



CHALLAN
MTR Form Number-6



GRN	MH004080116202526P	BARCODE			Date	20/06/2025-15:08:21		Form ID	
Department Inspector General Of Registration					Payer Details				
Non-Judicial Stamps					TAX ID / TAN (If Any)				
Type of Payment Purchase of Franking Code SoS Mumbai only					PAN No.(If Applicable)		AAICC6748A		
Office Name AOB_SBR AND ADM OFF MUMBAI SUBURBAN					Full Name		Chemkart India Limited		
Location MUMBAI									
Year 2025-2026 One Time					Flat/Block No.		403 404, 4th Floor, KL Accolade, 6th Golibar Rd,		
Account Head Details				Amount In Rs.	Premises/Building				
0030045501 Amount of Tax				600.00	Road/Street		TPS III, Santacruz East		
					Area/Locality		Mumbai		
					Town/City/District				
					PIN		4 0 0 0 5 5		
					Remarks (If Any)				
					Share Escrow Agreement				
Total				600.00	Amount In	Six Hundred Rupees Only			
					Words				
Payment Details SBIEPAY PAYMENT GATEWAY					FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN	Ref. No.	10000502025062004844		0008125311845
Cheque/DD No.					Bank Date	RBI Date	20/06/2025-15:08:51		Not Verified with RBI
Name of Bank					Bank-Branch		SBIEPAY PAYMENT GATEWAY		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		

Department ID :

Mobile No. : 9987786727

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



[Handwritten signature]

[Handwritten signature]



SELLING SHAREHOLDER'S ESCROW AGREEMENT

This **SELLING SHAREHOLDER'S** Escrow Agreement (hereinafter referred to as the "**Agreement**") on this June 20, 2025 entered into by and among:

CHEMKART INDIA LIMITED, a Company incorporated under the Companies Act, 2013 and having its Registered Office at Office No. 403/404, 4th Floor, K.L. Accolade, 6th Road, TPS III, Santacruz (East), Mumbai - 400055, Maharashtra, India, (Hereinafter referred to as "**the Company**" or "**the Offeror**" or "**Chemkart**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Mr. Ankit Shailesh Mehta, s/o Shailesh Vinodrai Mehta, an Indian Inhabitant, residing at A/1001 Nandadevi CHS, CTS No. 106, Prabhat Colony, Road No.8, Near Bhoomi Tower, Santacruz East, Mumbai Suburban Maharashtra - 400 055, India and **Ms. Parul Shailesh Mehta**, w/o Shailesh Vinodrai Mehta an Indian Inhabitant, residing at A/1001 Nandadevi CHS, CTS No. 106, Prabhat Colony, Road No.8, Near Bhoomi Tower, Santacruz East, Mumbai Suburban Maharashtra - 400 055, India (Hereinafter referred to as "**the Selling Shareholders**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

AND





BIGSHARE SERVICES PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (the "**Companies Act**") bearing Corporate Identification Number (CIN) U99999MH1994PTC076534 and having its registered office at Office No.S6-2, 6th Floor, Pinnacle Business Park, Next to Ahura Centre, Mahakali Caves Road, Andheri (East), Mumbai - 400 093, Maharashtra, India (Hereinafter referred to as "**the Registrar**" or "**RTA**" and **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 **THIRD PART**;

In this Agreement:

- (i) Second Party is hereinafter referred to as the "**Selling Shareholders**";
- (ii) The Company, the Selling Shareholders, and the Escrow Agent / RTA are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) The Company and the Selling Shareholders propose to offer up to 32,29,200 equity shares having face value of Rs. 10/- each (the "**Equity Shares**") in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Offer Price ('Offer Price') of Rs. [●] per share aggregating to Rs. [●] Lakhs ("**Offer**" or "**Public Offer**").
- (B) The Offer comprises of a Net Offer to Public of up to 30,63,000 Equity Shares of face value of Rs.10/- each ("**the Net Offer**") and a reservation of up to 1,66,200 Equity Shares for subscription by the designated Market Maker ("**the Market Maker Reservation Portion**").
- (C) Equity Shares for subscription by the designated Market Maker ("**the Market Maker Reservation Portion**"). The net Offer to public shall comprise of Offer to Qualified Institutional Buyers, Non-Institutional Applicants and Individual Investor Applicants.

