

महाराष्ट्र MAHARASHTRA

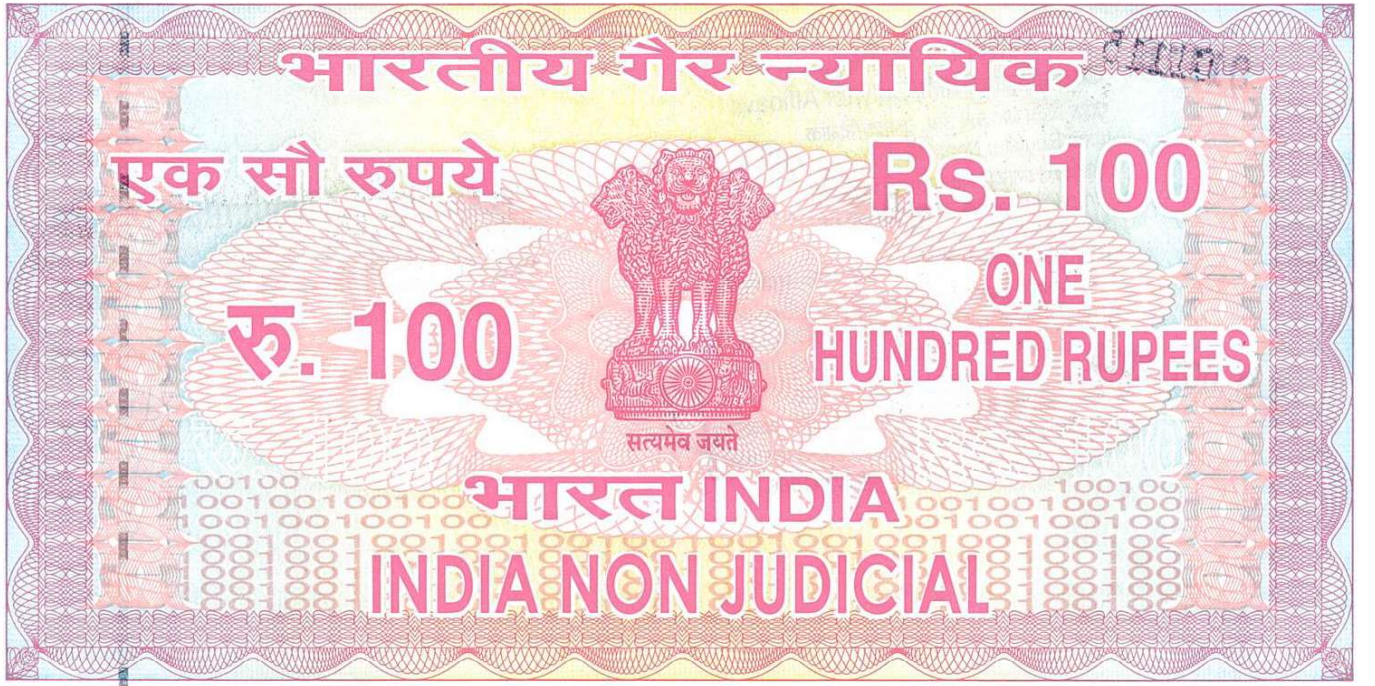
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श्रीम. एल. एस. सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY OF THE SHARE ESCROW AGREEMENT DATED NOVEMBER 15, 2023 EXECUTED BY THE LINK INTIME INDIA PRIVATE LIMITED IN FAVOUR OF NUVAMA WEALTH MANAGEMENT LIMITED (FORMERLY KNOWN AS EDELWEISS SECURITIES LIMITED) AND AXIS CAPITAL LIMITED.



