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(Rs. Zero Only)

Seller / First Party Detail

Name: Canara hsbc life Insurance company limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 96*****03



Buyer / Second Party Detail

Name : Canara bank and others
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village: Bengaluru District : Bengaluru State : Karnataka
Phone : 96*****03

Purpose : SHARE ESCROW AGREEMENT

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
SHARE ESCROW AGREEMENT ENTERED INTO BY AND
AMONG CANARA HSBC LIFE INSURANCE COMPANY LIMITED,
CANARA BANK, HSBC INSURANCE (ASIA-PACIFIC)
HOLDINGS LIMITED, PUNJAB NATIONAL BANK AND
KFIN TECHNOLOGIES LIMITED.

SHARE ESCROW AGREEMENT

DATED SEPTEMBER 30, 2025

AMONG

CANARA HSBC LIFE INSURANCE COMPANY LIMITED

AND

CANARA BANK

AND

HSBC INSURANCE (ASIA-PACIFIC) HOLDINGS LIMITED

AND

PUNJAB NATIONAL BANK

AND

KFIN TECHNOLOGIES LIMITED

TABLE OF CONTENTS

1. DEFINITIONS AND INTERPRETATIONS	3
2. APPOINTMENT OF THE SHARE ESCROW AGENT AND ESTABLISHMENT OF ESCROW DEMAT ACCOUNT	8
3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM	9
4. OWNERSHIP OF THE OFFERED SHARES	10
5. OPERATION OF THE ESCROW DEMAT ACCOUNT	11
6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT	13
7. INDEMNITY	15
8. TERM AND TERMINATION	16
9. CLOSURE OF THE ESCROW DEMAT ACCOUNT	17
10. GENERAL	18
SCHEDULE I	29
SCHEDULE II	30
SCHEDULE III	36
SCHEDULE IV	37
SCHEDULE V	38
SCHEDULE VI	39
SCHEDULE VII	40
SCHEDULE VIII	42
SCHEDULE IX	43
SCHEDULE X	44
SCHEDULE XI	45
SCHEDULE XII	50
SCHEDULE XIII	51
SCHEDULE XIV	53

SHARE ESCROW AGREEMENT

This **SHARE ESCROW AGREEMENT** (this “**Agreement**”) is entered into on this 30th day of September, 2025 (the “**Agreement Date**”) at Gurugram, Haryana, by and among:

1. **CANARA HSBC LIFE INSURANCE COMPANY LIMITED**, a company incorporated under the Companies Act, 1956 and whose registered office is situated at 8th Floor, Unit No. 808-814, Ambadeep Building, Kasturba Gandhi Marg, Connaught Place, Central Delhi, New Delhi 110 001, Delhi, India (hereinafter referred to as the “**Company**” 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 **FIRST PART**;
2. **CANARA BANK**, a company incorporated under the Companies Act, 1956 and whose registered office is situated at 112, J C Road, Bengaluru 560 002, Karnataka, India (hereinafter referred to as “**Canara**” 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 **SECOND PART**;
3. **HSBC INSURANCE (ASIA-PACIFIC) HOLDINGS LIMITED**, a company incorporated under the laws of Hong Kong and whose office is situated at HSBC Main Building, 1 Queen's Road Central, Hong Kong (hereinafter referred to as the “**INAH**” 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 **THIRD PART**;
4. **PUNJAB NATIONAL BANK**, a company incorporated under the Indian Companies Act, 1882 (Act VI of 1882) in 1894. The Bank was constituted as Punjab National Bank under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, as amended, on July 19, 1969 and having its corporate office at Plot No. 4, Sector 10, Dwarka, New Delhi 110 075, India (hereinafter referred to as “**PNB**” 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 **FOURTH PART**; and
5. **KFIN TECHNOLOGIES LIMITED**, a public limited company incorporated under the Companies Act, 2013 bearing corporate identification number L72400MH2017PLC444072 and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai – 400070, Maharashtra and corporate office at Selenium, Tower B, Plot No- 31 & 32, Financial District, Nanakramguda, Serilingampally, Rangareddi, Hyderabad - 500032, Telangana, India (hereinafter referred to as “**Share Escrow Agent**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIFTH PART**.

In this Agreement, (i) Canara and INAH are collectively referred to as the “**Promoter Selling Shareholders**” and individually as a “**Promoter Selling Shareholder**”, PNB is referred to as the “**Investor Selling Shareholder**” and the Promoter Selling Shareholders with the Investor Selling Shareholder are collectively referred to as the “**Selling Shareholders**” and individually as the “**Selling Shareholder**”; and (ii) 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 propose to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company (“**Equity Shares**”), comprising an offer for sale of up to 137,750,000 Equity Shares held by Canara, up to 4,750,000 Equity Shares held by INAH and up to 95,000,000 Equity Shares held by PNB as set out in **Schedule I** (collectively, “**Offered Shares**” and such offer for sale, the “**Offer**” or “**Offer for Sale**”). The Offer shall be undertaken in accordance with the Companies Act (*as defined below*), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws at such price as may be determined through the book building process as prescribed in

Schedule XIII of the SEBI ICDR Regulations, and as agreed by the Company and the Book Running Lead Managers (*as defined below*) (the “**Offer Price**”). The Offer will be made within India to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations. The Offer includes an offer (i) outside the United States to eligible investors in “offshore transactions” as defined in, and in reliance on, Regulation S (“**Regulation S**”) under the U.S. Securities Act (the “**Securities Act**”) and any other regulations applicable in each country where such offer is made and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made; and (ii) within the United States only to “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the Securities Act pursuant to Rule 144A or another available exemption from the registration requirements thereunder. The Offer may also include allocation of Equity Shares to certain Anchor Investors (*as defined below*), on a discretionary basis, in consultation with the Book Running Lead Managers, in accordance with Applicable Law. The Offer includes a reservation of up to such number of Equity Shares, for subscription by Eligible Employees not exceeding 5.00% of the post-Offer paid-up Equity Share capital, as may be decided subject to the Applicable Law (“**Employee Reservation Portion**”). The Company, in consultation with the BRLMs, may offer certain discount on the Offer Price to Eligible Employees Bidding in the Employee Reservation Portion.

- (B) The board of directors of the Company (the “**Board of Directors**”) pursuant to a resolution dated March 12, 2025, have approved and authorized the Offer.
- (C) The Selling Shareholders have consented to participate in the Offer pursuant to their respective authorizations and consent letters as set out in **Schedule I**. The Board of Directors pursuant to its resolutions dated April 28, 2025 have noted the consent obtained by each of the Selling Shareholders to participate in the Offer.
- (D) The Company and the Selling Shareholders have appointed SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited, and Motilal Oswal Investment Advisors Limited to manage the Offer as the book running lead managers (collectively, the “**BRLMs**” or the “**Book Running Lead Managers**” and individually as a “**Book Running Lead Manager**” or a “**BRLM**”). The Book Running Lead Managers, the Company and the Selling Shareholders have executed an offer agreement dated April 28, 2025 (the “**Offer Agreement**”) in connection with the Offer and the BRLMs have accepted the engagement in terms of the fee letter dated April 28, 2025, subject to the terms and conditions set forth therein.
- (E) The Company has filed the Draft Red Herring Prospectus (*as defined below*) with the Securities and Exchange Board of India (“**SEBI**”) and the Stock Exchanges (*as defined below*) for review and comments in accordance with the SEBI ICDR Regulations, in connection with the Offer. After incorporating the comments and observations of SEBI and the Stock Exchanges, the Company proposes to file the red herring prospectus (“**Red Herring Prospectus**”) with the Registrar of Companies, Delhi and Haryana at New Delhi (the “**RoC**”), and thereafter with the SEBI and the Stock Exchanges, and will file a prospectus (“**Prospectus**”) in accordance with the Companies Act (*as defined below*) and the SEBI ICDR Regulations. In addition, the Company has received in-principle approvals from BSE and NSE for listing of Equity Shares pursuant to their letters, each dated July 2, 2025.
- (F) Pursuant to an agreement dated April 28, 2025 (the “**Registrar Agreement**”), the Company and the Selling Shareholders have appointed KFin Technologies Limited as the Registrar to the Offer (*as defined below*).
- (G) The Selling Shareholders have agreed to deposit their Offered Shares as specified in **SCHEDULE I**, two (2) Working Days prior to but not later than the filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed among the Company, Selling Shareholders and the BRLMs, into an Escrow Demat Account (*as defined below*) opened by the Share Escrow Agent with the Depository Participant (*as defined below*), in accordance with the terms of this Agreement. The Offered Shares are proposed to be credited to the demat account(s) of the Allottees (*as defined below*), subject to successful completion of the Offer in accordance with the terms of the Offer Agreement, in terms of the

Basis of Allotment (as defined below) approved by the Designated Stock Exchange (as defined below) in accordance with Applicable Law.

- (H) Subject to the terms of this Agreement, the Parties have agreed to perform the respective actions required to be performed by them for the Share Escrow Agent to operate the Escrow Demat Account (as defined below) and transfer the Sold Shares (as defined below) pursuant to the Offer to the Allottees, and to transfer any remaining Unsold Shares (as defined below) back to the respective Selling Shareholders' Demat Account (as defined below) as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**Affiliate**” with respect to any Party shall mean (i) any other person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with such Party, (ii) any other person which is a holding company, subsidiary or joint venture of such Party, and/or (iii) any other person in which such Party has a “significant influence” or which has “significant influence” over such Party, where “significant influence” over a person is the power to participate in the management, financial or operating policy decisions of that person, but, is less than Control over those policies and shareholders beneficially holding, directly or indirectly, through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. For the purposes of this definition, the terms “holding company” and “subsidiary” have the respective meanings set forth in sections 2(46) and 2(87) of the Companies Act, respectively. In addition, the Promoters and the members of the Promoter Group shall be deemed to be Affiliates of the Company. The terms “**Promoter**” and “**Promoter Group**” shall have the meanings given to the respective terms in the Offer Documents. For the avoidance of any doubt, any reference in this Agreement to “Affiliates” includes any person that would be deemed an “affiliate” pursuant to Rule 405 of the Securities Act.;

“**Agreement**” shall have the meaning given to such term in the Preamble;

“**Agreement Date**” shall have the meaning given to such term in the Preamble;

“**Allot**” or “**Allotment**” or “**Allotted**” shall, unless the context otherwise requires, mean the allotment of the Equity Shares pursuant to the transfer of the Offered Shares in the Offer for Sale, in each case to the successful Bidders;

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

“**Anchor Investor(s)**” shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion, in accordance with the SEBI ICDR Regulations and the Red Herring Prospectus, who has Bid for an amount of at least ₹100.00 million

“**Applicable Law**” means any applicable law, bye-law, rule, regulation, guideline, circular, order, notification, regulatory policy issued by a Governmental Authority (including any requirement under, or notice of, any regulatory body), uniform listing agreements with the Stock Exchanges (as defined herein),

SEBI guidance, rule, order, judgment or decree of any court or any arbitral authority, or directive, delegated or subordinate legislation, as may be in force and effect during the subsistence of this Agreement in any applicable jurisdiction, within or outside India, where there is any invitation, offer or sale of the Equity Shares in the Offer, which as the context may require, is applicable to the Offer or to the Parties, including any applicable securities law in any relevant jurisdiction, including the Securities and Exchange Board of India Act, 1992, as amended, the Securities Contracts (Regulation) Act, 1956, as amended (“**SCRA**”), the Securities Contracts (Regulation) Rules, 1957, as amended (“**SCR**”), the Companies Act, 2013, as amended along with all applicable rules notified thereunder (“**Companies Act**”), the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, the Income Tax Act, 1961, the Foreign Exchange Management Act, 1999, as amended (“**FEMA**”), the Insurance Regulatory and Development Authority Act, 1999, the Insurance Act, 1938, the Insurance Laws (Amendment) Act, 2021 and the rules, regulations and guidelines thereunder including the Insurance Regulatory and Development Authority of India (Registration, Capital Structure, Transfer of Shares and Amalgamation of Insurers) Regulations, 2024, Insurance Regulatory and Development Authority of India (Actuarial, Finance and Investment Functions of Insurers) Regulations, 2024 and the rules and regulations thereunder;

“**ASBA Bidders**” shall mean Bidders, except Anchor Investors.

