



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 827110



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AR 107502



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AR 107503

SHARE ESCROW AGREEMENT

DATED: 23 FEBRUARY 2024

BY AND AMONGST

J.G.CHEMICALS LIMITED

AND

VISION PROJECTS & FINVEST PRIVATE LIMITED

AND

JAYANTI COMMERCIAL LIMITED

AND

SURESH KUMAR JHUNJHUNWALA (HUF)

AND

ANIRUDH JHUNJHUNWALA (HUF)

AND

KFIN TECHNOLOGIES LIMITED (*formerly known as KFin Technologies Private Limited*)

TABLE OF CONTENTS

1.	DEFINITIONS AND PRINCIPLES OF INTERPRETATION	5
2.	APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT	7
3.	DEPOSIT OF OFFERED SHARES AND ESCROW TERM.....	8
4.	OWNERSHIP OF THE OFFERED SHARES	9
5.	OPERATION OF THE ESCROW DEMAT ACCOUNT	10
6.	REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT	12
7.	INDEMNITY.....	15
8.	TERM AND TERMINATION	16
9.	CLOSURE OF THE ESCROW DEMAT ACCOUNT	17
10.	GENERAL.....	18
	Annexure I	29
	Annexure II	34
	Annexure III	35
	Annexure IV.....	36
	Annexure V.....	37
	Annexure VI.....	38
	Annexure VIA	39
	Annexure VII.....	40
	Annexure VIII.....	41
	Annexure IX.....	43
	Schedule A	44

SHARE ESCROW AGREEMENT

THIS SHARE ESCROW AGREEMENT (AGREEMENT) IS MADE AND EXECUTED AT MUMBAI ON THIS 23rd DAY OF FEBRUARY 2024 BY AND AMONGST:

J.G.CHEMICALS LIMITED, a company incorporated under the laws of India with corporate identification number U24100WB2001PLC093380 having its registered office at Adventz Infinity @ 5, 15th Floor, Unit 1511, Plot 5 Block - BN, Sector - V, Salt Lake Electronics Complex, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal, 700 091, India (**Company**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

VISION PROJECTS & FINVEST PRIVATE LIMITED, a company incorporated under the laws of India with corporate identification number U27109WB1992PTC055316 having its registered office at Adventz Infinity @ 5, 15th Floor, Unit 1511, Plot 5 Block - BN, Sector - V, Salt Lake Electronics Complex, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal, 700 091, India (**Selling Shareholder 1**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

JAYANTI COMMERCIAL LIMITED, a public company incorporated under the laws of India with corporate identification number L51109WB1983PLC035795 having its registered office at Adventz Infinity @ 5, 15th Floor, Unit 1511, Plot 5 Block - BN, Sector - V, Salt Lake Electronics Complex, Bidhan Nagar CK Market, North 24 Parganas, Saltlake, West Bengal, 700 091, India (**Selling Shareholder 2** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

SURESH KUMAR JHUNJHUNWALA (HUF), a Hindu Undivided Family with Suresh Kumar Jhunjhunwala as the karta (**Selling Shareholder 3** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns) of the **FOURTH PART**;

AND

ANIRUDH JHUNJHUNWALA (HUF), a Hindu Undivided Family with Anirudh Jhunjhunwala as the karta (**Selling Shareholder 4** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said Joint Hindu Family and their respective heirs, executors, administrators and permitted assigns) of the **FIFTH PART**;

AND

KFIN TECHNOLOGIES LIMITED (formerly known as KFin Technologies Private Limited), a company incorporated under the Companies Act, 2013 having corporate identity number L72400TG2017PLC117649 having its registered office at Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad, Rangareddi 500 032, Telangana, India (**Share Escrow Agent**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**.

Selling Shareholder 1, Selling Shareholder 2, Selling Shareholder 3 and Selling Shareholder 4 shall be collectively referred to as **Selling Shareholders**.

The Company, the Selling Shareholders, and the Share Escrow Agent are collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS:

- A. The Company and the Selling Shareholders are proposing to undertake an initial public offering along with an offer for sale of equity shares of face value of ₹ 10 each (**Equity Shares**) comprising of: (i) fresh issue of Equity Shares by the Company aggregating up to ₹ 1,650.00 million (**Fresh Issue**); and (ii) an offer for sale aggregating up to 39,00,000 Equity Shares by the Selling Shareholders (**Offer for Sale**, and the Fresh Issue and Offer for Sale are collectively referred to as the **Offer**). The Offer shall be undertaken in accordance with the requirements of the Companies Act, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (**SEBI ICDR Regulations**) and other Applicable Law, through the Book Building Process, as prescribed in Part A of Schedule XIII of the SEBI ICDR Regulations, at such price discovered through the Book Building Process and as agreed to by the Company in consultation with the Book Running Lead Managers (**Offer Price**) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India to certain institutional and other eligible foreign investors in “offshore transactions” as defined and in reliance on Regulation S under the United States Securities Act of 1933, as amended (**U.S. Securities Act**) and the Applicable Laws of the jurisdictions where the Equity Shares may be offered or sold. The Offer may also include allocation of Equity Shares to certain Anchor Investors by the Company in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
- B. The board of directors of the Company (**Board of Directors** or **Board**) has pursuant to its resolution dated 27 September 2022, approved the Offer. The Fresh Issue has been approved by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013 and the rules made thereunder (**Companies Act**) at the extraordinary general meeting of the shareholders of the Company held on 28 September 2022 (**Special Resolution**).
- C. The Selling Shareholders through their following consent letters/ resolutions have approved the Offer for Sale of the following number of Equity Shares held by them (**Offered Shares**):

Sr. No.	Name of Selling Shareholder	Date of Consent Letters	Date of corporate action/resolution	Offered Shares
1.	Vision Projects & Finvest Private Limited	13 February 2024	13 February 2024	Up to 2,028,900 Equity Shares
2.	Jayanti Commercial Limited	13 February 2024	13 February 2024	Up to 1,100 Equity Shares
3.	Suresh Kumar Jhunjhunwala (HUF)	17 July 2023	-	Up to 1,260,000 Equity Shares
4.	Anirudh Jhunjhunwala (HUF)	17 July 2023	-	Up to 610,000 Equity Shares

- D. The Company and the Selling Shareholders have appointed Centrum Capital Limited, Keynote Financial Services Limited and Emkay Global Financial Services Limited as

book running lead managers (**Book Running Lead Managers** or **BRLMs** or **Lead Managers**) in relation to the Offer to manage the Offer on such terms and conditions as agreed with them. The Book Running Lead Managers have accepted the engagement in terms of the engagement letter dated 21 April 2022, as amended by the amendment to the engagement letter dated 14 February 2024 (**Engagement Letter**).

- E. The Company has filed a draft red herring prospectus dated 4 January 2023 (**Draft Red Herring Prospectus**) with the Securities and Exchange Board of India (**SEBI**), the National Stock Exchange of India Limited (**NSE**) and BSE Limited (**BSE**, along with NSE, the **Stock Exchanges**) for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the red herring prospectus (**Red Herring Prospectus**) and thereafter a prospectus (**Prospectus**) with the Registrar of Companies, Kolkata at West Bengal (**RoC**), SEBI and the Stock Exchanges in accordance with the Companies Act and the SEBI ICDR Regulations.
- F. Pursuant to the registrar agreement dated 4 January 2023, as amended by the Amendment to the Registrar Agreement dated 17 July 2023 and the Second Amendment to the Registrar Agreement dated 14 February 2024 (**Registrar Agreement**), the Company and the Selling Shareholders have appointed KFin Technologies Limited (formerly known as KFin Technologies Private Limited) as the registrar to the Offer (**Registrar**).
- G. Each of the Selling Shareholders have agreed to deposit in escrow on the Deposit Date, the Offered Shares (as specified in **Annexure IX**) pursuant to the Offer for Sale, in accordance with the terms of this Agreement.
- H. The Offered Shares are proposed to be credited to the demat account(s) of the Allottees, (i) in terms of the Basis of Allotment finalized by the Company in consultation with the Book Running Lead Managers, the Registrar and approved by the Designated Stock Exchange and in accordance with Applicable Law; and (ii) with respect to Anchor Investors, made on a discretionary basis, as determined by the Company, in consultation with the Book Running Lead Managers.
- I. Subject to the terms of this Agreement, the Selling Shareholders have further agreed to authorise Kfin Technologies Limited (*formerly known as KFin Technologies Private Limited*) to act as the Share Escrow Agent and place the Offered Shares into an escrow account, which will be opened by the Share Escrow Agent with the Depository Participant.
- J. Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and Transfer the Final Sold Shares pursuant to the Offer to the Allottees and to credit any remaining unsold Offered Shares back to the Selling Shareholders' Demat Account as set forth in **Annexure IX**.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

- 1.1 Unless otherwise defined at **Annexure I (Defined Terms)**, terms defined and references construed in the Offer Documents have the same meaning and construction when used in this Agreement. Words and phrases used but not expressly defined at **Annexure I (Defined Terms)** and in the Offer Documents bear the meaning commonly ascribed to them at Indian law or in India, as the case may be.

