



महाराष्ट्र MAHARASHTRA

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CF 430050



Sub-Treasury Office  
Vasai  
2 AUG 2024  
Addl. Treasury Officer  
12/08/24

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT DATED DECEMBER 29, 2024, ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, SELLING SHAREHOLDERS SET OUT IN ANNEXURE I AND LINK INTIME INDIA PRIVATE LIMITED

490 16 AUG 2024

जोड़पत्र-२/Annexure-II

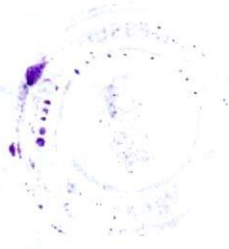
१. मुद्रांक विहीन/गोद्वेही अनु. क्रमांक-२/दिनांक (Serial No./Date)	16/08/24
२. दस्तावेज प्रकार (Nature of document)	
३. दस्त मोदणी करणार अशीत का (Whether it is in the name of)	
४. मिल्कतीले पोंडव्यात वर्णन (Property Description in brief)	
५. मुद्रांक विकत घेणार्याचे नाव व सही (Stamp Purchaser's Name & Signature)	
६. सही असल्यास त्याचे नाव, पत्ता व सही (If through, owner person then Name, Address & Signature)	
७. मुद्रांक घेणार्याचे नाव (Name of the Party)	
८. मुद्रांक शुल्क रक्कम (Stamp Duty Amount)	
९. दस्त घेणार्याक मुद्रांक विकत घेणार्याची सही १. घेणार्याक मुद्रांक सही श्री. प्रीकृत दिवाडकर मुद्रांक विकत घेणार्याचे ठिकाण/पत्ता १२०२०१०, जालाखेपारा (अ. कायदासाठी घेणारी मुद्रांक खरेदी केला त्याची सार कायदासाठी मुद्रांक घेणारी येल्कायामुन व सहीनात घेणारी येल्कायामुन आहे.)	



Laxmi Dental 27d.