“**Basis of Allotment**” shall mean the basis on which the Equity Shares will be Allotted to successful Bidders under the Offer;

“**Book Running Lead Manager(s)**” or “**BRLMs**” shall have the meaning given to such term in Recital (D) of this Agreement;

“**BSE**” shall mean the BSE Limited;

“**Cash Escrow and Sponsor Bank Agreement**” shall mean the agreement entered among the Company, the Selling Shareholders, the BRLMs, the Syndicate Members, the Bankers to the Offer and Registrar to the Offer for, *inter alia*, collection of the Bid Amounts from Anchor Investors, transfer of funds to the Public Offer Account and where applicable, refunds of the amounts collected from Bidders, on the terms and conditions thereof;

“**Closing Date**” shall mean the date of Allotment of Equity Shares pursuant to the Offer in accordance with the provisions of the Offer Documents;

“**Companies Act**” shall mean the Companies Act, 2013, along with the relevant rules, notifications and clarifications issued thereunder;

“**Company**” shall have the meaning given to such term in the Preamble;

“**Confidential Information**” shall have the meaning given to such term in Section 10.10(i);

“**Control**” shall have the meaning set forth under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and the terms “**Controls**”, “**Controlling**” and “**Controlled**” shall be construed accordingly;

“**Corporate Action Requisition**” shall mean the instructions duly signed by the Company, in the format as provided in **SCHEDULE II**, as may be updated by the Depositories from time to time, along with supporting documentation listed in **SCHEDULE III**, as may be updated by the Depositories from time to time, as applicable, authorizing the Depositories to debit the Sold Shares from the Escrow Demat Account and credit such Sold Shares to the demat account(s) of the Allottees in relation to the Offer;

“**Debit Instruction**” shall have the meaning given to such term in Section 5.6;

“**Depositories**” shall mean National Securities Depository Limited and Central Depository Services (India) Limited;

“**Depository Participant**” shall mean a depository participant as defined under the Depositories Act, registered with SEBI and who is eligible to procure Bids at the Designated CDP Locations in terms of the SEBI RTA Master Circular and UPI Circulars issued by the SEBI, as per the list available on the websites of the Stock Exchanges, as updated from time to time;

“**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, two (2) Working Day prior to but not later than the filing of the Red Herring Prospectus with the RoC or such other date as may be mutually agreed among the Company, Selling Shareholders and the BRLMs;

“**Designated Stock Exchange**” shall mean NSE, for the purposes of the Offer;

“**Dispute**” shall have the meaning given to such term in Section 10.4(ii);

“**Disputing Parties**” shall have the meaning given to such term in Section 10.4(ii);

“**Draft Red Herring Prospectus**” or “**DRHP**” shall mean the draft red herring prospectus dated April 28, 2025, issued in accordance with the SEBI ICDR Regulations, which did not contain complete particulars of the price at which the Equity Shares will be Allotted and the size of the Offer;

“**Equity Shares**” shall have the meaning given to such term in Recital (A);

“**Escrow Demat Account**” shall mean the dematerialized account opened by the Share Escrow Agent in accordance with this Agreement with the Depository Participant to hold the Offered Shares in escrow, in terms of this Agreement;

“**Event of Failure**” shall mean the events listed out in Section 5.3;

“**Final Offering Memorandum**” shall mean the offering memorandum consisting of the Prospectus and any Supplemental Offer Materials, including all supplements, corrections, amendments and corrigenda thereto;

“**FEMA**” shall mean the Foreign Exchange Management Act, 1999;

“**Governmental Authority**” shall include the SEBI, IRDAI, the Stock Exchanges, the Registrar of Companies, the RBI, and any national, state, regional or local government or governmental, regulatory, statutory, administrative, fiscal, taxation, judicial, quasi-judicial or government-owned body, department, commission, authority, court, arbitrator, tribunal, agency or entity, in India or outside India;

“**Indemnified Party**” shall have the meaning given to such term in Section 7.1;

“**IPO Committee**” shall mean the IPO committee of our Board of Directors;

“**Lien**” shall mean any pre-emptive right, lien, mortgage, charge, pledge, security interest, claim, trust or any other encumbrance or transfer restriction, both present and future;

“**Losses**” shall mean all claims, actions, losses, damages, penalties, liabilities, interests, costs, charges, expenses, suits, allegations, investigations, inquiries, judgements, awards or proceedings of whatever nature (including reputational) made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, responding, disputing, preparing or defending any actions claims, suits, allegations, investigations, inquiries, or proceedings, of whatever nature.

“**NSE**” shall mean National Stock Exchange of India Limited;

“**Offer**” shall have the meaning given to such term in Recital (A) of this Agreement;

“**Offer Documents**” shall mean the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus together with the Preliminary Offering Memorandum and the Final Offering Memorandum, the Bid cum Application Form including any Supplemental Offer Material, the Abridged Prospectus, and any amendments, supplements, notices, addenda, corrections or corrigenda to such offering documents;

“**Offer for Sale**” shall have the meaning given to such term in Recital (A) of this Agreement;

“**Offer Price**” shall have the meaning given to such term in Recital (A) of this Agreement;

“**Offered Shares**” shall have the meaning given to such term in Recital (A) of this Agreement;

“**Parties**” or “**Party**” shall have the meaning given to such term in the Preamble;

“**Preliminary Offering Memorandum**” shall mean the preliminary offering memorandum consisting of the Red Herring Prospectus and the Preliminary International Wrap, together with all the amendments, supplements, addenda, notices, corrections or corrigenda thereto to be used for offer and sale to persons/entities that are resident outside of India;

“**Public Offer Account**” shall mean the ‘No-lien’ and ‘non-interest-bearing’ bank account opened in accordance with Section 40(3) of the Companies Act, with the Public Offer Account Bank to receive money from the Escrow Account and the ASBA Accounts maintained with the SCSBs on the Designated Date;

“**QIB Portion**” shall mean the portion of the Offer being not more than 50% of the Net Offer, or not more than such number of Equity Shares of face value of ₹10 each, which shall be available for allocation on a proportionate basis to QIBs, including the Anchor Investor Portion (in which allocation shall be on a discretionary basis, as determined by the Company, in consultation with the BRLMs), subject to valid Bids being received at or above the Offer Price or the Anchor Investor Offer Price, as applicable.

“**RoC**” shall have the meaning given to such term in Recital (E);

“**RBI**” shall mean the Reserve Bank of India;

“**Regulation S**” shall have the meaning given to such term in Recital (A);

“**Registrar**” or “**Registrar to the Offer**” shall mean KFin Technologies Limited;

“**Rule 144A**” shall have the meaning given to such term in the Recitals (A);

“**SCRR**” shall mean Securities Contracts (Regulation) Rules, 1957, as amended;

“**SEBI**” shall have the meaning given to such term in Recital (E);

“**SEBI ICDR Regulations**” shall have the meaning given to such term in Recital (A);

“**SEBI ODR Circular**” shall mean the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 as amended, including amendments pursuant to the SEBI circulars dated August 4, 2023, December 20, 2023 and December 28, 2023 bearing reference numbers SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135, SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, respectively;

“**Securities Act**” shall have the meaning given to such term in Recital (A); and

“**Selling Shareholders**” shall have the meaning given to such term in the Preamble;

“**Selling Shareholders’ Demat Accounts**” shall mean the demat accounts of the Selling Shareholder as set out in **SCHEDULE IV**;

“**Selling Shareholders’ Share Escrow Failure Notice**” shall have the meaning given to such term in Section 5.4;

“**Share Escrow Agent**” shall have the meaning given to such term in the Preamble;

“**Share Escrow Failure Notice**” shall have the meaning given to such term in Section 5.3;

“**Sold Shares**” shall mean the Offered Shares that are Allotted in the Offer in accordance with the finalized Basis of Allotment and credited to the demat accounts of the Allottees;

“**Stock Exchanges**” shall mean together, BSE and NSE;

“**Third Party**” shall mean any person other than the Parties;

“**Transfer**” shall mean any “transfer” of the Offered Shares and the voting interests in relation to the Offered Shares of the Selling Shareholders 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 or other disposition of such Offered Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such Offered Shares 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 value; and (iii) granting of any Lien, in each case relating to the Offered Shares, and the term “**Transferring**” shall be construed accordingly;

“**Unsold Shares**” shall mean any unsold Offered Shares, if any, remaining to the credit of the Escrow Demat Account after release of the Sold Shares to the demat account(s) of the Allottees or on the occurrence of an Event of Failure of the Offer;

“**UPI Circulars**” shall mean SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (to the extent such circular is not rescinded by the SEBI RTA Master Circular, as applicable to RTA), the SEBI RTA Master Circular, the SEBI ICDR Master Circular, and any subsequent circulars or notifications issued by SEBI in this regard, along with the circulars issued by the Stock Exchanges in this regard, including the circulars issued by NSE having reference no. 23/2022 dated July 22, 2022, and having reference no. 25/2022 dated August 3, 2022, and the circulars issued by BSE having reference no. 20220702-30 dated July 22, 2022, and having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by the Stock Exchanges in this regard;

“**Working Day(s)**” shall mean all days on which commercial banks in Mumbai, India are open for business, provided however, with reference to (a) announcement of the Price Band and (b) the Bid/Offer Period, the term “Working Day” shall mean all days, excluding Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business; and (c) the time period between the Bid/Offer Closing Date and 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 in India in accordance with circulars issued by SEBI, including UPI Circulars.

1.2 In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iii) the *ejusdem generis* principle of construction shall not apply to this Agreement and, accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or

followed by words indicating particular class of acts, matters or things or by examples falling within the general words;

- (iv) references to the words “include” or “including” shall be construed without limitation;
- (v) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- (vi) references to any Party shall also include such Party’s successors in interest and permitted assigns or heirs, executors, administrators, authorized signatories and successors, as the case may be, under any agreement, instrument, contract or other document;
- (vii) references to a “person” shall include any natural person, firm, limited liability partnership, association, corporation, company, limited liability company, joint stock company, trust, joint venture, business trust or other entity or unincorporated organization;
- (viii) any reference to any date or time in this Agreement shall be construed to be references to the date and time in India;
- (ix) references to statutes or regulations or statutory or regulatory provisions include such statutes or statutory provisions and any orders, rules, regulations, guidelines, clarifications, instruments or other subordinate legislation made under them as amended, supplemented, extended, consolidated, re-enacted or replaced from time to time;
- (x) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (xi) references to a Preamble, Section, paragraph or Annexure are, unless indicated to the contrary, a reference to a preamble, section, paragraph or annexure of this Agreement;
- (xii) references to “knowledge”, “awareness” or similar expressions of a person regarding a matter shall mean the actual knowledge of such person after making inquiries and investigations which would be expected or required from a person of ordinary prudence, or if the context so requires, the actual knowledge of such person and/or its directors, officers, as applicable, regarding such matter; and
- (xiii) any consent, approval, authorization to be obtained from any of the Parties shall be deemed to mean the prior written consent, approval, authorization of the said Party.
- (xiv) time is of the essence in the performance of the Parties’ respective obligations under this Agreement. If any time period specified herein is extended, in accordance with the terms of such Agreement, such extended time shall also be of the essence.

1.3 It is clarified that the rights, obligations, representation, warranties, covenants, undertaking and indemnities of each of the Parties under this Agreement shall be several and not joint. None of the Selling Shareholders shall be responsible for the actions or omissions of the other Selling Shareholders, the Company or the BRLMs. Further, it is clarified that the rights and obligations of the Book Running Lead Managers under this Agreement are several and not joint. For the avoidance of doubt, none of the Book Running Lead Managers is responsible for the acts or omissions of any of the other Book Running Lead Managers.

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

2.1 The Company and each of the Selling Shareholders, in consultation with the Book Running Lead Managers, hereby appoint KFin Technologies Limited to act as the Share Escrow Agent under this

Agreement and KFin Technologies Limited 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 and each of the Selling Shareholders immediately upon execution of this Agreement. Immediately on the opening of the Escrow Demat Account, the Share Escrow Agent shall inform the Company, each of the Selling Shareholders and the Book Running Lead Managers by a notice in writing confirming the opening of the Escrow Demat Account in a form as set out in **SCHEDULE V**. Such written notice may be sent in accordance with Section 10.1 of this Agreement such that each of the relevant recipients receives it on the same day of opening of the Escrow Demat Account. The Share Escrow Agent shall ensure that the Escrow Demat Account is opened in time for each of the Selling Shareholders to comply with Section 3.1 of this Agreement. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement and Applicable Law.

- 2.2** 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 Law. The Company will make payments to the Share Escrow Agent towards service fee charged along with applicable GST only against GST compliant invoices, electronic or otherwise, as applicable, which are issued by the Share Escrow Agent within such time and manner as prescribed under the Applicable Law. Any such payments made by the Company to the Share Escrow Agent will be reimbursed by each of the Selling Shareholders to the Company, in accordance with the terms of the Offer Agreement. 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 under the Applicable Law and will take all steps to ensure that the Company or the Selling Shareholders, as the case may be, receive the benefit of any credit of GST paid to the Share Escrow Agent.
- 2.3** All costs, fees and expenses with respect to 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 the Selling Shareholders in accordance with the Offer Agreement. It is hereby clarified that the Share Escrow Agent shall not have any recourse to any of the Selling Shareholders or the Offered Shares placed in the Escrow Demat Account, for any amounts due and payable in respect of their services under this Agreement or the Offer.
- 2.4** The Company hereby confirms and agrees to do all acts and deeds, as may be necessary, to enable 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 to extend such support only to the extent of its portion of the Offered Shares, as may be reasonably requested by the Share Escrow Agent, to ensure operating of 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 such 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 remaining Selling Shareholders. Each of the Selling Shareholders shall not be responsible for the obligations, actions, or omissions of either the remaining Selling Shareholders or the Company under this Agreement.

3. DEPOSIT OF OFFERED SHARES AND ESCROW TERM

- 3.1** Upon (i) receipt of confirmation from the Share Escrow Agent of opening of the Escrow Demat Account; and (ii) receipt of intimation from the Company on the proposed date of filing of the Red Herring Prospectus with the RoC, on or before the Deposit Date, in accordance with Section 2.1 hereof, the Selling Shareholders agree to debit their respective Offered Shares from their respective Selling Shareholders' Demat Accounts and credit such Offered Shares to the Escrow Demat Account, provided however that the Parties agree and acknowledge that the Red Herring Prospectus shall not be filed with the RoC unless the Offered Shares are debited from the respective Selling Shareholders' Demat Accounts and successfully credited into the Escrow Demat Account. It is hereby clarified that such debit of the Offered Shares from the Selling Shareholders' Demat Accounts and the credit of the Offered Shares into

the Escrow Demat Account shall not be construed or deemed as a Transfer (including transfer of title or any legal or beneficial ownership or interest) by such Selling Shareholders in favor of the Share Escrow Agent and/or any other person and the Selling Shareholders shall continue to enjoy all the rights associated with their respective portion of the Offered Shares. The Share Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf of, and in trust for, each of the respective Selling Shareholders in accordance with the terms of this Agreement and shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement and Applicable Law.