For Chemkart India Limited <i>(Formerly known as Chemkart India Private Limited)</i>  Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited  Authorized Signatory
--	--	--	--

- (D) The Offer of up to 32,29,200 shares comprise of Offer for Sale of up to 6,29,200 shares by the Selling Shareholder and a Fresh Offer of up to 26,00,000 equity shares.
- (E) The Offer of Equity shares shall be conducted through Book Built Process, pursuant to which the Shares are to be offered at the Offer Price of Rs. [●] per share.
- (F) The Selling Shareholders has given their consent dated January 16, 2025 to offer his/her shares or part thereof as Offer for Sale shares to be sold to the public. The Selling Shareholders will sign the Red Herring Prospectus, the Prospectus, this Agreement, the Memorandum of Understanding, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Offering and to do all acts, deeds or things as may be required.
- (G) The Company has obtained approval for the Offer pursuant to the Board resolution dated January 13, 2025. The Company passed a special resolution under section 28 and 62(1)(c) at the EGM held on January 16, 2025 which collectively authorised the Company's Directors, or any other authorised representatives, for the purpose of the Offer, to issue and sign the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus, this Agreement, the Offer Agreement, any amendments or supplements thereto, and any and all other writings as may be legally and customarily required in pursuance of the Issuing and to do all acts, deeds or things as may be required.
- (H) In relation to the Offer the Company has approached Smart Horizon Capital Advisors Private Limited ("**BRLM**" or "**Book Running Lead Manager**") to manage the Offer. The BRLM has accepted the engagement in terms of the engagement letter. Further, the Company, the Selling Shareholders and the BRLM have entered into an Offer Agreement dated December 26, 2024 ("**Offer Agreement**").
- (I) The Company has filed the Draft Red Herring Prospectus dated March 21, 2025 (the "**DRHP**" or the "**Draft Red Herring Prospectus**") with the SME Platform of Bombay Stock Exchange Limited i.e., BSE SME subject to its observations being incorporated or reflected in the Red Herring Prospectus (defined below). The Company is in the process of filing the Red Herring Prospectus, incorporating the comments and observations of BSE with the Registrar of Companies, at Mumbai ("**RoC**").
- (J) The company and the Selling Shareholders have further agreed to authorize the Registrar to act as escrow agent and shall place the Offered Shares into an Escrow Demat Account (as defined hereinafter) opened by the Escrow Agent with the Depository Participant (as defined hereinafter) before opening of the Offer.
- (K) The Parties have agreed to perform the respective actions required to be performed by them to operate the Escrow Demat Account and transfer the Offered Shares pursuant to the Offer to the Allottees (as defined hereinafter) in the manner stated in the Offer Documents (as defined hereinafter), subject to the conditions of this Agreement.

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

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

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

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)  Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited  Authorized Signatory
---	---	--	--

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

"**Allotment**" shall mean the Offer and allotment of Equity Shares pursuant to the Offer.

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

"**Applicant**" shall mean any prospective purchaser who has made an Application in accordance with the Draft Red Herring Prospectus, Red Herring Prospectus and/or the Prospectus.

"**Application**" shall mean an indication to make an Offer during the Application Period by a prospective investor to subscribe to the Offer Shares at the Offer Price, including all revisions and modifications thereto.

"**BRLM**" shall have the meaning given to such term in the preamble to this Agreement and "**BRLM**" shall mean the lead managers to the Offer, **Smart Horizon Capital Advisors Private Limited**.

"**BSE**" shall mean Bombay Stock Exchange Limited, a recognised stock exchange having nationwide terminal;

"**BSE SME**" shall mean SME platform of Bombay Stock Exchange Limited i.e. BSE SME.

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

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

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

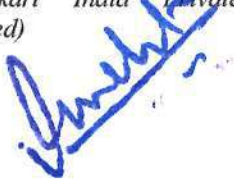





"**Controlling Person(s)**" with respect to a specified person, shall mean any other person who Controls such specified person.

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

"**Draft Red Herring Prospectus**" shall mean the Draft Red Herring Prospectus of the Company filed with BSE in accordance with Section 26 and 28 of the Companies Act for getting approval;

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

"**Fresh Offer**" shall mean issue of up to 26,00,000 equity shares having face value of Rs. 10/- each (the "**Equity Shares**") in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Offer Price ("**Offer Price**") of Rs. [●] per share inclusive of Rs. [●] Lakhs towards premium aggregating to Rs. [●] lakhs.

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> 	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> 	<p>Bigshare Services Private Limited</p>   <p>Authorized Signatory</p>
---	--	---	---

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

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

"Individual Investor" shall mean the investors whose minimum application size shall be two lots per application, such that the minimum application size shall be above ₹ 2 lakhs. (including HUFs applying through their Karta) and Eligible NRIs.

"Listing Date" shall mean the date with effect from which the shares offered through this Offer being made by **Chemkart India Limited** are permitted for trading by SME Platform of Bombay Stock Exchange Limited i.e., BSE SME.

