



महाराष्ट्र MAHARASHTRA

2023

CA 880871

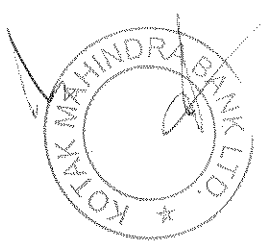
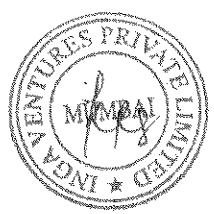
प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००६
11 JUL 2023
सहान् अधिकारी

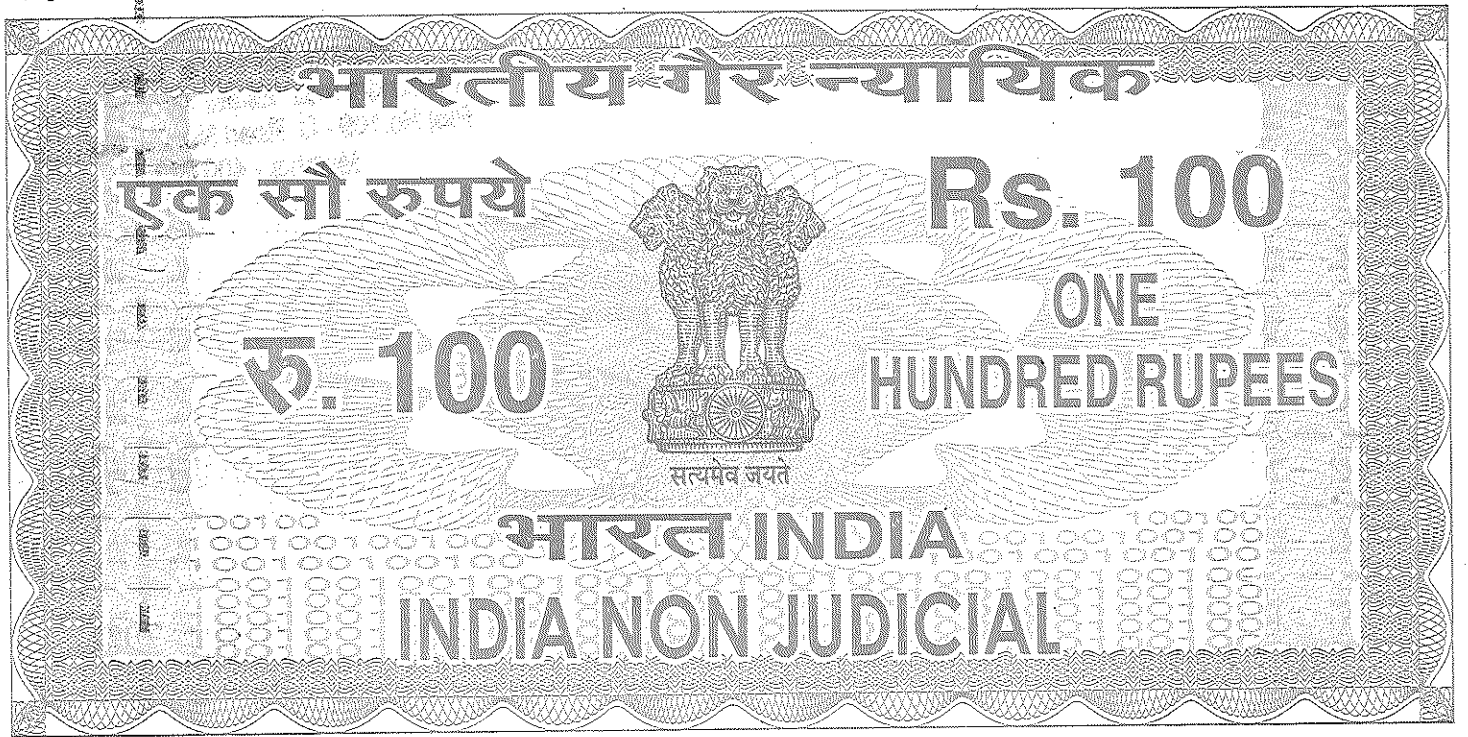
श्री. अतुल कि. किरडे

This stamp paper forms an integral part of the Escrow Agreement dated July 21, 2023 entered into by and between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited.



Just P. V. Ltd.





महाराष्ट्र MAHARASHTRA

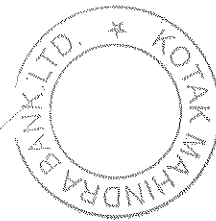
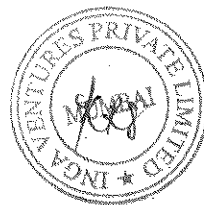
2023

65AA 837745

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००६
11 JUL 2023
सक्षम अधिकारी

सक्षम अधिकारी

This stamp paper forms an integral part of the Escrow Agreement dated July 21, 2023 entered into by and between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited.



ESCROW AGREEMENT DATED

July 21, 2023

BETWEEN

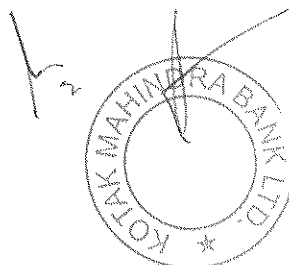
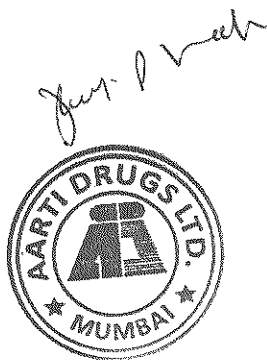
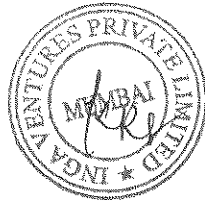
**Aarti Drugs Limited
("COMPANY")**

AND

**Inga Ventures Private Limited
("MANAGER")**

AND

**Kotak Mahindra Bank Limited
("BANK")**



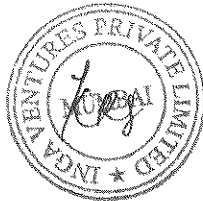
Escrow Agreement for Buy Back through Tender Offer Route

This AGREEMENT made at Mumbai this 21st day of July, 2023.

Between:

1. AARTI DRUGS LIMITED, a Company registered under the provisions of the Companies Act, [1956/2013] and having its Registered Office at Plot No. N-198, M.I.D.C., Village – Pantembhi, Taluka & Dist. Palghar – 401 506, Maharashtra(hereinafter called the “**Company**”, which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the First Part;
2. Kotak Mahindra Bank Limited, a company incorporated under the laws of India and having its registered office at 2nd Floor, 27BKC, Plot No. C-27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051 and having license to carry on banking business under the Banking Regulation Act, (hereinafter called the “**Escrow Bank**” which expression shall include its successors and permitted assigns) of the Second Part; and
3. Inga Ventures Private Limited , a Company registered under the provisions of the Companies Act, 2013, and having its registered office at 1229, hubtown Solaris, N.S. Phadke Marg, Opp. Telli Galli, Andheri (East), Mumbai – 400 069 (hereinafter called the “**Manager**” which expression shall include its successors and permitted assigns) of the Third Part

Collectively referred to as “**the Parties**” and individually each referred to as a “**Party**”.