- 3.2** Notwithstanding any provisions of this Agreement or any new share escrow agreement executed pursuant to this Agreement, the Parties agree and acknowledge that in the event the Red Herring Prospectus is not filed with the RoC within three (3) Working Days of the Deposit Date or such other date as may be mutually agreed between the Company and the Selling Shareholders, in consultation with the BRLMs (i) the Company shall immediately after the expiry of the period mentioned above, issue written instructions in a form as set out in **SCHEDULE XII (“Share Debit Instruction”)** to the Share Escrow Agent or any new share escrow agent appointed, and (ii) the Share Escrow Agent or any new share escrow agent appointed shall, upon receipt of the Share Debit Instruction, debit the respective Offered Shares from the Escrow Demat Account or any new escrow demat account opened pursuant to this Agreement, and credit them back to the respective Selling Shareholders’ Demat Accounts, as were originally credited to the Escrow Demat Account by the Selling Shareholders pursuant to this Section, as the case may be, immediately and in any case, within (1) Working Day upon receipt of the Share Debit Instruction.

Provided that in the event the Red Herring Prospectus is not filed with the RoC within three (3) Working Days of credit of the Offered Shares to the Escrow Demat Account, and the Company has failed to issue the Share Debit Instruction within a period of one (1) Working Day from the Deposit Date or such extended period as may be agreed between the Company and Selling Shareholders in consultation with the BRLMs, the Selling Shareholders shall have a right to issue a notice substantially in the form of the Share Debit Instruction to the Share Escrow Agent (“**Selling Shareholders’ Share Debit Notice**”), with a copy to the Book Running Lead Managers, the Company, the other Selling Shareholders and the Share Escrow Agent agrees to act on such instructions received as part of the Selling Shareholders’ Share Debit Notice from the Selling Shareholders. Once the respective Offered Shares are credited back to the Selling Shareholders’ Demat Accounts, if the Company and the Selling Shareholders’ desire to file the Red Herring Prospectus with the RoC, the Selling Shareholders shall debit its Offered Shares from its Selling Shareholders’ Demat Accounts and credit such Offered Shares to the Escrow Demat Account on or before such new deposit date, as is determined by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers, and the Parties shall follow the procedure as set out in Section 3.1 and this Section 3.2 for such deposit of the Offered Shares.

- 3.3** The Share Escrow Agent shall provide a written confirmation on the credit of the Offered Shares into the Escrow Demat Account to the Company, the Selling Shareholders and the Book Running Lead Managers in a form as set out in **SCHEDULE VI** on the same Working Day as the date on which the Offered Shares have been credited to the Escrow Demat Account in accordance with Section 3.1.
- 3.4** 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 Sold Shares to the Allottees in the manner provided in this Agreement. Notwithstanding the provisions of Section 3.1, the Share Escrow Agent shall release and credit back to the respective Selling Shareholders’ Demat Accounts within one (1) Working Day, the Unsold Shares remaining to the credit of the Escrow Demat Account: (a) upon completion of the Offer, in the manner provided in Section 5.2 of this Agreement, after release of the respective proportion of the Sold Shares to the demat accounts of the Allottees, (b) upon occurrence of an Event of Failure of the Offer, in the manner provided in Section 5.3 of this Agreement; or (c) upon occurrence of any other event as may be contemplated under this Agreement, which requires such release and credit of the Unsold Shares.

4. OWNERSHIP OF THE OFFERED SHARES

- 4.1** The Parties agree that during the period that 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 each of the Selling Shareholders, and shall be released into the bank account of each of the Selling Shareholders. In addition, until the Closing Date, in relation to the Offered Shares, the Selling Shareholders shall, severally and not jointly, continue to be the legal and beneficial owner of their respective portions of the Offered Shares and shall exercise all their rights, including but not limited to voting rights, dividends and other corporate benefits, if any, attached to their Offered Shares and enjoy any related benefits, until such Offered Shares are credited to the demat accounts of the Allottees on the Closing Date, in accordance with the Red Herring Prospectus or the Prospectus (as applicable). Notwithstanding the above and without any liability on any of the Selling Shareholders, the Allottees of the Sold Shares shall be entitled to dividends and other corporate benefits attached to such Sold Shares, if any, declared by the Company after the Closing Date, subject to Applicable Law. Notwithstanding anything stated in this Agreement, such Sold Shares shall rank *pari passu* with the existing Equity Shares.
- 4.2** The Share Escrow Agent hereby agrees and confirms that it shall have no rights in respect of the Offered Shares. The Share Escrow Agent hereby agrees and undertakes that it shall not at any time, whether during a claim for breach of this Agreement or not, claim or be entitled to or exercise any voting rights, beneficial interest or control over the Offered Shares. The Parties agree that during the period that the Offered Shares are held in escrow in the Escrow Demat Account, each of the Selling Shareholders shall be entitled to give any instructions in respect of any corporate actions in relation to their respective portion of the Offered Shares, as the legal and beneficial holder of their respective portion of the Offered Shares, such as voting in any shareholders' meeting until the Closing Date, provided however that no corporate action, including any corporate action initiated or proposed by the Company, will be given effect if it results in or has the effect of creating a Lien in favor of any person or Transferring such Offered Shares to any person, except pursuant to the Offer in accordance with the Red Herring Prospectus, the Prospectus and this Agreement.
- 4.3** Notwithstanding anything stated herein and/or in any other agreement, the Parties hereby agree that each of the Selling Shareholders are, and shall continue to be, the beneficial and legal owner of their respective portion of the Offered Shares until the credit of the Sold Shares to the demat account 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 Accounts pursuant to Section 5 or Section 9 of this Agreement, the Selling Shareholders shall continue to be the legal and beneficial owner of their respective portion of the Offered Shares or any part thereof and shall continue to enjoy the rights attached to their respective portion of the Offered Shares as if no Offered Shares had been credited to the Escrow Demat Account by the respective Selling Shareholders.

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, each of the Selling Shareholders and the Book Running Lead Managers. Confirmation of receipt of such approval shall be provided by the Share Escrow Agent.
- (b) The Share Escrow Agent shall, upon receipt of and relying upon a copy of the resolution of the Board of Directors or the IPO Committee, as the case may be, approving the Allotment, provide a written confirmation to each of the Selling Shareholders (with a copy to the Company and the Book Running Lead Managers) in a form as set out in Part A of **SCHEDULE VII** that the Board of Directors or the IPO Committee, as the case may be, and the Designated Stock Exchange has approved the Allotment.
- (c) The Company shall (with a copy to the Book Running Lead Managers) (i) issue the Corporate Action Requisition to the Share Escrow Agent and the Depositories to debit the Sold Shares

from the Escrow Demat Account and credit such Sold Shares to the demat accounts of the Allottees in relation to the Offer; and (ii) inform the Share Escrow Agent and each of the Selling Shareholders of the issuance of the Corporate Action Requisition, with a copy to the Book Running Lead Managers, by a notice in writing in the format provided in Part B of **SCHEDULE VII** along with a copy of the Corporate Action Requisition.

- 5.2** Upon receipt of intimation of the Corporate Action Requisition from the Company under Section 5.1 (c) above and after duly verifying that the Corporate Action Requisition is complete in all respects, the Share Escrow Agent shall ensure debit of the Sold Shares from the Escrow Demat Account and credit of such Sold Shares to the respective demat accounts of the Allottees of such 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, the Prospectus and as prescribed under the Applicable Law. Any Offered Shares remaining to the credit of the Escrow Demat Account (other than Offered Shares remaining in the Escrow Demat Account on account of failure to credit such Offered Shares to the accounts of the Allottees) shall be released and credited back to the respective Selling Shareholders Demat Account within one (1) Working Day, or such later time period as agreed by each of the Selling Shareholders on the completion of transfer of the Sold Shares to the demat accounts of the Allottees. The Share Escrow Agent shall intimate the Company, each of the Selling Shareholders and each of the Book Running Lead Managers of the completion of the actions stated herein, in the format set forth herein as **SCHEDULE XIII**. It is clarified in this regard that the debit of the Sold Shares from the Escrow Demat Account and the credit of the same to the accounts of the Allottees shall be in the same quantum of Offered Shares originally credited to the Escrow Demat Account by each of the Selling Shareholders pursuant to Section 3.1 or in a manner as may be agreed upon by the Company and each of the Selling Shareholders in consultation with the Book Running Lead Managers, as communicated in writing to the Share Escrow Agent. It is hereby clarified that for the purpose of this Clause 5.2, the debit of the respective Unsold Shares of each Selling Shareholder shall, subject to rounding off, be in the same proportion (between the Selling Shareholders) as the Offered Shares originally credited to the Escrow Demat Account by such Selling Shareholder pursuant to Clause 3.1.
- 5.3** In the event of an occurrence of a failure of the Offer determined in accordance with the Cash Escrow and Sponsor Bank Agreement or such other event as may be agreed upon by the Company, each of the Selling Shareholders and the Book Running Lead Managers in writing (an “**Event of Failure**”), and if the Event of Failure is prior to the transfer of Sold Shares to the Allottees, the Company shall immediately and in any case, not later than one (1) Working Day from the date of occurrence of such Event of Failure, issue a notice in writing to the Share Escrow Agent (with a copy to each of the Selling Shareholders and the Book Running Lead Managers) in a form as set out in **SCHEDULE VIII** (the “**Share Escrow Failure Notice**”).
- 5.4** Upon the occurrence of an Event of Failure, if the Company fails to issue the Share Escrow Failure Notice within one (1) Working Day from the date of occurrence of such Event of Failure pursuant to Section 5.3 above, each of the Selling Shareholders, severally and not jointly, shall be entitled to issue a Share Escrow Failure Notice to the Share Escrow Agent, with a copy to the Book Running Lead Managers, the Company and the other Selling Shareholders in a form as set out in **SCHEDULE IX** (“**Selling Shareholders’ Share Escrow Failure Notice**”). The Share Escrow Failure Notice or the Selling Shareholders’ Share Escrow Failure Notice, as the case may be, shall also indicate the credit of the Offered Shares back to the respective Selling Shareholders’ Demat Accounts and also indicate whether the Event of Failure has occurred before or after the transfer of the Sold Shares to the Allottees in accordance with Section 5.2 of this Agreement.
- 5.5** Upon receipt of the Share Escrow Failure Notice or the Selling Shareholders’ Share Escrow Failure Notice, as the case may be, prior to the transfer of the Sold Shares to the respective demat accounts of the Allottees: (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) the Share Escrow Agent shall immediately credit the Offered Shares standing to the credit of the Escrow Demat Account to the respective Selling Shareholders’ Demat Accounts within one (1) Working Day, or such later time period as agreed by each

of the Selling Shareholders upon receipt by the Share Escrow Agent of the Share Escrow Failure Notice or Selling Shareholders' Share Escrow Failure Notice pursuant to Section 5.3 or Section 5.4 of this Agreement, as applicable, provided however that, in case the proceeds of the Offer are lying in the Escrow Account or the Public Offer Account in relation to the Offer, the Share Escrow Agent shall credit back the Offered Shares immediately to the respective Selling Shareholders' Demat Accounts simultaneously upon receiving intimation of refund of such monies to the Allottees by the Company, or unblocking of funds in case of ASBA Bidders, by the Company and the Selling Shareholders, along with the bank statements showing no balance in the Escrow Account and Public Offer Account.

- 5.6** Upon receipt of the Share Escrow Failure Notice or Selling Shareholders' Share Escrow Failure Notice, as the case may be, on account of an Event of Failure after the transfer of the Sold Shares to the Allottees, but prior to the Company's receipt of the final listing and trading approvals from the Stock Exchanges, the Company and the Share Escrow Agent, in consultation with the Book Running Lead Managers and SEBI, the Stock Exchanges and/or the Depositories, as may be required, shall, subject to the Applicable Law, issue an instruction to the Depositories (with a copy to the Book Running Lead Managers) in the format specified in **SCHEDULE X** (the "**Debit Instruction**"), and the Share Escrow Agent shall debit the Sold Shares that have been allotted to the Allottees and credit such Equity Shares constituting the Sold Shares back to the Escrow Demat Account within one (1) Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice, in accordance with the order/ direction/ guidance of SEBI/ Stock Exchanges/ Depositories, as applicable, or shall take such other appropriate steps for the credit of the transferred Sold Shares from the respective demat accounts of the Allottees back to the Escrow Demat Account within 1 (one) Working Day from the date of receipt of the Share Escrow Failure Notice or the Selling Shareholders' Share Escrow Failure Notice and in accordance with the order/ direction/ guidance of SEBI/ Stock Exchanges/ Depositories and subject to Applicable Law. Immediately upon the credit of any Equity Shares into the Escrow Demat Account under this Section 5.6, the Share Escrow Agent shall, without any further instruction required, transfer all such Equity Shares constituting the Sold Shares from the Escrow Demat Account to the respective Selling Shareholders' Demat Accounts immediately and in any case within one (1) Working Day from the date of such credit. For purposes of this Section 5.6, it is clarified that the total number of Sold Shares credited to the respective Selling Shareholders' Demat Accounts shall, together with the Offered Shares credited back to each of the Selling Shareholders' Demat Accounts pursuant to Section 5.2 above, not exceed or be less than the number of Offered Shares originally credited to the Escrow Demat Account by the respective Selling Shareholders.
- 5.7** Upon the occurrence of an Event of Failure, the Share Escrow Agent will ensure (in whatsoever manner possible) that each of the Selling Shareholders' receive their respective Offered Shares in accordance with Sections 5.5 or 5.6 of this Agreement, as the case may be.

6. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE SHARE ESCROW AGENT

- 6.1** The Share Escrow Agent represents, warrants, as on the date hereof, during the subsistence of this Agreement and until the commencement of trading of Equity Shares on the Stock Exchanges, and undertakes and covenants to the Company, each of the Selling Shareholders and the Book Running Lead Managers 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 and until the commencement of trading of Equity Shares on the Stock Exchanges by reference to the facts and circumstances then prevailing Selling Shareholders:
- (i) it has been duly incorporated and is validly existing and is solvent and in good standing as a company under the Applicable Law and further, 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 that no petition or application for the institution of any proceeding has been filed before any court or tribunal, and no steps have been taken for its bankruptcy/ insolvency, dissolution, winding up, liquidation or

receivership under any Applicable Law, over substantially the whole of its assets and/or which prevents it from carrying on its obligations under this Agreement, 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, (i) the fair market value of the assets is greater than the liabilities of such entity, (ii) 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, (iii) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature (iv) the entity does not have unreasonably small capital or (v) as may be determined by a court of law;

- (ii) it shall hold the respective portion of the Offered Shares of each of the Selling Shareholders credited to the Escrow Demat Account, in escrow for and on behalf of, in trust for, each of the Selling Shareholders in accordance with the provisions of this Agreement;
- (iii) it has the necessary authority, approvals (regulatory or otherwise), competence, facilities and infrastructure to act as a share escrow agent and to discharge its duties and obligations under this Agreement;
- (iv) 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;
- (v) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (a) any Applicable Law, (b) its organizational/ charter documents, or (c) 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;
- (vi) no Lien shall be created by it over the Escrow Demat Account or the Offered Shares deposited therein; and
- (vii) the Escrow Demat Account and the Offered Shares deposited therein shall be held by the Share Escrow Agent in trust and in accordance with the provisions of this Agreement and Applicable Law, kept separate and segregated from its general assets and represented so in its records and the Share Escrow Agent shall instruct the Depositories not to recognize any transfer which is not in accordance with the terms of this Agreement.

6.2 The Share Escrow Agent hereby agrees and undertakes to implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with the Applicable Law, 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 each of the Selling Shareholders and any and all such instructions as are duly provided (in accordance with this Agreement) by the relevant authorized signatories of the Company and each of the Selling Shareholders in writing, shall be implemented by the Share Escrow Agent, in accordance with the Applicable Law. Further, the Share Escrow Agent shall not act on any instructions to the contrary to those set out in this Agreement, in relation to the Escrow Demat Account, by any person, including the Company or any of the Selling Shareholders.

6.3 The Share Escrow Agent undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement and to notify the Company, the Selling Shareholders and the BRLMs 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.

- 6.4** The Share Escrow Agent acknowledges that the Company 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.
- 6.5** The Share Escrow Agent shall provide to each of the Selling Shareholders and the Company, from time to time, statements of accounts, on a weekly basis and as and when requested by the Selling Shareholders and the Company, in writing, until the completion of the Allotment of the Sold Shares in terms of this Agreement.
- 6.6** The Share Escrow Agent hereby acknowledges and agrees 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 completion of the events mentioned in Section 5 of this Agreement and shall not act on any instructions to the contrary, in relation to the Escrow Demat Account, by any person including the Company or any of the Selling Shareholders. The Share Escrow Agent agrees that it shall ensure that the Escrow Demat Account will not be operated in any manner and for any purpose other than as provided in this Agreement and as required under the Applicable Law. The Share Escrow Agent agrees and undertakes to act with due diligence, care and skill while discharging its obligations under this Agreement. The Share Escrow Agent shall implement all written instructions provided to it in accordance with the terms of this Agreement and in accordance with the Applicable Law, 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 each of the Selling Shareholders and any and all such instructions as are duly provided (in accordance with this Agreement) by the relevant authorized signatories of the Company and each of the Selling Shareholders in writing, shall be implemented by the Share Escrow Agent, in accordance with the Applicable Law.
- 6.7** The Share Escrow Agent confirms that it has read and it fully understands the SEBI ICDR Regulations, the Companies Act, and all relevant circulars, notifications, guidelines and regulations issued by the SEBI and other Applicable Law, in so far as they are applicable to its scope of work undertaken pursuant to the Agreement and that it is fully aware of its obligations, duties and responsibilities and the consequences of any default on its part.
- 6.8** 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 the Red Herring Prospectus, the Prospectus, other Offer Documents and any other material prepared in connection with the Offer.

7. INDEMNITY

- 7.1** The Share Escrow Agent hereby unconditionally and irrevocably agrees to hold harmless and shall keep the Company, each of the Selling Shareholders and each of their respective employees, directors, officers, managers, Affiliates, advisors, agents, associates, representatives, successors, permitted assigns and 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 (the “**Indemnified Party**”), fully indemnified, at all times, from and against any claims, penal actions, actions, causes of action (probable or otherwise), liabilities, penalties, damages, suits, demands, unreasonable delay, proceedings, writs, awards, judgments, fines, claims for fees, costs, charges, expenses (including, without limitation, interest, penalties, attorney fees, court costs, accounting fees, Losses of whatsoever nature, including reputational, direct, indirect, consequential, punitive, exemplary, made, suffered or incurred arising from difference or fluctuation in exchange rates of currencies and investigation 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, Losses of whatsoever nature (including reputational) made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Indemnified Party or any other party, in relation to or resulting from or consequent upon or arising out of any delay or breach or alleged breach of any

representation, warranty or undertaking or in the performance of the obligations and responsibilities by the Share Escrow Agent or the terms and conditions set out in this Agreement or any provision of law, regulation or order of any court, regulatory, statutory, governmental, quasi-judicial and/or administrative authority or arising out of the acts or omissions, any delay, failure, deficiency, error, delay, negligence, fraud, misconduct, bad faith or wilful default 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 this Agreement and/or if any information provided by the Share Escrow Agent to the Indemnified Parties is untrue, incomplete or incorrect in any respect, and / or infringement of any intellectual property, rights of any Third Party or anything done or omitted to be done through the negligence, default or misconduct by the Share Escrow Agent or of its officers, directors, employees or agents including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under this Agreement. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each Indemnified Party 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 Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under this Agreement and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, statutory, governmental or regulatory authority or a court of law. For the avoidance of doubt, it is hereby clarified that the right of any Indemnified Party to be indemnified under this Section 7 shall be in addition to any rights or remedies or recourses available to such Indemnified Party under the Applicable Law or equity or otherwise, including any right for damages.

- 7.2** The Share Escrow Agent hereby agrees that failure of any Indemnified Party to exercise part of any of its right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Indemnified Party of any of its rights established herein.
- 7.3** The Share Escrow Agent agrees to enter into a letter of indemnity in a form as set out in **SCHEDULE XIV** with the Book Running Lead Managers on the date of this Agreement. The Share Escrow Agent acknowledges and agrees that entering into this Agreement for performing its duties and responsibilities is sufficient consideration for issuing the letter of indemnity in favour of the Book Running Lead Managers. In case of any conflict or inconsistency between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail.

8. TERM AND TERMINATION

- 8.1** This Agreement shall be effective from the Agreement Date and shall automatically terminate upon the occurrence of the earlier of the following:
- (a) upon the occurrence/ completion of the events mentioned in Section 5 above in accordance with the terms of the Red Herring Prospectus, the Prospectus and Applicable Law;
 - (b) 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. For the avoidance of doubt, it is hereby clarified that on the occurrence of any event mentioned under this Section 8.1(b), the Company and the Selling Shareholders may, in consultation with the Book Running Lead Managers, appoint a substitute share escrow agent within seven (7) Working Days and terminate this Agreement in accordance with Section 8.3; or

(c) the occurrence of an Event of Failure, provided that upon such occurrence, the Share Escrow Agent will continue to be responsible to discharge its obligations under Section 5 of this Agreement.

8.2 In an event of fraud, delay, negligence, misconduct, bad faith, default or breach of any representation and undertaking under this Agreement on the part of the Share Escrow Agent, the Share Escrow Agent at its own cost, shall take all measures to immediately rectify such fraud, delay, negligence, misconduct, bad faith, default or breach, as applicable within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders, severally and not jointly. The Company and the Selling Shareholders, severally and not jointly, shall reserve the right to immediately terminate this Agreement by written notice, if the Share Escrow Agent is unable to rectify such event, at its own cost, within a period of two (2) Working Days of receipt of written notice from the Company or the Selling Shareholders. Further, this Agreement may be immediately terminated by the Company or the Selling Shareholders, severally and not jointly, in the event of a breach by Share Escrow Agent of its representations, warranties, obligations or undertakings in this Agreement by a written notice to the Share Escrow Agent, with a copy to the Book Running Lead Managers.

8.3 Termination of this Agreement shall be operative only after the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, simultaneously appoint a substitute share escrow agent of equivalent standing (within one (1) Working Day from the date of termination or such other period as may be determined by the Company and the Selling Shareholders), which substitute share escrow agent shall agree to the terms, conditions and obligations substantially similar to the provisions hereof (including executing and delivering a letter of indemnity to the Book Running Lead Managers substantially in the format set out in **SCHEDULE XIV**). The erstwhile Share Escrow Agent shall, without any limitations, 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 if required, shall provide all necessary cooperation and support to ensure the smooth transition to such substitute share escrow agent. The substitute share escrow agent shall enter into an agreement, substantially in the form and nature of this Agreement (including the letter of indemnity to the Book Running Lead Managers substantially in the format set out in **SCHEDULE XIV**), or as may be mutually agreed among the substitute share escrow agent, the Company, the Selling Shareholders and the Book Running Lead Managers (to the extent of the letter of indemnity). 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.

8.4 Subject to Section 8.5, it is clarified that in the event of termination of this Agreement in accordance with this Section 8, the obligations of the Share Escrow Agent shall be deemed to be completed only (i) when the Offered Shares lying to the credit of the Escrow Demat Account are transferred from the Escrow Demat Account in accordance with Section 5 or (ii) the new escrow demat account has been opened and the Escrow Demat Account has been duly closed in accordance with this Agreement, as the case may be.

8.5 Survival

The provisions of Section 5.3, Section 5.4, Section 5.5 Section 5.6, Section 6 (*Representations, Warranties and Obligations of the Share Escrow Agent*), Section 7 (*Indemnity*), this Section 8.5 (*Survival*), Sections 9 (*Closure of the Escrow Demat Account*) and 10 (*General*) of this Agreement shall survive the termination of this Agreement pursuant to Sections 8.1 and 8.2 of this Agreement.

9. CLOSURE OF THE ESCROW DEMAT ACCOUNT

9.1 The Share Escrow Agent shall close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Section 5 or in the event of termination of this Agreement pursuant to Section 8.1(b) and shall send a prior written intimation to the Company and the Selling Shareholders (with a copy to the Book Running Lead Managers) relating to the closure of the Escrow Demat Account.

- 9.2** Notwithstanding Section 9.1 above, in the event of termination of this Agreement pursuant to Section 8.1(c), the Share Escrow Agent shall credit the Offered Shares which are lying to the credit of the Escrow Demat Account to the Selling Shareholders' Demat Accounts in accordance with Section 5 and shall take necessary steps to ensure closure of the Escrow Demat Account in accordance with Section 9.1 above, unless the Company and the Selling Shareholders have instructed it otherwise after prior written consent from the Book Running Lead Managers.
- 9.3** In the event of termination of this Agreement pursuant to Section 8.1(b) or Section 8.2, the Share Escrow Agent shall close the Escrow Demat Account and transfer the Offered Shares, which are lying to the credit of the Escrow Demat Account to the new escrow demat account to be opened and operated by the new share escrow agent as appointed, in accordance with Section 8.3, immediately, and in any event within one (1) Working Day of such termination or within such other period as may be determined by the Company in consultation with the Selling Shareholders and the Book Running Lead Managers. Provided, in the event the Share Escrow Agent is unable to close the Escrow Demat Account and debit all the Offered Shares from the Escrow Demat Account and credit them to the new share escrow demat account within one (1) Working Day from the date of appointment of the substitute share escrow agent in accordance with this clause, 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, unless the Selling Shareholders have instructed it otherwise in relation to their respective Offered Shares. Upon debit and delivery of such Offered Shares, which are lying to the credit of the Escrow Demat Account to the Allottees and/or the respective Selling Shareholders' Demat Accounts and closure of the Escrow Demat Account, as set out in this Section 9, the Share Escrow Agent shall, subject to Section 8.5, be released and discharged from any and all further obligations arising in connection with the Offered Shares, held in the Escrow Demat Account or this Agreement, provided that upon termination of this Agreement due to any event mentioned under Section 8.1(b) or Section 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 new share escrow agent in accordance with Section 8.3, in such event, the Share Escrow Agent shall provide all necessary cooperation and support in relation to ensure a smooth transition to such new share escrow agent.

10. GENERAL

10.1 Notices

All notices, including requests, demands, or other communication, required or permitted to be issued under this Agreement shall be in writing (which shall include e-mail) and shall be deemed validly delivered if sent by registered post or recorded delivery to or left at the addresses as specified below or sent to the e-mail of the Parties respectively or such other addresses as each Party may notify in writing to the other.