"Market Maker" shall mean **Alacrity Securities Limited**.

"Market Maker Reservation Portion" shall mean the reserved portion for the Designated Market Maker of up to 1,66,200 equity shares of Rs. 10/- at aggregating to Rs. [●] lakhs.

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

"Net Offer" shall mean the Offer of equity shares, shares to be Offered in this Offer comprise a net Offer to the public of up to 30,63,000 equity shares of Rs. 10/- each at Rs. [●] /- each aggregating Rs. [●] lakhs.

"Non-institutional Applicants" shall mean all Applicants that are not QIBs or Retail Applicants and who have applied for Equity Shares for an amount more than Rs.200,000;

"Offer Agreement" shall mean the memorandum of understanding dated December 26, 2024 entered between the Company, the Selling Shareholders and Book Running Lead Manager.

"Offer" shall mean Offer of up to 32,29,200 equity shares having face value of Rs. 10/- each (the **"Equity Shares"**) in accordance with the Chapter IX SEBI (ICDR) Regulations 2018, (as defined herein) and applicable Indian securities laws at an Offer Price ('Offer Price') of Rs. [●] per share to Rs. [●] lakhs.







"Offer for Sale" shall mean sale of up to 6,29,200 equity shares of Rs. 10/- each for Rs. [●] each aggregating to Rs. [●] lakhs by the Selling Shareholders.

"Offer Price" means Rs. [●] per share of face value Rs. 10/- each.

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

"Prospectus" shall mean the Prospectus of the Company which will be filed with BSE/ SEBI/ ROC and others in accordance with Section 26 and 28 of the Companies Act after getting approval letter but before opening the Offer.

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

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ankit Shailish Mehta (Selling Shareholder)</p> 	<p>Ms. Parul Shailish Mehta (Selling Shareholder)</p> 	<p>Bigshare Services Private Limited</p>   <p>Authorized Signatory</p>
--	--	--	--

million;

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

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

“Selling Shareholders” shall mean persons / entities offering his shares in this Public Offer namely, Mr. Ankit Shailesh Mehta and Ms. Parul Shailesh Mehta.

“Selling Shareholders Demat Accounts” shall mean the demat accounts of each selling Shareholder as set out in Annexure I;

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

“Stock Exchange” shall mean BSE;

“Underwriter” shall mean BRLM individually, jointly and severally.

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

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

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

“UPI PIN” Password to authenticate UPI transaction;

1.2 Interpretation

In this Agreement:

- 1.2.1 the descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of this Agreement;
- 1.2.2 unless the context otherwise requires, (i) the use of the singular shall include the plural and vice-versa; and (ii) the use of the masculine shall include the feminine and vice versa;
- 1.2.3 unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Working Day if the last day of such period is not a Working Day;

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> 	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> 	<p>Bigshare Services Private Limited</p>   <p>Authorized Signatory</p>
--	--	--	--

- 1.2.4 unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a Working Day such payment shall be made or action taken on the next Working Day;
- 1.2.5 unless otherwise specified, all references to sections, paragraphs, clauses and Annexures in this Agreement are to sections, paragraphs and clauses in, and Annexures to, this Agreement;
- 1.2.6 reference to any Law includes a reference to such Law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder;
- 1.2.7 the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole; and
- 1.2.8 references to the word "include" or "including" shall be construed without limitation;
- 1.2.9 references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed or other instrument as the same may from time to time be amended, varied, novated or supplemented;
- 1.2.10 reference to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
- 1.2.11 unless otherwise defined the reference to "days" shall be construed as references to calendar days in the Gregorian calendar;
- 1.2.12 any capitalized term not defined in this Agreement shall have the same meaning as that set forth in the Draft Red Herring Prospectus/ Red Herring Prospectus and the Prospectus.

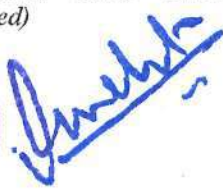





2. APPOINTMENT OF ESCROW AGENT AND ESTABLISHMENT OF ESCROW ACCOUNT

- 2.1 The Company and the Selling Shareholders hereby appoint the Registrar to act as the Escrow Agent under this Agreement, and the Registrar hereby agrees to act as the Escrow Agent under this Agreement and open and operate the Escrow Demat Account. The Escrow Demat Account shall be operated strictly in the manner set out in this Agreement.
- 2.2 The Escrow Agent undertakes that it shall open the Escrow Demat Account after the execution of this Agreement with one Working Day of the date of execution of this Agreement and immediately confirm the details of the Escrow Demat Account to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure A** to this Agreement.
- 2.3 All expenses with respect to the opening, maintaining and operating the Escrow Demat Account in accordance with the terms of this Agreement will be borne by the Selling Shareholders.