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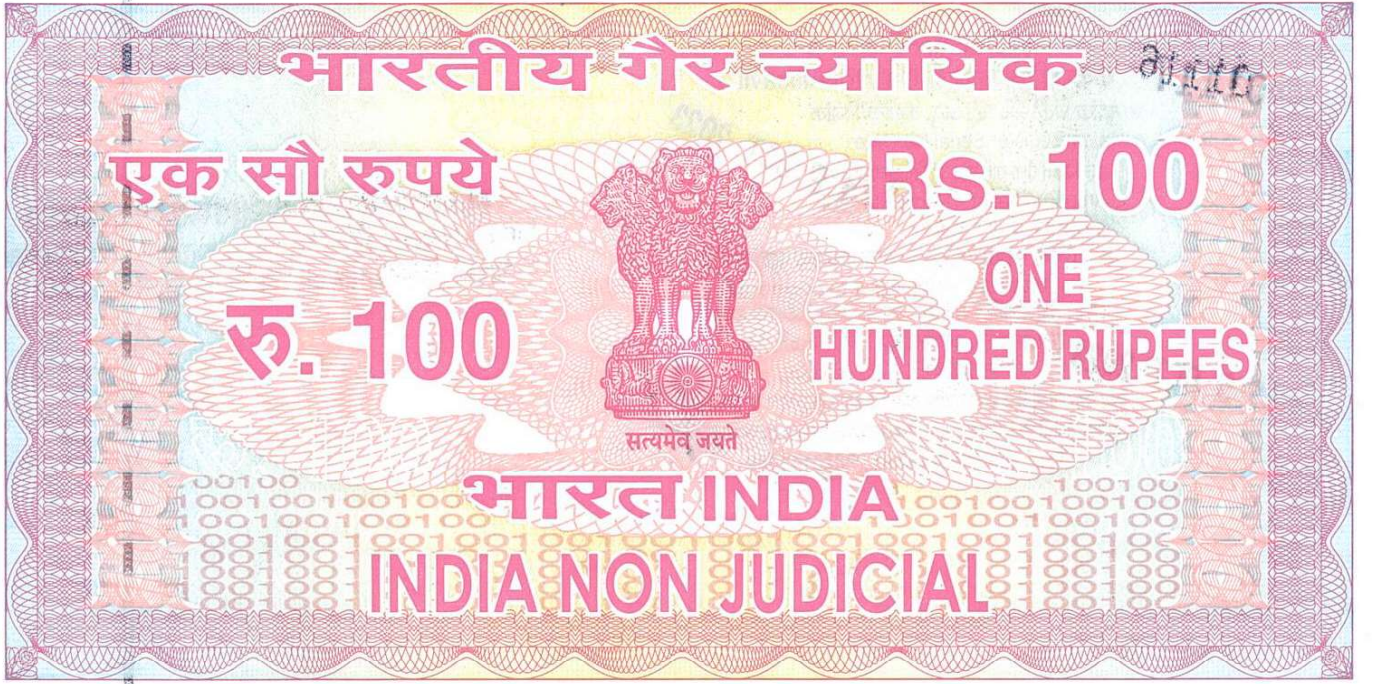
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श्रीमती लोचना सरमठकर

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८०००००७
12 OCT 2023
सक्षम अधिकारी

श्रीमती लोचना सरमळकर

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY OF THE SHARE ESCROW AGREEMENT DATED NOVEMBER 15, 2023 EXECUTED BY THE LINK INTIME INDIA PRIVATE LIMITED IN FAVOUR OF NUVAMA WEALTH MANAGEMENT LIMITED (FORMERLY KNOWN AS EDELWEISS SECURITIES LIMITED) AND AXIS CAPITAL LIMITED.

ANNEXURE I

LETTER OF INDEMNITY

Date: November 15, 2023

To:

Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited)

801 - 804, Wing A, Building No 3,
Inspire BKC, G Block
Bandra Kurla Complex, Bandra East
Mumbai, Maharashtra - 400 051

Axis Capital Limited

8th Floor, Axis House
C-2 Wadia International Center
Pandurang Budhkar Marg,
Worli, Mumbai 400 025
Maharashtra, India

(Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited and Axis Capital Limited, are collectively referred to as the "**Lead Managers**" or the "**BRLMs**")

Dear Sir,

Re: Letter of Indemnity ("**Letter of Indemnity**") pursuant to the share escrow agreement dated November 15, 2023, as amended from time to time ("**Share Escrow Agreement**") entered into connection with the initial public offering ("**Offer**") of equity shares of Flair Writing Industries Limited (the "**Company**").