If to the Company:

Canara HSBC Life Insurance Company Limited

8th Floor, Unit No. 808-814

Ambadeep Building

Kasturba Gandhi Marg, Connaught Place

Central Delhi, New Delhi 110 001

Delhi, India

Email: gaurav.vaidya@canarahlife.in

Attention: Gaurav Suhas Vaidya

If to the Promoter Selling Shareholders:

Canara Bank

112, J.C. Road

Bengaluru
Karnataka 560 002
India
Telephone: +91 080 2222 3839
Email: aswing@canarabank.com
Attention: Prabhat Kiran, Chief General Manager

HSBC Insurance (Asia-Pacific) Holdings Limited
HSBC Main Building,
1 Queen's Road Central,
Hong Kong
Telephone: +852 9032 9323
Email: swapan.khanna@hsbc.com.hk
Attention: Swapan Khanna

If to the Investor Selling Shareholder:

Punjab National Bank
Plot No. 4
Sector 10, Dwarka
New Delhi 110 075, India
Telephone: 011-28044169
Email: gbmd@pnb.co.in
Attention: General Manager – Group Business Management Division

If to the Share Escrow Agent:

KFin Technologies Limited
Selenium Tower B, Plot No. 31 & 32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad 500 032, Telangana, India
Tel: +91-40-67162222
Email: canara.ipo@kfintech.com
Attention: M. Murali Krishna

Any Party may change its address by a notice given to the other Parties in the manner set forth above.

Any notice sent to any Party shall also be marked to each of the other Parties to this Agreement.

10.2 Assignment

Except as otherwise provided for in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any Person or any Third Party. Any attempted assignment in contravention of this provision shall be considered as 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 required to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date, provided that any costs and expenses payable by the Company or Selling Shareholders for such further actions shall be shared and paid as per the provisions of the Offer Agreement.

10.4 Governing Law and Jurisdiction: Dispute Resolution

- (i) This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Section 10.4(ii), Section 10.4(iii), Section 10.4(iv) and Section 10.5 below, the courts of Mumbai, India shall have sole and exclusive jurisdiction in matters arising out of arbitration proceedings mentioned herein below.
- (ii) In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement (“**Dispute**”), the Parties to such Dispute (“**Disputing Parties**”), shall attempt, in the first instance, to resolve such Dispute through amicable discussions among the Disputing Parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of fifteen (15) days after the first occurrence of the Dispute, either of the Disputing Parties shall, by notice in writing to the other Disputing Party, refer the Dispute to final and binding arbitration administered by Mumbai Centre for International Arbitration (“**MCIA**”), an institutional arbitration center in India, in accordance with the rules governing the conduct and administration of arbitration proceedings of MCIA in force at the time a Dispute arises (“**MCIA Arbitration Rules**”) and Section 10.4(iv) below. The MCIA Arbitration Rules are incorporated by reference into this Section 10.4 (ii). Pursuant to provisions of the SEBI ODR Circular, the Parties have elected to adopt the institutional arbitration described in this Section 10.4 as the dispute resolution mechanism in accordance with paragraph 3(b) therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”).
- (iii) Any reference of the Dispute to arbitration 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.
- (iv) The arbitration shall be subject to Section 10.4(ii) and shall be conducted as follows shall be conducted as follows:
 - (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (b) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
 - (c) the arbitral tribunal shall consist of three arbitrators appointed by the council of MCIA; each Disputing Party shall appoint one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator within 15 days of the receipt of the second arbitrator’s confirmation of his/her appointment in accordance with the MCIA Arbitration Rules. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules, and in any event, each of the arbitrators recommended by Disputing Parties under this Section 10.4 shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (d) the arbitral tribunal shall have the power to award interest on any sums awarded;
 - (e) the arbitration award shall be in writing and state the facts and reasons on which it was based;

- (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal;
- (h) the arbitral tribunal may award to a Disputing Party its cost and actual expenses (including actual fees of its counsel);
- (i) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement, and
- (j) subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to arbitration proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

10.5 In the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing any other form as may be prescribed under Applicable Law, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the Dispute notwithstanding the option exercised by such respective Disputing Party in Section 10.4(ii).

Provided that, in the event of any inter-se Dispute between the Parties, where the BRLMs are not a party to the Dispute and the SEBI ODR Circular is not mandatorily applicable, such relevant Parties may by notice in writing to the other Disputing Parties, refer the Dispute to arbitration to be conducted in accordance with the provisions of the Arbitration Act. Each of the Company and the Selling Shareholders, severally and not jointly, agree that (i) the arbitration award arising in relation to a Dispute referred to in this proviso to Section 10.4(v) shall be final, conclusive and binding on the parties thereto and shall be subject to enforcement in any court of competent jurisdiction; and (ii) institutional arbitration to be conducted at MCIA will not be mandatory for such Disputes and Section 10.4(ii) and Section 10.4(iv) shall be read accordingly.

10.6 Supersession

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

10.7 Amendments

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement. Provided that if the number of Offered Shares to be deposited in the Escrow Demat Account by each of the Selling Shareholders changes after the execution of this Agreement, references in this Agreement to the number of Offered Shares to be deposited in the Escrow Demat Account and/or number of Offered Shares proposed to be sold shall be deemed to have been revised on the execution of an updated authorization/consent letter by the respective Selling Shareholder, specifying the revised number of Offered Shares. The additional Offered Shares shall be deposited in the Escrow Demat Account or be transferred back from the Escrow Demat Account to the respective demat account of the Selling Shareholder, promptly and no later than (1) Working Day from the date of such revision in the Offered Shares.

10.8 Successors

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, a scheme of arrangement, merger, demerger or acquisition of any Party) and legal representatives.

10.9 Severability

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

10.10 Confidentiality

- (i) The Share Escrow Agent shall keep confidential 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 by its nature is intended to be confidential (“**Confidential Information**”), and shall not divulge such information to any other person or use such Confidential Information other than:
 - (a) its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement; or
 - (b) any person to whom it is required by Applicable Law to disclose such information or at the request of any Governmental Authority.
- (ii) In relation to Section 10.10(i), 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 any Party is required to disclose Confidential Information under Applicable Law or Section 10.10(i) above, it shall ensure that the other Parties are duly informed in writing of such disclosure reasonably in advance, prior to such disclosure being made so as to enable the Company and/or the respective Selling Shareholders, as the case may be, to obtain appropriate injunctive relief or prevent such disclosure or minimize the disclosure information only to the extent required under 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.
- (iii) Confidential Information shall be deemed to exclude any information:
 - (a) which is already in the possession of the receiving party on a non-confidential basis;
 - (b) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties; or
 - (c) which subsequently becomes publicly known other than through the breach of this Agreement by any of the Parties hereunder.

10.11 Specific performance

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

10.12 Specimen signatures

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

10.13 Counterparts

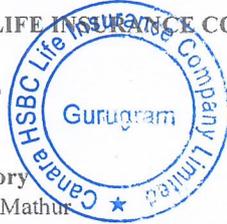
This Agreement may be executed in one or more counterparts/ originals, including counterparts/ originals transmitted by electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

[Remainder of the page is left intentionally blank. Signature pages follow]

This signature page forms an integral part of the Share Escrow Agreement executed among Canara HSBC Life Insurance Company Limited, the Selling Shareholders and KFin Technologies Limited.

SIGNED for and on behalf of

CANARA HSBC LIFE INSURANCE COMPANY LIMITED



Authorised Signatory

Name: Anuj Dayal Mathur

Designation: Managing Director and Chief Executive Officer

This signature page forms an integral part of the Share Escrow Agreement executed among Canara HSBC Life Insurance Company Limited, the Selling Shareholders and KFin Technologies Limited.

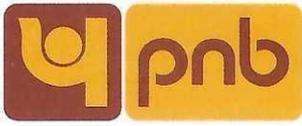
IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of **HSBC INSURANCE (ASIA-PACIFIC) HOLDINGS LIMITED**



Name: Edward Moncreiffe
Designation: CEO, Global Insurance





...the name you can BANK upon!



This signature page forms an integral part of the Share Escrow Agreement executed among Canara HSBC Life Insurance Company Limited, the Selling Shareholders and KFin Technologies Limited.

SIGNED for and on behalf of

PUNJAB NATIONAL BANK

Authorised Signatory

Name: Nitil Pandya

Designation: General Manager



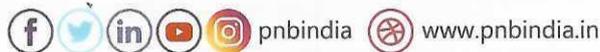
pnbindia.in

T: 011 28075000, 28045000

पंजाब नैशनल बैंक punjab national bank

कॉर्पोरेट कार्यालय: प्लॉट सं.4, सेक्टर-10, द्वारका, नई दिल्ली-110075

Corp. Office: Plot No. 4, Sector - 10, Dwarka, New Delhi 110075 India



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

PNB0215A/LOT NO.01/JAN21/OMSAI

This signature page forms an integral part of the Share Escrow Agreement executed among Canara HSBC Life Insurance Company Limited, the Selling Shareholders and KFin Technologies Limited.

SIGNED for and on behalf of

KFIN TECHNOLOGIES LIMITED




Authorised Signatory

Name: M.Murali Krishna

Designation: Sr, Vice President

SCHEDULE I

Details of the Selling Shareholders

S. No.	Name of the Selling Shareholder	Offered Shares	Date of Consent Letter	Date of the resolution of the board of directors
1.	Canara Bank	Up to 137,750,000 Equity Shares of face value ₹10 each	April 26, 2025	March 26, 2025
2.	HSBC Insurance (Asia-Pacific) Holdings Limited	Up to 4,750,000 Equity Shares of face value ₹10 each	April 28, 2025 and September 25, 2025	April 8, 2025
3.	Punjab National Bank	Up to 95,000,000 Equity Shares of face value ₹10 each	April 25, 2025	April 22, 2025

SCHEDULE II

[On the letterhead of the Company]

To,

The National Securities Depositories Limited
Trade World, A Wing, 4th and 5th Floors
Kamala Mills Compound
Lower Parel, Mumbai
400 013

Corporate Action Information Form

(for shares)

1. Name of Company : _____
2. Corporate Action Description : _____
(e.g; Preferential Offer, ESOP, Bonus, Rights, IPO, Sub-division, Amalgamation, etc.)
3. Ratio : _____
(for bonus, sub-division, amalgamation, etc.)
(e.g; 3 shares of A Ltd. for every 2 shares held in B Ltd.)
4. Security Type : _____
(e.g. Equity shares, Preference shares etc.)
5. ISIN : _____
6. Share price/value (new shares)
- (a) Offer price per share : _____
- (b) Face value per share : _____
- (c) Premium per share : _____
- (d) Paid-up value per share : _____
7. Date of Allotment : _____
(dd-mm-yyyy)

8. Details of Allotment

Particulars	No. of records (allottees)	No. of shares (Quantity)
<i>(A) Fully Paid</i>		
(a) Electronic form – NSDL		
(b) Electronic form – CDSL		
(c) Physical form		
Total (A)		
<i>(B) Partly Paid</i>		
(a) Electronic form – NSDL		
(b) Electronic form – CDSL		
(c) Physical form		
Total (B)		
Grand Total (A) + (B)		

For partly paid shares, Rs. _____ per share paid-up.

9. Distinctive numbers

	From	To	No. of shares
Fully Paid			
Partly Paid			
Total No. of shares			

10. Details of Equity Share capital

(A)

Particulars	Issued Capital	
	No. of shares	Amount (Rs.)
Before this Offer		
After this Offer		

(B)

Particulars	Paid-up Capital	
	No. of shares	Amount (Rs.)
Before this Offer		
After this Offer		

11. Names of all stock exchanges where your existing shares are listed: _____

12. Declaration

I, _____ (person name), _____ (designation) of _____ (company name) declare that the company has obtained all the necessary approvals for the aforesaid Offer of shares.

Signature :

Date : _____
(dd-mm-yyyy)

Notes:

1. Ensure that the above details reach NSDL at least three days before execution of corporate action.
2. Print/type this form on your letterhead.
3. Use separate forms for different allotment dates.
4. The form must be complete in all respects and should be signed by the Company Secretary or Managing Director.

For Providing Details of Corporate Action (For Lock-In)

Note:

1. This Form is to be forwarded on the letterhead of the Company duly signed by the authorized signatory(ies).
2. Write N.A wherever not applicable.

To,

Central Depository Services (India) Limited.

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013.

Dear Sir,

We wish to execute debit and credit Corporate Actions to incorporate lock-in on shares, the details of which are given below:

Reason for incorporation of lock-in. (Explain the reason for incorporation of lock-in on shares clearly specifying statutory guidelines/provision).	
ISIN	
Security Description	
No. of Records in CDSL	
No. of Shares in CDSL (Quantity)	
Lock-in release date	

The Details of the applicants are as follows:

Sr. No.	Name of the Applicant	BO ID	Quantity
1.			
Total Quantity			

DECLARATION

I, _____ state and confirm that:

- The Company has obtained the consent of the concerned shareholders about incorporation of lock-in on their shares.
- The Company has obtained all necessary approvals to incorporate lock-in on shares.

Name :
Designation :
Signature :

[On the letterhead of the Company]

For Providing Details of Corporate Action (For Equity)

Note:

1. This form is to be forwarded on the letterhead of the Company duly signed by the authorized signatory(ies).
2. Write N.A. wherever not applicable.

To,

Date:

**The Vice President –Operations
Central Depository Services (India) Limited.**

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013.