3. ESCROW OF OFFER FOR SALE

3.1 Deposit of the Offered Shares





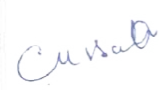

The Selling Shareholder shall, on or before the Deposit Date, deposit their respective Offered Shares in the Escrow Demat Account. This shall be an irrevocable instruction from the Selling Shareholders to their respective

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	---	--	---

Depository Participants to transfer the relevant Offered Shares to the Escrow Demat Account.

3.2 Opening and Operation of the Escrow Demat Account







- (i) The Selling Shareholders hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Escrow Agent to open and operate the Escrow Demat Account.
- (ii) On the Allotment Date, on receipt of (a) confirmation from the Banker(s) to the Offer, as per the provisions of the Escrow Agreement, of transfer of monies from the SCSBs to the Public Offer Account and (b) resolution of board of directors of the Company, or a committee thereof, approving the Allotment, the Escrow Agent shall instruct the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure B** to this Agreement, to debit the Escrow Demat Account and transfer, pursuant to instruction to the Depository Participant and the Depository, the relevant Offered Shares to the Allottees, within the time period as specified in the Red Herring Prospectus and Prospectus and as prescribed under applicable laws. This provision is an irrevocable instruction from the Selling Shareholders to the Escrow Agent to instruct the Depository Participant to debit the Escrow Demat Account and transfer the relevant Offered Shares to the Allottees upon completion of the events contemplated in this Clause 3.2 (ii).
- (iii) In the event of under-subscription in the Offer, whereby not all the Offered Shares are allocated and/or Allotted after the allocation and Allotment as per the Red Herring Prospectus and Prospectus, the Offered Shares which remain unallocated in the Escrow Demat Account shall be returned by the Escrow Agent to the Selling Shareholders. For this, the Company shall inform the Escrow Agent with a copy to the Selling Shareholders, in the prescribed form specified in **Annexure C** to this Agreement, of the details of the relevant Offered Shares to be transferred within one (1) Working Day from the date of receipt of letter from the Company, and the Escrow Agent shall, within one (1) Working Day of the receipt of such instruction, Offer written instructions to the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure D** to this Agreement, for return of the relevant Offered Shares to respective demat account of the Selling Shareholders.
- (iv) In the event of failure of the Offer for one or more of the following reasons-
 - a) the Red Herring Prospectus and Prospectus shall not have been filed with the Registrar of Companies prior to the Drop-Dead Date for any reason;
 - b) the application process not commencing by the Offer Opening Date, for any reason;
 - c) the Offer shall have become illegal or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
 - d) the declaration of the intention of the Company and/or the Selling Shareholders to withdraw and/or cancel the Offer at any time, including after the Offer Opening Date, and prior to the meeting of the Board of Directors for approval of Allotment;
 - e) the failure to enter into the Underwriting Agreement or Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	---	--	---

Depository Participants to transfer the relevant Offered Shares to the Escrow Demat Account.

3.2 Opening and Operation of the Escrow Demat Account





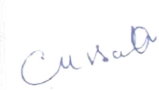

- (i) The Selling Shareholders hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Escrow Agent to open and operate the Escrow Demat Account.
- (ii) On the Allotment Date, on receipt of (a) confirmation from the Banker(s) to the Offer, as per the provisions of the Escrow Agreement, of transfer of monies from the SCSBs to the Public Offer Account and (b) resolution of board of directors of the Company, or a committee thereof, approving the Allotment, the Escrow Agent shall instruct the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure B** to this Agreement, to debit the Escrow Demat Account and transfer, pursuant to instruction to the Depository Participant and the Depository, the relevant Offered Shares to the Allottees, within the time period as specified in the Red Herring Prospectus and Prospectus and as prescribed under applicable laws. This provision is an irrevocable instruction from the Selling Shareholders to the Escrow Agent to instruct the Depository Participant to debit the Escrow Demat Account and transfer the relevant Offered Shares to the Allottees upon completion of the events contemplated in this Clause 3.2 (ii).
- (iii) In the event of under-subscription in the Offer, whereby not all the Offered Shares are allocated and/or Allotted after the allocation and Allotment as per the Red Herring Prospectus and Prospectus, the Offered Shares which remain unallocated in the Escrow Demat Account shall be returned by the Escrow Agent to the Selling Shareholders. For this, the Company shall inform the Escrow Agent with a copy to the Selling Shareholders, in the prescribed form specified in **Annexure C** to this Agreement, of the details of the relevant Offered Shares to be transferred within one (1) Working Day from the date of receipt of letter from the Company, and the Escrow Agent shall, within one (1) Working Day of the receipt of such instruction, Offer written instructions to the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure D** to this Agreement, for return of the relevant Offered Shares to respective demat account of the Selling Shareholders.
- (iv) In the event of failure of the Offer for one or more of the following reasons-
 - a) the Red Herring Prospectus and Prospectus shall not have been filed with the Registrar of Companies prior to the Drop-Dead Date for any reason;
 - b) the application process not commencing by the Offer Opening Date, for any reason;
 - c) the Offer shall have become illegal or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
 - d) the declaration of the intention of the Company and/or the Selling Shareholders to withdraw and/or cancel the Offer at any time, including after the Offer Opening Date, and prior to the meeting of the Board of Directors for approval of Allotment;
 - e) the failure to enter into the Underwriting Agreement or Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	---	--	---