1.2 The recitals contained herein shall be deemed to be an integral part of this Share Escrow Agreement.

1.3 In this Share Escrow Agreement, unless the context otherwise requires:

- i. Words denoting the singular number shall include the plural and vice versa, as applicable;
- ii. Words importing any gender include every gender, as applicable;
- iii. Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- iv. The words 'including' and 'among others' and words and phrases of a like nature used in this Share Escrow Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- v. References to any statute, regulation, regulatory provision or statutory provision shall be construed as references to those provisions and any other regulations or sub-legislation made in pursuance thereof, as from time to time amended, consolidated, modified, extended, re-enacted or replaced (whether before or after the date of this Share Escrow Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification);
- vi. References to "knowledge" or "best knowledge", wherever used shall mean the actual knowledge of such Person after due and diligent enquiries by that Person, or if the context so requires, the actual knowledge of such Person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and diligent enquiry of the matter and as required under law;
- vii. References to this Share Escrow 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 or supplemented or any replacement or novation thereof;
- viii. Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to the entirety of this Share Escrow Agreement;
- ix. Reference to any Party to this Share Escrow Agreement or any other agreement or deed or other instrument shall include its successors in business or permitted assigns or legal heirs, executors and administrators, as the case may be under any agreement, instrument, contract or other document enforceable under law;
- x. Unless otherwise indicated, any reference to clauses, sub-clauses, section, paragraph or schedules are to a clause, sub-clause, section or paragraph or schedule of or to this Share Escrow Agreement;
- xi. Unless otherwise defined the reference to the word 'days' shall mean calendar days;
- xii. References to "Allotment" of Equity Shares pursuant to the Offer, unless

indicated otherwise, includes references to credit of the Equity Shares to the demat accounts of the Allottees; and

- xiii. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- xiv. in the event of any discrepancies or inconsistencies in the definition set out in this Agreement and those set out in the Offer Documents, the definition provided in this Agreement shall prevail.

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

- 2.1. The Company and the Selling Shareholders, in consultation with the Book Running Lead Managers hereby appoints Kfin Technologies Limited (*formerly known as KFin Technologies Private Limited*) to act as the escrow agent (**Share Escrow Agent**) under this Agreement, to open and operate the Escrow Demat Account in connection with the Offer, and the Share Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The Share Escrow Agent shall provide a list of documents required for the opening of the Escrow Demat Account to the Company immediately upon the execution of this Agreement and shall open the Escrow Demat Account with the Depository Participant within 1 Working Day from the date of this Agreement and in any event, 5 Working Days prior to the respective Deposit Date and confirm the details of the opening of such Escrow Demat Account to other Parties and the Book Running Lead Managers in accordance with Clause 2.2 of this Agreement. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.
- 2.2. Immediately, on opening of the Escrow Demat Account as required under Clause 2.1, the Share Escrow Agent shall send a written intimation to the Company, each of the Selling Shareholders, and the Book Running Lead Managers confirming the opening of the Escrow Demat Account and the details thereof in the form set forth in **Annexure II**. Such written intimation shall be sent in accordance with Clause 10.1, such that it is received on the same day the respective Escrow Demat Account is opened.
- 2.3. All cost, fees and, 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 Company, on behalf of the Selling Shareholders and each of the Selling Shareholders shall reimburse the Company in proportion to its respective Offered Shares and in accordance with the Offer Agreement. Any service fee charged by the Share Escrow Agent for services provided under this Agreement will be inclusive of the applicable GST under the Applicable Laws. The Share Escrow Agent will pay the applicable GST to the Government exchequer and file periodic returns / statements, within such time and manner as prescribed under the GST and other Applicable Laws and will take all steps to ensure that the Company or the Selling Shareholders, as the case may be, receives the benefit of any credit of GST paid to the Share Escrow Agent. The Book Running Lead Managers shall not be liable, in any manner whatsoever, for any applicable tax and duties, including GST, payable to the concerned Government Authority and for the filing of the periodic returns / statements, within such time and manner as prescribed under the Applicable Laws.
- 2.4. The Company hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law. Each of the Selling Shareholders agrees, severally and not jointly, to do all such acts and deeds as may be

reasonably requested by the Company to empower the Share Escrow Agent to open and operate the Escrow Demat Account in accordance with this Agreement and Applicable Law.

- 2.5. It is clarified, for the avoidance of doubt, that the obligation of each of the Selling Shareholders to pay the applicable expenses in the manner set out in the Offer Agreement, is independent and several and any non-payment by one Selling Shareholder shall not affect the services to be provided by the Share Escrow Agent to the other Selling Shareholders. None of the Selling Shareholders shall be responsible for the obligations, actions or omissions of either the other Selling Shareholders or the Company under this Agreement. The rights and obligations of each of the Parties under this Agreement (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations) 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.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1. Upon receipt of confirmation of opening of the Escrow Demat Account in accordance with Clause 2.2, on or prior to the respective Deposit Date, each of the Selling Shareholders shall, severally and not jointly ensure to debit of their respective Offered Shares from its respective Selling Shareholders' Demat Account and credit such Offered Shares to the Escrow Demat Account for the purpose of being offered pursuant to the Offer for Sale. The Company shall communicate an indicative date of filing of the Red Herring Prospectus with the RoC to each of Selling Shareholders (with a copy to the Book Running Lead Managers), as soon as practicable, at least one day prior to the respective Deposit Date. The Share Escrow Agent shall confirm credit of all of the Offered Shares from the Selling Shareholders' Demat Account to the Escrow Demat Account in the form set forth in **Annexure III** immediately upon credit of the Offered Shares to the Escrow Demat Account and shall keep the Company and Book Running Lead Managers copied on the same.
- 3.2. It is hereby clarified that the above-mentioned debit of the respective portion of the Offered Shares from each of the respective Selling Shareholders' Demat Accounts and the credit of the Offered Shares into the Escrow Demat Account shall not be construed as or deemed to be construed as a Transfer by any of the Selling Shareholders in favour of the Share Escrow Agent and/or any other Person and each of the Selling Shareholders shall continue to enjoy all the rights attached to the Offered Shares. The Share Escrow Agent hereby agrees and undertakes to hold such respective proportion of the Offered Shares credited to the Escrow Demat Account in escrow for and on behalf of and in trust for the respective Selling Shareholders in accordance with the terms of this Agreement and shall, on behalf of the Selling Shareholders, instruct the Depositories not to recognise any Transfer which is not in accordance with the terms of this Agreement. Provided, however, that the Parties agree and acknowledge that the Red Herring Prospectus shall not be filed unless the Offered Shares are debited from each Selling Shareholders' Demat Account and successfully credited into the Escrow Demat Account.
- 3.3. Subject to, and in accordance with the terms and conditions hereof, the Share Escrow Agent shall receive and hold in the Escrow Demat Account the Offered Shares and shall release the Final Sold Shares to the Allottees, in the manner provided in this Agreement. Notwithstanding the provisions of Clause 3.1, the Share Escrow Agent shall release and credit back to each of the respective Selling Shareholders' Demat Accounts, any Unsold Shares within 1 Working Day after release of their respective portion of the Final Sold

Shares to the demat account(s) of the Allottees, if any, or in the event of an occurrence of an Event of Failure in the manner provided in this Agreement.

4. OWNERSHIP OF THE OFFERED SHARES

- 4.1. Each of the Selling Shareholders undertakes to retain the Offered Shares in the Escrow Demat Account until the completion of events set forth in Clause 5 hereof and in accordance with the terms of this Agreement. Notwithstanding any provisions of this Agreement, the Parties agree and acknowledge that with respect to the Offered Shares, in the instance the Red Herring Prospectus is not filed within ten (10) Working Days from the deposit of the Offered Shares in the Escrow Demat Account, or such other date as may be mutually agreed between the Company, the Selling Shareholders and the BRLMs pursuant to this Clause 4, or happening of an Event of Failure, whichever is earlier, as applicable, the Share Escrow Agent (or any new share escrow agent appointed pursuant to this agreement) shall, upon receipt of instructions in writing, debit the respective Offered Shares from the Escrow Demat Account and credit such Offered Shares into the respective Selling Shareholder(s) Demat Accounts in the same proportion, from which such Offered Shares were originally credited to the Escrow Demat Account by each of the Selling Shareholders. Once the Offered Shares are credited back to the respective Selling Shareholder Demat Accounts, if the Company and the Selling Shareholders, desire to file the Red Herring Prospectus with the RoC and new Deposit Date is determined, the Selling Shareholders shall debit their respective portion of the Offered Shares from their respective Selling Shareholder Demat Accounts and credit such Offered Shares to the escrow demat account again in accordance with this Agreement, or as mutually agreed between the Company and the Selling Shareholders in consultation with the BRLMs.
- 4.2. The Parties agree that during the period that the respective portion of the Offered Shares are held in escrow in the Escrow Demat Account, any dividend declared or paid on the Offered Shares shall be to the credit of the respective Selling Shareholders, to the extent of their respective portion of the Offered Shares. Further, if such dividend is declared or paid, it shall be released by the Company into their respective bank account(s) as may be notified in writing by each Selling Shareholder. In addition, until the respective portion of the Offered Shares are credited to the demat accounts of the Allottees on the Closing Date, each Selling Shareholder shall, severally and not jointly, continue to be the beneficial and legal owner of the respective portion of the Offered Shares and exercise severally, and not jointly, all their respective rights in relation to their respective portion of the Offered Shares, including, without limitation, the voting rights, dividends and other corporate benefits, if any, attached to such respective Offered Shares. During the period that the Offered Shares are held in the Escrow Demat Account, each of the Selling Shareholders shall be entitled to give any instructions (severally and not jointly) in respect of any corporate actions (not creating a lien on the Offered Shares or being in the nature of a Transfer, except pursuant to the Offer in accordance with the Red Herring Prospectus, Prospectus and the terms of this Agreement) as legal and beneficial holders of their respective proportion of the Offered Shares, to be carried out relating to their respective Offered Shares. Notwithstanding the aforesaid, and without any liability on any of the Selling Shareholders, 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* with the Equity Shares.
- 4.3. The Share Escrow Agent hereby agrees and confirms that it shall have no rights and it shall not at any time, whether during a claim for breach of this Agreement or not, claim, have, be entitled to or exercise any voting rights, beneficial interest or control over or in

respect of the Offered Shares, as applicable, other than as provided for in this Agreement.