Dear Sir,

We wish to inform you that the following securities are being issued by the company:-

1. Company Name :
2. Type of Corporate Action / Allotment :
(e.g Preferential offer, ESOP, Bonus, Rights, IPO, Sub-division, Amalgamation etc.)
3. ISIN :
4. ISIN for Partly Paid securities (if any) :
5. Offer Price :
Face Value per share :
Premium per share :
Total per share :
6. Book Closure Date/Record Date : From // To //
//
7. Ratio :
(For Bonus, Sub-division, Amalgamation etc)
(e.g 3 shares of X Co Ltd. for every 2 shares held in Y Co. Ltd.)
8. Date of allotment :
9. Details of Share Capital : (Before the allotment).

Share Capital	No. of Shares	Value (Rs.)
Issued	A:	C:
Paid Up	B:	D:
Difference if any*	(A-B)	(C-D)
Listed Capital (on all Exchanges) @	E:	F:
Difference if any***	(B-E):	(D-F):

@ Excluding the capital for which in principle /listing approval is received, application made but pending. In case permission of any exchange is pending the shares for which the said permission (listing / in-principle approval) should not be included in this figure.

*Reason for difference of shares, if applicable:
(A-B & C-D):

*** Reason for difference of shares, if applicable:
(B-E & D-F):

10. Details of Present Allotment :

Particulars	No. of Records (Allottees)	No. of Shares (Quantity)
(A) Fully Paid		
(a) Electronic form – CDSL		
(b) Electronic form – NSDL		
(c) Physical form		
Total (A)		
(B) Partly Paid		
(a) Electronic form – CDSL		
(b) Electronic form – NSDL		
(c) Physical form		
Total (B)		
Grand Total (A) + (B)		

For partly paid shares, Rs. _____ per share paid-up.

11. Lock in Security Details (for the present allotment): No. of securities under lock-in in CDSL: _____ Expiry Date : End of Day of _____

12. Details of Share Capital after allotment :

Particulars	No. of Shares	Amount (Rs.).
Issued Capital		
Paid up Capital		

13. Listing Details: **(For the Present Allotment)**. In case of unlisted companies please mention only the distinctive numbers for the present allotment.

Distinctive Nos.		Name of the Exchanges where Securities are / will be Listed	In-principle /listing Approval Copy Attached (Y/N)
From	To		

We hereby confirm as under :

a. The above information is correct to the best of our knowledge.

- b. The Company has complied with all the Applicable Laws, Listing Agreement, Companies Act, 2013, Indian Stamp Act, 1899 (2 of 1899), Indian Stamp (Collection of Stamp-Duty through Stock Exchanges, Clearing Corporations and Depositories) Rules, 2019, SEBI and other statutory provisions applicable.
- c. The allottees are eligible to get the allotment and where necessary, permission from RBI/FIPB has been obtained.
- d. The Company has obtained in principle listing approvals from the BSE and NSE or all regional exchanges as applicable.
- e. The Company has complied/proposes to comply with filing the requisite forms with the Registrar Of Companies (RoC) as provided in the Companies Act, 2013.
- f. The Board of Directors/ IPO Committee has approved the allotment of the aforesaid Offer.
- g. The new fully paid shares are pari-passu in all respects with the existing shares (as per SEBI Circular No. SMDRP/CDSL/3254/00 dated February 18, 2000 the shares issued by companies should be pari-passu in all respects and the same ISIN number should be allotted).

Authorized Signatory

Date:

Company Stamp

Encl:

1. Certified copy of Board/IPO Committee Resolution authorizing the Offer/ Corporate Action.
2. Certified copy of the resolution for the Offer/ Corporate Action passed in the AGM/EGM.
3. Certified copies of the in-principle/ listing approvals from BSE and NSE.
4. Certified copy of Court/BIFR Order, if applicable.
5. In case of allotment under ESOP/ ESPS, reconciliation statement showing in-principle/listing approval received from the Stock Exchange(s) (plan wise), allotment excluding the present one and the balance to be allotted.
6. Offer Document/ Letter of Offer/ Red Herring Prospectus along with specimen of Application Form in case of IPO/Rights Issue/Conversion of GDRs/FCDs.
7. Certified copy of Basis of Allotment filed with Stock Exchange(s) in case of IPO/ Rights Issue.
8. Certificate from Book Running Lead Manager to the Offer confirming relevant SEBI guidelines complied with in case of IPO/ Rights Issue.
9. Certified copy of RBI approval, if allotment is made to NRI/ NRO/ OCB if applicable.
10. Corporate Action Processing fees @ ₹ 20,000/- plus applicable taxes.
11. Electronic debit/credit through the CDSL system will attract charges @ ₹ 10/- per debit/credit subject to a minimum of ₹ 1,000/- plus applicable taxes.
12. Payment to be made by Cheque/ Demand Draft in favor of Central Depository Services (I) Ltd. Payable at Mumbai or through NEFT.

SCHEDULE III

- (a) Certified copy of Board Resolution/ IPO Committee Resolution authorizing the Offer/ Corporate Action.
- (b) Certified copy of the resolution for the Offer/ Corporate Action passed in the annual general meeting/ extra ordinary general meeting.
- (c) Certified copies of the in-principle/ listing approvals from BSE and NSE.
- (d) Red Herring Prospectus along with specimen of the Application Form.
- (e) Certified copy of Basis of Allotment filed with Stock Exchange(s).
- (f) Certificate from the Book Running Lead Managers to the Offer confirming compliance with the relevant SEBI guidelines.
- (g) Certified copy of the RBI approval, if allotment is made to NRI(s)/ NRO(s)/ OCB(s), if applicable.
- (h) Corporate Action processing fees @ ₹ 10/- per record subject to a minimum of ₹ 1,000/- along with applicable GST per Depository (NSDL and CDSL).
- (i) Electronic debit/ credit through the CDSL system will attract charges @ ₹ 10/- per debit/ credit subject to a minimum of ₹ 1,000/- along with applicable GST per Depository (NSDL and CDSL).
- (j) Payment to be made by cheque/ demand draft in favour of CDSL payable at Mumbai or through NEFT.

SCHEDULE IV

Details of demat account of the Selling Shareholders

Canara Bank

Client ID: 10001195

Depository Participant: CANARA BANK SECURITIES LIMITED

DP ID: IN301356

Account Name: CANARA BANK-MUMBAI

HSBC Insurance (Asia-Pacific) Holdings Limited

Client ID: 10774134

Depository Participant: NSDL

DP ID: IN300142

Account Name: HSBC INSURANCE (ASIA-PACIFIC) HOLDINGS LIMITED

Punjab National Bank

Client ID: 10501028

Depository Participant: NSDL

DP ID: IN300812

Account Name: PUNJAB NATIONAL BANK

SCHEDULE V

ON THE LETTERHEAD OF THE SHARE ESCROW AGENT

Date: [●]

To,

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

Dear Sirs,

Sub: Notice of opening of the Escrow Demat Account pursuant to Section 2.1 of share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”)

Pursuant to Section 2.1 of the Share Escrow Agreement, we write to inform you that an Escrow Demat Account has been opened in accordance with the provisions of the Share Escrow Agreement, the details of which are as follows:

Depository: [●]

Depository participant: [●]

Address of Depository Participant: [●]

DP ID: [●]

Client ID: [●]

Account Name: [●]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **KFin Technologies Limited**

Authorized Signatory

Name: [●]

Designation: [●]

SCHEDULE VI

[On the letterhead of the Share Escrow Agent]

Date: [●]

To,

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

Dear Sirs,

Sub: Notice of transfer of the Offered Shares into the Escrow Demat Account pursuant to Section 3.3 of the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”)

Pursuant to Section 3.3 of the Share Escrow Agreement, we write to inform you that the Offered Shares from the Selling Shareholders as detailed below have been credited to the Escrow Demat Account today.

Selling Shareholder	Demat Account Number	No. of Equity Shares transferred
[●]		
[●]	[●]	[●]
[●]	[●]	[●]
[●]		
[●]	[●]	[●]

Capitalized terms not defined herein shall have the meaning assigned to such term in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **KFin Technologies Limited**

Authorized Signatory

Name: [●]

Designation: [●]

SCHEDULE VII

Part (A)

[On the letterhead of the Share Escrow Agent]

Date: [●]

To,

The Selling Shareholders

Re: Allotment of Equity Shares in the initial public offering of Canara HSBC Life Insurance Company Limited

Dear Sir,

Pursuant to Section 5.1(b) of the share escrow agreement dated September 30, 2025 (“**Share Escrow Agreement**”), this is to confirm that we have received a copy of the resolution passed by the [Board of Directors/ IPO Committee] approving the Allotment.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **KFin Technologies Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Copy to:

The Company and the Book Running Lead Managers

Part (B)

[ON THE LETTERHEAD OF THE COMPANY]

Date: [●]

To

The Share Escrow Agent and the Selling Shareholders

Re: Allotment of Equity Shares in the initial public offering of Canara HSBC Life Insurance Company Limited

Dear Sir,

In accordance with the Section 5.1(c) of the share escrow agreement dated September 30, 2025 (the “**Share Escrow Agreement**”), the Corporate Action Requisition has been issued. A copy of the Corporate Action Requisition is enclosed hereto.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Yours sincerely,

For and on behalf of **Canara HSBC Life Insurance Company Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Copy to:

The Book Running Lead Managers

SCHEDULE VIII

[On the letterhead of the Company]

To,

The Share Escrow Agent

Dear Sir,

Sub: Share Escrow Failure Notice pursuant to Section 5.3 of the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”)

Pursuant to Section 5.3 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred. The Event of Failure of the Offer has occurred [before/after] [*Note: Retain as applicable*] the transfer of the Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

[[Upon receipt of the Share Escrow Failure Notice before the transfer of the Sold Shares:

The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholders’ Demat Accounts in accordance with Section 5.5 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Section 9 of the Share Escrow Agreement.]

OR

[Upon receipt of the Share Escrow Failure Notice after the Transfer of the Sold Shares to the Allottees:

The Share Escrow Agent is requested to act in accordance with the instructions issued by the Company in terms of Section 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Section 9 of the Share Escrow Agreement.]] [*Note: Retain as applicable*]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Canara HSBC Life Insurance Company Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Copy to:

The Selling Shareholders and the Book Running Lead Managers

SCHEDULE IX

[On the letterhead of the Selling Shareholders]

Date: [●]

To,

The Share Escrow Agent

Dear Sir,

Sub: Selling Shareholders Share Escrow Failure Notice pursuant to Section 5.4 of the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”)

Pursuant to Section 5.4 of the Share Escrow Agreement, we write to inform you that an Event of Failure has occurred. The event of Failure of the Offer has occurred [before/after] [*Note: Retain as applicable*] the transfer of the Sold Shares to the Allottees in accordance with the Share Escrow Agreement.

Upon receipt of the Share Escrow Failure Notice before the transfer of the Sold Shares:

[[The Share Escrow Agent is requested to credit back the Offered Shares from the Escrow Demat Account to the Selling Shareholders’ Demat Accounts in accordance with Section 5.5 of the Share Escrow Agreement. Thereafter, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Section 9 of the Share Escrow Agreement.]]

OR

Upon receipt of the Share Escrow Failure Notice after the Transfer of the Sold Shares to the Allottees:

[The Share Escrow Agent is requested to act in accordance with the instructions issued by the Company in terms of Section 5.6 of the Share Escrow Agreement. Further, the Share Escrow Agent is requested to close the Escrow Demat Account pursuant to Section 9 of the Share Escrow Agreement.]] [*Note: Retain as applicable*]

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Canara HSBC Life Insurance Company Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Copy to:

The Company and the Book Running Lead Managers

SCHEDULE X

[To be issued by the Company and the Share Escrow Agent]

To,

The National Securities Depositories Limited

Trade World, A Wing, 4th and 5th Floors
Kamala Mills Compound
Lower Parel,
Mumbai 400 013

Central Depository Services (India) Limited.

Marathon Futurex, A Wing, 25th Floor,
N M Joshi Marg, Lower Parel,
Mumbai 400 013

[●] [*Note: Company to provide the name of the depository participant along with the relevant address.*]

Dear Sirs,

Sub: Receipt of [the Share Escrow Failure Notice pursuant to Section 5.3]/ [Selling Shareholders' Share Escrow Failure Notice pursuant to Section 5.4] [*Note: Retain as applicable.*] of the share escrow agreement dated September 30, 2025 (the "Share Escrow Agreement")

Pursuant to the receipt of [the Share Escrow Failure Notice pursuant to Section 5.3] / [Selling Shareholders' Share Escrow Failure Notice pursuant to Section 5.4] of the Share Escrow Agreement, we write to apprise you that an Event of Failure that has occurred. Accordingly, one of the undersigned being the Share Escrow Agent, will debit the Sold Shares from the Allottees' account and credit them to the Escrow Demat Account.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Canara HSBC Life Insurance Company Limited**

Authorized Signatory

Name: [●]

Designation: [●]

For and on behalf of **KFin Technologies Limited**

Authorized Signatory

Name: [●]

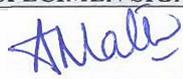
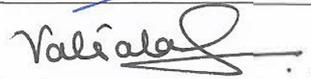
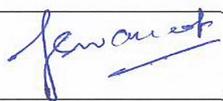
Designation: [●]

Copy to:

The Book Running Lead Managers

SCHEDULE XI

LIST OF AUTHORIZED SIGNATORIES

Canara HSBC Life Insurance Company Limited (any one of the following)		
NAME	DESIGNATION	SPECIMEN SIGNATURE
Anuj Dayal Mathur	Managing Director and Chief Executive Officer	
Tarun Rustagi	Chief Financial Officer	
Vatsala Sameer	Company Secretary and Compliance Officer	
Indu Swaroop	Financial Controller	

This specimen signature page forms an integral part of the Share Escrow Agreement executed among Canara HSBC Life Insurance Company Limited, the Selling Shareholders and KFin Technologies Limited.