WHEREAS:

- A. Inga Ventures Private Limited is a Merchant Banker registered with the Securities and Exchange Board of India ("SEBI").
- B. The Board of Directors of the Company, in its meeting held on July 21, 2023, has, in terms of the provisions of Sections 68, 69 and 70(1) and all other applicable provisions, if any, of the Companies Act, 2013, the provisions of Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018 (the "**Buy Back Regulations**") approved the Buy Back (the "**Buy Back**") of up to 6,65,000 (Six Lakhs Sixty Five Thousand) fully paid-up Equity Shares of face value of Rs. 10/- each ("**Equity Shares**") for an amount not exceeding Rs. 59,85,00,000/- ([Fifty Nine Crore Eighty Five Lakhs] Only) from all the existing shareholders/beneficial owners of Equity Shares of the Company, on a proportionate basis, through the "Tender Offer" route at a price of Rs. 900/- per Equity Share (Rupees Nine Hundred Only) ("**Buy Back Offer Price**").
- C. The Company has appointed Inga Ventures Private Limited as the Manager to the Buy Back Offer.
- D. In terms of Regulation 9(xi) of the Buy Back Regulations, the Company is required to open an escrow account for the purpose of affecting the said Buy Back through Tender Offer route and to deposit therein at least 25% of the consideration payable i.e. (Product of buyback shares and buyback price per equity share). The Board of Directors of Company have approved the buyback of up to 6,65,000 (Six Lakhs Sixty Five Thousand) (equity shares at a buyback price of Rs. 900/- per equity share (Rupees Nine Hundred Only). Accordingly, the Company is required to deposit at least Rs. 14,96,25,000 (Fourteen Crore Ninety Six Lakhs Twenty Five Thousand Only) in cash in the escrow account opened with a scheduled commercial bank in India. The Company is desirous to opening the escrow account with the Escrow Bank.
- E. Simultaneously with signing of this Agreement, the Escrow Bank shall open a non interest bearing bank account under the name 'Aarti Drugs Buyback 2023 - Escrow Account' (the "**Escrow Account**"). An amount of at least Rs. 14,96,25,000 /- (Fourteen Crore Ninety Six Lakhs Twenty Five Thousand Only) in cash will be deposited in the said Escrow being 25% of the total consideration payable under the Buy Back Offer, for the purposes of the Buy Back Offer.
- F. The Escrow Bank has agreed to hold in escrow the cash deposit for the above purpose with a lien marked in favor of THE MANAGER, on the terms and conditions contained hereinafter.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

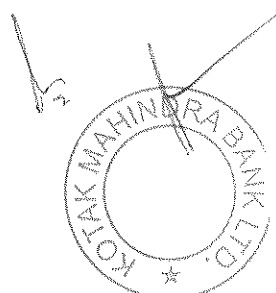
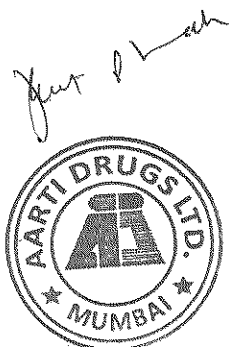
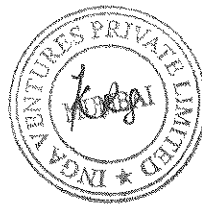
1. **DEFINITIONS**

- 1.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings: -

"**Agreement**" shall mean this Agreement, dated July 21, 2023.

"**Business Day**" shall mean a day on which Escrow Bank is open for business as per the applicable regulatory and statutory guidelines at the place where any payment is to be made or received.

2



“**Business Hours**” means the time during Business Days when Escrow Bank is open for business as per the applicable regulatory and statutory guidelines at the place where any payment is to be made or received.

“**Buy Back**” or “**Buy Back Offer**” shall mean Buy Back of not exceeding 6,65,000 (Six Lakhs Sixty Five Thousand fully paid-up Equity Shares of face value of Rs. 10/- each by Company for an amount not exceeding Rs. 59,85,00,000/- (Rupees Fifty Nine Crore Eighty Five Lakhs Only) from all the existing shareholders/beneficial owners of Equity Shares of the Company, on a proportionate basis, through the Tender Offer route at a price of Rs. 900/- per Equity Share (Rupees Nine Hundred Only) payable in cash, as approved by the Board of Directors of the Company in its meeting held on July 21, 2023].

“**Buy Back Regulations**” shall mean Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018.

“**Company**” shall mean, a Company incorporated under the Companies Act, [1956/2013].

“**Company Broker**” shall mean a stock broker appointed by the Company through whom the purchases and settlements on account of the Buyback would be made by the Company as per the modalities prescribed in terms of SEBI Circular no. CIR/CFD/POLICYCELL/1/2015 dated April 13, 2015 read with Circular CFD/DCR2/CIR/P/2016/131 dated December 9, 2016 and Circular SEBI/HO/CFD/DCR/III/ CIR/P/2021/615 dated August 13, 2021, including any amendments or statutory modifications for the time being in force.

“**Escrow Account**” shall mean bank account opened by the Company with the Escrow Bank in terms of Regulation 10 of the Buy Back Regulations in the name and style of ‘Aarti Drugs Buyback 2023 - Escrow Account’.

“**Escrow Amount**” shall mean the Cash Deposit kept in the Escrow Account.

“**MANAGER**” shall mean Inga Ventures Private Limited a company registered under the provisions of the Companies Act, [1956/2013], and having its registered office at 1229, hubtown Solaris, N.S. Phadke Marg, Opp. Telli Galli, Andheri (East), Mumbai – 400 069 and a SEBI Registered Merchant Banking Company, and acting as Manager to the Buy Back Offer.

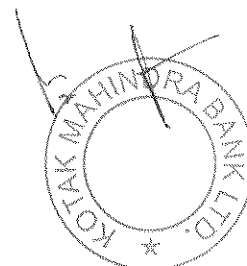
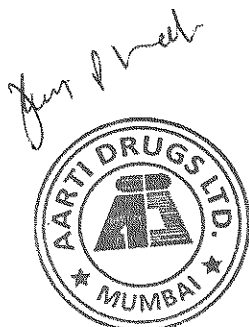
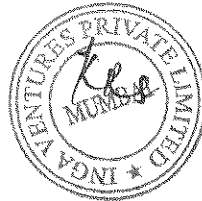
“**Permitted Investment**” shall mean investment in the form of Fixed Deposit(s) booked with the Escrow Bank, subject to such terms and conditions stipulated by the Escrow Bank as may be applicable to Fixed Deposit(s) at the time of investment, from the amounts available in the Escrow Account.

“**SEBI**” shall mean Securities and Exchange Board of India.

2. Objective:

- 2.1 The objectives of this Agreement are: (i) to open the Escrow Account and set out the modalities of operation of the Escrow Account by the Manager to the Buyback Offer, (ii) to open the Special Account for purposes of making payment to Company's Broker who in turn shall be responsible for making payment consideration to the shareholders who have validly tendered Shares under the Offer and whose offers have been accepted by the Company, and (iii) to identify the rights, duties and

3



obligations of each Party in this connection, in accordance with the provisions of the Regulations.

- 2.2 The Escrow Bank shall be responsible for the maintenance of the Escrow Account and the Special Account, and the monies deposited therein, and shall act in accordance with this Agreement and solely upon the instructions of the Manager issued in terms of this Agreement or in accordance with the Regulations.

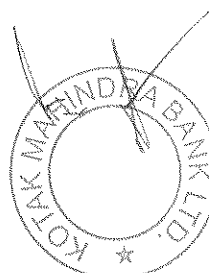
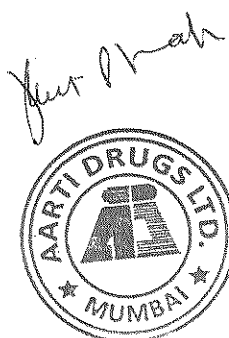
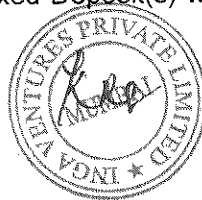
3. **Appointment of Escrow Bank:**

The Company hereby appoints the Escrow Bank as escrow agent for the purposes set out in this Agreement and the Escrow Bank hereby accepts such appointment under the terms and conditions set out in this Agreement.