- 4.4. All rights and obligations of the Parties under this Agreement shall be several and not joint and no Party shall be responsible or liable, directly, or indirectly, for the acts or omissions or obligations of any other Party.
- 4.5. Notwithstanding anything stated herein and/or in any other agreement, the Parties hereby agree that each Selling Shareholder is, and shall continue to be, the beneficial and legal owner of its respective portion of the Offered Shares until the Transfer and Allotment of the Offered Shares (or part thereof) to the demat accounts of the Allottees on the Closing Date. The Parties further agree that, if the Offered Shares, or any part thereof, are credited back to the respective Selling Shareholders' Demat Account, as applicable pursuant to Clauses 5.2, 5.4, 5.5 and 5.6 and Clause 9 of this Agreement, each such Selling Shareholder shall continue to have complete legal and beneficial ownership of such Offered Shares credited back to respective Selling Shareholders' Demat Account and shall continue to enjoy the rights attached to such Offered Shares as if no Offered Shares had been transferred to the Escrow Demat Account by such Selling Shareholders.
- 4.6. The rights and obligations of each of the Parties under this Agreement and the representations, warranties, undertakings and covenants provided by each of the Parties 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.

5. OPERATION OF THE ESCROW DEMAT ACCOUNT

- 5.1. On the Closing Date:
 - a. The Company shall provide a certified copy of the resolution of the Board of Directors or the IPO Committee, as the case may be, approving the Allotment, to the Share Escrow Agent (with a copy to each of the Selling Shareholders and the Book Running Lead Managers). The Company shall inform each of the Selling Shareholders, the Share Escrow Agent and the Book Running Lead Managers in writing in the format provided in **Annexure IV** along with a copy of the Corporate Action Requisition to the Depositories to debit the Final Sold Shares from the Escrow Demat Account and credit such Final Sold Shares to the demat accounts of the Allottees in relation to the Offer.
 - b. The Company shall issue instructions, in writing, (along with a copy of the resolution of the Board of Directors or the IPO Committee, as the case may be), to the Depositories and the Share Escrow Agent for debiting the Final Sold Shares from the Escrow Demat Account and the crediting of the Final Sold Shares to the respective demat accounts of the Allottees pursuant to the Offer with a copy to each of the Selling Shareholders and the Book Running Lead Managers, in the format provided in **Annexure V**.
- 5.2. Upon receipt of the instructions, as stated in Clause 5.1(b) from the Company, and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure the debit of the Final Sold Shares from the Escrow Demat Account and credit to the respective demat accounts of the Allottees of the Final Sold Shares in relation to the Offer, in terms of the Corporate Action Requisition within the time period as specified in the Red Herring Prospectus and the Prospectus and as

prescribed under Applicable Law and shall release and credit back to the relevant Selling Shareholders' Demat Account any Unsold Shares remaining to the credit of the Escrow Demat Account within 1 Working Day of the completion of Transfer of Final Sold Shares to the demat accounts of the Allottees. The Share Escrow Agent shall intimate the Company, each of the Selling Shareholders and the Book Running Lead Managers of the completion of the actions stated herein, in the format set forth herein as **Annexure VII**. It is hereby clarified that for the purpose of this Clause 5.2, the debit of the respective Final Sold Shares of each Selling Shareholder shall, subject to rounding off, be in the same proportion (amongst the Selling Shareholders) as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholders pursuant to Clauses 3.1 and 3.2. It is further clarified that with (i) the debit of the Final Sold Shares from the Escrow Demat Account and credit of the same to the demat accounts of the Allottees and (ii) the listing of the Equity Shares on Stock Exchanges, the monies received for the Final Sold Shares, subject to deductions of offer expenses and other applicable taxes, will be transferred from the Public Offer Account to the respective Selling Shareholder as per the terms of the Cash Escrow and Sponsor Bank Agreement to be executed in relation to the Offer.

- 5.3. In the event of an occurrence of an Event of Failure, the Company shall immediately and not later than 1 day from the date of occurrence of such event, intimate each of the Selling Shareholders, the Share Escrow Agent and the Book Running Lead Managers in writing, in the form set out in **Annexure VI (Share Escrow Failure Notice)**. The Share Escrow Failure Notice shall also indicate the credit of the respective portion of the Offered Shares back to the relevant Selling Shareholders' Demat Accounts and also indicate if the Event of Failure has occurred before or after the Transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2 of this Agreement.
- 5.4. Upon the occurrence of an Event of Failure, if the Company fails to issue the Share Escrow Failure Notice pursuant to Clause 5.3 within a period of 1 Working Day from the date of occurrence of an Event of Failure, the Selling Shareholders may, severally and not jointly, opt to issue a Share Escrow Failure Notice to the Share Escrow Agent, the Book Running Lead Managers and the Company in a form as set out in **Annexure VIA (Selling Shareholder's Share Escrow Failure Notice)**. The Share Escrow Failure Notice, or the Selling Shareholder's Share Escrow Failure Notice, as the case may be, shall indicate whether the Event of Failure has occurred before or after the transfer of the Final Sold Shares to the Allottees in accordance with Clause 5.2.
- 5.5. Upon receipt of a Share Escrow Failure Notice indicating that the Event of Failure has occurred prior to the transfer of the Final Sold Shares to the Allottees in terms of Clause 5.2, (i) the Share Escrow Agent shall not transfer any Offered Shares to any Allottee or any Person other than the respective Selling Shareholders, and (ii) within 1 Working Day of receipt of the Share Escrow Failure Notice by the Share Escrow Agent pursuant to Clause 5.3, the Share Escrow Agent shall release and credit back the respective portion of the Offered Shares standing to the credit of the Escrow Demat Account immediately to the respective Selling Shareholders' Demat Accounts, provided however, that in case of any application money lying in the Escrow Account (in terms of the Cash Escrow and Sponsor Bank Agreement) or in case Bid Amounts have been transferred to the Public Offer Account, the Share Escrow Agent shall debit the Escrow Demat Account and credit the respective Selling Shareholders' Demat Accounts with the Offered Shares after receiving confirmation of completion of refund of such moneys by the Company, along with the bank statements showing no balance in the Escrow Account and Public Offer Account subject to Applicable Law.
- 5.6. Upon receipt of a Selling Shareholder's Share Escrow Failure Notice indicating that the

Event of Failure has occurred prior to the transfer of the Final Sold Shares to the Allottees in terms of Clause 5.2, (i) the Share Escrow Agent shall not transfer any Offered Shares to any Allottee or any Person other than the respective Selling Shareholders, and (ii) within 1 Working Day of receipt of the Selling Shareholder's Share Escrow Failure Notice by the Share Escrow Agent pursuant to Clause 5.4, the Share Escrow Agent shall release and credit back the respective portion of the Offered Shares standing to the credit of the Escrow Demat Account immediately to the respective Selling Shareholders' Demat Accounts, provided however, that in case of any application money lying in the Escrow Account (in terms of the Cash Escrow and Sponsor Bank Agreement) or in case Bid Amounts have been transferred to the Public Offer Account, the Share Escrow Agent shall debit the Escrow Demat Account and credit the respective Selling Shareholders' Demat Accounts with the Offered Shares after receiving confirmation of completion of refund of such moneys by the Company, along with the bank statements showing no balance in the Escrow Account and Public Offer Account subject to Applicable Law.

- 5.7. Upon receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, as the case may be, and in the event of an occurrence of an Event of Failure after the transfer of the Final Sold Shares to the Allottees, but prior to receipt of final listing and trading approvals from the Stock Exchanges, the Share Escrow Agent, the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, SEBI, Stock Exchanges, Depositories, as the case may be, shall take such appropriate steps for the credit of such Equity Shares constituting the Final Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account within 1 Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, as the case may be, in accordance with the order / direction / guidance of SEBI / Stock Exchanges / Depositories and subject to Applicable Law.
- 5.8. Immediately upon the credit of any of the Equity Shares into the Escrow Demat Account in terms of Clause 5.7 of this Agreement, the Share Escrow Agent shall, transfer all such Equity Shares constituting the Final Sold Shares from the Escrow Demat Account in the equivalent respective portions of the Offered Shares to the Selling Shareholders' Demat Accounts within 2 Working Days from the receipt of the Share Escrow Failure Notice or the Selling Shareholder's Escrow Failure Notice, as the case may be, simultaneously with the refund of such Offer Proceeds to the Bidders by the Company and each of the Selling Shareholders. The number of Final Sold Shares transferred back from the respective demat accounts of the Allottees to Escrow Demat Account, and subsequently from the Escrow Demat Account to the respective Selling Shareholder Demat Accounts, pursuant to the reversal of credit contemplated under this Clause upon receipt of the Share Escrow Failure Notice or the Selling Shareholder's Share Escrow Failure Notice, as the case may be, shall be equal to the number of Equity Shares of the respective Selling Shareholders Allotted pursuant to the Offer and credited to the demat accounts of the Allottees.
- 5.9. Upon the occurrence of an Event of Failure, the Company shall provide reasonable cooperation and assistance, as may be required, to ensure that the Selling Shareholders receive the Offered Shares in accordance with this Clause 5 and the Share Escrow Agent will ensure (in whatsoever manner possible) that each of the Selling Shareholders receive back their respective portion of the Offered Shares including the Final Sold Shares credited back to the Escrow Demat Account, in accordance with this Clause 5, as the case may be.

6. REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF THE SHARE

ESCROW AGENT

- 6.1. The Share Escrow Agent represents, warrants, undertakes and covenants to the Company, each of the Selling Shareholders and the BRLMs that each of the following statements is accurate at the date of this Agreement and is deemed to be repeated on each date during the term of this Agreement by reference to the facts and circumstances then prevailing:
- a. 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;
 - b. it has the necessary authority, approvals, competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
 - c. this Agreement has been duly validly executed by it, and this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
 - d. the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorised and does not and will not contravene (i) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority, (ii) its charter 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;
 - e. no mortgage, charge, pledge, lien, trust, security interest or other encumbrance has been or shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein;
 - f. the Offered Shares deposited in the Escrow Demat Account shall not be considered as assets of the Share Escrow Agent under any circumstances or events, including without limitation during any bankruptcy, insolvency, liquidation or winding up proceedings.
 - g. (i) it shall hold the respective Offered Shares credited to the Escrow Demat Account, in escrow for and on behalf of, and in trust for, the Selling Shareholders in their respective portion of the Offered Shares in accordance with the terms of this Agreement; and be kept separate and segregated from its general assets and represent so in its records; and (ii) instruct the Depositories not to, recognise any Transfer which is not in accordance with the terms of this Agreement; and
 - h. it is solvent, there is no adverse order or injunction or decree, restraining it to carry activities as listed in this Agreement has been passed or made by a court of competent jurisdiction or a tribunal in any proceeding and to the best of its knowledge, 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. As used herein, the term “solvent” means, with respect to an entity, on a particular date, that on such date (a) the fair market value of the assets is greater than the liabilities of such entity, or (b) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, or (c) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, or (d) the entity does not have unreasonably small capital.

- 6.2. The Share Escrow Agent undertakes to the Company and the Selling Shareholders, that it shall act with due diligence, care and skill while discharging its obligations under this Agreement and to notify to the Company and each of the Selling Shareholders in writing promptly if it becomes aware of any circumstance, which would render any of the above statements to be untrue or inaccurate or misleading in any respect.
- 6.3. The Share Escrow Agent undertakes to the Company and the Selling Shareholders that it shall be solely responsible for the operation of the Escrow Demat Account and shall retain the Offered Shares in the Escrow Demat Account until the completion of events described in Clause 5 above. In relation to the Escrow Demat Account, the Share Escrow Agent shall not act on any instructions contrary to the terms of this Agreement, of any Person including the Company or any of the Selling Shareholders.
- 6.4. The Share Escrow Agent hereby agrees and undertakes to implement all written instructions provided 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 Share Escrow Agent shall have the power to, and shall be responsible to seek necessary instructions from the Company and the Selling Shareholders and any and all such instructions as are duly provided by the relevant authorised signatories of the Company in writing (upon prior written consent from the Selling Shareholders and the Book Running Lead Managers), shall be implemented by the Share Escrow Agent, in accordance with Applicable Law. The Share Escrow Agent acknowledges that the Company and Selling Shareholder may be subject to liabilities or losses of whatsoever nature (including reputational) made, suffered or incurred if the Share Escrow Agent fails to comply with any of its obligations under the Share Escrow Agreement. The Share Escrow Agent shall provide to the Selling Shareholders, the Company and the BRLMs 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.
- 6.5. The Share Escrow Agent shall provide to each Selling Shareholder and the Company, from time to time, statements of the accounts, on a monthly basis or as and when requested by the Parties, in writing, until closure of the Escrow Demat Account.
- 6.6. The Share Escrow Agent hereby acknowledges and shall ensure compliance with Applicable Law and shall ensure that the Escrow Demat Account shall not be operated in any manner for any purpose other than as per this Agreement and Applicable Law. The Share Escrow Agent agrees and undertakes to act with due diligence, care and exercise skill and within the prescribed timelines while discharging its obligations under this Agreement and in accordance with and comply with Applicable Law.
- 6.7. The Share Escrow Agent hereby agrees and consents to the inclusion of its name and references to it for the purposes of the Offer, in whole or any part thereof, in the Red Herring Prospectus, the Prospectus and any other material prepared in connection with

the Offer which are intended to be filed with the SEBI, RoC and the Stock Exchanges. Further, the Share Escrow Agent hereby agrees that it will immediately inform the Company, the Selling Shareholders and the BRLMs of any changes to declarations and changes to the representation and obligations made under this Agreement. In the absence of any such communication, the Parties to this Agreement can assume that there is no change to the above information.

7. INDEMNITY

- 7.1. The Share Escrow Agent hereby agrees to, and shall keep, the Company and each of the Selling Shareholders including each of their respective Affiliates, directors, management, representatives, managers, advisors, employees, associates, advisors, officers, agents, successors, intermediaries or other Persons acting on its behalf and permitted assigns and/or any other Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such indemnified Person (together, the **Indemnified Party**), fully indemnified, at all times, from and against any and all claims, penalties, actions, liabilities, causes of action (probable or otherwise), unreasonable delay, suits, demands, proceedings, liabilities, damages, writs, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses (including, without limitation, interest, fines, penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational) made, suffered or incurred arising from difference or fluctuation in exchange rates of currencies and investigation costs and court costs) loss of GST credits, or demands, interest, penalties, late fee, or any amount imposed by any tax authorities (including GST authorities in India) arising out of a non-compliance or default committed by the Share Escrow Agent, or losses, of whatsoever nature (including reputational) made, suffered or incurred including pursuant to any legal proceedings instituted or threatened against any such Indemnified Party or any other Person relating to or resulting from any delay or from any breach or consequent upon or arising out of any breach or alleged breach of any representation, warranty or undertaking, or in the performance of the obligations and responsibilities by the Share Escrow Agent, any provision of law, regulation, or order of any court regulatory, statutory and/or administrative authority, or any of the terms and conditions set out in this Agreement or any delay, failure, negligence, fraud, misconduct, willful default or bad faith, if any, or arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith or willful default from performing its duties, obligations and responsibilities by the Share 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 in accordance with Applicable Law. For the avoidance of doubt, the right of any Indemnified Party to be indemnified under this Clause 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under Applicable Law or equity or otherwise, including any right for damages.
- 7.2. The Share Escrow Agent hereby agrees that failure of any Indemnified Person to exercise part of any of its 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 Person of any of its rights established herein.
- 7.3. The Share Escrow Agent also undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in the format set out in **Schedule A (Letter of Indemnity)** to the Book Running Lead Managers, to indemnify the BRLM Indemnified Party (as defined in the Letter of Indemnity). The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity.

8. TERM AND TERMINATION

8.1. This Agreement shall be effective from the Agreement Date until termination pursuant to Clause 8.2 and 8.4.

8.2. Termination

This Agreement shall terminate upon the occurrence of the earlier of the following:

- a. the completion of the events mentioned in Clause 5 hereinabove in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law;
- b. in the event of the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent shall continue to be responsible and ensure compliance of its obligations and undertakings under Clause 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 of this Agreement. For the purpose of the Clause 8.2, it is clarified that, on occurrence of an Event of Failure, this Agreement shall be terminated as mutually decided between the Company, the Selling Shareholders and the Book Running Lead Managers, provided that the provisions of Clauses 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 shall survive such termination; or
- c. the declaration or occurrence of any event or initiation of proceeding of bankruptcy, insolvency, winding up, liquidation or receivership (whether voluntary or otherwise) of or in respect of, or suspension or cessation of business (whether temporary or permanent) by, the Share Escrow Agent. The Share Escrow Agent shall promptly issue a written notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings abovementioned, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.

8.3. The provisions of Clause 5, Clause 6, Clause 7, Clause 8.2 (b), this Clause 8.3, Clause 9 and Clause 10 shall survive the termination of this Agreement pursuant to Clause 8.2 and 8.4 of this Agreement.

8.4. In an event of willful default, bad faith, willful misconduct, negligence or commission of fraud by the Share Escrow Agent or breach by the Share Escrow Agent of its representations, obligations and undertakings under this Agreement, the Share Escrow Agent, at its own cost, shall take all measures to immediately rectify and make good such willful default, willful misconduct, negligence or fraud or breach within a period of 2 days of receipt of written notice of such breach by the Company or any of the Selling Shareholders. The Company and each of the Selling Shareholders shall reserve the right to terminate this Agreement immediately, if the Share Escrow Agent is unable to rectify such breach, at its own cost, within a period of 2 days of receipt of written notice of such breach from the Company, or the Selling Shareholders. Further, this Agreement may be immediately terminated by the Company and the Selling Shareholders in the event of wilful default, bad faith, willful misconduct, negligence, commission of fraud by the Share Escrow Agent or a breach by Share Escrow Agent of its representations, warranties, obligations undertakings or covenants as set out in this Agreement by a written notice to the Share Escrow Agent, with a copy to the BRLMs. Such termination shall be operative only in the event that the Company and each of the Selling Shareholder, in consultation with each of the Book Running Lead Managers, simultaneously appoints a substitute share escrow agent of equivalent standing, which the substitute share escrow agent shall agree to terms, conditions and obligations similar to the provisions hereof. The erstwhile Share Escrow Agent shall without any limitation

continue to be liable for all actions or omissions until such termination becomes effective and shall be subject to the duties and obligations contained herein until the appointment of a substitute share escrow agent and shall provide all necessary cooperation and support to ensure smooth transition to such substitute Share Escrow Agent and transfer any Offered Shares lying to the credit of the Share Escrow Account in manner specified by the Company and the relevant Selling Shareholder, as applicable. The substitute share escrow agent shall enter into an agreement, substantially in the form and nature of this Agreement (including the execution and delivery of the Letter of Indemnity to the Book Running Lead Managers substantially in the format set out in **Schedule A**), with the Company and the Selling Shareholders. Further, for the purposes of entering into such a mutual agreement, the Parties thereto shall not be under any obligation to be guided by the directions of the erstwhile Share Escrow Agent.