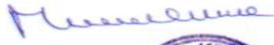
For Canara Bank

Canara Bank		
NAME	DESIGNATION	SPECIMEN SIGNATURE
Prabhat Kiran	Chief General Manager	

HSBC Insurance (Asia-Pacific) Holdings Limited (any one of the following)		
NAME	DESIGNATION	SPECIMEN SIGNATURE
Moncreiffe, Edward Charles Lawrence	Chief Executive Officer, Global Insurance	
Khanna, Swapan	Head of Strategy, Global Insurance	
Law , Soo Ping Alison	Chief Distribution and Customer Officer	
Cheng, Yu Ching Winky	Chief Operating Officer, Global Insurance	

IV.	For Punjab National Bank	
1.	Nitil Pandya (General Manager)	



Share Escrow Agent (any one of the following)		
NAME	DESIGNATION	SPECIMEN SIGNATURE
M.Murali Krishna	Sr,Vice President	 

SCHEDULE XII

[On the letterhead of the Company]

Date: [●]

To,

The Share Escrow Agent

Dear Sirs,

Sub: Share Escrow Notice pursuant to Section 3.2 of the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”)

We write to inform you that the Red Herring Prospectus was not filed within the time prescribed under Section 3.2 of the Share Escrow Agreement.

The Share Escrow Agent is requested to immediately credit back the Offered Shares from the Escrow Demat Account to the respective Selling Shareholders’ Demat Accounts in accordance with Section 3.2 of the Share Escrow Agreement.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement.

Kindly acknowledge the receipt of this letter.

For and on behalf of **Canara HSBC Life Insurance Company Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Copy to:

The Selling Shareholders

The Book Running Lead Managers

SCHEDULE XIII

[On the letterhead of the Share Escrow Agent]

Date: [●]

To:

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

Re: Debit of Sold Shares from the Escrow Demat Account and release of any Unsold Shares back to the respective Selling Shareholders' Demat Accounts pursuant to Section 5.2 for Canara HSBC Life Insurance Company Limited

Dear all,

Pursuant to Section 5.2 of the share escrow agreement dated September 30, 2025 (the “**Share Escrow Agreement**”), this is to confirm that all Sold Shares have been debited from the Escrow Demat Account and credited to the respective demat accounts of the Allottees of the Sold Shares in relation to the Offer for Sale. [Further, the Unsold Shares remaining to the credit of the Escrow Demat have been released and credited back to the respective Selling Shareholders' Demat Accounts.] [*Note: Retained if applicable*]

Further, please see attached hereto as **Annexure A** a copy of the demat statement reflecting the debit of such Sold Shares [and Unsold Shares] [*Note: Retained if applicable*] from the Escrow Demat Account.

Capitalized terms not defined herein shall have the meaning assigned to such terms in the Share Escrow Agreement or the Offer Documents, as applicable.

For and on behalf of **KFin Technologies Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Enclosed: As above.

Annexure A to Schedule XIII

[Note: Copy of demat statement reflecting the debit of Sold Shares [and Unsold Shares] from the Escrow Demat Account to be included]

SCHEDULE XIV

LETTER OF INDEMNITY

Date: [●], 2025

To,

SBI Capital Markets Limited

1501, 15th Floor, A&B Wing
Parinee Crescenzo Building
G Block, Bandra Kurla Complex Bandra (East),
Mumbai 400 051, Maharashtra, India

BNP Paribas

BNP Paribas House,
1-North Avenue, Maker Maxity,
Bandra-Kurla Complex Bandra (E)
Mumbai –400 051, Maharashtra, India

HSBC Securities & Capital Markets (India) Private Limited

52/60, Mahatma Gandhi Road,
Fort Mumbai 400 001
Maharashtra, India

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai- 400 025, Maharashtra, India

(Collectively, the “**Book Running Lead Managers**” or “**BRLMs**” and the BRLMs and the Registrar are collectively referred to as the “**Parties**”)

Dear Sirs,

Re: Letter of Indemnity to the Book Running Lead Managers pursuant to the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”) entered into among Canara HSBC Life Insurance Company Limited (the “Company”), the Selling Shareholders (as defined in the Share Escrow Agreement) and KFin Technologies Limited (the “Share Escrow Agent”)

The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company (“**Equity Shares**”), comprising an offer for sale of up to 137,750,000 Equity Shares held by Canara, up to 4,750,000 Equity Shares held by INAH and up to 95,000,000 Equity Shares held by PNB as set out in **Schedule I** (collectively, “**Offered Shares**” and such offer for sale, the “**Offer**” or “**Offer for Sale**”). The Offer shall be undertaken in accordance with 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 at such price as may be determined through the book building process

as prescribed in Schedule XIII of the SEBI ICDR Regulations, and as agreed by the Company and the Book Running Lead Managers (the “**Offer Price**”). The Offer will be made within India to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations. The Offer includes an offer (i) outside the United States to eligible investors in “offshore transactions” as defined in, and in reliance on, Regulation S (“**Regulation S**”) under the U.S. Securities Act (the “**Securities Act**”) and any other regulations applicable in each country where such offer is made and in each case, in compliance with the Applicable Laws of the jurisdictions where offers and sales are made; and (ii) within the United States only to “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the Securities Act pursuant to Rule 144A or another available exemption from the registration requirements thereunder. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, in consultation with the Book Running Lead Managers, in accordance with Applicable Law. The Offer includes a reservation of up to such number of Equity Shares, for subscription by Eligible Employees not exceeding 5.00% of the post-Offer paid-up Equity Share capital, as may be decided subject to the Applicable Law (“**Employee Reservation Portion**”). The Company, in consultation with the BRLMs, may offer certain discount on the Offer Price to Eligible Employees Bidding in the Employee Reservation Portion.

KFin Technologies Limited has been appointed as the 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 understands the SEBI ICDR Regulations, the Companies Act, 2013 and all Applicable Laws, including the relevant circulars, guidelines, notifications 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 obligations, duties and responsibilities 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 an error and/or failure by the Share Escrow Agent in performing its obligations, duties and responsibilities and/or if the Share Escrow Agent fails to comply with any of its obligations, duties and responsibilities under the Share Escrow Agreement and other legal requirements applicable to it in relation to the Offer.

The Share Escrow Agent undertakes to each of the Book Running Lead Managers that it shall act with due diligence, care and skill while discharging its duties, responsibilities, 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 or the Book Running Lead Managers in accordance with the terms of the Share Escrow Agreement and the Offer; (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 other purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with the Applicable Law; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its duties, obligations and responsibilities under the Share Escrow Agreement, this Letter of Indemnity and any other legal requirement applicable in relation to the Offer.

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 hereby absolutely, unconditionally and irrevocably has undertaken to execute and deliver a letter of indemnity to each of the Book Running Lead Managers to indemnify each Book Running Lead Manager Indemnified Person (as defined below) free and harmless at all times, from and against any and all losses, liabilities, demands, claims, writs, suits, damages, proceedings of whatever nature (including reputational) made, suffered or incurred, actions, awards, judgments, costs, interest costs, charges, penalties and expenses, including attorneys’ fees and court costs, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs or other professional fees arising out of a breach or alleged breach of the Share Escrow Agent’s performance, obligations, duties, responsibilities, representations, warranties, covenants, undertakings under the Share Escrow Agreement and this Letter of Indemnity or an error or a failure or any delay, negligence, default or misconduct to deliver or perform the services contemplated under the Share Escrow Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby, absolutely, irrevocably and unconditionally undertakes and agrees to keep, each Book Running Lead Manager and each of their respective Affiliates, and each of their respective directors, employees, officers, agents, representatives, partners, successors, permitted assigns and and Controlling persons and each person, if any, who controls, is under common control with or is controlled by any BRLM within the meaning of section 15 of the Securities Act or section 20 of the U.S. Exchange Act (each such Person, a “**Book Running Lead Manager Indemnified Person**”), indemnified and hold harmless at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, interests, costs, charges, expenses, suits, allegations, investigations, inquiries, judgements, awards or proceedings of whatever nature (including reputational) made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, responding, disputing, preparing or defending any actions claims, suits, allegations, investigations, inquiries, or proceedings, of whatever nature (individually, a “**Loss**” and collectively, “**Losses**”)made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Book Running Lead Manager Indemnified Person or any other party, in relation to or resulting from or consequent upon or arising out of any breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, governmental, judicial, quasi-judicial or administrative authority, or of any representation, warranty, covenants or undertaking in the performance of the obligations and responsibilities by the Share Escrow Agent or arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith or default of the Share Escrow Agent under the Share Escrow Agreement and this Letter of Indemnity, or if any information provided by the Share Escrow Agent to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, or in the event of infringement of any intellectual property or rights of any Third Party by the Share Escrow Agent. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each of the Book Running Lead Manager Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory 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 Book Running Lead Manager Indemnified Persons is a party, in each case as such expenses are incurred or paid, 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 Share Escrow 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, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law.

The Share Escrow Agent shall not in any case whatsoever use the amounts held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement. Further, this Letter of Indemnity shall survive the expiry/ termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Share Escrow Agreement and shall be in addition to any other rights that any Book Running Lead Manager Indemnified Person may have at common law, equity and/or otherwise.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Managers. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any amendment to the Share Escrow Agreement and provide the Book Running Lead Managers a copy of such amendment. The Share Escrow Agent shall inform the BRLMs of any termination / amendment to the Share Escrow Agreement and provide the BRLMs with a copy of such termination / amendment.

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. Further, the Company and the Selling Shareholders entering into the Share Escrow Agreement is sufficient consideration for issuing this Letter of Indemnity in favour of the Book Running Lead Managers.

The Share Escrow Agent hereby agrees that failure of any Book Running Lead Manager Indemnified Person 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 Book Running Lead Manager Indemnified Person of any of its rights established herein.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the draft red herring prospectus dated April 28, 2025 filed with the regulatory authorities in connection with the Offer and the red herring prospectus and the prospectus to be filed by the Company with the regulatory authorities in connection with the Offer. The Share Escrow Agent acknowledges and agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this letter *mutatis mutandis* and all terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever applicable. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. The Share Escrow Agent agrees that all the terms, conditions and obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail. A copy of this Share Escrow Agreement is also provided to the Book Running Lead Managers for their knowledge and records.

This Letter of Indemnity 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 Agreement. 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 Letter of Indemnity. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronically or in PDF format or that of the execution of this Letter of Indemnity.

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 or anything done or omitted to be done pursuant to this Letter of Indemnity, the parties to such dispute shall attempt, in the first instance, to resolve such dispute through amicable discussions among such disputing parties (the “**Disputing Parties**”). All proceedings in any such arbitration shall be conducted at the Mumbai Centre for International Arbitration under the Arbitration and Conciliation Act, 1996, as amended (the “**Arbitration Act**”), and the arbitration rules of the MCIA in force at the time such dispute arises (“**MCIA Arbitration Rules**”) or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai, India. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The Disputing Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. The arbitration shall be conducted under and in accordance with the arbitration rules of the Mumbai Centre for International Arbitration Rules.

Notwithstanding anything contained in the Share Escrow Agreement and in accordance with paragraph 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI Master Circular**”), the Book Running Lead Managers and the Share Escrow Agent have elected to follow the dispute resolution mechanism mentioned above.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI Master Circular, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Letter of Indemnity.

Subject to the foregoing provisions, the courts in Mumbai, India, shall have sole and exclusive jurisdiction in all matters arising out of the arbitration proceedings mentioned herein above, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

All notices, requests, demands and communications issued under this Letter of Indemnity or the Share Escrow Agreement shall be in writing and (a) delivered personally, or (b) sent by registered mail or prepaid postage, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Share Escrow Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; and if sent by registered mail, be deemed given when received. Further, any notice sent to any party shall also be marked to all the remaining parties, as applicable.

If to the Book Running Lead Managers:

SBI Capital Markets Limited

1501, 15th Floor, A & B Wing
Parinee Crescenzo Building,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India
Email: Ratnadeep.acharyya@sbicaps.com
Contact person: Ratnadeep Acharyy

BNP Paribas

BNP Paribas House,
1-North Avenue, Maker Maxity,
Bandra-Kurla Complex Bandra (E)
Mumbai –400 051 Maharashtra, India
Email: sameer.lotankar@asia.bnpparibas.com
Contact person: Sameer Lotankar

HSBC Securities & Capital Markets (India) Private Limited

52/60, Mahatma Gandhi Road, Fort
Mumbai 400 001
Maharashtra, India
Email: chlicipo@hsbc.co.in
Contact person: Harsh Thakkar / Harshit Tayal

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India
Email: Chl.ipo@jmfl.com
Attention: Gitesh Vargantwar

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai- 400 025, Maharashtra, India
Email: subrat.panda@motilaloswal.com
Contact person: Subrat Panda

If to the Share Escrow Agent:

KFin Technologies Limited

Selenium Tower B, Plot No. 31 & 32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad 500 032, Telangana, India

Tel: +91-40-67162222

Email: canara.ipo@kfintech.com

Attention: M. Murali Krishna

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors 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 executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **SBI Capital Markets Limited**

Authorized Signatory

Name: [●]

Designation: [●]

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **BNP Paribas**

Authorized Signatory

Name: [●]

Designation: [●]

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **HSBC Securities & Capital Markets (India) Private Limited**

Authorized Signatory

Name: [●]

Designation: [●]

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **JM Financial Limited**

Authorized Signatory

Name: [●]

Designation: [●]

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **Motilal Oswal Investment Advisors Limited**

Authorized Signatory

Name: [●]

Designation: [●]

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 29/09/2025

Certificate No. G0292025I2975



Stamp Duty Paid : ₹ 1500
(Rs. Only)

GRN No. 140266315



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Kfin Technologies Limited

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Hyderabad District : Hyderabad State : Telangana

Phone: 96*****03



Buyer / Second Party Detail

Name : Sbi capital markets Limited and others

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village: Mumbai District : Mumbai State : Maharashtra

Phone : 96*****03

Purpose : INDEMNITY LETTER FOR SHARE ESCROW AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE INDEMNITY LETTER FOR SHARE ESCROW AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SBI CAPITAL MARKETS LIMITED, BNP PARIBAS, HSBC SECURITIES & CAPITAL MARKETS (INDIA) PRIVATE LIMITED, JM FINANCIAL LIMITED AND MOTILAL OSWAL INVESTMENT ADVISORS LIMITED.