Depository Participants to transfer the relevant Offered Shares to the Escrow Demat Account.

3.2 Opening and Operation of the Escrow Demat Account

- (i) The Selling Shareholders hereby confirms and agrees to do all acts and deeds as may be necessary to empower the Escrow Agent to open and operate the Escrow Demat Account.
- (ii) On the Allotment Date, on receipt of (a) confirmation from the Banker(s) to the Offer, as per the provisions of the Escrow Agreement, of transfer of monies from the SCSBs to the Public Offer Account and (b) resolution of board of directors of the Company, or a committee thereof, approving the Allotment, the Escrow Agent shall instruct the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure B** to this Agreement, to debit the Escrow Demat Account and transfer, pursuant to instruction to the Depository Participant and the Depository, the relevant Offered Shares to the Allottees, within the time period as specified in the Red Herring Prospectus and Prospectus and as prescribed under applicable laws. This provision is an irrevocable instruction from the Selling Shareholders to the Escrow Agent to instruct the Depository Participant to debit the Escrow Demat Account and transfer the relevant Offered Shares to the Allottees upon completion of the events contemplated in this Clause 3.2 (ii).
- (iii) In the event of under-subscription in the Offer, whereby not all the Offered Shares are allocated and/or Allotted after the allocation and Allotment as per the Red Herring Prospectus and Prospectus, the Offered Shares which remain unallocated in the Escrow Demat Account shall be returned by the Escrow Agent to the Selling Shareholders. For this, the Company shall inform the Escrow Agent with a copy to the Selling Shareholders, in the prescribed form specified in **Annexure C** to this Agreement, of the details of the relevant Offered Shares to be transferred within one (1) Working Day from the date of receipt of letter from the Company, and the Escrow Agent shall, within one (1) Working Day of the receipt of such instruction, Offer written instructions to the Depository Participant with a copy to the Company and the Selling Shareholders, in the prescribed form specified in **Annexure D** to this Agreement, for return of the relevant Offered Shares to respective demat account of the Selling Shareholders.
- (iv) In the event of failure of the Offer for one or more of the following reasons-
 - a) the Red Herring Prospectus and Prospectus shall not have been filed with the Registrar of Companies prior to the Drop-Dead Date for any reason;
 - b) the application process not commencing by the Offer Opening Date, for any reason;
 - c) the Offer shall have become illegal or shall have been enjoined or prevented from completion, or otherwise rendered infructuous or unenforceable, including pursuant to any order or direction passed by any judicial, statutory or regulatory authority having requisite authority and jurisdiction over the Offer;
 - d) the declaration of the intention of the Company and/or the Selling Shareholders to withdraw and/or cancel the Offer at any time, including after the Offer Opening Date, and prior to the meeting of the Board of Directors for approval of Allotment;
 - e) the failure to enter into the Underwriting Agreement or Underwriting Agreement being terminated in accordance with its terms or having become illegal or unenforceable for any reason or, in the event that its performance has been prevented by any judicial, statutory or

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailish Mehta (Selling Shareholder) 	Ms. Parul Shailish Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
---	---	--	---

regulatory authority having requisite authority and jurisdiction in this behalf;



- f) a refusal by a stock exchange to grant the listing and trading approval or non-disposition of an application for a listing and trading approval by a stock exchange within the period specified under applicable laws;
- g) insufficient subscription in the Offer for complying with the applicable requirements relating to minimum public float, under Rule 19(2)(b)(ii) of the SCRR; or