- 8.5. The Share Escrow Agent shall promptly issue a notice to the Parties, on becoming aware of the occurrence of any of the events or proceedings as set out in Clause 8.2(c) above, including any pending, potential or threatened proceeding which would likely result in the occurrence of such event.
- 8.6. It is clarified that in the event of termination of this Agreement in accordance with this Clause 8, the obligations of the Share Escrow Agent shall be deemed to be completed only when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts, and the Escrow Demat Account has been duly closed.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

- 9.1. In the event of termination in accordance with Clause 8.2(a) or 8.2(b), the Share Escrow Agent shall close the Escrow Demat Account within a period of 2 Working Days from completion of the events outlined in Clause 5 and shall send prior written intimation to the Company, the Selling Shareholders and the Book Running Lead Managers relating to the closure of the Escrow Demat Account.
- 9.2. Notwithstanding Clause 9.1, above, in the event of the termination of this Agreement in accordance with Section 8.2(c), the Share 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 Account within 1 Working Day of the completion of credit of the Final Sold Shares in accordance with Clause 5.2 or the receipt by the Share Escrow Agent of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice, as applicable and shall take necessary steps to ensure closure of the Escrow Demat Account, unless the Company, the Book Running Lead Managers and the Selling Shareholders have instructed it otherwise .
- 9.3. In the event of termination of this Agreement pursuant to Clause 8.4, the Share Escrow Agent shall immediately and in any event within 1 Working Day from the date of appointment of the substitute share escrow agent, close the Escrow Demat Account and debit all the Offered Shares from the Escrow Demat Account and credit them to the share escrow demat account opened by the substitute share escrow agent.
- 9.4. Upon its debit and delivery of the Offered Shares which are lying to the credit of the Escrow Demat Account to successful Allottees demat accounts and/or Unsold Shares to the Selling Shareholders' Demat Accounts and closure of the Escrow Demat Account, as set out in Clause 9.1 and 9.2 above, the Share Escrow Agent shall, subject to Clause 8.3 and completion of the events outlined in Clause 5, be released and discharged from any and all further obligations arising out of or in connection with this Agreement other than as set out in this Agreement or as required under Applicable Law. Without prejudice

to the accrued rights of the Parties hereunder, upon termination due to any event mentioned under Clause 8.2, the Share Escrow Agent shall continue to be liable for its acts and omissions until such termination and until the appointment of a substitute share escrow agent in accordance with Clause 8.4, in such event, the Share Escrow Agent shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent.

10. GENERAL

10.1. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement or for the purpose of this Agreement shall be written in English and shall be deemed validly delivered on the authorised representative of the Parties receiving such communication or left at the addresses as specified below or sent to the e-mail address of the Parties respectively or such other addresses or facsimile numbers as each Party may notify in writing to the other. Further, any notice sent to any Party shall also be marked to all the remaining Parties, as applicable:

If to the Company:

J.G.Chemicals Limited

Adventz Infinity @ 5, 15th Floor, Unit 1511,
Plot 5 Block - BN, Sector - V,
Salt Lake Electronics Complex,
Bidhan Nagar CK Market, North 24 Parganas,
Saltlake, West Bengal, 700 091, India
Attention: Swati Poddar
Email: corporate@jgchem.com

If to the Selling Shareholder 1:

Vision Project & Finvest Private Limited

Adventz Infinity @ 5, 15th Floor, Unit 1511,
Plot 5 Block - BN, Sector - V,
Salt Lake Electronics Complex,
Bidhan Nagar CK Market, North 24 Parganas,
Saltlake, West Bengal, 700 091, India
Attention: Anirudh Jhunjunwala
Email: finance@bdjgroup.com

If to the Selling Shareholder 2:

Jayanti Commercial Limited

Adventz Infinity @ 5, 15th Floor, Unit 1511,
Plot 5 Block - BN, Sector - V,
Salt Lake Electronics Complex,
Bidhan Nagar CK Market, North 24 Parganas,
Saltlake, West Bengal, 700 091, India
Attention: Aakriti Jhunjunwala
Email: finance@bdjgroup.com

If to the Selling Shareholder 3:

Suresh Kumar Jhunjunwala (HUF)

Adventz Infinity @ 5, 15th Floor, Unit 1511,
Plot 5 Block - BN, Sector - V,

Salt Lake Electronics Complex,
Bidhan Nagar CK Market, North 24 Parganas,
Saltlake, West Bengal, 700 091, India
Attention: Anirudh Jhunjunwala
Email: finance@bdjgroup.com

If to the Selling Shareholder 4:

Anirudh Jhunjunwala (HUF)
Adventz Infinity @ 5, 15th Floor, Unit 1511,
Plot 5 Block - BN, Sector - V,
Salt Lake Electronics Complex,
Bidhan Nagar CK Market, North 24 Parganas,
Saltlake, West Bengal, 700 091, India
Attention: Anirudh Jhunjunwala
Email: finance@bdjgroup.com

If to the Share Escrow Agent

Kfin Technologies Limited
(formerly known as KFin Technologies Private Limited)
Selenium, Tower B, Plot No. 31 and 32 Financial District,
Nanakramguda, Serilingampally Hyderabad,
Rangareddi 500 032, Telangana, India
Attention: Murali Krishna M
Email: murali.m@kfintech.com

10.2. **Assignment**

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.

10.3. **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 Closing Date.

10.4. **Governing Law and Submission to Jurisdiction**

10.4.1. This Agreement, the rights and obligations of the Parties hereto, and any claims or Disputes (as defined herein) is governed by and shall be construed in accordance with the laws of Republic of India.

10.4.2. The courts and tribunals at Kolkata, India shall have exclusive jurisdiction in respect of all matters relating to or arising out of this Agreement.

10.5. **Dispute Resolution**

10.5.1. In the event of any dispute, controversy or claim arising out of or in relation to or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, enforceability, implementation, breach or alleged breach, termination, or legal relationships established by this Agreement (**Dispute**), the parties to

the dispute (**Disputing Parties**) shall in the first instance seek to resolve the matter amicably through discussion amongst them. In the event that the Dispute is unresolved within 15 days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by the arbitration proceedings referred to in this Clause 10.5.

10.5.2. Any Dispute shall be referred to and finally resolved by binding arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended (**Arbitration Act**) and Master Circular issued by SEBI bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and the relevant circulars issued by SEBI, as applicable. The arbitration shall be conducted by a panel of 3 or more arbitrators (one arbitrator to be appointed by each of the disputing party, and a third or such additional number of arbitrators to be jointly appointed by the arbitrators so appointed by each of the disputing parties within 15 days of the receipt of the arbitrator's confirmation of his appointment by the latter disputing party, as would make the total number of arbitrators on the panel an odd number). In the event that any of the Disputing Parties fail to appoint an arbitrator, or the 2 arbitrators so appointed fail to appoint the third arbitrator as provided in this Clause 10.6.2, such arbitrator(s) shall be appointed in accordance with the Arbitration Act, and each arbitrator so appointed shall have at least 5 years of relevant expertise in the area of securities and/or commercial laws. The seat, or legal place, of arbitration shall be Kolkata, India. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction. The arbitration award shall state the reasons on which it was based. A Person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitrators shall have the power to award interest on any sums awarded. The Disputing Parties shall bear respective costs unless otherwise awarded or fixed by the arbitrators. The arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel) to such Disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement. The Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement.

10.6.1. Nothing in Clause 10.6 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the competent courts at Kolkata, India shall have sole and exclusive jurisdiction to grant any interim and/or appellate interim reliefs in relation to any Dispute under this Agreement.

10.6.2. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement, the Offer Agreement and the Fee Letters.

10.6. **Supersession**

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

hereof and as of the date hereof constitute the entire understanding of the Parties with respect to the subject matter.

10.7. **Amendments**

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

10.8. **Third Party Benefit**

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

10.9. **Successors And Assigns**

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

10.10. **Severability**

If any provision or any portion of a provision of this Agreement is or becomes invalid or unenforceable, in any respect under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable this Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.

10.11. **Confidentiality**

10.11.1. The Share Escrow Agent 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 intended to be, 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 and professional advisors, that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.
- ii. any Person to whom it is required by Applicable Law to disclose such information or at the request of any regulatory or supervisory authority with whom it customarily complies.

10.11.2. In relation to Clause 10.12.1, the Share Escrow Agent 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 Share Escrow Agent is required to disclose the Confidential Information under Applicable Law, then the Share Escrow Agent shall ensure that such information shall not be issued or dispatched without the prior written consent of the Company and/or the Selling Shareholders, except as required under Applicable Law;

provided that if such information is required to be so disclosed, the Share Escrow Agent shall ensure that the other Parties are informed reasonably in advance, prior to such disclosure being made, and the Share Escrow Agent shall minimise the disclosed information only to the extent required by Applicable Law. The Share Escrow Agent shall cooperate with any action that the Company and/or the Selling Shareholders, as the case may be, may request to maintain the confidentiality of such information as permitted under Applicable Law.

10.11.3. Confidential Information shall be deemed to exclude any information:

- i. which is already in the possession of the receiving Party on a non-confidential basis.
- 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.

