemed given when electronically sent; and (iii) if sent by registered mail or overnight courier, be deemed given when sent. In case of all written instructions issued by the Company and/or the Registrar to the Offer and/or the Lead Manager to the Banker to the Offer and Sponsor Bank pursuant to this Agreement, the facsimile of the written instruction may, at first, be sent by tele facsimile, provided that its original is subsequently delivered by (i) or (iii) above.

<u>In case of notice to the Company:</u>

Kaytex Fabrics Limited
Batala Road, Post Office Khanna Nagar,
Amritsar – 143 001, Punjab, India
Telephone: 0183 – 400 9025
Email: contact@kaytexfabrics.com
Website: https://kaytexfabrics.com/

<u>In case of notice to the Selling Shareholders:</u>

Mr. Sanjeev Kandhari
Batala Road, Post Office Khanna Nagar,
Amritsar – 143 001, Punjab, India
Telephone: 0183 – 400 9025
Email: contact@kaytexfabrics.com

Mr. Amit Kandhari
Batala Road, Post Office Khanna Nagar,
Amritsar – 143 001, Punjab, India
Telephone: 0183 – 400 9025
Email: contact@kaytexfabrics.com

<u>If to the BRLM:</u>

Socradamus Capital Private Limited
Gala No. 303, Cama Industrial Estate,
Sun Mill Compound, Delisle Road,
Lower Parel (West), Mumbai – 400 013,
Maharashtra, India
Telephone: 022 – 4961 4235
Email: info@socradamus.in
Contact Person: Kritika Rupda

<u>If to the Registrar to the Offer / Escrow Agent</u>

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
KAYTEX FABRICS LIMITED AMRITSAR 143001			Kritika Rupda SOCRADAMUS CAPITAL PRIVATE LIMITED MUMBAI	Bigshare Services Private Limited Mumbai
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

Bigshare Services Private Limited
Address: Office No S6-2, 6th Floor, Pinnacle Business Park,
Next to Ahura Centre, Mahakali Caves Road,
Andheri (East) Mumbai – 400 093,
Maharashtra, India
Tel No.: +91 – 22 – 62638200
Email: : ipo@bigshareonline.com
Contact Person: Babu Rapheal C

6.2 **Assignment**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as otherwise provided for in the Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any Third Party. Any attempted assignment in contravention of this provision shall be void.

6.3 **Further Assurances**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Allotment Date.

6.4 **Dispute Resolution, Governing Law and Jurisdiction**

6.4.1 This Agreement shall be governed by and construed in accordance with the laws of India.

6.4.2 The courts at Mumbai shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

6.5 **Supersession**

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties relating to the subject matter hereof.

6.6 **Amendments**

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

6.7 **Successors**

The provisions of this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and legal representatives.

6.8 **Severability**

If one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement, and the remaining provisions of this

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

Agreement shall be given full force and effect. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

6.9 **Confidentiality**

6.9.1 Each Party shall keep all information and other materials passing between it and the other Parties in relation to the transactions contemplated by this Agreement, which was either designated as confidential or which was by its nature, confidential ("**Confidential Information**"), and shall not divulge such information to any other person or use such Confidential Information other than:

(i) its select employees, agents or professional advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; and

(ii) any person to whom it is required by law or any applicable regulation to disclose such information or at the request of any regulatory or supervisory authority with whom it customarily complies.

6.9.2 In relation to Clause 6.9.1, each Party shall procure/ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case the Escrow Agent is required to disclose the Confidential Information under Applicable Law, then the Escrow Agent shall ensure that the other Parties are informed reasonably in advance, prior to such disclosure being made, and the Escrow Agent shall minimize the disclosed information only to the extent required by law and the Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholder as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.

6.9.3 Confidential Information shall be deemed to exclude any information:

(i) which is already in the possession of the receiving Party.

(ii) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties.

(iii) which subsequently becomes publicly known other than through the default of the Parties hereunder.

6.10 **Specific Performance**

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain any other Party from committing any violation or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.

6.11 **Specimen Signatures**

All instructions issued by the Company, the Selling Shareholder and the Escrow Agent shall be valid instructions if signed by one representative of each of the Company, the Selling Shareholder and the Escrow Agent, the name and specimen signatures of whom are annexed hereto as **Annexure H**.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed by their duly authorized representatives on the date and year first hereinabove written.