The Company and the Selling Shareholders are proposing to undertake an initial public offering of equity shares of face value ₹5 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company (the "**Fresh Issue**") and an offer for sale of Equity Shares by the Selling Shareholders (the "**Offer for Sale**" and such Equity Shares, the "**Offered Shares**") (the Fresh Issue together with the Offer for Sale, the "**Offer**"), in accordance with the Companies Act, 2013, along with the rules notified thereunder ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**") and other applicable laws, at such price as may be determined through the book building process (the "**Book Building**") as prescribed in Schedule XIII of the SEBI ICDR Regulations and as agreed to by the Company and, in consultation with the book running lead managers to the Offer, namely Nuvama Wealth Management Limited (formerly known as Edelweiss Securities Limited) and Axis Capital Limited (collectively, the "**Book Running Lead Managers**" or "**BRLMs**"), in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other applicable laws. The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations, (ii) outside India, to institutional investors in "offshore transactions" as defined in and in reliance on ("**Regulation S**") under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Company has, in consultation with the BRLMs, undertaken a further issue of specified securities through a private placement for a cash consideration aggregating up to INR 730 million, prior to filing of the Red Herring Prospectus with the RoC on November 10, 2023 ("**Pre-IPO Placement**").

Link Intime India Private Limited has been appointed as the share escrow agent (the "**Share Escrow**")

Agent") in relation to the Offer, in accordance with the Share Escrow Agreement entered into by and between the Company, the Selling Shareholders and Link Intime India Private Limited. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act, 2013 and all the applicable law, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India 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 and the consequences of any default on its part. The Share Escrow Agent also acknowledges that the BRLMs may be exposed to liabilities or losses if there is an error/failure by the Share Escrow Agent in performing its duties, obligations and responsibilities under the Share Escrow Agreement and and/or if the Share Escrow Agent fails to comply with any of its obligations, duties and responsibilities under the Agreement and other legal requirements applicable to it in relation to the Offer.

The Share Escrow Agent undertakes to the BRLMs 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 the BRLMs to:(i) implement all written instructions, including electronic instructions, provided to it by the Company and/or the Selling Shareholders in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the BRLMs 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 all applicable laws; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.

Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent (as indicated hereinabove), the Share Escrow Agent has undertaken to enter into this Letter of Indemnity in favour of the BRLMs to indemnify each of the BRLMs and each of its respective Affiliates (as defined in the Share Escrow Agreement) and their directors, employees, officers, managers, representatives, agents, advisors, branches, associates, 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 (collectively, the "**BRLMs' Indemnified Parties**"), at all times, for any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest cost, penalties, attorney's fees accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority, or any of the terms and conditions set out in the Share Escrow Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent's duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity.

Accordingly, the Share Escrow Agent hereby irrevocably and unconditionally undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or violation or non-compliance of any provisions of law, regulation or order of any court, legal, governmental, regulatory, statutory, judicial, quasi-judicial and / or administrative authority or from its own breach or alleged breach, negligence, fraud, misconduct, willful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions mentioned in the Share Escrow Agreement or this Letter of Indemnity by the Share Escrow Agent and/or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf (the "**Indemnifying Party**"), and, or if any information provided by the Indemnifying Party to the BRLMs' Indemnified Parties 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, at its own cost and expense, indemnify, defend and hold each of the BRLMs' Indemnified Parties free and harmless at all times from and against any and all suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses, including without limitation, interest costs, penalties, attorney's fees accounting fees, losses arising from the

difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach or alleged breach, actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLMs' Indemnified Party is a party to, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory or administrative or governmental or judicial or quasi-judicial authority, or any of the representations and warranties, terms and conditions set out in the Share Escrow Agreement. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by each of the BRLM Indemnified Parties 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 the Share Escrow Agent's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLMs' 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 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 and/or regulatory authority or a court of law.

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

The Share Escrow Agent hereby agrees that failure of any BRLM Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Parties of any of its rights established herein.