10.12. **Specific Performance**

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

10.13. **Specimen Signatures**

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

10.14. **Counterparts**

This Share Escrow Agreement may be executed in one or more counterparts, and when executed and delivered by the Parties, shall constitute a single binding agreement.

[signature page follows]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G.Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

IN WITNESS WHEREOF the Parties have caused these presents to be executed on the day and year written hereinabove.

For and behalf of J.G.Chemicals Limited

J.G. Chemicals Limited



Director

Authorized Signatory

Name: ANIRUDH JHUNJHUNWALA

Designation: CEO & MANAGING DIRECTOR

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G.Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

For and behalf of Vision Projects & Finvest Private Limited

For VISION PROJECTS & FINVEST PVT. LTD.



~~Director/Authorised Signatory~~

Authorised Signatory

Name: ANIRUDH JHUNJHUNWALA

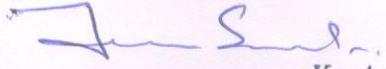
Designation: DIRECTOR

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G.Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

For and behalf of Suresh Kumar Jhunjhunwala (HUF)

Suresh Kumar Jhunjhunwala (HUF)


Karta

Authorised Signatory

Name: SURESH JHUNJHUNWALA

Designation: KARTA

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G. Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

For and behalf of Anirudh Jhunjhunwala (HUF)

Anirudh Jhunjhunwala (HUF)



Karta

Authorised Signatory

Name: ANIRUDH JHUNJHUNWALA

Designation: KARTA

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G.Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

For and behalf of Jayanti Commercial Limited

For Jayanti Commercial Limited

Shilpa Jhunjhunwala

Authorised Signatory ^{Authorised Signatory/Director}

Name: SHILPA JHUNJHUNWALA

Designation: DIRECTOR

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Share Escrow Agreement executed among J.G.Chemicals Limited, the Selling Shareholders and the Share Escrow Agent in relation to the Offer.

For and on behalf of KFIN TECHNOLOGIES LIMITED(formerly known as KFin Technologies Private Limited)




Authorised Signatory

Name: M.Murali Krishna

Designation: Vice President

Annexure I

Affiliates with respect to any Party means:

- i. any Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party;
- ii. any Person over whom such Party has a 'significant influence' or which has 'significant influence' over such Party, where:
 - a. 'significant influence' over a Person is the power to participate in the management, financial or operating policy decisions of that Person but is less than Control over those policies and
 - b. the shareholders beneficially holding, directly or indirectly through one or more intermediaries, at least a 10% interest in the voting power of that Person are presumed to have a significant influence over that Person; and
- iii. any other Person that is a holding company, subsidiary or associate company of such Party.

None of the Selling Shareholders or their respective affiliates (as applicable) will be considered as Affiliates of the Company or other Party in terms of this Agreement.

For the purposes of this Agreement, the terms 'holding company', 'subsidiary' and 'associate company' shall have the respective meanings set forth in Section 2 of the Companies Act and will include any holding company, subsidiary company or associate company of the Company, during the subsistence of this Agreement.

Agreement shall mean this agreement entered into between the Parties as of the date hereof, and shall include reference to any amendments thereto;

Allottee(s) shall mean a successful Bidder to whom the Equity Shares are Allotted;

Allotment / Allot / Allotted means, unless the context otherwise requires, the allotment or transfer, as the case may be, of Equity Shares offered pursuant to the Fresh Issue and transfer of the Offered Shares by the Selling Shareholders pursuant to the Offer for Sale to successful bidders;

Anchor Investor means a QIB applying under the Anchor Investor Portion in accordance with the requirements specified in the SEBI ICDR Regulations and the Red Herring Prospectus and who has Bid for an amount of at least ₹ 100 million;

Anchor Investor Allocation Price means the price at which Equity Shares will be allocated to Anchor Investors, at the end of the Anchor Investor Bid/Offer Period, in terms of the Red Herring Prospectus and the Prospectus. The Anchor Investor Allocation Price shall be determined by the Company in consultation with the BRLMs during the Anchor Investor Bid / Offer Period;

Anchor Investor Bidding Date means the day, being one Working Day prior to the Bid/Offer Opening Date, on which Bids by Anchor Investors shall be submitted, prior to and after which the BRLMs will not accept any Bids from Anchor Investors, and allocation to Anchor Investors shall be completed;

Anchor Investor Portion means up to 60% of the QIB Portion which may be allocated by the Company in consultation with the Selling Shareholders and the BRLMs, to Anchor Investors, on a discretionary basis in accordance with the SEBI ICDR Regulations. One third of the Anchor Investor Portion shall be reserved for domestic Mutual Funds, subject to valid Bids being received from

domestic Mutual Funds at or above the Anchor Investor Allocation Price, which shall be determined by the Company, in consultation with the Selling Shareholders and the BRLMs;

Anchor Investor Offer Price means the Final price at which the Equity Shares will be Allotted to Anchor Investors in terms of the Red Herring Prospectus and the Prospectus, which price will be equal to or higher than the Offer Price but not higher than the Cap Price. The Anchor Investor Offer Price will be decided by the Company in consultation with the BRLMs;

Applicable Law means any applicable law, statute, bye law, regulation, rule, guideline, notification circular, order, regulatory policy (including any requirement or notice of any regulatory body), order of any judicial or quasi-judicial authority or directive, delegated or subordinate legislation in any applicable jurisdiction, inside or outside India, including, any applicable securities law in any relevant jurisdiction, the SEBI Act, the SCRA, the SCRR, the Companies Act, the SEBI ICDR Regulations, the SEBI Listing Regulations, the Foreign Exchange Management Act, 1999 and rules and regulations thereunder, and the guidelines, instructions, rules, communications, circulars and regulations issued by any Governmental Authority, similar rules, regulations, orders and directions in force in other jurisdictions where there is any invitation, offer or sale of the Equity Shares in the Offer;

Basis of Allotment means the basis on which the Equity Shares will be Allotted to successful Bidders under the Offer, as described in the section titled “*Offer Procedure*” of the Red Herring Prospectus;

Bid cum Application Form shall mean the form in terms of which the Bidder shall make a Bid, including ASBA Form, and which shall be considered as the application for the Allotment pursuant to the terms of the Red Herring Prospectus and the Prospectus;

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

Book Building Process shall mean the book building process as described in Part A, Schedule XIII of the SEBI ICDR Regulations, in terms of which the Offer is being made;

Book Running Lead Manager / BRLMs shall have the meaning ascribed to it in Recital D;

Confidential Information shall have the meaning assigned to the said term in Clause 10.11 of this Agreement;

CDSL means Central Depository Services (India) Limited;

Closing Date means the date of Allotment of the Equity Shares pursuant to the Offer;

Companies Act means the Companies Act, 1956 as applicable and the Companies Act, 2013, as notified and amended;

Control has the meaning set out under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended, and the terms **Controlling** and **Controlled** shall be construed accordingly;

Corporate Action Requisition shall mean the instructions duly signed by the Company, in the format as provided by the Share Escrow Agent (procured from the Depository), from time to time, along with supporting documentation, as applicable at time of respective transfers, authorizing the Depository(ies) to debit the Final Sold Shares from the Escrow Demat Account and credit the same to the demat account(s) of the Allottees in relation to the Offer;

Depository / (ies) shall mean NSDL and CDSL;

Deposit Date shall mean the date on which the Selling Shareholders are required to deposit their respective portions of the Offered Shares in the Escrow Demat Account, at least 2 Working Days prior to the filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed amongst the Company, the Selling Shareholders and the Book Running Lead Managers.

Depository Participant shall mean the depository participant within the meaning of the Depositories Act, 1996, as amended, who have agreements with the Depositories under Section 4(1) of the Depositories Act, 1996 and with whom the Registrar shall enter into agreements under Section 5 of the Depositories Act, 1996 for and on behalf of the Selling Shareholders;

Drop Dead Date shall mean such date after the Bid/Offer Closing Date not exceeding 3 Working Days from the Bid/Offer Closing Date or such other extended date as may be agreed in writing among the Company, the Selling Shareholders and Book Running Lead Managers;

Draft Red Herring Prospectus shall have the meaning ascribed to such term in Recital E;

Engagement Letter shall have the meaning assigned to the said term in Recital D of this Agreement;

Escrow Demat Account means the common dematerialised account to be opened by the Share Escrow Agent with the Depository Participant to keep the Offered Shares in escrow in terms of this Agreement;

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

- a. any event due to which the process of bidding or the acceptance of Bids cannot take place for any reason during the dates mentioned in the Red Herring Prospectus (including any revisions thereof);
- b. any event due to which the process of Bidding or the acceptance of Bids cannot start, including the Bid/Offer Opening Date not taking place for any reason on or before the Bid/Offer Opening Date or any other revised date agreed between the Parties;
- c. the Offer shall have become illegal or, shall have been enjoined 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 RoC Filing of Prospectus not being completed on or prior to the Drop Dead Date for any reason or withdrawn or abandoned for any reason;
- e. non-receipt of any regulatory approvals, in a timely manner in accordance with the Applicable Law or at all, including, the final listing and trading approval and any other approval from the Stock Exchanges within the time period prescribed under Applicable Law or such other date as may be agreed upon by the Company, the Selling Shareholders and the Book Running Lead Managers;
- f. the declaration of the intention of the Company and the Selling Shareholders in consultation with the Book Running Lead Managers, to withdraw and/or cancel and/or abandon the Offer at any time including after the Bid/Offer Opening Date and prior to the Closing Date, in accordance with Applicable Law;
- g. the Underwriting Agreement, or the Offer Agreement or the Engagement Letter being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, non-compliant with Applicable Law or, if its or their performance has been prevented by SEBI, any court or other judicial, statutory or regulatory body or tribunal having requisite authority and jurisdiction in this behalf, prior to the transfer of funds into the Public Offer Account, in accordance with this Agreement;