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

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

3.3 Ownership of the Offered Shares

- (i) The Selling Shareholders shall, until the Allotment Date, continue to be the beneficial owner of the respective Offered Shares, and the Selling Shareholders confirm severally and not jointly, that their respective Offered Shares are and shall, until the Allotment Date, continue to be free and clear of any liens or encumbrances.
- (ii) The Parties agree that during the period that the Offered Shares are held in the Escrow Demat Account, any dividend declared or paid on the Offered Shares shall be to the credit of the Selling Shareholders and, if paid, shall be released into a bank account notified in writing by the Selling Shareholders.
- (iii) Notwithstanding anything stated herein, till such time as the Escrow Demat Account has any Offered Shares, the beneficial interest in such Offered Shares shall be of the Selling Shareholders. The Selling Shareholders shall continue to exercise all rights in relation to their respective Offered Shares, including voting rights attached to such Offered Shares, at all times until such time the relevant Offered Shares are transferred to the demat accounts of the Allottees in accordance with this Agreement. However, if the Offered Shares, or any part thereof, are transferred back to any Selling Shareholders pursuant to this Agreement, the Selling Shareholders shall be deemed to have acquired ownership of such Offered Shares and shall enjoy the rights attached to such Offered Shares, as if no transfer had occurred.
- (iv) The Escrow Agent hereby agrees and undertakes to hold in escrow such Offered Shares credited to the Escrow Demat Account for and on behalf and in trust for the Selling Shareholders in accordance with the terms of this Agreement.
- (v) The Escrow Agent hereby agrees and confirms that it shall have no rights in respect of the Offered Shares other than as provided for in this Agreement. The Escrow Agent hereby agrees and undertakes that it shall not at any time, claim, have, be entitled to or exercise any voting rights or control over the Offered Shares. The Parties agree that during the period of the Offered Shares being held in the Escrow

For Chemkart India Limited <i>(Formerly known as Chemkart India Private Limited)</i>   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	--	---	---

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

3.4 Benefits in relation to the Offered Shares

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

3.5 Representations and Obligations of the Escrow Agent

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

3.5.2 The Escrow Agent hereby agrees and undertakes to implement all written instructions provided to it in accordance with the terms of this Agreement.







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

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

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

- (i) it has the necessary authority, competence, facilities and infrastructure to act as an escrow agent and to discharge its duties and obligations under this Agreement;
- (ii) this Agreement constitutes a valid, legal and binding obligation on its part, enforceable against it in accordance with the terms hereof;
- (iii) the execution, delivery and performance of this Agreement and any other document related thereto has been duly authorized and does not and will not contravene (i) any Applicable Law, regulation, judgment, decree or order of any Governmental Authority, (ii) its organizational documents, or (iii) any provisions of, or constitute a default under, any other agreement or instrument or undertaking to which it is a party or which is binding on any of its assets; and
- (iv) no lien or other encumbrance shall be created by it over the Escrow Demat Account or the Equity Shares deposited therein.

3.6 Obligations of the Selling Shareholders

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> 	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> 	<p>Bigshare Services Private Limited</p>   <p>Authorized Signatory</p>
---	--	---	--

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

4. TERMINATION

4.1 Termination

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

4.2 Consequences of Termination

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

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

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







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

4.3 Closure of the Escrow Demat Account

4.3.1 The Escrow Agent shall endeavor to close the Escrow Demat Account within a period of two (2) Working Days from completion of the events outlined in Clause [4.2.1].

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

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

For Chemkart India Limited <i>(Formerly known as Chemkart India Private Limited)</i>   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	--	---	---

further obligations arising in connection with this Agreement.

4.4 Survival

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

5. INDEMNITY

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

6. GENERAL

6.1 Notices

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

In case of notice to the Company:

Chemkart India Limited

Office No. 403/404, 4th Floor, K.L. Accolade, 6th Road, TPS III, Santacruz (East), Mumbai - 400055, Maharashtra, India.

Tel No.: +91 9136383828

Email: investors@chemkart.com

Website: <https://chemkart.com/>







Contact Person: Ms. Ankit Shailesh Mehta

In case of notice to the Selling Shareholders:

Name : Mr. Ankit Shailesh Mehta

Address: A/1001 Nandadevi CHS, CTS No 106,

Name: Ms. Parul Shailesh Mehta

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
 			 
Authorized Signatory			Authorized Signatory

Prabhat Colony, Road No 8, Near Bhoomi Tower,
Santacruz East, Mumbai Suburban Maharashtra – 400
055, India.