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

For Kaytex Fabric Limited	For Selling Shareholder	For Selling Shareholder	For Socradamus Capital Private Limited	For Bigshare Services Private Limited
Mr. Sanjeev Kandhari (Chairman and Managing Director)	Mr. Sanjeev Kandhari (Selling Shareholder)	Mr. Amit Kandhari (Selling Shareholder)	[illegible] (Director)	Mr. Babu Raphael (Deputy General Manager)

Witness 1	Witness 2:	Witness 3:	Witness 4:	Witness 5:
Name: [illegible] Place: ASR	Name: [illegible] Place: ASR	Name: Sahil Kandhari Place: ASR	Name: Laaghavi Sawant Place: Mumbai	Name: Asif Sayyed Place: Mumbai

ANNEXURE A

Date: [•]

To,
Kaytex Fabrics Limited
Mr. Sanjeev Kandhari
Mr. Amit Kandhari

Dear Sir,

Re: Selling Shareholders Escrow Agreement dated [July 18, 2025] ("Share Escrow Agreement")

In terms of clause 2.2 of the Share Escrow Agreement, we confirm that we have opened the share escrow demat account with [•]. The details of the escrow demat account are as follows: -

- **Depository: [NSDL/CDSL]**
- **Depository Participant: [•]**
- **DPID :[•]**
- **Client ID: [•]**
- **Account Name/Number: [•]**

For and on Behalf of Bigshare Services Private Limited

Authorised Signatory

Cc: Socradamus Capital Private Limited

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE B

To:
NSDL
CDSL

Copy to:

Kaytex Fabrics Limited
Mr. Sanjeev Kandhari
Mr. Amit Kandhari

Dear Sir,

Re: Escrow Demat Account Number [•] ("**Escrow Demat Account**")

We hereby instruct you to transfer on [•], the equity shares of Kaytex Fabrics Limited (the "**Company**"), aggregating to [•] Equity Shares, deposited in Escrow Demat Account to the successful allottees in the initial public offering of the Company, as per the annexed list. [*List of successful allottees and relevant details to be annexed to this letter*]

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

For and on behalf of Bigshare Services Private Limited

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE C

To:

Bigshare Services Private Limited

Copy to:

Kaytex Fabrics Limited
Mr. Sanjeev Kandhari
Mr. Amit Kandhari

Dear Sir,

Re: Escrow demat account number [•] ("**Escrow Demat Account**")

Further to your letter to the [*depository participant*] dated [•] for transfer of certain Offered Shares to successful allottees, on account of under-subscription in initial public offering of Kaytex Fabrics Limited (the "**Company**"), we hereby instruct you to take appropriate actions and instruct [•], the Depository Participant, to transfer the balance [•] equity shares of the Company, deposited in the Escrow Demat Account which remain unallotted in the Offer, in the following manner:

[•] equity shares to be transferred to demat account no. [•];
[*These will be the details of the selling shareholders' account.*]

Capitalized terms not defined herein shall have the same meaning as ascribed to them in the Selling Shareholders Escrow Agreement and the Draft Prospectus or the Prospectus, as the case may be.

For and on behalf of Kaytex Fabrics Limited

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE D

To:
NSDL
CDSL

Copy to:
Kritika Rupda
Socradamus Capital Private Limited

Dear Sir,

Re: Escrow demat account number [•] ("**Escrow Demat Account**")

We hereby instruct you to transfer the balance [•] equity shares of Socradamus Capital Private Limited, deposited in the Escrow Demat Account in the following manner:

[•] equity shares to be transferred to demat account no. [•];
[*These will be the details of the selling shareholders' respective accounts.*]

[*These will be the details of the selling shareholders' respective accounts. In case of under subscription, where some shares are also allotted to applicants, two instructions will need to be provided by Escrow Agent to DP. One, instruction for shares allotted to successful applicants in form Annexure B, and Two, for balance shares, instruction for returning of shares to selling shareholders in form Annexure D.*]

For and on behalf of Bigshare Services Private Limited

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE E

To,
Bigshare Services Private Limited

Copy to:

Kritika Rupda
Socradamus Capital Private Limited

Dear Sirs,

Sub: Share escrow failure notice pursuant to Clause 3.2(iv) of the Selling Shareholders Escrow Agreement dated [July 18, 2025] (the "Agreement")

Pursuant to Clause 3.2(iv) of the Selling Shareholders Escrow Agreement, we write to inform you that [*describe the failure of* Offer *event*].