SCHEDULE XIV

LETTER OF INDEMNITY

Date: S 30, 2025

To,

SBI Capital Markets Limited

1501, 15th Floor, A&B Wing
Parinee Crescenzo Building
G Block, Bandra Kurla Complex Bandra (East),
Mumbai 400 051, Maharashtra, India

BNP Paribas

BNP Paribas House,
1-North Avenue, Maker Maxity,
Bandra-Kurla Complex Bandra (E)
Mumbai –400 051, Maharashtra, India

HSBC Securities & Capital Markets (India) Private Limited

52/60, Mahatma Gandhi Road,
Fort Mumbai 400 001
Maharashtra, India

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai- 400 025, Maharashtra, India

(Collectively, the “**Book Running Lead Managers**” or “**BRLMs**” and the BRLMs and the Registrar are collectively referred to as the “**Parties**”)

Dear Sirs,

Re: Letter of Indemnity to the Book Running Lead Managers pursuant to the share escrow agreement dated September 30, 2025 (the “Share Escrow Agreement”) entered into among Canara HSBC Life Insurance Company Limited (the “Company”), the Selling Shareholders (as defined in the Share Escrow Agreement) and KFin Technologies Limited (the “Share Escrow Agent”)

The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company (“**Equity Shares**”), comprising an offer for sale of up to 137,750,000 Equity Shares held by Canara, up to 4,750,000 Equity Shares held by INAH and up to 95,000,000 Equity Shares held by PNB as set out in **Schedule I** (collectively, “**Offered Shares**” and such offer for sale, the “**Offer**” or “**Offer for Sale**”). The Offer shall be undertaken in accordance with 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 at such price as may be determined through the book building process

as prescribed in Schedule XIII of the SEBI ICDR Regulations, and as agreed by the Company and the Book Running Lead Managers (the “**Offer Price**”). The Offer will be made within India to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations. The Offer includes an offer (i) outside the United States to eligible investors in “offshore transactions” as defined in, and in reliance on, Regulation S (“**Regulation S**”) under the U.S. Securities Act (the “**Securities Act**”) and any other regulations applicable in each country where such offer is made and in each case, in compliance with the Applicable Laws of the jurisdictions where offers and sales are made; and (ii) within the United States only to “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the Securities Act pursuant to Rule 144A or another available exemption from the registration requirements thereunder. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, in consultation with the Book Running Lead Managers, in accordance with Applicable Law. The Offer includes a reservation of up to such number of Equity Shares, for subscription by Eligible Employees not exceeding 5.00% of the post-Offer paid-up Equity Share capital, as may be decided subject to the Applicable Law (“**Employee Reservation Portion**”). The Company, in consultation with the BRLMs, may offer certain discount on the Offer Price to Eligible Employees Bidding in the Employee Reservation Portion.

KFin Technologies Limited has been appointed as the 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 understands the SEBI ICDR Regulations, the Companies Act, 2013 and all Applicable Laws, including the relevant circulars, guidelines, notifications 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 obligations, duties and responsibilities 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 an error and/or failure by the Share Escrow Agent in performing its obligations, duties and responsibilities and/or if the Share Escrow Agent fails to comply with any of its obligations, duties and responsibilities under the Share Escrow Agreement and other legal requirements applicable to it in relation to the Offer.

The Share Escrow Agent undertakes to each of the Book Running Lead Managers that it shall act with due diligence, care and skill while discharging its duties, responsibilities, 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 or the Book Running Lead Managers in accordance with the terms of the Share Escrow Agreement and the Offer; (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 other purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with the Applicable Law; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent acknowledges that the Book Running Lead Managers may be subject to liabilities or losses if the Share Escrow Agent fails to comply with any of its duties, obligations and responsibilities under the Share Escrow Agreement, this Letter of Indemnity and any other legal requirement applicable in relation to the Offer.

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 hereby absolutely, unconditionally and irrevocably has undertaken to execute and deliver a letter of indemnity to each of the Book Running Lead Managers to indemnify each Book Running Lead Manager Indemnified Person (as defined below) free and harmless at all times, from and against any and all losses, liabilities, demands, claims, writs, suits, damages, proceedings of whatever nature (including reputational) made, suffered or incurred, actions, awards, judgments, costs, interest costs, charges, penalties and expenses, including attorneys’ fees and court costs, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs or other professional fees arising out of a breach or alleged breach of the Share Escrow Agent’s performance, obligations, duties, responsibilities, representations, warranties, covenants, undertakings under the Share Escrow Agreement and this Letter of Indemnity or an error or a failure or any delay, negligence, default or misconduct to deliver or perform the services contemplated under the Share Escrow Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby, absolutely, irrevocably and unconditionally undertakes and agrees to keep, each Book Running Lead Manager and each of their respective Affiliates, and each of their respective directors, employees, officers, agents, representatives, partners, successors, permitted assigns and and Controlling persons and each person, if any, who controls, is under common control with or is controlled by any BRLM within the meaning of section 15 of the Securities Act or section 20 of the U.S. Exchange Act (each such Person, a “**Book Running Lead Manager Indemnified Person**”), indemnified and hold harmless at all times, from and against any and all claims, actions, losses, damages, penalties, liabilities, interests, costs, charges, expenses, suits, allegations, investigations, inquiries, judgements, awards or proceedings of whatever nature (including reputational) made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, responding, disputing, preparing or defending any actions claims, suits, allegations, investigations, inquiries, or proceedings, of whatever nature (individually, a “**Loss**” and collectively, “**Losses**”)made, suffered or incurred, including pursuant to any legal proceedings instituted or threatened against any Book Running Lead Manager Indemnified Person or any other party, in relation to or resulting from or consequent upon or arising out of any breach or alleged breach of any provision of law, regulation or order of any court or legal, regulatory, statutory, governmental, judicial, quasi-judicial or administrative authority, or of any representation, warranty, covenants or undertaking in the performance of the obligations and responsibilities by the Share Escrow Agent or arising out of the acts or omissions, any delay, negligence, fraud, misconduct, bad faith or default of the Share Escrow Agent under the Share Escrow Agreement and this Letter of Indemnity, or if any information provided by the Share Escrow Agent to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, or in the event of infringement of any intellectual property or rights of any Third Party by the Share Escrow Agent. The Share Escrow Agent shall further indemnify, reimburse and refund all Losses incurred by each of the Book Running Lead Manager Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory 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 Book Running Lead Manager Indemnified Persons is a party, in each case as such expenses are incurred or paid, 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 Share Escrow 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, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law.

The Share Escrow Agent shall not in any case whatsoever use the amounts held in Escrow Demat Account to satisfy this indemnity, in any manner whatsoever.

This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement. Further, this Letter of Indemnity shall survive the expiry/ termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Share Escrow Agreement and shall be in addition to any other rights that any Book Running Lead Manager Indemnified Person may have at common law, equity and/or otherwise.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the Book Running Lead Managers. The Share Escrow Agent shall inform each of the Book Running Lead Managers of any amendment to the Share Escrow Agreement and provide the Book Running Lead Managers a copy of such amendment. The Share Escrow Agent shall inform the BRLMs of any termination / amendment to the Share Escrow Agreement and provide the BRLMs with a copy of such termination / amendment.

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. Further, the Company and the Selling Shareholders entering into the Share Escrow Agreement is sufficient consideration for issuing this Letter of Indemnity in favour of the Book Running Lead Managers.

The Share Escrow Agent hereby agrees that failure of any Book Running Lead Manager Indemnified Person 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 Book Running Lead Manager Indemnified Person of any of its rights established herein.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the draft red herring prospectus dated April 28, 2025 filed with the regulatory authorities in connection with the Offer and the red herring prospectus and the prospectus to be filed by the Company with the regulatory authorities in connection with the Offer. The Share Escrow Agent acknowledges and agrees that the obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this letter *mutatis mutandis* and all terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever applicable. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. The Share Escrow Agent agrees that all the terms, conditions and obligations of the Share Escrow Agent under the Share Escrow Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail. A copy of this Share Escrow Agreement is also provided to the Book Running Lead Managers for their knowledge and records.

This Letter of Indemnity 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 Agreement. 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 Letter of Indemnity. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronically or in PDF format or that of the execution of this Letter of Indemnity.

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 or anything done or omitted to be done pursuant to this Letter of Indemnity, the parties to such dispute shall attempt, in the first instance, to resolve such dispute through amicable discussions among such disputing parties (the “**Disputing Parties**”). All proceedings in any such arbitration shall be conducted at the Mumbai Centre for International Arbitration under the Arbitration and Conciliation Act, 1996, as amended (the “**Arbitration Act**”), and the arbitration rules of the MCIA in force at the time such dispute arises (“**MCIA Arbitration Rules**”) or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai, India. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 (fifteen) days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The Disputing Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. The arbitration shall be conducted under and in accordance with the arbitration rules of the Mumbai Centre for International Arbitration Rules.

Notwithstanding anything contained in the Share Escrow Agreement and in accordance with paragraph 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI Master Circular**”), the Book Running Lead Managers and the Share Escrow Agent have elected to follow the dispute resolution mechanism mentioned above.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI Master Circular, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Letter of Indemnity.

Subject to the foregoing provisions, the courts in Mumbai, India, shall have sole and exclusive jurisdiction in all matters arising out of the arbitration proceedings mentioned herein above, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

All notices, requests, demands and communications issued under this Letter of Indemnity or the Share Escrow Agreement shall be in writing and (a) delivered personally, or (b) sent by registered mail or prepaid postage, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Share Escrow Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; and if sent by registered mail, be deemed given when received. Further, any notice sent to any party shall also be marked to all the remaining parties, as applicable.

If to the Book Running Lead Managers:

SBI Capital Markets Limited

1501, 15th Floor, A & B Wing
Parinee Crescenzo Building,
G Block, Bandra Kurla Complex,
Bandra (East), Mumbai 400 051
Maharashtra, India
Email: Ratnadeep.acharyya@sbicaps.com
Contact person: Ratnadeep Acharyy

BNP Paribas

BNP Paribas House,
1-North Avenue, Maker Maxity,
Bandra-Kurla Complex Bandra (E)
Mumbai –400 051 Maharashtra, India
Email: sameer.lotankar@asia.bnpparibas.com
Contact person: Sameer Lotankar

HSBC Securities & Capital Markets (India) Private Limited

52/60, Mahatma Gandhi Road, Fort
Mumbai 400 001
Maharashtra, India
Email: chlicipo@hsbc.co.in
Contact person: Harsh Thakkar / Harshit Tayal

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India
Email: Chl.ipo@jmfl.com
Attention: Gitesh Vargantwar

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi,
Mumbai- 400 025, Maharashtra, India
Email: subrat.panda@motilaloswal.com
Contact person: Subrat Panda

If to the Share Escrow Agent:

KFin Technologies Limited

Selenium Tower B, Plot No. 31 & 32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad 500 032, Telangana, India

Tel: +91-40-67162222

Email: canara.ipo@kfintech.com

Attention: M. Murali Krishna

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **KFin Technologies Limited**




Authorized Signatory

Name: M.Murali Krishna

Designation: Sr,Vice President

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **SBI Capital Markets Limited**

Authorized Signatory

Name: Aditya Deshpande

Designation: Assistant Vice President

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **BNP Paribas**



Authorized Signatory

Name: Sameer Lotankar

Designation: Director, Advisory & Capital Markets



Authorized Signatory

Name: Naveen Akkara

Designation: Director, Advisory & Capital Markets

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **HSBC Securities & Capital Markets (India) Private Limited**



Authorized Signatory

Name: Ranvir Davda

Designation: MD & Co-Head, Investment Banking, India

Name: Rishi Tiwari

Designation: Director

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **JM Financial Limited**

The image shows a handwritten signature in blue ink that reads "Gitesh Vargantwar". To the right of the signature is a circular blue ink stamp. The stamp contains the text "JM Financial Limited" around the top inner edge and "Mumbai" in the center. There is a small star symbol at the bottom of the stamp.

Authorized Signatory

Name: Gitesh Vargantwar

Designation: Director

This signature page forms an integral part of the Letter of Indemnity executed by KFin Technologies Limited in favor of SBI Capital Markets Limited, BNP Paribas, HSBC Securities & Capital Markets (India) Private Limited, JM Financial Limited and Motilal Oswal Investment Advisors Limited.

For and on behalf of **Motilal Oswal Investment Advisors Limited**

A handwritten signature in blue ink, appearing to read 'Subodh Mallya', is written over a circular blue stamp. The stamp contains the text 'Investment Advisors' at the top, 'Mumbai' in the center, and 'Motilal Oswal' at the bottom with a small star symbol.

Authorized Signatory

Name: Subodh Mallya

Designation: Executive Director