The Escrow Bank shall be responsible for the maintenance of the Escrow Account and the monies deposited therein and shall act upon the instructions of the Manager issued in accordance with this Agreement.

4. **Obligations of the Parties**

- 4.1 On signing of this Agreement, the Escrow Bank shall open a non interest bearing bank account under the name 'Aarti Drugs Buyback 2023 - Escrow Account ' ACCOUNT (the "**Escrow Account**"). An amount of at least Rs. 14,96,25,000 /- (Fourteen Crore Ninety Six Lakhs Twenty Five Thousand Only) in cash will be deposited in the said Escrow being 25% of the total consideration payable under the Buy Back Offer, for the purposes of the Buy Back Offer (the "**Escrow Amount**"). Escrow Bank shall also open a Special Account titled "Aarti Drugs - Buyback 2023 - Special Escrow Account" (herein referred to as "**Special Account**") to be opened by the Company in terms of Regulation 10(i) of the Buy Back Regulations and such Special Account shall be operated by the Manager.
- 4.2 Upon receipt of the Escrow Deposit, the Escrow Bank shall promptly, on the same day send a written confirmation as per format in Schedule I, to the Manager with a copy to the Company stating that the Escrow Account has been opened and shall specify the balance to the credit of the Escrow Account. Notwithstanding anything contained herein, if at any time the Escrow Amount is less than the amount required to be deposited in the Escrow Account under the Buy Back Regulations, the Company shall within 1 (one) Business Day of such deficit, deposit such additional amount in the Escrow Account such that the Escrow Amount is equal to the amount required to be deposited in the Escrow Account under the Buy Back Regulations and all such amounts shall be deemed to form part of the Escrow Amount. In the event that the Manager becomes aware that the Escrow Amount is less than the amount required to be deposited in the Escrow Account under the Buy Back Regulations, the Manager shall forthwith inform the Company, to enable the Company to perform its obligations in terms of this Agreement. Escrow Bank shall not be under any obligation to check if the Escrow Amount is less than the amount required to be deposited in the Escrow Account under the Buy Back Regulations and/or notify the same to the Company and/or the Manager.
- 4.3 The Escrow Bank shall be responsible for the maintenance of the Escrow Account and the monies deposited therein and shall hold the deposit therein in escrow which shall be released only on the written instructions of the Manager.
- 4.4 The Manager shall have a right to invest the amounts available in the Escrow Account in the Permitted Investment i.e. Fixed Deposit(s) with the Escrow Bank and

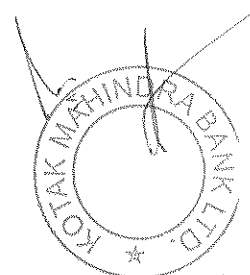
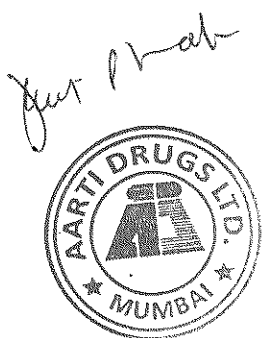


also, if required in its sole discretion, to liquidate such Fixed Deposit(s) at any time before its maturity and the Manager shall have an exclusive right to issue instruction(s) to the Escrow Bank with respect to such booking of Fixed Deposit(s) and/or liquidation of Fixed Deposit(s), as the case may be.

- 4.5 The Company hereby irrevocably and unconditionally empowers and authorizes the Manager (to the exclusion of any other person) to issue instructions to the Escrow Bank in accordance with the Buy Back Regulations and the terms of this Agreement and hereby instructs the Escrow Bank to act upon the written instructions issued by the Manager, in relation to the operation of the Escrow Account and the Special Account (including, without limitation, to make appropriations and/or payments from the amounts lying to the credit of the Escrow Account and Special Account), to the exclusion of all other persons, including the Company, in accordance with the provisions of the Buy Back Regulations and this Agreement. Further, the Company hereby irrevocably and unconditionally authorizes the Escrow Bank to abide by and follow the written instructions of the Manager in relation to the operation of the Escrow Account and the Special Account. The Escrow Bank shall act upon the representations made by the Manager regarding compliance with the Buy Back Regulations and the instructions issued by the Manager, to the exclusion of any other party. The Escrow Bank will not be liable to ensure that the Company and the Manager comply with Applicable Laws. The Escrow Bank undertakes to mark a lien on the Escrow Account in favour of the Manager and comply and follow all or any such directions issued by the Manager in relation to the Escrow Amount, from time to time. Any receipt of such directions from the Manager shall be conclusive and binding upon the Escrow Bank and the Company agrees to indemnify and keep indemnified the Escrow Bank against all claims, costs, losses and expenses that may be incurred by the Escrow Bank while complying with such directions of the Manager.
- 4.6 The Parties hereby specifically declare and undertake that they shall duly comply with all Applicable Laws in connection with their respective obligations hereunder.
- 4.7 The Escrow Bank shall not be entitled to deduct from the Escrow Account any fees, expenses and disbursements charged or incurred by the Escrow Bank in connection with this Agreement. The Escrow Bank shall not withhold any transfer from the Escrow Account on account of any delay in receipt of payment of any fees, expenses or disbursements from the Company.
- 4.8 The Escrow Bank shall not be under any obligation to make moneys available in the Escrow Account or to honor any debit instructions whether by issuance of cheques, or otherwise, unless there are sufficient and clear funds in the Escrow Account.
- 4.9 No party shall be entitled to create any charge, mortgage, pledge, lien, hypothecation, right of set-off or other security or interest (by whatever name called) on or in respect of, or otherwise deal with, the Escrow Account or any amounts therein, save and except a dealing as provided in this Agreement or prescribed under Applicable Law(s).
- 4.10 Notwithstanding anything contained in this Agreement, the Escrow Bank shall be entitled to refrain from taking actions that are determined by it as being in contravention of any Applicable Law(s) or terms of this Agreement.

5. OPERATION OF THE ESCROW ACCOUNT

- 5.1 The Escrow Bank shall be responsible for holding the monies deposited in the Escrow Account in accordance with terms of this Agreement and shall act only upon,



and shall honor, the written instruction (including scanned copy through email) issued by the Manager, to the exclusion of all other persons. The Company hereby irrevocably and unconditionally empowers the Manager, to the exclusion of any other person, to instruct the Escrow Bank in writing to make such appropriations and/or payments from the amounts lying to the credit of the Escrow Account in terms of the Buy Back Regulations and subject to the provisions of this Agreement.

- 5.2 Only on receipt of a written communication (including scanned copy through email) from the Manager, the Escrow Bank shall release the amount lying in the Escrow Account, as specified in the notice issued by the Manager, for the purposes and in the manner specified in the Buy Back Regulations for the purposes of the implementation of the Buy Back, including by way of transfer to the Special Account; and the Escrow Bank shall act on the instructions of the Manager.
- 5.3 The Escrow Bank, on receipt of a specific request/ instruction in writing from the Manager with respect to the Permitted Investment to be made from the Escrow Account, shall book Fixed Deposit(s) with the Escrow Bank from the amounts deposited and available in the Escrow Account and further shall act as per instructions received from the Manager with respect to such Permitted Investments in the form of Fixed Deposit(s) with the Escrow Bank including for liquidation of such Fixed Deposit(s) at any time before its maturity.
- 5.4 All transfers to and from the Escrow Account shall be subject to the requisite Regulatory approvals, if any, being obtained by the Company and the Manager in this regard. The Escrow Bank shall be entitled to deduct at source, any taxes, duties etc. required to be deducted by the Escrow Bank in accordance with the applicable laws.
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, the Escrow Bank shall not have any bankers' lien, charge or right to set off over the Escrow Amount lying to the credit of the Escrow Account or on the sums of monies lying to the credit of the Special Account with the Escrow Bank.