Address: A/1001 Nandadevi CHS, CTS No. 106,
Prabhat Colony, Road No.8, Near Bhoomi Tower,
Santacruz East, Mumbai Suburban Maharashtra –
400 055, India

If to the Registrar to the Offer/Escrow Agent

BIGSHARE SERVICES PRIVATE LIMITED

Name: Mr. Babu Rapheal C
Office No. S6-2, 6th Floor, Pinnacle Business Park
Next to Ahura Centre, Mahakali Caves Road
Andheri (East), Mumbai – 400 093
Tel. No. : +91 22- 62638200
Email: ipo@bigshareonline.com.

6.2 Assignment

The rights and obligations under this Agreement shall not be assigned by any Party to any Person. Any attempted assignment in contravention of this provision shall be void.

6.3 Further Assurances

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

6.4 Dispute Resolution, Governing Law and Jurisdiction

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

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

6.5 Supersession







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

6.6 Amendments

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

6.7 Successors

The provisions of this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors (including, without limitation, any successor by reason of amalgamation, scheme of arrangement,

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
 			 
Authorized Signatory			Authorized Signatory

merger, de-merger or acquisition of any Party) and legal representatives.

6.8 Severability

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

6.9 Confidentiality

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

- (i) its select employees, agents or advisors that it reasonably determines need to receive the Confidential Information in connection with the provisions and performance of this Agreement.
- (ii) any person to whom it is required by law or any applicable regulation to disclose such information or at the request of any regulatory or supervisory authority with whom it customarily complies.

6.9.2 In relation to Clause 6.9.1, each Party shall procure/ensure that its employees and other persons to whom the information is provided comply with the terms of this Agreement. In case any Party is required to disclose the Confidential Information, then that Party shall ensure that the other Parties are duly informed about the same.

6.9.3 Confidential Information shall be deemed to exclude any information:







- (i) which is already in the possession of the receiving Party.
- (ii) which is publicly available or otherwise in the public domain at the time of disclosure to the other Parties.
- (iii) which subsequently becomes publicly known other than through the default of the Parties hereunder.

6.10 Specific Performance




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

6.11 Specimen Signatures

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

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>   <p>Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> 	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> 	<p>Bigshare Services Private Limited</p>   <p>Authorized Signatory</p>
---	---	--	--

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

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p>  <p><i>[Signature]</i> Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> <p><i>[Signature]</i></p>	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> <p><i>PS Mehta</i></p>	<p>Bigshare Services Private Limited</p> <p><i>Cusca</i></p>  <p>Authorized Signatory</p>
<p>Witness 1:</p> <p><i>Asim</i></p> <p>Name: <i>Asim Siddeiqui</i> Place: <i>Mumbai</i></p>	<p>Witness 2:</p> <p><i>[Signature]</i></p> <p>Name: <i>Sanjay Dalawai</i> Place: <i>Mumbai</i></p>		
<p>Witness 3:</p> <p><i>Meenakshi</i></p> <p>Name: <i>Meenakshi Sawant</i> Place: <i>Mumbai</i></p>	<p>Witness 4:</p> <p><i>[Signature]</i></p>  <p>Name: JIBU JOHN Place: MUMBAI</p>		

ANNEXURE A

Date: [●]

To,
 Chemkart India Limited
 Mr. Ankit Shailesh Mehta
 Ms. Parul Shailesh Mehta
 Smart Horizon Capital Advisors Private Limited

Dear Sir,

Re: Selling Shareholder Escrow Agreement dated June 20, 2025 ("Share Escrow Agreement")



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

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

For and on Behalf of Bigshare Services Private Limited

Cusab

 Authorised Signatory

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)  <i>[Signature]</i> Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) <i>P.S. Mehta</i>	Bigshare Services Private Limited  <i>Cusab</i> Authorized Signatory
---	---	---	---

ANNEXURE B

To:

NSDL
CDSL

Copy to:

Chemkart India Limited
Mr. Ankit Shailesh Mehta
Ms. Parul Shailesh Mehta
Smart Horizon Capital Advisors Private Limited

Dear Sir,

Re: Escrow Demat Account Number [●] ("Escrow Demat Account")

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

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

For and on behalf of Bigshare Services Private Limited.




Authorised Signatory

For Chemkart India Limited <i>(Formerly known as Chemkart India Private Limited)</i>   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	--	--	---

ANNEXURE C

To:

Bigshare Services Private Limited

Copy to:

Chemkart India Limited
 Mr. Ankit Shailesh Mehta
 Ms. Parul Shailesh Mehta
 Smart Horizon Capital Advisors Private Limited

Dear Sir,

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

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

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

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

For and on behalf of Chemkart India Limited.