- h. the number of Allottees being less than 1,000 (one thousand);
- i. the requirement for allotment of the minimum number of Equity Shares as prescribed under Rule 19(2)(b) of the SCRR, is not fulfilled;
- j. the Underwriting Agreement not having been executed on or prior to the date of RoC Filing of the Prospectus, unless such date is otherwise extended in writing by Parties; or
- k. such other event as may be mutually agreed upon amongst the Company, the Selling Shareholders and the Book Running Lead Managers, in writing by the Parties; or
- l. any additional events as mentioned in the Cash Escrow and Sponsor Bank Agreement,

Final Sold Shares shall mean the Offered Shares, which are credited to the demat account(s) of the Allottees;

Governmental Authority shall include the SEBI, any Registrar of Companies, the Reserve Bank of India, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial or government-owned body, board, department, commission, authority, court, arbitrator, tribunal, agency or entity or any stock exchange, in India or outside India;

Indemnified Party shall have the meaning assigned to the said term in Clause 7.1 of this Agreement;

International Wrap means the final international wrap with respect to the Offer dated the date of, and attached to, the Prospectus to be used for Offer, offers and sales to persons outside India containing, among other things, international distribution, solicitation and transfer restrictions, together with all supplements, corrections, amendments and corrigenda thereto;

NSDL means National Securities Depository Limited;

Offer shall have the meaning assigned to the term in Recital A of this Agreement;

Offer Documents shall mean the Draft Red Herring Prospectus, the updated Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, the abridged Prospectus, the Preliminary Offering Memorandum for the Offer, the Offering Memorandum for the Offer, the Preliminary International Wrap, the International Wrap and the Bid cum Application Forms, together with all amendments, corrections, supplements or notices to investors or presentations to the investors, for use in connection with the Offer;

Offering Memorandum means the offering memorandum consisting of the Prospectus and the International Wrap;

Offered Shares shall have the meaning assigned to the term in Recital C of this Agreement;

Person(s) means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, governmental authority or trust or any other entity or organisation having legal capacity;

Preliminary International Wrap means the preliminary international wrap with respect to the Offer attached to the Red Herring Prospectus which was used for offers and sales to persons outside India containing, among other things, international distribution, solicitation and transfer restrictions and other information;

Preliminary Offering Memorandum shall mean the preliminary offering memorandum with respect to the Offer consisting of the Red Herring Prospectus and the Preliminary International Wrap;

RoC means the Registrar of Companies, Kolkata at West Bengal;

RoC Filing shall mean the date on which the Prospectus is filed with the RoC in accordance with requirements of Applicable Law, including the Section 32(4) of the Companies Act;

SEBI ICDR Regulations shall mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;

Selling Shareholders' Demat Account(s) shall mean the respective demat accounts of each of the Selling Shareholders from which such shares will be credited to the Escrow Demat Account, in accordance with this Agreement;

Share Escrow Agent shall have the meaning assigned to the said term in the preamble to this Agreement;

Share Escrow Failure Notice shall have the meaning assigned to the said term in Clause 5.3 of the Agreement;

Selling Shareholder's Share Escrow Failure Notice shall have the meaning assigned to the said term in Clause 5.4 of the Agreement;

Third Party shall mean any Person other than the Parties;

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

Unsold Shares shall mean any unsold Offered Shares, if any, remaining to the credit of the Escrow Demat Account after release of the Final Sold Shares to the demat account(s) of the Allottees; and

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

Annexure II

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: [●]

To

[The Company]

[The Selling Shareholders]

[The Book Running Lead Managers]

Re: Opening of Escrow Demat Account for Equity Shares in the initial public offering of J.G.Chemicals Limited

Dear Sir

Pursuant to Clause 2.1 of the share escrow agreement dated 23 February 2024 (**Share Escrow Agreement**), this is to confirm that the Escrow Demat Account has been opened by the Share Escrow Agent.

The details of the Escrow Demat Account are set forth below:

Depository name: [●]

Depository Participant: [●]

DP ID: [●]

Client ID: [●]

Account Name: "[Insert Account Name]"

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

For and on behalf of Kfin Technologies Limited (formerly known as KFin Technologies Private Limited)

Authorised Signatory

Name:

Designation:

Annexure III

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: [●]

To

[The Selling Shareholders, the Company and the Book Running Lead Managers]

Re: Credit of Offered Shares from the respective Selling Shareholders' Demat Account to the Escrow Demat Account for the initial public offering of J.G.Chemicals Limited

Dear Sir

Pursuant to Clause 3.1 of the share escrow agreement dated 23 February 2024 (**Share Escrow Agreement**), this is to confirm that the Offered Shares from the respective Selling Shareholders' Demat Account have been credited to the Escrow Demat Account:

Sr. No.	Name of Selling Shareholders	Demat Account Number	No. of Equity Shares transferred
1.	Vision Projects & Finvest Private Limited	[●]	[●]
2.	Jayanti Commercial Limited	[●]	[●]
3.	Suresh Kumar Jhunjhunwala (HUF)	[●]	[●]
4.	Anirudh Jhunjhunwala (HUF)	[●]	[●]

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

For and on behalf of Kfin Technologies Limited (formerly known as KFin Technologies Private Limited)

Authorised Signatory

Name:

Designation:

Annexure IV

ON THE LETTERHEAD OF THE COMPANY

Date: [●]

To

[Share Escrow Agent, the Selling Shareholders]

[Copy to the Book Running Lead Managers]

Re: Allotment of Equity Shares in the initial public offering of the equity shares of J.G.Chemicals Limited

Dear Sir,

In accordance with the Clause 5.1(a) of the share escrow agreement dated 23 February 2024 (**Share Escrow Agreement**), the Corporate Action Requisition has been issued. A copy of the same is enclosed hereto.

Capitalised terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Offer Documents.

Yours sincerely,

For and on behalf of J.G.CHEMICALS LIMITED

Authorised Signatory

Name:

Designation:

Encl: as above

Annexure V
ON THE LETTERHEAD OF THE COMPANY

Date: [●]

To

[Share Escrow Agent]

[Depositories]

Re: Allotment in the initial public offering of the equity shares of J.G.Chemicals Limited (Company)

Dear Sir,

In accordance with Clause 5.1(b) of the share escrow agreement dated 23 February 2024 (**Share Escrow Agreement**), we hereby instruct you to transfer on [●], the Equity Shares of the Selling Shareholders, aggregating to [●], deposited in the Escrow Demat Account to the successful allottees in the initial public offering of the Company in accordance with the resolution of Allotment of the [Board of Directors/IPO Committee] [*Retain as applicable*] dated [●] and the Basis of Allotment as approved by the [Board of Directors/IPO Committee] [*Retain as applicable*], at its meeting dated [●].

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

Capitalised terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement and the Offer Documents.

Yours sincerely,

For and on behalf of J.G.CHEMICALS LIMITED

Authorised Signatory

Name:

Designation:

Copy to:

The Book Running Lead Managers

The Selling Shareholders

Annexure VI

ON THE LETTERHEAD OF THE COMPANY

To,

[The Share Escrow Agent]

[The Selling Shareholders and the Book Running Lead Managers]

Dear Sirs,

Sub: Share Escrow Failure Notice pursuant to Clause 5.3 of the share escrow agreement dated 23 February 2024 (Share Escrow Agreement)

Pursuant to Clause 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred in the nature of [●].

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

[In the event the Event of Failure has occurred prior to transfer of Final Sold Shares to the Allottees

The Share Escrow Agent is requested to credit back the respective portion of the Offered Shares from the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts in accordance with Clause 5.5 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.]

[In the event the Event of Failure has occurred after transfer of Final Sold Shares to the Allottees

The Share Escrow Agent is requested to act in accordance with Clause 5.7 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.]

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

Kindly acknowledge receipt of this letter.

Yours Sincerely

For and on behalf of J.G.CHEMICALS LIMITED

Authorised Signatory

Name:

Designation:

Annexure VIA

ON THE LETTERHEAD OF THE SELLING SHAREHOLDER

To,

[The Share Escrow Agent]

[The Company and the Book Running Lead Managers]

Dear Sirs,

Sub: Selling Shareholders' Share Escrow Failure Notice pursuant to Clause 5.4 of the share escrow agreement dated 23 February 2024 (Share Escrow Agreement)

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

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

[In the event the Event of Failure has occurred prior to transfer of Final Sold Shares to the Allottees

The Share Escrow Agent is requested to credit back the respective portion of the Offered Shares from the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts in accordance with Clause 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.]

[In the event the Event of Failure has occurred after transfer of Final Sold Shares to the Allottees

The Share Escrow Agent is requested to act in accordance with Clause 5.7 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Clause 9 of Share Escrow Agreement.]

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

Kindly acknowledge receipt of this letter.

Yours Sincerely

For and on behalf of [*Insert name of the Selling Shareholder*]

Authorised Signatory

Name:

Designation:

Annexure VII

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

To,

[The Selling Shareholders]

[The Company and the Book Running Lead Managers]

Dear Sirs,

Sub: Debit of Final Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the respective Selling Shareholders' Demat Account for the initial public offering of J.G.Chemicals Limited

Pursuant to Clause 5.2 of the share escrow agreement dated 23 February 2024 (**Share Escrow Agreement**), this is to confirm that all Final Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Final Sold Shares in relation to the Offer for Sale. Further, the Unsold Shares remaining to the credit of the Escrow Demat Account have been released and credited back to the relevant Selling Shareholders' Demat Account.