This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses / sections set out in the Share Escrow Agreement and shall be in addition to any other rights that the BRLM Indemnified Parties may have at common law, equity or otherwise.

Further, for the sake of clarity it is mentioned herein that, the Company and the Selling Shareholders entering into this Agreement with the Share Escrow Agent is sufficient consideration for the Share Escrow Agent to indemnify the BRLMs by issuing this Letter of Indemnity in favour of the BRLMs.

The Share Escrow Agent acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of the Share Escrow Agreement and this Letter of Indemnity 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 and/or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity.

All capitalized terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Share Escrow Agreement and the Draft Red Herring Prospectus, 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*.

This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs. The Share Escrow Agent shall inform the BRLMs of any amendment to the Share Escrow

Agreement and provide the BRLMs a copy of such amendment.

This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.

In the event of any conflict or inconsistency between the terms of this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.

Notwithstanding anything contained in the Share Escrow Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of the terms of this Letter of Indemnity, then any party may refer the dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**") or any re-enactment thereof and shall be conducted in English. Each disputing Party shall appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator who shall be presiding arbitrator. The arbitration shall take place in Mumbai, India. The arbitral award shall be final, conclusive, and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. Subject to the provisions of this paragraph, the court of Mumbai shall have sole and exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned herein above. Subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act. Parties severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, and the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 they have elected to follow the dispute resolution mechanism described in the Clause 10.5. of the Share Escrow Agreement.

All notices, communication or documents to be given under this Letter of Indemnity shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by electronic mail transmission to:

If to the Share Escrow Agent:

Link Intime India Private Limited

C-101, 1st Floor,
247 Park, L.B.S. Marg
Vikhroli (West)
Mumbai 400 083, India

Tel: +91 22 4918 6000

Email: haresh.hinduja@linkintime.co.in

Attention: Haresh Hinduja, Head – Primary Market

If to the Lead Managers

Nuvama Wealth Management Limited

(Formerly known as Edelweiss Securities Limited)

801 – 804, Wing A, Building No 3,

Inspire BKC, G Block
Bandra Kurla Complex, Bandra East
Mumbai, Maharashtra - 400 051
Tel : 022 4009 4400
Email: bhavana.kapadia@nuvama.com
Attn: Bhavana Kapadia

Axis Capital Limited
8th Floor, Axis House
C-2, Wadia International Centre
P.B. Marg, Worli, Mumbai 400 025
Maharashtra, India
Tel: +91 22 4325 3000
E-mail: sonal.katariya@axiscap.in
Attention: Ms. Sonal Katariya

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

[Remainder of the page intentionally left blank.]

This signature page forms an integral part of the Letter of Indemnity issued to the BRLMs by the Registrar pursuant to the Share Escrow Agreement entered into by and between the Company, each of the Selling Shareholders and the Share Escrow Agent.

Sincerely,

For and on behalf of LINK INTIME INDIA PRIVATE LIMITED

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PRIVATE LIMITED" around the perimeter and "MUMBAI" in the center.

(Authorized Signatory)

Name: Dnyanesh Gharote

Designation : Vice President – Primary Market

This signature page forms an integral part of the Letter of Indemnity issued to the BRLMs by the Registrar pursuant to the Share Escrow Agreement entered into by and between the Company, each of the Selling Shareholders and the Share Escrow Agent.

For and on behalf of NUVAMA WEALTH MANAGEMENT LIMITED (Formerly known as Edelweiss Securities Limited)

Neetu 

Name: Neetu Ranka

Designation: ED and Co-Head, ECM - Corporate Finance

This signature page forms an integral part of the Letter of Indemnity issued to the BRLMs by the Registrar pursuant to the Share Escrow Agreement entered into by and between the Company, each of the Selling Shareholders and the Share Escrow Agent.

For and on behalf of AXIS CAPITAL LIMITED

The image shows a handwritten signature in black ink, which appears to read 'Pratik Pednekar'. To the right of the signature is a circular stamp. The stamp contains the text 'AXIS CAPITAL LTD' around the perimeter and a stylized logo in the center.

(Authorized Signatory)

Name: Pratik Pednekar

Designation: AVP