Authorized Signatory

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
 <p>Authorized Signatory</p>			 <p>Authorized Signatory</p>

ANNEXURE D

To:

NSDL
CDSL

Copy to:

Ms. Kajal Darade
Smart Horizon Capital Advisors Private Limited

Dear Sir,

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

We hereby instruct you to transfer the balance [●] equity shares of Chemkart India Limited, deposited in the Escrow Demat Account in the following manner:

[●] equity shares to be transferred to demat account no. [●];
[These will be the details of the selling shareholders' respective accounts.]*[These will be the details of the selling shareholders' respective accounts. In case of under subscription, where some shares are also allotted to applicants, two instructions will need to be provided by Escrow Agent to DP. One, instruction for shares allotted to successful applicants in form Annexure B, and Two, for balance shares, instruction for returning of shares to selling shareholders in form Annexure D]*

For and on behalf of Bigshare Services Private Limited.




 Authorised Signatory

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
  Authorized Signatory			  Authorized Signatory

ANNEXURE E

To,

Bigshare Services Private Limited.

Copy to:

Ms. Kajal Darade
Smart Horizon Capital Advisors Private Limited

Dear Sirs,

Sub: Share escrow failure notice pursuant to Clause 3.2(iv) of the Selling Shareholder Escrow Agreement dated June 20, 2025 (the "Agreement"),

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

We hereby instruct you to transfer the [●] equity shares of Chemkart India Limited, deposited in the Escrow Demat Account in the following manner:

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

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

Kindly acknowledge the receipt of this letter.

For and on behalf of Chemkart India Limited



[Handwritten signature]

<p>For Chemkart India Limited (Formerly known as Chemkart India Private Limited)</p> <p><i>[Handwritten signature]</i></p> <p>Authorized Signatory</p>	<p>Mr. Ankit Shailesh Mehta (Selling Shareholder)</p> <p><i>[Handwritten signature]</i></p>	<p>Ms. Parul Shailesh Mehta (Selling Shareholder)</p> <p><i>[Handwritten signature]</i></p>	<p>Bigshare Services Private Limited</p> <p><i>[Handwritten signature]</i></p> <p>Authorized Signatory</p>
---	--	--	---

ANNEXURE F

To:

CDSL

[Depository Participant]

Copy to:

Chemkart India Limited
 Mr. Ankit Shailesh Mehta
 Ms. Parul Shailesh Mehta
 Smart Horizon Capital Advisors Private Limited

Dear Sir,

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

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







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

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

For and on behalf of Bigshare Services Private Limited

Cusaba


Authorised Signatory

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
  Authorized Signatory			  Authorized Signatory

ANNEXURE G

To

Mr. Ankit Shailesh Mehta
Ms. Parul Shailesh Mehta

Copy to:
Chemkart India Limited
Smart Horizon Capital Advisors Private Limited

Dear Sir,

Re: Clause 3.1 of the Selling Shareholders' Escrow Agreement

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

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

[details of the Escrow Demat Account]

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

For and on behalf of Bigshare Services Private Limited


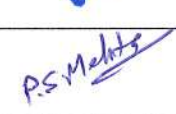
Cusaba

Authorised Signatory

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)	Mr. Ankit Shailesh Mehta (Selling Shareholder)	Ms. Parul Shailesh Mehta (Selling Shareholder)	Bigshare Services Private Limited
  Authorized Signatory			 <i>Cusaba</i> Authorized Signatory

ANNEXURE H

LIST OF AUTHORIZED SIGNATORIES

For the Company	Specimen Signature
Chemkart India Limited Mr. Ankit Shailesh Mehta	 
For the Selling Shareholder	
Mr. Ankit Shailesh Mehta	
For the Selling Shareholder	
Ms. Parul Shailesh Mehta	
For the Escrow Agent	
Bigshare Services Private Limited Mr. Babu Rapheal C	 

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
---	---	---	---

ANNEXURE I

Details of Demat Accounts of the Selling Shareholders

Mr. Ankit Shailesh Mehta
 National Securities Depository Limited.
Client ID: 53055015
Depository Participant: ICICI Bank Limited
DP ID: IN303028
Account Name: Mr. Ankit Shailesh Mehta

Ms. Parul Shailesh Mehta
 National Securities Depository Ltd.
Client ID: 53042493
Depository Participant: ICICI Bank Limited
DP ID: IN303028
Account Name: Ms. Parul Shailesh Mehta

For Chemkart India Limited (Formerly known as Chemkart India Private Limited)   Authorized Signatory	Mr. Ankit Shailesh Mehta (Selling Shareholder) 	Ms. Parul Shailesh Mehta (Selling Shareholder) 	Bigshare Services Private Limited   Authorized Signatory
--	---	--	--