**LAXMI DENTAL LIMITED**  
103, Akruti Arcade, J.F. Road  
Opp. A.H. Wadia School,  
Andheri (West), Mumbai - 400058.

Link Intime India Private Limited





Amendment to Registrar Agreement



हाराष्ट्र MAHARASHTRA

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Sub-Treasury Office  
Vasai

22 AUG 2024

Addl. Treasury Officer

12/08/24

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0053

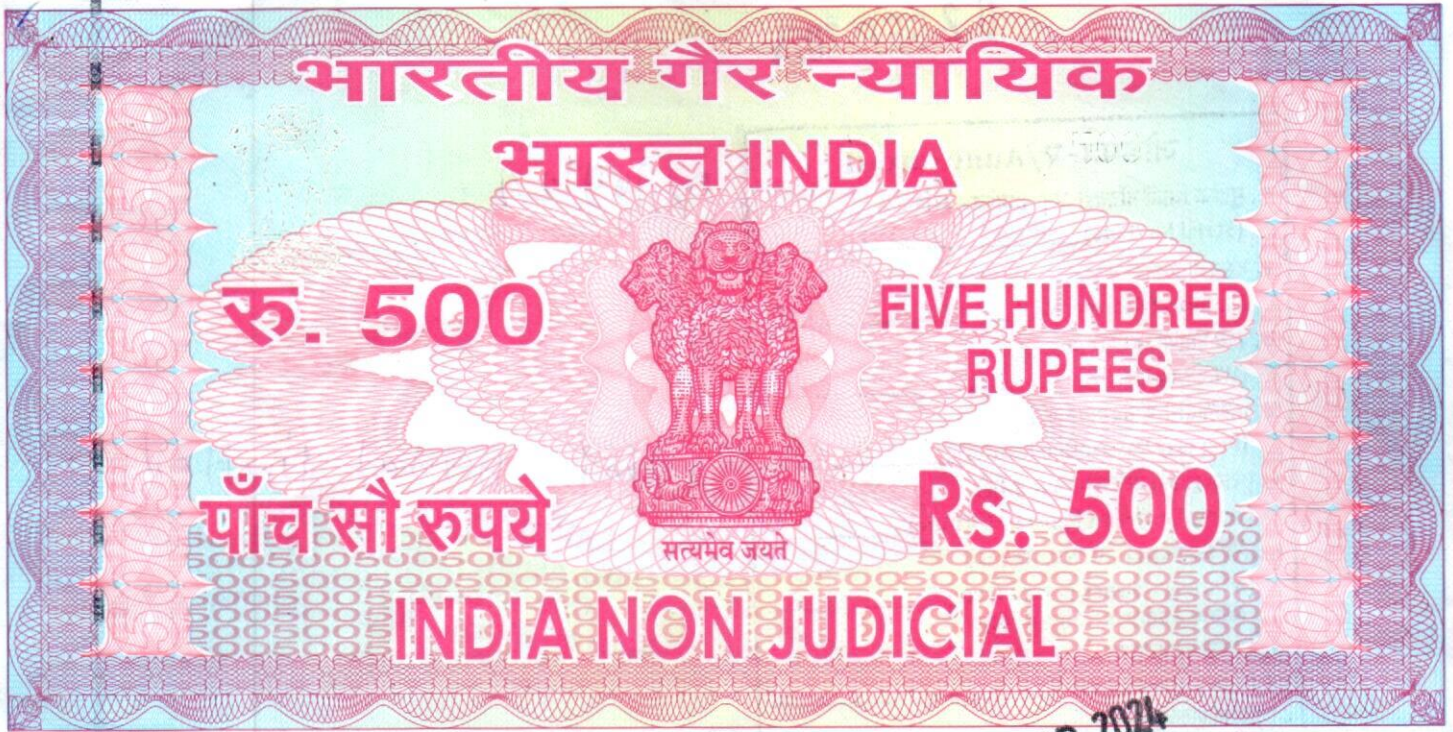


16/08/24

- Casmi Dental Wrl

Link Intime India Private Limited



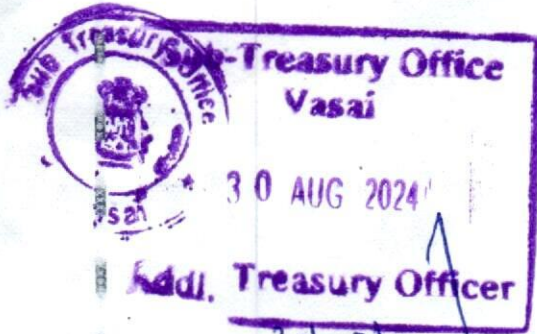


महाराष्ट्र MAHARASHTRA

2023

02 SEP 2024

CF 643293



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT DATED DECEMBER 29, 2024, ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, SELLING SHAREHOLDERS SET OUT IN ANNEXURE I AND LINK INTIME INDIA PRIVATE LIMITED

02 SEP 2024

1113

जोडपत्र-२/Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक-२/दिनांक  
(Serial No./Date)

२. दस्तऐवज प्रकार  
(Nature of document)

३. दस्त नोंदणी करणार आहेत का ?  
(Whether it is to be registered?)

४. मालकीचे ब्रीफवस्तु वर्णन  
(Property Description in brief)

५. मुद्रांक विक्री घेणाऱ्याचे नाव व स्वाक्षरी  
(Stamp Purchaser's Name & Signature)

६. इतरते आल्यास त्याचे नाव, पत्ता व स्वाक्षरी  
(If through, owner, person then Name, Address & Signature)

७. पुराव्या पक्षधाराचे नाव  
(Name of the Party)

८. मुद्रांक शुल्क रक्कम  
(Stamp Duty Amount)

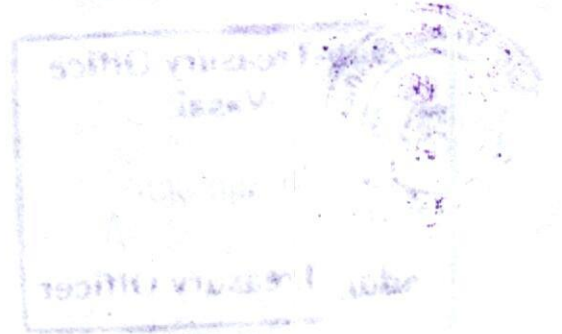
९. परवानाधारक मुद्रांक विक्रीत्याची सहा  
त परवाना क्रमांक तसेच श्री. श्रीकम शिरोकडकर  
मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२०१०, कात्यायनीपारा  
(ज्या कारणासाठी यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्याचातुन ६ महिन्यात यापरणे बंधनकारक आहे.)