We hereby instruct you to transfer the [•] equity shares of Kaytex Fabrics Limited, deposited in the Escrow Demat Account in the following manner:

[•] equity shares to be transferred to demat account no. [•];
[*These will be the details of the selling shareholders' accounts.*]

Capitalised terms not defined herein shall have the same meaning as ascribed to them in the Selling Shareholders Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of Kaytex Fabrics Limited

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
			Kritika Rupda	
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

KAYTEX FABRICS LIMITED AMRITSAR 143001

SOCRADAMUS CAPITAL PRIVATE LIMITED MUMBAI

Bigshare Services Private Limited Mumbai

ANNEXURE F

To:
CDSL
Depository Participant

Copy to:

Kaytex Fabrics Limited
Mr. Sanjeev Kandhari
Mr. Amit Kandhari
Socradamus Capital Private Limited

Dear Sir,

Re: Escrow demat account number [•] ("**Escrow Demat Account**")

This is in furtherance of our instructions to [•] (*depository participant*) dated [•] for transfer of [•] equity shares of AccelerateBS India Limited (the "**Company**") held in the captioned Escrow Demat Account, to the relevant demat account(s) as mentioned in our letter(s).

[*The abovementioned refers to instructions by Escrow Agent to DP in form Annexure B or Annexure D or Annexure F, as relevant, and details to be appropriately filled in*]

We have received confirmation that pursuant to the transfer as per our instructions, the Escrow Demat Account does not hold any equity shares of the Company as on date. We hereby instruct you close the Escrow Demat Account. In this regard, please find attached the duly filled account closing form as per your requirements.

For and on behalf of Bigshare Services Private Limited

Bigshare Services Private Limited Mumbai

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Kaytex Fabrics Limited Amritsar 143001			Socradamus Capital Private Limited Mumbai	Bigshare Services Private Limited Mumbai
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE G

To
Mr. Sanjeev Kandhari
Mr. Amit Kandhari

Copy to:
Kaytex Fabrics Limited
Socradamus Capital Private Limited

Dear Sir,

Re: Clause 3.1 of the Selling Shareholders' Escrow Agreement

Pursuant to Clause 3.1 of the Selling Shareholders' Escrow Agreement, we write to inform you that the Offer Opening Date for the Offer is [•] and, therefore, the Deposit Date is [•].

In accordance with the Selling Shareholders' Escrow Agreement, we request you to transfer [•] Equity Shares to the following Escrow Demat Account:

[*details of the Escrow Demat Account*]

Capitalised terms not defined herein shall have the meaning ascribed to them in the Selling Shareholder's Escrow Agreement.

For and on behalf of Bigshare Services Private Limited

Authorised Signatory

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE H

LIST OF AUTHORIZED SIGNATORIES

For the Company	Specimen Signature
Kaytex Fabrics Limited Mr. Sanjeev Kandhari	
For Book Running Lead Manager	
Socradamus Capital Private Limited Ms. Kritika Rupda	
For the Selling Shareholder	
Mr. Sanjeev Kandhari	
For the Selling Shareholder	
Mr. Amit Kandhari	
For the Escrow Agent	
Bigshare Services Private Limited Mr. Babu Rapheal C	

For **Kaytex Fabrics Limited**	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**

ANNEXURE I

Details of Demat Accounts of the Selling Shareholders

Sanjeev Kandhari
Central Depository Service (India) Ltd
Client ID: 12935111
Depository Participant: HDFC Securities Limited
DP ID: 12086700
Account Name: Sanjeev Kandhari

Amit Kandhari
Central Depository Service (India) Ltd.
Client ID: 23450085
Depository Participant: Motilal Oswal
DP ID: 12010900
Account Name: Amit Kandhari

For Kaytex Fabrics Limited	For **Sanjeev Kandhari**	For **Amit Kandhari**	For **Socradamus Capital Private Limited**	For **Bigshare Services Private Limited**
Authorized Signatory	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**	**Authorized Signatory**