6. TRANSFER OF FUNDS IN THE ESCROW ACCOUNT

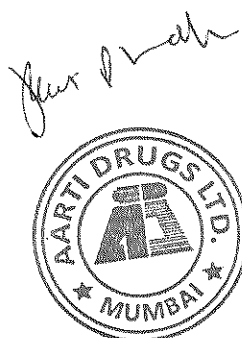
- 6.1 The Escrow Bank shall, subject to the Applicable Laws then prevailing, transfer all or any portion of the Funds in the Escrow Account in the following manner:

A. On successful completion of the Buy Back:

The Manager shall send a written communication to Escrow Bank, as per format set out in Schedule II, stating successful closure of the Buy Back Offer and transfer thereto an amount equivalent to 90% of the Escrow Amount or such lesser amount as intimated by the Manager. The Escrow Bank shall intimate the Manager and the Company regarding the transfer of funds therein as per format set out under Schedule III.

The Escrow Bank shall transfer the balance lying in the Escrow Account to the Company upon receipt of a written communication in the form and manner as set out in Schedule IV, from the Manager.

The Escrow Bank shall on the same Business Day of receipt of written communication (including scanned copy through email) as set out in Schedule IV, from the Manager, carry out the instructions to transfer the amounts lying to the credit



of the Escrow Account to the Special Account such sum as would, constitute not more than ninety percent of the amount lying in the Escrow Account

The Manager shall issue the instructions set out under Schedule IV, when it is satisfied that:

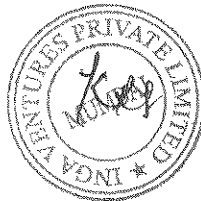
- a. the Company has complied with all obligations under the Buy Back Regulations,
- b. all the Buy Back formalities have been successfully completed; and
- c. the payment of consideration has been made to all the security-holders who have accepted the offer.

The Escrow Bank shall upon transfer of funds from Escrow Account to the Company's Account, send a written communication to the Manager to that effect in the form and manner as set out in Schedule V.

B. In the event of non-fulfilment of obligations under the Buy Back Regulations by the Company, the Escrow Bank shall forfeit the amount lying in the Escrow Account upon receipt of communication from the Manager as per format set out under Schedule VI. As per the provisions contained in Regulation 9(xi)(j) and 9(xii) of the Buy Back Regulations, in the event of non-fulfilment of obligations under the Buy Back Regulations by the Company, and if SEBI so directs in the interest of the security holders, the amount lying in the Escrow Account may be forfeited either in full or in part. Accordingly, the amount so forfeited is to be distributed pro rata amongst the security-holders, who accepted the offer and balance, if any, shall be utilised for investor protection.

- 6.2 The Company hereby authorizes the Manager to give operational/banking instructions for forfeiture or transfer of the funds lying in the Special Account in accordance with the relevant provisions of the Regulations, and instruct the Escrow Bank in writing to issue banker's cheques or demand drafts or make remittances by way of NECS/direct credit/NEFT/RTGS, in accordance with the Regulations, for the amounts lying to the credit of the Special Account, and authorizes the Escrow Bank to issue such banker's cheques and demand drafts or make remittances by way of NECS/direct credit/NEFT/RTGS as per the written instructions of the Manager. The Company hereby acknowledges that the Escrow Bank will act in accordance with written instructions from the Manager to issue bankers to transfer the sums lying to the credit of the Special Account to the Company Broker or directly to the shareholders, for settlement of payment whose shares have been accepted under the buyback offer by the Company. The Manager undertakes to issue these written instructions in accordance with the Buy Back Regulations. The form and manner of such instructions are contained in Schedule VII hereto.
- 6.3 The Company hereby agrees that the unclaimed balance lying to the credit of the Special Account shall be dealt with in accordance with applicable laws and rules governing the same.
- 6.4 Notwithstanding anything contained herein, the Escrow Account and/or the Special Account shall not be closed without the prior written consent of the Manager, which consent shall not be unreasonably withheld.
- 6.5 The Escrow Account and/or Special Account shall be closed upon transfer of all monies therein, in accordance with the terms of this Agreement. Notwithstanding anything contained herein, the Escrow Account and/or the Special Account shall not be closed without the prior written consent of the Manager which consent shall be granted in accordance with the provisions of the Buy Back Regulations. The Parties agree that in the event that the Escrow Bank is directed to close the Escrow Account

7



and/or the Special Account by an order of a statutory, regulatory or judicial authority in India, the Escrow Bank shall be bound to comply with the same and shall, on best efforts basis, promptly provide a copy of such Order to the other Parties.

6.6 The Escrow Bank shall retain the Escrow Amount in the Escrow Account at all times save and except when required to or instructed to transfer such Escrow Amount pursuant to and/or in accordance with the terms of this Agreement.

6.7 In the event of any ambiguous instruction or adverse claims or demands on all or any portion of the funds in the Escrow Account that result from any disagreement on the scope or interpretation of the provisions of this Agreement, the Escrow Bank shall retain such funds in the Escrow Account until it, to its satisfaction, shall have received:

A clear written directions signed by the Manager pursuant to the terms of this Agreement;

7. OBLIGATIONS OF THE MANAGER

7.1 The Manager shall monitor and supervise the disbursement of monies payable out of the Escrow Account, in strict compliance with the provisions of the Buy Back Regulations and this Agreement and shall upon request of the Company submit such information or certificate as may be required in relation to the Escrow Account in accordance with the Buy Back Regulations.

7.2 Upon fulfillment of all the obligations by the Company under the Buy Back Regulations in connection with the Buy Back and upon fulfillment of all the obligations by the Company, the Manager shall instruct the Escrow Bank to release the balance amount lying in the Escrow Account to the Company in terms of Regulation 9(xi)(i) of the Buy Back Regulations. The Escrow Bank shall accordingly release the said balance amount lying in the Escrow Account and close the Escrow Account.

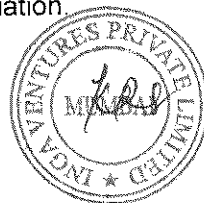
7.3 The Manager shall ensure timely compliance with the provisions of the Buy Back Regulations and shall be responsible for completion of all the formalities enlisted thereunder.

8. REPRESENTATIONS AND WARRANTIES

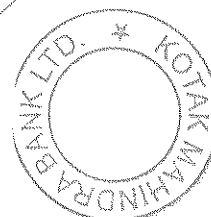
8.1 The Manager represents and warrants that:

- a. It is a limited liability company duly organized, validly existing and in good standing under the laws of India and is duly qualified and licensed to do business in India;
- b. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions thereof conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is now a party, or by which it or any of its property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its certificate of incorporation and memorandum and articles of association.

Jay Shah



H/T



- c. It shall issue instructions and certifications to the Escrow Bank at all times in accordance with this Agreement and the provisions of the Buy Back Regulations only.

8.2 The Company hereby represent and warrants that:

- a. It is a company duly incorporated, organized, validly existing and in good standing under the laws of India;
- b. The execution and delivery of this Agreement will not result in breach of any terms and conditions, or constitute default under applicable laws or other obligations to which they are bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body by which it is bound; and
- c. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorised by all necessary corporate action and constitutional documents.
- d. It has not, directly or indirectly, taken any action by which the monies deposited in the Escrow Account or the Special Account are, in any way encumbered, or by which there is any impediment or restriction on disposal of the monies therein, in accordance with the terms of this Agreement.

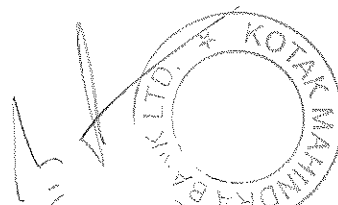
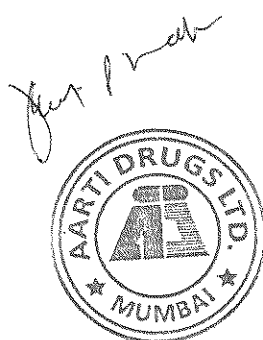
- 8.3 The Escrow Bank represents and warrants to the other Parties that it has the power and authority to execute this Agreement and to perform its obligations hereunder and the execution and delivery of this Agreement will not result in breach of any terms and conditions of its constitutional documents, or other obligations to which it is bound or any order, judgment or decree of any judicial, quasi-judicial or government body.

9. **ESCROW BANK FEES**

There shall not be any fees payable to The Escrow Bank.

10. **REPLACEMENT OR RESIGNATION OF ESCROW BANK**

- 10.1 The Company, after obtaining the prior written consent of the Manager, may at any time replace the Escrow Bank by giving written notice to such effect, and the details of a successor Escrow Bank, to the Escrow Bank. Within 5 days of receipt of such notice and details, the Escrow Bank shall transfer the Escrow Amount to the successor Escrow Bank. A copy of the Manager's consent to replace the Escrow Bank shall be provided to the Escrow Bank along with such written notice.
- 10.2 The Escrow Bank may at any time resign for any reason by giving written notice of Fifteen (15) days (a "Resignation Notice") to such effect to the Company and the Manager; and the Escrow Bank shall stand discharged and released from all its obligations under this Agreement. On expiry of the Resignation Notice period, the Escrow Bank shall transfer the amounts lying in the Escrow Account and Special Account (if opened) to such account/s as communicated in writing by the Company and the Manager jointly. However, for the sake of clarity it is mentioned herein, that, for all past actions, omissions and/or commissions of the Escrow Bank, it shall continue to remain liable under this Agreement. Further, the Escrow Bank shall also assist in transitioning the services to the successor escrow bank post its resignation and shall render the successor escrow bank all reasonable assistance it may seek.



- 10.3 Save as except to provisions provided in the Clause 10.1 and 10.24, Escrow Bank shall not resign or allow termination of this Agreement on its own unless required under the laws of land or where Escrow Bank has become insolvent or serious disabilities occur with Escrow Bank due to which it cannot continue to act as an Escrow Bank. In such cases, Escrow Bank in consultation with Company, shall find and replace successor Escrow Bank on the same terms and conditions as this Agreement stands.
- 10.4 On transfer of the Escrow Amount in accordance with Clause 10.1 or Clause 10.2 above, the Escrow Bank shall be discharged from all further obligations arising in connection with this agreement.

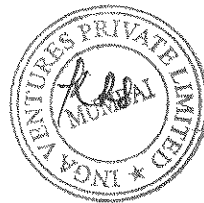
11. RESPONSIBILITIES OF THE ESCROW BANK

- 11.1 For the avoidance of doubt, the Parties agree that the Escrow Bank shall only be liable for the performance of the obligations of the Escrow Bank under this Agreement but not for the performance of the underlying transactions.
- 11.2 For the avoidance of doubt, it is hereby agreed by the Parties that the Escrow Bank shall not be required to expend or risk its own funds or incur any financial liability, in the performance of its duties under this Agreement and Escrow Bank shall be responsible to transfer the amounts from the Escrow Account and/or Special Escrow Account, as the case may be, only in accordance with provisions of this Agreement and only to the extent of the amounts available in the respective accounts at the time of such transfer.
- 11.3 Escrow Bank shall not be liable for any calculation of funds or to track or monitor any of the transactions contemplated under this Agreement.
- 11.4 Escrow Bank shall not be liable to any Party or person for any bonafide action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder which are in compliance with Applicable Laws and/or provisions of this Agreement.

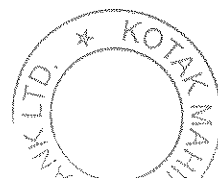
12. TERMINATION

- 12.1 This agreement shall be effective from date of its execution and shall terminate upon the occurrence of any of the following:
- (a) the completion of actions and events under Clause 6.1 A of this Agreement;
 - (b) the completion of actions and events under Clause 6.1 B of this Agreement;
 - (c) the completion of actions and events under Clause 10 of this Agreement.
- 12.2 If the following events occur in relation to any Party (such Party the "Affected Party"), the other Parties shall be entitled by notice in writing to terminate this Agreement (in relation to its rights and obligations with respect to the Affected Party and without prejudice to any accrued rights):
- (a) a court of competent jurisdiction makes an order or a resolution is passed for the winding-up, dissolution, liquidation or administration of a Party; or
 - (b) if the Affected Party commits a regulatory breach by and/or breach of representation and warranties and/or breach of Applicable Law/s of this

Just Phatak



[Handwritten signature]



Agreement which it fails to remedy within thirty (30) days of receipt of a notice from either Party requesting it to remedy such breach.

13. MISCELLANEOUS

13.1 Degree of care

The Escrow Bank shall be under a duty or obligation to exercise the same degree of care in respect of monies deposited in the Escrow Account that it gives to its own similar property.

13.2 Insufficient Moneys

In no event shall the Escrow Account be overdrawn.

13.3 Force Majeure

No Party shall be held liable for any failure to perform their obligation hereunder, or for any delay in the performance thereof, due to causes beyond its control, including but not limited to industrial disputes of whatever nature, acts of God, public enemy, acts of terrorism, acts of government, failure of telecommunication, natural disaster, Fire, floods, explosions or earthquakes, or any other cause beyond a Party's reasonable control.

13.4 Confidentiality

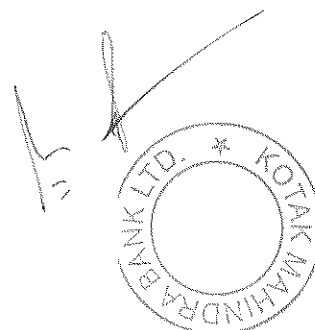
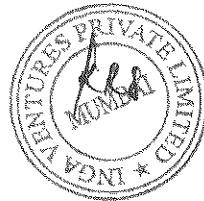
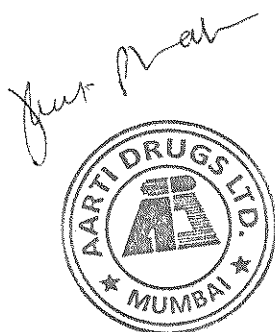
No party shall disclose to others the existence or terms of this Agreement or disclose to others, any confidential or proprietary information of any other Party, except with the prior written consent of such other Party. The obligation of any Party to keep information confidential shall not apply to any disclosure required to be made to the following: -

- (a) to any government or regulatory authority, or
- (b) to third parties pursuant to any law, regulation or order of a court or regulatory authority of competent jurisdiction, or
- (c) to shareholders of the Company, through Public Announcement or Letter of Offer only.
- (d) to the relevant directors, employees, officers, advisors of the Party.

Further notwithstanding the provisions contained in sub clauses (a) to (b) above, Parties acknowledge that this Agreement would be available for inspection to the shareholders of the Company.

13.5 Indemnities

The Company agree to irrevocably and unconditionally indemnify, defend and hold harmless the Manager and Escrow Bank, its directors and employees from and against all losses, liabilities, claims, actions, suits, proceedings, investigations, damages, penalties, costs, expenses including reasonable attorney fees including, but not limited to, any judicial, quasi-judicial, regulatory or statutory authority, arising as a result of the Escrow Bank's performance under this Agreement and/or which may be imposed on, incurred by or asserted at any time against the Escrow Bank in any way arising out of the performance/discharge of the duties by Escrow Bank in terms hereof or the willful default and misconduct and/or breach by the Company of



its obligations under this Agreement or under the Buy Back Regulations or under any other applicable law including applicable laws relating to prevention of money laundering.

However, the above indemnities shall not apply to claims, actions, damages and expenses that Escrow Bank suffers or incurs due to its own gross negligence or willful misconduct. The Company agrees and confirms that this indemnity shall remain valid and subsisting and binding upon the Company, notwithstanding closure of the Escrow Account/s and/or termination of this Agreement. This indemnity shall survive the termination of this Agreement for any reason.

The Escrow Agent shall have no liability towards the Company or the Manager for any loss or damage that either or any may claim to have suffered or incurred either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions of this Agreement unless caused by a proven act of gross negligence, fraud or willful misconduct of the Escrow Agent.

Nothing contained herein shall entitle the Escrow Bank to adjust or set-off any sums lying in the Escrow Account against any indemnity claim in any manner whatsoever.

13.6 Limitation of liability





Notwithstanding anything to the contrary contained herein, neither the Company nor the Escrow Bank shall be liable for any loss of profits, savings, opportunity or goodwill or for any indirect, incidental, consequential, punitive, special or exemplary losses, liabilities, claims, actions or damages suffered by other parties, whether arising under contract, tort or any other theory of law, even if advised of possibility of such losses, liabilities, claims, actions or damages.

13.7 The Parties hereby acknowledge that the Escrow Bank is bound to comply with all orders, judgments, decrees or writs entered or issued by any court or Government or regulatory authority, and in the event the Escrow Bank obeys or complies with any such order, judgment, decree or writ of any court, in whole or in part, it shall not be liable to any Party hereto nor to any other person or entity, by reason of such compliance, notwithstanding that it shall be determined that any such order, judgment, decree or writ be entered without jurisdiction or be invalid for any reason or be subsequently reversed, modified, annulled or vacated. Notwithstanding anything contained herein, the Escrow Bank may refrain from taking any action which in its opinion, would or might contravene any law in any relevant jurisdiction, and do all such things in its opinion to comply with all applicable law. Any action taken or omitted by the Escrow Bank in pursuance of any order or decree as is specified in this clause shall not amount a breach or non-compliance by the Escrow Bank of its obligations in pursuance of this Agreement and shall amount to the discharge of the Escrow Bank's obligations hereof.

13.8 Communications:

- a. All Communications required to be given under this Agreement or for the purposes of this Agreement shall be given by the sender to all of the other parties and delivered personally, or sent by prepaid registered mail, courier or transmitted by fax or email at the addresses which are set-out herein below. Furthermore, in the event fund transfer instructions given, whether in writing, by facsimile or otherwise duly signed by the authorized signatories of the Manager to the Offer, as listed in Schedule VIII, the Escrow Bank is authorized to seek confirmation of such

John Patel



instructions by telephone call-back or by e-mail to the concerned working team of buyback transaction representing Manager to the Buyback Offer.

To the Company at: Company Secretary

Attention: Aarti Drugs Limited

Name: Rushikesh Deole

Address: Plot No. 109-D, Mahendra Industrial Estate, Road No. 29, Sion East, Mumbai - 400022

Fax: 022 – 2407-3462

Email: investorrelations@aartidrugs.com

Tel: 022 – 2404 8199

To the Manager at:

Attention: Inga Ventures Private Limited

Name: Kavita Shah

Address: 1229, Hubtown Solaris, N.S. Phadke Marg, Opp. Telli Galli, Andheri (East), Mumbai 400 069

Fax: 022/ 69886020

Email: kavita@ingaventures.com

Tel: 9867501267/ 022 68540808

To the Escrow Bank at:

Attention: CMS IPO Team / Siddhesh Shirodkar

Name: Kotak Mahindra Bank Limited

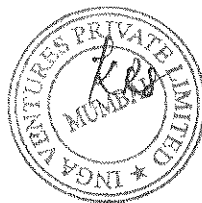
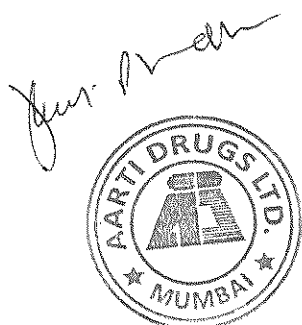
Address: Kotak Infiniti, 6th Floor, Building No. 21, Infinity Park, Off Western Express Highway, General AK Vaidya Marg, Malad (East).
Mumbai – 400 097
Maharashtra, India

Fax: NA

Email: cmsipo@kotak.com

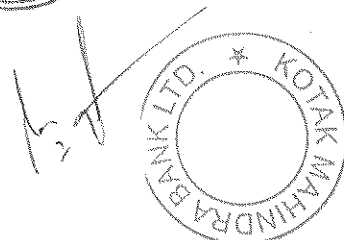
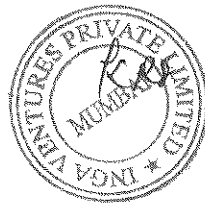
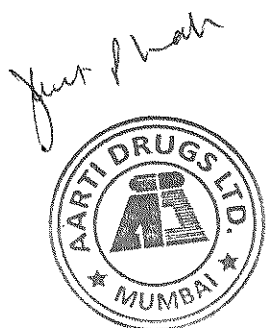
Tel: 022-66056588

- b. Any change in the details provided in the preceding sub-clause in respect of any Party shall be notified by such Party to both the other Parties by issuing a Communication and such change shall come into effect on the expiry of 3 (three) Business Days from the date of delivery of such Communication.
- c. A Communication shall be deemed delivered upon receipt. A Communication shall be deemed to have been received by a Party on a Business Day only if it is received during Business Hours on that Business Day. The Communications received after Business Hours on a Business Day or on a day that is not a Business Day shall be deemed to be received on the immediately succeeding Business Day, which shall be taken to be the first day for the purposes of calculating any stipulated period set-out in this Agreement.
- d. The Company and the Manager agree that the Escrow Bank shall be entitled to rely on the veracity of a Communication from an Authorised Representative as received by the Escrow Agent.
- e. The Company and the Manager wish to send instructions and receive instructions, escrow account statements, certificates, records communication by email (“Instructions”) for Escrow Accounts, maintained with Escrow Bank, as per the terms of the Escrow Agreement. The Company and the Manager request



Escrow Bank to honour only those instructions which emanate from the above mentioned email ids.

- f. The Company and the Manager understand and agree that instructions/communications via electronic mail/internet/facsimile ("**Electronic Communication**") is not secure and is capable of being tampered with and may not be received by Escrow Bank at all, or may be received by Escrow Bank in a corrupted form or containing information which is different from what was actually communicated.
- g. The Company and the Manager acknowledge that neither Escrow Bank nor any director, officer, employee or agent thereof, shall be liable now or at any time for any damages or losses, financial or otherwise, whether direct, indirect, consequential, or exemplary, which the Company or its customers, affiliates, vendors etc., may incur or suffer (a) as a result of any of the matters with respect to the Electronic Communication received by Escrow Bank sent from the Company and the Manager, or (b) as a result of any third party viewing, receiving, gaining access to, obtaining, altering, distorting, inserting malicious code/viruses, trojan horse etc., in the Electronic Communications, or (c) as a result of any other inaccuracy, imperfection, lack of quality, ineffective transmission, alteration or distortion howsoever arising and affecting such Electronic Communication or (d) in respect of any other document, financial data or other information prepared or circulated between Escrow Bank and the Company and the Manager. The Company and the Manager shall be solely responsible for verifying the authenticity and security of any such Electronic Communications sent, received and accessed by the Company and the Manager.
- h. The Company and the Manager acknowledge the inherent risks involved in sending the instructions/communications/documents to the Escrow Bank via facsimile, untested telexes and faxes, telegraph, cable or emails and hereby agree and confirm that all risks shall be fully borne by them and assume full responsibility for the same, and undertake to indemnify the Escrow Bank and keep the Escrow Bank indemnified from and against all claims by any third party or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising which may be brought or preferred against the Escrow Bank or that the Escrow Bank may suffer, incur or sustain by reason or on account of the Escrow Bank having so acted whether wrongly or mistakenly or not, or of the Escrow Bank failing to act wholly or in part in accordance with the instructions so received which could be a result of any miscommunication, or technological error beyond the control of the Escrow Bank considering the mode in which the same was conveyed.
- i. The Company and the Manager will deem to have received each Escrow Account statement for the preceding month, on actual receipt of the Escrow Account statement
- j. Upon receipt of each Escrow Account statement, the Company and the Manager agree to immediately (and in any event no more than 7 (seven) Business Days from the receipt of the Escrow Account statement) notify Escrow Bank in writing of any errors, omissions, irregularities, including any fraudulent or unauthorized transactions or any other objections the Company and the Manager have to that Escrow Account statement. If the Company and the Manager fail to notify the Escrow Bank within 7 (seven) Business Days, the Escrow Account statement and all entries therein, will be conclusive evidence of the correctness of the contents



and binding upon the Company and Manager and/or any person claiming under or through them without the requirement for any further proof and the Escrow Bank will be released from all liability for any transaction (including all charges, damages and losses of any kind whatsoever, taxes, levies, fines, fees or penalties suffered and/or incurred) occurring up to the date of the most recent Escrow Account statement.

- k. The Company and the Manager undertake to keep Escrow Bank indemnified at all times against, and to save Escrow Bank harmless from all actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/damages which may be brought against Escrow Bank or suffered or incurred by Escrow Bank and which shall have arisen either directly or indirectly out of or in connection with Escrow Bank accepting to receive Electronic Communication from the Company and the Manager.

13.10 Governing Law

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

13.11 Counterparts

This agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party to this Agreement may enter into this Agreement by signing any such counterpart. This Agreement is deemed to be complete and executed upon the last of the signatures applied hereto.

13.12 Amendment

Any provision of this Agreement may be amended only if all the parties so agree in writing.

13.13 Entire Agreement

This Agreement constitutes the final, entire, and exclusive agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter. There are no representations, warranties, understandings or agreements among the parties with respect to the subject matter contained herein, which are not fully expressed in this Agreement. The Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

13.14 No third party rights

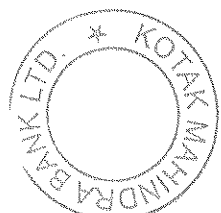

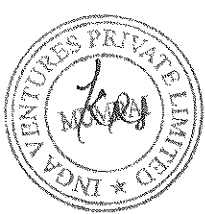

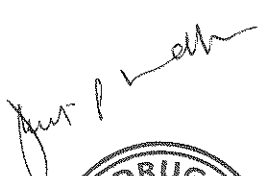
This Agreement is solely for the benefit of the parties hereto and is not intended to provide any rights or obligations in favour of any third parties.

13.15 Waiver

The exercise of any rights of enforcement or other remedies stated herein shall not preclude, or be deemed a waiver of, any enforcement rights or remedies available to either Party, under law or otherwise.

13.16 Severability

15



If any provision of this Agreement is held to be unenforceable, illegal or void, the remaining provisions shall be unaffected and remain in full force and effect.

13.17 Assignment

No rights or liabilities under this Agreement shall be assigned by any of the parties hereto without having obtained the prior written consent of the other parties.

13.18 Jurisdiction

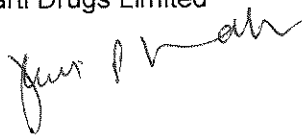
Only the Courts of Competent Jurisdiction in Mumbai shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

13.19 Stamp Duty

In case of any payments such as stamp duty, stamp duty penalties and/or any other statutory or regulatory charges and duties on and in relation to this Agreement and any other related documents, whether at the time of execution or thereafter the Company agrees that it shall be entirely liable for payment of the same

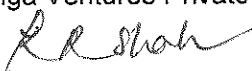
IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

For and on behalf of
Aarti Drugs Limited



Authorised Signatory
Name: Harit P. Shah
Designation: Whole Time Director

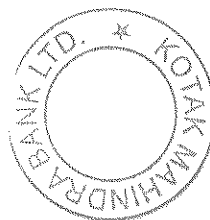
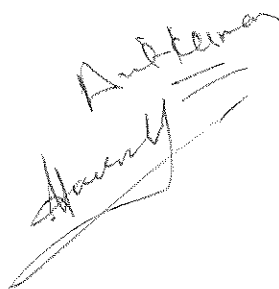
For and on behalf of
Inga Ventures Private Limited



Authorised Signatory
Name: Kavita Shah
Designation: Partner

For and on behalf of [●]

Authorised Signatory
Name:
Designation:



SCHEDULE I - Acknowledgement from Escrow Bank

Date:

To
[•],

Re: Confirmation on credit of Escrow Amount in the
“ _____ ”

This has reference to the Escrow Agreement dated July 21, 2023 executed between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited (“Escrow Agreement”). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to Clause 4.2 of the Escrow Agreement, we hereby acknowledge/ confirm that:

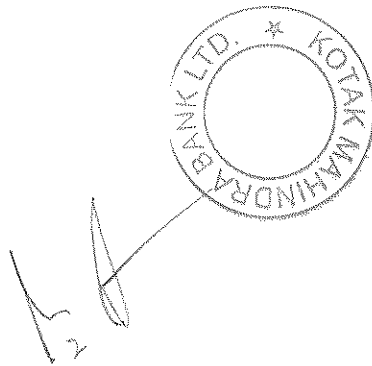
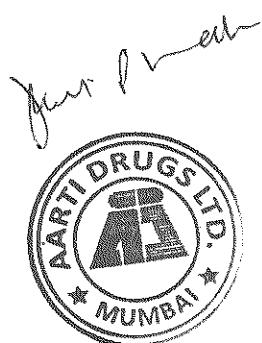
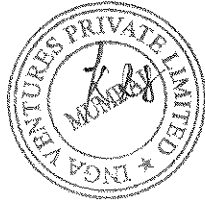
We are in receipt of [₹[•]/-(Rupees [•] Only)] (“Escrow Deposit”) and the said Escrow Deposit has been deposited in the Escrow Account (Account No []) maintained with us.

Yours faithfully,

For [•]

Authorised Signatory

cc : _____



SCHEDULE II – Intimation under clause 6.1 A

To

[•],

Dear Sirs,

Subject: Intimation with respect to successful closure of Buy Back Offer by

We refer to the Escrow Agreement dated July 21, 2023 between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited (the "Escrow Agreement").

All terms and references used herein shall have the same meaning and interpretation as in the Escrow Agreement.

Pursuant to clause 6.1 A of the Escrow Agreement, we hereby certify that the Buy Back has closed on [•].

We hereby irrevocably direct you to transfer the Escrow Amount of Indian Rupees ₹ [•] lying in the Escrow Account no. _____, to the Special Account opened no. _____ with your bank.

We confirm that the transfer of the Escrow Amount by you in accordance with our instructions is in compliance with the Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018.

Yours faithfully,

For _____.

(NAME)

Designation

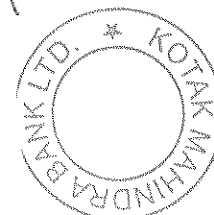
Copy to _____



Just meet



[Handwritten signature]



SCHEDULE III – Intimation with respect to transfer of funds from Escrow Account to Special Account

Date:

To,

Subject: Confirmation of transfer of funds from “[•] ESCROW ACCOUNT” to “[•] SPECIAL ACCOUNT”

This has reference to the Escrow Agreement dated July 21, 2023 executed between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited (“Escrow Agreement”). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

We hereby acknowledge/ confirm that:

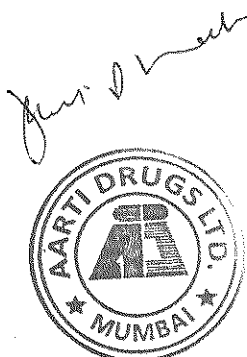
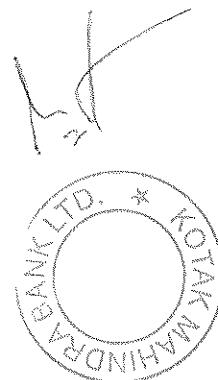
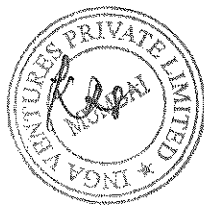
We have transferred the amount of ` [•]/- (Rupees [•] only) from “Escrow Account [•]” (Account No. [•]) to “Special Account [•]” (Account No. [•]) in terms of your email dated

Thanking you,

Yours faithfully,

For [•]

Authorised Signatory
Designation



SCHEDULE IV – Request of Transfer of balance from Escrow Account to Company's Account

[•]

Dear Sirs

Subject: Request to transfer funds from “Escrow Account [•]” to the Company's Account

This has reference to the Escrow Agreement dated July 21, 2023 executed between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited [(“Escrow Agreement”). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

We hereby irrevocably direct you to make the payment of the balance amount lying in the “Escrow Account [•]” (Account No.[•]) as per details below:

Name	:	_____
Bank Name	:	[•]
Bank Address	:	[•]
Account No.	:	[•]
Type of Account	:	[•]
IFSC Code	:	[•]

We confirm that the release of the Escrow Sum : _____ in accordance with our instructions herein is in accordance with Regulation 9(xi)(i) of the Buy Back Regulations.

Thanking you,

Yours Truly,

For _____

(NAME)
Designation



Just Prakash



SCHEDULE V – Confirmation of transfer of funds from Escrow Account to the Company's Account

Date:

To,

Subject: Confirmation of transfer of funds from “Escrow Account” to the Company's account

This has reference to the Escrow Agreement dated July 21, 2023 executed between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank limited (“Escrow Agreement”). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

We hereby confirm that the amount lying in the “Escrow Account [●]” (Account No. [●]), has been released in accordance with the written instructions received from _____ vide their letter dated [●].

We further confirm that as on date the balance to the credit of “Escrow Account-[●]” (Account No. [●]) is NIL.

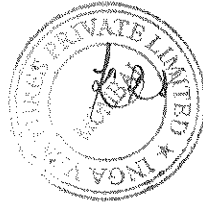
Thanking you,

Yours faithfully,

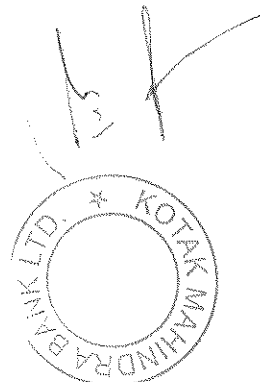
For [●]

Name:

Designation:



Handwritten signature



SCHEDULE VI – Intimation in the event specified under clause 6.1 B

To

[•],

Dear Sirs,

Subject: Forfeiture of amount lying in Escrow Account [•]

We refer to the Escrow Agreement (the “Escrow Agreement”) dated July 21, 2023 between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited.

All terms and references used herein shall have the same meaning and interpretation as in the Escrow Agreement.

Pursuant to clause 6.1 B of the Escrow Agreement, we hereby certify that

The Company has not fulfilled its obligations under the Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018; that the Escrow Amount is hereby forfeited for distribution in accordance with the provisions of Regulation 9(xii) of the Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018 to the security-holders who accepted the offer on pro rata basis and the and balance, if any, to the investor protection.

We hereby irrevocably direct you to release the Escrow Amount of Indian Rupees [•] to account number(s) [•] held [•] with [•] Bank.

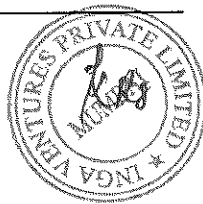
We confirm that the release of the Escrow Amount by you in accordance with our instructions herein is in accordance with the Regulations and shall constitute a good and final discharge of all your obligations and liabilities in respect of or in connection with the Escrow Amount or the Escrow Agreement and you shall be released and discharged from all further duties and obligations under the Escrow Agreement.

Yours faithfully,

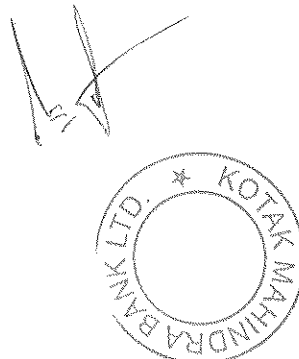
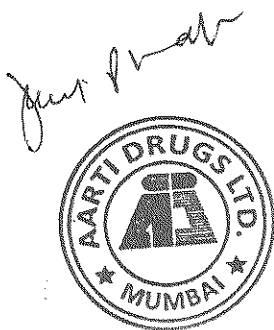
For _____,

(NAME)
Designation

Copy to _____



22



SCHEDULE VII – Instructions with respect to making payments from Special Account

Date:

To,

[•]

IIBL [address]

Attention: []

Dear Sirs

Subject: Request to transfer funds from “Special Account - Buy Back Offer” to Broker’s Account

This has reference to the Escrow Agreement dated July 21, 2023 between Aarti Drugs Limited, Inga Ventures Private Limited and Kotak Mahindra Bank Limited. (“Escrow Agreement”). Terms used but not defined in this letter shall have the same meaning attributed to them under the Escrow Agreement.

Pursuant to Clause 6.2 of the Escrow Agreement, we hereby irrevocably (i) authorize you to debit the Account no. _____ titled as “Special Account - _____ Buy Back Offer” for an amount of India Rupees [•] and transfer the funds to Brokers account in the following manner.

Name of the Broker	Account Number	Bank	Branch & IFSC Code	Amount (In Rs.)
	[•]	[•]	[•]	[•]

We confirm that such debit of the Special Account and transfer of funds to entity(ies) specified in clause 6.2 by you are in accordance with the Securities and Exchange Board of India (Buy Back of Securities) Regulations, 2018, as amended from time to time and other applicable rules and regulations.

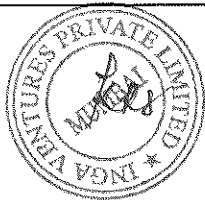
Yours faithfully,

For _____

(NAME)

Designation

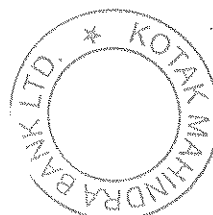
Copy to: _____



Handwritten signature



Handwritten signature



SCHEDULE VIII

Authorized Representatives of the Merchant Banker

Any One to Sign

Name	Designation	Specimen signature
Kavita Shah	Partner	<i>K R Shah</i>
S Venkatesh	Partner	<i>S Venkatesh</i>