02/09/24

Laxmi Dental limited

LAXMI DENTAL LIMITED  
103, Akruhi Arcade, J.P. Road,  
Opp. A.H. Wadia School,  
Andheri (West), Mumbai - 400058.

Link Intime India Private Limited



**AMENDMENT TO THE REGISTRAR AGREEMENT**

**DATED DECEMBER 29, 2024**

**BY AND AMONG**

**LAXMI DENTAL LIMITED**

**AND**

**THE SELLING SHAREHOLDERS**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**



This **AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT** dated **September 12, 2024** ("**Registrar Agreement**") is entered into on this December 29, 2024 (the "**Amendment Agreement**") at Mumbai, Maharashtra among:

**LAXMI DENTAL LIMITED** (*formerly known as Laxmi Dental Export Private Limited and Laxmi Dental Private Limited*) a company incorporated under the Companies Act, 1956 and having its registered office at 103, Akuriti Arcade, J.P.Road, Opposite A.H. Wadia School, Andheri (West), Mumbai - 400 058, Maharashtra, India, India (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

**AND**

**THE PERSON NAMED IN PART A OF ANNEXURE I HERETO** (hereinafter referred to together as the "**Promoter 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**

**THE PERSONS NAMED IN PART B OF ANNEXURE I HERETO** (hereinafter referred to together as the "**Investor Selling Shareholder**", 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 **THIRD PART**;

**AND**

**THE PERSONS NAMED IN PART C OF ANNEXURE I HERETO** (hereinafter referred to as the "**Other 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 **FOURTH PART**;

**AND**

**LINK INTIME INDIA PRIVATE LIMITED** a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Offer**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

In this Amendment Agreement:

- (i) The Promoter Selling Shareholders, Investor Selling Shareholder and the Other Selling Shareholders are collectively referred to as the "**Selling Shareholders**" and individually as a "**Selling Shareholder**"
- (ii) the Registrar, the Bank and the Selling Shareholders are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

**WHEREAS**

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹2 each ("**Equity Shares**") of the Company, comprising (a) a fresh issue of Equity Shares aggregating up to ₹ 1380 million (the "**Fresh Issue**"), and (b) an offer for sale of such number of Equity Shares by the Selling Shareholders (such offer for sale, the "**Offer for Sale**"). The Fresh Issue and Offer for Sale are collectively referred to as the "**Offer**". The Offer shall be undertaken in accordance with the Companies Act, 2013 ("the **Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**"), and other Applicable Law ("**Offer**"), through the book building process (the "**Book Building**"), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined by the Company, in compliance with the SEBI ICDR Regulations (the "**Offer Price**"). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and outside the United States in "offshore transactions" in reliance on Regulation S under the United States Securities Act of 1933, as amended ("**U.S. Securities**");



Act”) and the applicable laws of the jurisdictions, and in each case, in compliance with applicable laws of the jurisdictions where those offers and sales are made. in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (the “Board” or “Board of Directors”) has pursuant to a resolution dated August 13, 2024, approved the Offer, and the shareholders of the Company have approved the Offer by way of their resolution dated August 16, 2024, in accordance with Applicable Law. Further, the Board of Directors has pursuant to its resolution dated December 29, 2024, has taken on record the revised quantum of Fresh Issue amounting to ₹ 1,380 million.
3. Each of the Selling Shareholders have, severally and not jointly consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters.
4. The Company, through the Board, and the Selling Shareholders have engaged the book running lead managers to the Offer, namely, Nuvama Wealth Management Limited, Motilal Oswal Investment Advisors Limited and SBI Capital Markets Limited (collectively, the “**Book Running Lead Managers**” or the “**BRLMs**”) to manage the Offer on such terms and conditions as agreed with them.
5. The Company filed a draft red herring prospectus dated September 12, 2024 (“**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and is in the process of filing the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Maharashtra at Mumbai (the “**RoC**”).
6. The Registrar shall also execute and deliver an amendment to the Letter of Indemnity (“Amendment Letter of Indemnity”) in favor of the BRLMs in the form annexed at Annexure II to this Amendment Agreement, on the date of execution. The Annexure II of this Amendment Agreement shall be read with Annexure A of the Registrar Agreement. In case of any conflict between the Amendment Letter of Indemnity and this Amendment Agreement, the Amendment Letter of Indemnity shall prevail.
7. Accordingly, the Parties are desirous of amending certain provisions of the Registrar Agreement to amend the reference to Selling Shareholders and have agreed to enter into this Amendment Agreement.