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

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

Kindly acknowledge receipt of this letter.

Yours Sincerely

For and on behalf of J.G.CHEMICALS LIMITED

Authorised Signatory

Name:

Designation:

Annexure VIII

LIST OF AUTHORISED SIGNATORIES

For J.G.Chemicals Limited		
Any of the following:		
Name: ANIRUDH JHUNJHUNWALA	Position: CEO & MANAGING DIRECTOR	Signature: 
Name: ANUJ JHUNJHUNWALA	Position: CFO & WHOLE-TIME DIRECTOR	Signature: 

LIST OF AUTHORISED SIGNATORIES

For Kfin Technologies Limited		
Any of the following:		
Name: M.Murali Krishna	Position: Vice President	Signature:  

Annexure IX

SELLING SHAREHOLDERS' DEMAT ACCOUNT

Sr. No.	Name of Selling Shareholder	Number of Equity Shares to be deposited	Depository	Client ID	Depository Participant	DP ID	Account Name
1.	Vision Projects & Finvest Private Limited	Up to 2,028,900 Equity Shares	[•]	[•]	[•]	[•]	[•]
2.	Jayanti Commercial Limited	Up to 1,100 Equity Shares	[•]	[•]	[•]	[•]	[•]
3.	Suresh Kumar Jhunjunwala (HUF)	Up to 1,260,000 Equity Shares	[•]	[•]	[•]	[•]	[•]
4.	Anirudh Jhunjunwala (HUF)	Up to 610,000 Equity Shares	[•]	[•]	[•]	[•]	[•]

Schedule A

LETTER OF INDEMNITY

Date: 23 February 2024

To:

Centrum Capital Limited

Level 9, Centrum House, CST Road,
Vidyanagari Marg, Kalina, Santacruz (East),
Mumbai – 400 098,
Maharashtra, India.

Emkay Global Financial Services Limited

7th Floor, The Ruby, Senapati Bapat Marg,
Dadar (West),
Mumbai - 400 028,
Maharashtra, India.

Keynote Financial Services Limited

The Ruby, 9th Floor, Senapati Bapat Marg,
Dadar (West),
Mumbai - 400 028,
Maharashtra, India.

(Book Running Lead Managers or BRLMs)

Ladies and Gentlemen:

Re: Letter of indemnity in favour of the Book Running Lead Managers by Kfin Technologies Limited (formerly known as KFin Technologies Private Limited) (Share Escrow Agent) (Letter of Indemnity) pursuant to the Share Escrow Agreement dated 23 February 2024 entered into by and amongst J.G.Chemicals Limited (Company), the Selling Shareholders and the Share Escrow Agent (Share Escrow Agreement).

1. The Company and the Selling Shareholders are proposing to undertake an initial public offering along with an offer for sale of equity shares of face value of ₹ 10 each (**Equity Shares**) comprising of: (i) fresh issue of Equity Shares by the Company aggregating up to ₹ 1,650.00 million (**Fresh Issue**); and (ii) an offer for sale aggregating up to 39,00,000 Equity Shares by the Selling Shareholders (**Offer for Sale**, and the Fresh Issue and Offer for Sale are collectively referred to as the **Offer**). The Offer shall be undertaken in accordance with the requirements of the Companies Act, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (**SEBI ICDR Regulations**) and other Applicable Law, through the Book Building Process, as prescribed in Part A of Schedule XIII of the SEBI ICDR Regulations, at such price discovered through the Book Building Process and as agreed to by the Company in consultation with the Book Running Lead Managers (**Offer Price**) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India to certain institutional and other eligible foreign investors in “offshore transactions” as defined and in reliance on Regulation S under the United States Securities Act of 1933, as amended (**U.S. Securities Act**) and the Applicable Laws of the jurisdictions where the Equity Shares may be offered or sold. The Offer may also include allocation of Equity Shares to certain Anchor Investors by the Company in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The Company has appointed the Book Running Lead Managers to manage the Offer.
3. Kfin Technologies Limited (*formerly known as KFin Technologies Private Limited*) has been appointed as the share escrow agent (**Share Escrow Agent**) in relation to the Offer by the Company and the Selling Shareholders after consultation with the Book Running Lead Managers in accordance with the Share Escrow Agreement. The Share Escrow Agent confirms that it has read and fully understood the SEBI ICDR Regulations, the Companies Act and all Applicable Law, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (**SEBI**) in so far as they are applicable to its scope of work undertaken pursuant to the Share Escrow Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is error and / or failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.
4. The Share Escrow Agent undertakes to each of the Book Running Lead Manager that it shall act with care and exercise skill and due diligence and within the timelines prescribed while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to each of the Book Running Lead Managers to: (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholders, as the case may be, in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the Book Running Lead Managers as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with all Applicable Law; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.
5. Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to, absolutely, irrevocably and unconditionally, indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the Book Running Lead Manager and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, managers, advisors, successors, intermediaries and authorised agents or other Persons acting on its behalf and permitted assigns and/or any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified Persons, (collectively, the **BRLM Indemnified Parties**) from and against any and all causes of action, unreasonable delay, suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses, including without limitation, interest, fines (including any fine imposed by SEBI or any other governmental, statutory, judicial, administrative, quasi-judicial and/ or regulatory authority or a court of law), penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational) made, suffered or incurred arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs including pursuant to any legal proceedings instituted or threatened against the Book Running Lead Managers or the BRLM Indemnified Persons or any other party (**Losses**).
6. Accordingly, the Share Escrow Agent hereby irrevocably and unconditionally undertakes

and agrees to fully indemnify and hold and keep each Book Running Lead Manager and each BRLM Indemnified Party at all times free and harmless from and against all Losses arising out of or in connection with a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial and/or administrative authority of the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other Persons acting on its behalf under the Agreement and this Letter of Indemnity, or any of the terms and conditions set out in the Share Escrow Agreement, or any delay, failure, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent's duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under the Share Escrow Agreement, or any information provided by the Share Escrow Agent to any one or more of the BRLMs being untrue, incomplete or incorrect in any respect. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by each of the BRLM Indemnified Persons in connection with investigating, 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 BRLM Indemnified Persons is a party, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory or regulatory authority or a court of law.

7. The Share Escrow Agent acknowledges and agrees that entering into the Share Escrow Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity.
8. The Share Escrow Agent hereby agrees that failure of any BRLM Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.
9. This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses / sections set out in the Share Escrow Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law or otherwise.
10. The Share Escrow Agent acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of the Share Escrow Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity.
11. The Share Escrow Agent agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
12. Notwithstanding anything contained in the Share Escrow Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, then any party may refer such dispute, difference of

claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof and Master Circular issued by SEBI bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and the relevant circulars issued by SEBI, as applicable, and shall be conducted in English. The arbitration shall take place in Mumbai, India. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. The courts at Mumbai, India, shall have the sole and exclusive jurisdiction over such dispute.

13. All capitalised terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer and the Share Escrow Agreement dated 23 February 2024. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.
14. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Manager. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any termination / amendment to the Share Escrow Agreement and provide the Book Running Lead Managers a copy of such termination / amendment.
15. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
16. Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as follows, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email).

If in case of the Book Running Lead Managers

Centrum Capital Limited

Centrum House, C.S.T. Road
Vidyanagari Marg, Kalina, Santacruz (East)
Mumbai – 400 098
Maharashtra, India
Attention: Rajendra Naik
Email: jgcl.ipo@centrum.co.in
Tel: +91 22 4215 9000

Keynote Financial Services Limited

The Ruby, 9th Floor, Senapati Bapat Marg
Dadar (West)
Mumbai – 400 028
Maharashtra, India
Attention: Uday Patil
Email: mbd@keynoteindia.net
Tel: +91 22 6826 6016

Emkay Global Financial Services Limited

7th Floor, The Ruby, Senapati Bapat Marg
Dadar (West)
Mumbai - 400 028
Maharashtra, India

Attention: Yatin Singh

Email: jgcl.ipo@emkayglobal.com

Tel: +91 22 6612 1206

If in case of the Share Escrow Agent

Selenium, Tower B, Plot No. 31 and 32 Financial District,
Nanakramguda, Serilingampally Hyderabad,
Rangareddi 500 032, Telangana, India
Attention: Murali Krishna M
Email: murali.m@kfintech.com

IN WITNESS WHEREOF EACH OF THE PARTIES HAS CAUSED THIS LETTER OF INDEMNITY TO BE DULY EXECUTED BY ITS DULY AUTHORISED REPRESENTATIVE ON THE DATE AND YEAR FIRST HEREIN WRITTEN.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

This signature page forms an integral part of the Letter of Indemnity issued by Kfin Technologies Limited

For and on behalf of Kfin Technologies Limited

Authorized Signatory

Name:

Designation:

This signature page forms an integral part of the Letter of Indemnity issued by Kfin Technologies Limited

For and on behalf of Centrum Capital Limited

Name:

Designation:

Name:

Designation:

This signature page forms an integral part of the Letter of Indemnity issued by Kfin Technologies Limited

For and on behalf of **Keynote Financial Services Limited**

Countersigned by

Authorized Signatory

Name: Uday Patil

Designation: Director - Investment Banking

This signature page forms an integral part of the Letter of Indemnity issued by Kfin Technologies Limited

For and on behalf of **Emkay Global Financial Services Limited**

Countersigned by

Authorized Signatory

Name:

Designation: