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INDIA NON JUDICIAL

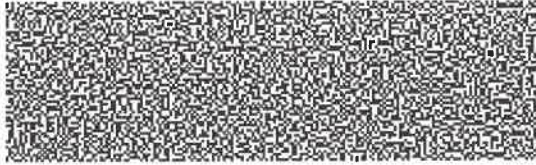
Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA24349723430645X
Certificate Issued Date : 16-Jan-2025 06:07 PM
Account Reference : NONACC (FI)/ kacrsf108/ BASAVANAGUDI10/ KA-BV
Unique Doc. Reference : SUBIN-KAKACRSFL0884246573899004X
Purchased by : DENTA WATER AND INFRA SOLUTIONS LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : DENTA WATER AND INFRA SOLUTIONS LIMITED
Second Party : SMC CAPITAL AND OTHERS
Stamp Duty Paid By : DENTA WATER AND INFRA SOLUTIONS LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

This stamp paper forms an integral part of the amendment to the Cash Escrow and Sponsor Agreement dated January 16, 2025



Please write or type below this line

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT

DATED JANUARY 16, 2025

AMONGST

DENTA WATER AND INFRA SOLUTIONS LIMITED

AND

SMC CAPITALS LIMITED

AND

SMC GLOBAL SECURITIES LIMITED

AND

AXIS BANK LIMITED

AND

INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED

This Addendum to the Cash Escrow and Sponsor Bank Agreement (the “Addendum”) is made and entered into as of January 16, 2025, at Bengaluru by and amongst:

1. **DENTA WATER AND INFRA SOLUTIONS LIMITED**, a public limited company incorporated under the laws of India and having its registered office at #40, 3rd floor, Sri Lakshminarayana Mansion, South End Road, Basavanagudi, Bangalore, South Bangalore- 560 004 Karnataka, India (the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;
2. **SMC CAPITALS LIMITED**, a company incorporated under the laws of India and having its registered office at 401/402, Lotus Corporate Park, Off Western Express Highway, Jai Coach Signal, Goregaon (East), Mumbai – 400 063 Maharashtra, India (“**Book Running Lead Manager**” or “**BRLM**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;
3. **SMC GLOBAL SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 11/6B, Shanti Chambers Pusa Road, New Delhi-110005, New Delhi, Delhi, India, 110 005 (hereinafter referred to as “**SMC Global**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;
4. **AXIS BANK LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Axis House”, 6th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 (hereinafter referred to as “**Banker to the Issue**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FOURTH PART**;
5. **INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, as amended and having its registered office Kences Towers, II Floor, No.1 Ramakrishna Street, North Usman Road, T Nagar, Chennai – 600 017, India and branch office at 30, Ramana Residency, 4th cross, Sampige road, Malleswaram Bangalore – 560 004, Karnataka, India (hereinafter referred to as “**Registrar**” or “**Registrar to the Issue**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIFTH PART**.

The Company, BRLM, SMC Global, Banker to the Issue and Registrar to the Issue are individually referred to as the “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The parties have entered into a Cash Escrow and Sponsor Bank Agreement dated March 19, 2024 (the “**Cash Escrow and Sponsor Bank Agreement**”) and an amendment to the Cash Escrow and Sponsor Bank Agreement dated July 8, 2024 (“**Addendum-I**”).
- B. Pursuant to the resignation of Mr. Bhavin Shah from his position on the BRLM rolls, the parties now desire to amend the Cash Escrow and Sponsor Bank Agreement to reflect a change in the signatories and Schedule VII-B (Authorized representatives for SMC Capital Limited);

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. INTERPRETATION

Except to the extent modified as per Clause 4 hereof, all other provisions of the shall apply *mutatis – mutandis*

to this Addendum. The Cash Escrow and Sponsor Bank Agreement shall stand modified to the extent stated in this Addendum. The terms and conditions of this Addendum shall be read and interpreted in conjunction with those of the Cash Escrow and Sponsor Bank Agreement. In the event of an inconsistency in the interpretation of the provisions of the Cash Escrow and Sponsor Bank Agreement, Addendum-I and this Addendum, the terms of this Addendum shall take precedence.

The Parties agree that this Addendum shall be deemed to form an integral part of the Cash Escrow and Sponsor Bank Agreement. The Cash Escrow and Sponsor Bank Agreement read along with the Addendum shall constitute the entire agreement between the Parties relating to the subject matter of the Cash Escrow and Sponsor Bank Agreement and all terms and conditions of the Cash Escrow and Sponsor Bank Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Addendum.

Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Cash Escrow and Sponsor Bank Agreement.

All references to the Cash Escrow and Sponsor Bank Agreement after the date of this Addendum in any other document, agreement and/or communication among the Parties and/or any of them shall refer to the Cash Escrow and Sponsor Bank Agreement, as amended by this Addendum.

2. EFFECTIVE DATE

Subject to Clause 1 above, this Addendum shall be effective on and from the date of execution hereof. The Cash Escrow and Sponsor Bank Agreement shall be read and understood henceforth as amended by this Addendum.

3. CONTINUING OBLIGATIONS

All the provisions of the Cash Escrow and Sponsor Bank Agreement shall, save as amended by this Addendum continue in full force and effect.

4. AMENDMENT

The Parties agree that the existing **Schedule VII-B** of the Cash Escrow and Sponsor Bank Agreement shall stand deleted and replaced in its entirety with the revised Schedule VII-B as annexed and marked to this Addendum as **Annexure I**:

5. COUNTERPARTS

This Addendum may be executed in counterparts, each of which when so executed and delivered, shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Addendum.

6. GOVERNING LAW AND JURISDICTION

This Addendum, the rights and obligations of the Parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Clause 13 of the Cash Escrow and Sponsor Bank Agreement, the courts in India shall have sole and exclusive jurisdiction in in matters arising out of the arbitration proceedings mentioned herein above.

[Remainder of this page intentionally left blank.]

DENTA WATER AND INFRA SOLUTIONS LIMITED, SMC CAPITALS LIMITED, SMC GLOBAL SECURITIES LIMITED, AXIS BANK LIMITED AND INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED HAVE CAUSED THIS ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEMSELVES OR THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered for and on behalf of **DENTA WATER AND INFRA SOLUTIONS LIMITED**

A handwritten signature in blue ink, appearing to read 'Manish', is written over a circular blue stamp. The stamp contains the text 'DENTA WATER AND INFRA SOLUTIONS LIMITED' around its perimeter.

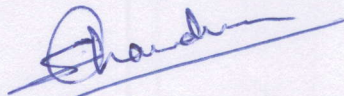
Name: Manish J Shetty

Designation: Managing Director

Date: 16.01.2025

DENTA WATER AND INFRA SOLUTIONS LIMITED, SMC CAPITALS LIMITED, SMC GLOBAL SECURITIES LIMITED, AXIS BANK LIMITED AND INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED HAVE CAUSED THIS ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEMSELVES OR THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered by **SMC CAPITALS LIMITED**



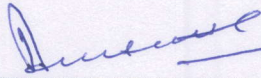
Name: Sarvesh Saxena

Designation: Head – Equity Capital Markets

Date: January 16, 2025

DENTA WATER AND INFRA SOLUTIONS LIMITED, SMC CAPITALS LIMITED, SMC GLOBAL SECURITIES LIMITED, AXIS BANK LIMITED AND INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED HAVE CAUSED THIS ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEMSELVES OR THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

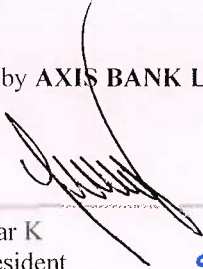
Signed and delivered by SMC GLOBAL SECURITIES LIMITED



Name: Anurag Bansal
Designation: Director
Date: January 16, 2025

DENTA WATER AND INFRA SOLUTIONS LIMITED, SMC CAPITALS LIMITED, SMC GLOBAL SECURITIES LIMITED, AXIS BANK LIMITED AND INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED HAVE CAUSED THIS ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEMSELVES OR THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered by **AXIS BANK LIMITED**



Name: Sandesh Kumar K
Designation: Vice President
Date: 16.01.2025

SANDESH KUMARK
VP & Branch Head
SS NO : 26624



DENTA WATER AND INFRA SOLUTIONS LIMITED, SMC CAPITALS LIMITED, SMC GLOBAL SECURITIES LIMITED, AXIS BANK LIMITED AND INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED HAVE CAUSED THIS ADDENDUM TO THE CASH ESCROW AND SPONSOR BANK AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEMSELVES OR THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DATE WRITTEN BELOW

Signed and delivered by **INTEGRATED REGISTRY MANAGEMENT SERVICES PRIVATE LIMITED**



Name: S VIJAYAGOPAL

Designation: WHOLE TIME DIRECTOR

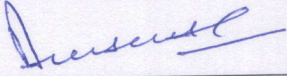
Date: 16-01-2025



Annexure I

Schedule VII-B of the Cash Escrow and Sponsor Bank Agreement

AUTHORIZED REPRESENTATIVES FOR SMC CAPITALS LIMITED

NAME	POSITION	SPECIMEN SIGNATURE
Any of the following		
Anurag Bansal	Director	
Sarvesh Saxena	Head - Equity Capital Markets	