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

## **1. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement or the DRHP, as the case may be.
- (b) Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (c) This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. Each Party hereto represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.
- (d) If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Amendment Agreement, but rather shall be construed as if not containing the particular

invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. Each of the Parties will use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties the benefits of the invalid or unenforceable provision.

- (e) This Amendment Agreement shall come into effect and be binding on and from the Execution Date, until such time as the Registrar Agreement is terminated in accordance with its provisions, as amended by this Amendment Agreement.
- (f) In case of conflict or inconsistency between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

## 2. AMENDMENTS TO THE REGISTRAR AGREEMENT

- (a) The existing Appendix I shall be substituted with the following:

Sr. No.	Name and address of the Selling Shareholder	Number of Offered Shares	Date of the resolution of the board of directors/consent letter
<b>PART A</b>			
<b>Promoter Selling Shareholders</b>			
1.	Rajesh Vrajlal Khakhar Address: A4, Tarapur Garden, New Link Road, Oshiwara Andheri (West), Mumbai, Maharashtra – 400053	Up to 196,604 Equity Shares	December 29, 2024
2.	Sameer Kamlesh Merchant Address: B-1/401-402, 4th Floor, Serinity Complex, Link Road, Behind Heera Panna Mall, Andheri (West), Mumbai, Maharashtra – 400053	Up to 434,598 Equity Shares	December 29, 2024
<b>PART B</b>			
<b>Investor Selling Shareholders</b>			
2.	Orbimed Asia II Mauritius Limited Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene 72201, Mauritius	Up to 11,614,267 Equity Shares	December 29, 2024
<b>PART C</b>			
<b>Other Selling Shareholders</b>			
4.	Jigna Rajesh Khakhar Address: A4, Tarapur Garden, New Link Road, Oshiwara Andheri (West), Mumbai, Maharashtra – 400053	Up to 239,838 Equity Shares	December 29, 2024
5.	Hasmukh Vrajlal Khakhar Address: G/602, Royal Classic, Near Fame Adlabs Link Road, Andheri (West) Mumbai, Maharashtra - 400058	Up to 150,040 Equity Shares	December 29, 2024
6.	Amrish Mahendrabhai Desai Address: 904, Castle Yashodeep Towers, New Link Road, Opp. Heera Pana Mall, Oshiwara, Mumbai - 400102 Jogeshwari (West), Maharashtra.	Up to 150,040 Equity Shares	December 29, 2024



Sr. No.	Name and address of the Selling Shareholder	Number of Offered Shares	Date of the resolution of the board of directors/consent letter
7.	Parag Jamnadas Bhimjiyani  Address: B-402, Shivalaya Heights, Azad Nagar-2, Veera Desai Road, Andheri (West) Mumbai- 400058	Up to 150,040 Equity Shares	December 29, 2024
8.	Kunal Kamlesh Merchant  Address: 65, High view drive, Wood Bridge, New Jersey, United States, zip code- 07033	Up to 150,040 Equity Shares	December 29, 2024

- (b) Clause (1) of the Recital to the Registrar Agreement is hereby amended and substituted in part as below:

The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹2 each (“**Equity Shares**”) of the Company, comprising (a) a fresh issue of Equity Shares aggregating up to ₹ 1380 million (the “**Fresh Issue**”), and (b) an offer for sale of such number of Equity Shares by the Selling Shareholders (such offer for sale, the “**Offer for Sale**”). The Fresh Issue and Offer for Sale are collectively referred to as the “**Offer**”. The Offer shall be undertaken in accordance with the Companies Act, 2013 (“the **Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**SEBI ICDR Regulations**”), and other Applicable Law (“**Offer**”), through the book building process (the “**Book Building**”), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined by the Company, in compliance with the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and outside the United States in “offshore transactions” in reliance on Regulation S under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”) and the applicable laws of the jurisdictions, and in each case, in compliance with applicable laws of the jurisdictions where those offers and sales are made. in accordance with the SEBI ICDR Regulations.

### 3. MISCELLANEOUS

- (a) The Registrar Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Registrar Agreement shall remain unchanged and shall continue in full force and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- (b) This Amendment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Notwithstanding anything to the contrary contained in this Clause 3(d), this Amendment Agreement 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 facsimile copy or .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or .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 or the execution of this Amendment Agreement.

4. **GOVERNING LAW**

This Amendment 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 the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of **Laxmi Dental Limited**



---

**Authorized Signatory**

**Name: Rajesh Khakhar**

**Designation: Chairman and Whole Time Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of



**Rajesh Vrajlal Khakhar**



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a star-like flourish, positioned above a horizontal line.

**Sameer Kamlesh Merchant**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written;

For and on behalf of



---

**Jigna Rajesh Khakhar**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of

A handwritten signature in blue ink, appearing to read 'H. V. Khakhar', is written over a horizontal line.

**Hasmukh Vrajlal Khakhar**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of

Amrish

**Amrish Mahendrabhai Desai**



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of

A handwritten signature in blue ink, appearing to read 'Parag', is written over a horizontal line.

**Parag Jamnadas Bhimjiyani**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of




---

**Kunal Kamlesh Merchant**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

For and on behalf of **ORBIMED ASIA II MAURITIUS LIMITED**

A handwritten signature in blue ink, appearing to read 'H Sumsurooah', is written above a horizontal line.

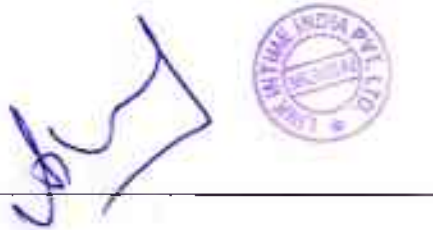
**Name:** Harish Sumsurooah

**Designation:** Director

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG LAXMI DENTAL LIMITED, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

**For and on behalf of LINK INTIME INDIA PRIVATE LIMITED**

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PVT LTD" around the perimeter and "REGD. OFFICE" in the center.

**Authorized Signatory**

**Name:** Dhawal Adalja

**Designation:** Vice President – Primary Market



**ANNEXURE – I**

<b>Sr. No.</b>	<b>Name and address of the Selling Shareholder</b>	<b>Number of Offered Shares</b>	<b>Date of the resolution of the board of directors/consent letter</b>
<b>PART A</b>			
<b>Promoter Selling Shareholders</b>			
1.	Rajesh Vrajlal Khakhar  Address: A4, Tarapur Garden, New Link Road, Oshiwara Andheri (West), Mumbai, Maharashtra – 400053	Up to 196,604 Equity Shares	December 29, 2024
2.	Sameer Kamlesh Merchant  Address: B-1/401-402, 4th Floor, Serinity Complex, Link Road, Behind Heera Panna Mall, Andheri (West), Mumbai, Maharashtra – 400053	Up to 434,598 Equity Shares	December 29, 2024
<b>PART B</b>			
<b>Investor Selling Shareholders</b>			
3.	Orbimed Asia II Mauritius Limited  Address: 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene 72201, Mauritius	Up to 11,614,267 Equity Shares	December 29, 2024
<b>PART C</b>			
<b>Other Selling Shareholders</b>			
4.	Jigna Rajesh Khakhar  Address: : A4, Tarapur Garden, New Link Road, Oshiwara Andheri (West), Mumbai, Maharashtra – 400053	Up to 239,838 Equity Shares	December 29, 2024
5.	Hasmukh Vrajlal Khakhar  Address: G/602, Royal Classic, Near Fame Adlabs Link Road, Andheri (West) Mumbai, Maharashtra - 400058	Up to 150,040 Equity Shares	December 29, 2024
6.	Amrish Mahendrabhai Desai  Address: 904, Castle Yashodeep Towers, New Link Road, Opp. Heera Pana Mall, Oshiwara, Mumbai - 400102 Jogeshwari (West), Maharashtra.	Up to 150,040 Equity Shares	December 29, 2024
7.	Parag Jamnadas Bhimjiyani  Address: B-402, Shivalaya Heights, Azad Nagar-2, Veera Desai Road, Andheri (West) Mumbai- 400058	Up to 150,040 Equity Shares	December 29, 2024
8.	Kunal Kamlesh Merchant  Address: 65, High view drive, Wood Bridge, New Jersey, United States, zip code- 07033	Up to 150,040 Equity Shares	December 29, 2024

## ANNEXURE - II

### AMENDED AND RESTATED LETTER OF INDEMNITY

**Date:** December 29, 2024

To,

**Nuvama Wealth Management Limited**  
801 - 804, Wing A, Building No 3,  
Inspire BKC, G Block Bandra Kurla Complex,  
Bandra East Mumbai - 400 051,  
Maharashtra, India

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

**SBI Capital Markets Limited**  
1501, 15th Floor, A & B Wing  
Parinee Crescenzo  
G Block, Bandra Kurla Complex, Bandra (E)  
Mumbai - 400 051  
Maharashtra, India

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

**Re: Letter of indemnity to the BRLMs by Link Intime India Private Limited (“Letter of Indemnity”) pursuant to the Registrar Agreement entered by and among Laxmi Dental Limited (the “Company”), the Selling Shareholders and Link Intime India Private Limited (the “Registrar”) dated September 12, 2024 read with amendment agreement dated December 29, 2024 (the “Registrar Agreement”)**

Dear Sir / Madam,

The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (“**Equity Shares**”), comprising a fresh issue of such number of Equity Shares by the Company for an amount aggregating up to ₹ 1,380 million (the “**Fresh Issue**”) and an offer for sale of up to 13,085,467 Equity Shares by the Selling Shareholders (“**Offered Shares**”, and such offer for sale, “**Offer for Sale**” and together with the Fresh Issue, “**Offer**”) in accordance with the Companies Act, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”) and other Applicable Law at such price as may be determined through the book building process as prescribed in the Schedule XIII of the SEBI ICDR Regulations and agreed to by the Company in consultation with the Book Running Lead Managers (“**Offer Price**”). The Company and the Selling Shareholders have appointed the book running lead managers to the Offer, namely Nuvama Wealth Management Limited, Motilal Oswal Investment Advisors Limited and SBI Capital Markets Limited to manage the Offer on such terms and conditions, as agreed with them. The Offer may include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Managers, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and outside the United States in “offshore transactions” as defined in and in reliance on Regulation S under the Securities Act (the “**Regulation S**”) and applicable laws of the jurisdictions where such offers and sales are made. The Company, in consultation with the Book Running Lead Managers, may consider undertaking a further issue of such number of specified securities

through a preferential issue or any other method as may be permitted in accordance with applicable law to any person(s), at its discretion, for a cash consideration aggregating up to ₹ 300 million, between the date of the Draft Red Herring Prospectus till the filing of the Red Herring Prospectus with the RoC, subject to market conditions (“**Pre-IPO Placement**”). The Pre-IPO Placement, if undertaken, will be at a price to be decided by the Company, in consultation with the Book Running Lead Managers. If the Pre-IPO Placement is undertaken, the amount raised pursuant to such Pre-IPO Placement will be reduced from the amount of the Fresh Issue, subject to compliance with the SEBI ICDR Regulations and the Securities Contracts (Regulation) Rules, 1957.

The Registrar is an entity registered with the Securities and Exchange Board of India (“**SEBI**”) under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) having a valid and subsisting registration number INR000004058 and shall intimate the Company, the Selling Shareholders and BRLMs in case of change or any update in the status or registration immediately.

The Company and the Selling Shareholders, after consultation with the BRLMs have approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in the Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and include all responsibilities required to be discharged by a registrar to the Offer in the manner as required under the applicable rules and regulations including the RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, dated May 7, 2024 (“**SEBI RTA Master Circular**”) and in the manner as required under the various rules and regulations as applicable passed by the SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”) and the Registrar has accepted the Assignment. The Board has by its resolution dated August 9, 2024, approved the appointment of Link Intime India Private Limited as the Registrar to the Offer.

The Registrar confirms that it has read and fully understands all relevant provisions of the SEBI ICDR Regulations, the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 and all the relevant circulars, notifications, guidelines and regulations issued by the Securities and Exchange Board of India including in relation to Application Supported by Blocked Amount (“**ASBA**”) and Unified Payments Interface (“**UPI**”) and other Applicable Laws in relation to its scope of work to be undertaken under the Registrar Agreement as well as timelines within which the allotment, listing and commencement of trading of the Equity Shares under the Offer should be completed, and is fully aware of its duties, obligations, responsibilities and the consequences of any error, failure, deficiency or default on its part.

The Registrar acknowledges that the BRLMs may be exposed to, inter alia, liabilities and/or losses if the Registrar fails to perform the Assignment and/or fails to comply with any of its obligations, undertakings, duties, representations, warranties and responsibilities and/or if there is an error by the Registrar in performing its obligations under the Registrar Agreement or this Letter of Indemnity and any other legal requirements applicable to it in relation to the Offer or there is an error by the Registrar in performing its obligations.

The Registrar undertakes to each of the BRLMs that it shall act with due diligence, care and skill and within the timelines prescribed under the applicable laws while discharging the Assignment and/ or its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the BRLMs to:

- a. fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer;
- b. ensure compliance with Applicable Laws including provisions of the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 as amended *vide* SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no.

SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024, SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, and any subsequent circulars or notifications issued by SEBI in this regard, NSE circular no. NSE/IPO/53197 dated August 3, 2022 and BSE circular no. 20220803-40 dated August 3, 2022 (collectively, the “**UPI Circulars**”), the SEBI ICDR Regulations, the Companies Act along with further amendments, changes and subsequent circulars issued by the SEBI, MCA or the stock exchanges from time to time in this regard;

- c. Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 (“**ASBA Circular**”), the Registrar along with the SCSBs’ have undertaken necessary systemic and procedural arrangements for public issues opening on or after September 1, 2022, for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after application money is blocked in the investors bank account. The Registrar and SCSBs’ will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLMs, as may be issued in connection with the ASBA Circular; and
- d. comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration to indemnify the BRLMs by issuing this Letter of Indemnity in favour of the BRLMs and further, pursuant to the provisions of the Registrar Agreement, the Registrar has unconditionally and irrevocably undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the Book Running Lead Managers.

Accordingly, the Registrar hereby irrevocably and unconditionally undertakes and agrees that the Registrar together with its partners, representatives, officers, directors, management, employees, advisors, agents or other persons acting on its behalf (hereinafter referred to as the “**Indemnifying Party**”), shall, at its own cost and expense and upon first demand by the BRLMs indemnify, defend and hold each of the BRLMs and their respective affiliates and each of their respective directors, successors, management, representatives, employees, officers, advisors and agents, permitted assigns and each other person if any, controlling the BRLMs and their respective agents, affiliates and advisors (the “**Indemnified Party**”) free and harmless at all times from and against any and all suits, penalties, losses, liabilities, proceedings, claims, damages, writs, actions, awards, judgments, costs, interest costs, charges, expenses and demands, all legal and other expenses incurred by the Indemnified Party including without limitation, attorneys’ fees and court costs, accounting fees, other professional fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of or in connection with (i) breach or alleged breach or failure, deficiency, omission, or error in performance of any of the Registrar’s duties, obligations and responsibilities under the Registrar Agreement or this Letter of Indemnity or the Assignment, or any of the terms, conditions, covenants, undertakings, representations and warranties in the Registrar Agreement or this Letter of Indemnity, (ii) any 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 Indemnified Party is a party to it, (iii) any violation or alleged violation of or non-compliance with any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/ or administrative authority (iii) any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar’s duties, obligations and responsibilities under the Registrar Agreement or this Letter of Indemnity or the Assignment or any failure, negligence, deficiency, error or default on the part of Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents or any other person acting on its behalf, in delivering or performing or fulfilling any of its functions, duties, obligations and services contemplated under the Registrar Agreement and this Letter of Indemnity, (iv) any information provided to the BRLMs or the Indemnified Parties being untrue, incomplete or incorrect in any respect, or, (v) any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, statutory, administrative, regulatory authority.

The Indemnifying Party shall further indemnify and refund, upon first demand by the BRLMs, all costs incurred by each of the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from the SEBI and/or the Stock Exchanges and/or



any other statutory, judicial, administrative, quasi-judicial, governmental and or regulatory authority or a court of law, or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, administrative, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar'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 Indemnified Parties is a party, in each case as such expenses are incurred or paid.

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

This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLMs. The Registrar shall inform the BRLMs of any amendment or termination to the Registrar Agreement and provide the BRLMs a copy of such amendment or termination. The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of Registrar Agreement or this Letter of Indemnity but shall not have any obligations or liabilities to the Registrar or the Company, the Selling Shareholders, or any other party, expressed or implied, direct, or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.

The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable. In the event of conflict or inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

The Registrar hereby agrees that failure or delay of any of the Indemnified Party to exercise part of any of its right 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 Indemnified Party of any of its rights established herein.

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 also be executed electronically including 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 hereto delivers a PDF format signature page of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within three (3) 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 in PDF format and the execution of this Letter of Indemnity.

This Letter of Indemnity shall be governed by and construed in accordance with the laws of the Republic of India. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over such dispute arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996. In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Letter of Indemnity or any non-contractual obligations arising out of or in connection with the Letter of Indemnity (a "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such 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 (or such longer period as the disputing parties may mutually agree to in writing), the Parties to such dispute (the "**Disputing Parties**") shall by notice in writing to each of the other Parties refer the Dispute to binding arbitration administered by the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration centre in India in accordance with the rules of MCIA in force at the time a dispute arises (the "**MCIA Arbitration Rules**"), provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (the "Arbitration Act"). The MCIA Arbitration Rules are incorporated by reference into this Clause. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/131 dated July 31, 2023 as amended by SEBI circular dated August 04, 2023 and SEBI Circular dated December 20, 2023, as updated on December 28, 2023 and further amended from time to time (together, the "**SEBI ODR Circular**"), the Parties have opted to follow the dispute resolution mechanism in accordance with Clause 3(b) therein, as

applicable. , The seat and venue of such institutional arbitration shall be Mumbai, India, and the arbitration tribunal shall consist of three arbitrators, one to be appointed by the Registrar, the other to be jointly appointed by the BRLMs and the third (who shall act as the presiding arbitrator) to be jointly appointed by the two arbitrators appointed under this Letter of Indemnity. In the event, the Disputing Party(ies) fail to appoint an arbitrator, or the nominee arbitrators fail to appoint the presiding arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with Arbitration Act.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR 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 above Clause. The arbitration proceedings shall be carried out in English. The arbitral award shall be treated as final and binding on the parties hereto.

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Offer Documents (as defined in the Registrar Agreement) to be filed by the Company with the regulatory authorities in connection with the Offer.

All notices and communications issued under this Letter of Indemnity, or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by electronic mail, or (c) 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 Registrar Agreement, (i) if delivered personally, shall be deemed given upon delivery; (ii) if sent by email, shall be deemed to be delivered, so long as an undelivered notice with respect to such email is not received; (iii) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not; and (iv) if sent by courier service, (a) 1 (one) business day after deposit with an overnight courier if for inland delivery and (b) 5 (five) business days after deposit with an international courier if for overseas delivery.

In case of the Book Running Lead Managers:

**Nuvama Wealth Management Limited**

801 - 804, Wing A, Building No 3,  
Inspire BKC, G Block Bandra Kurla Complex,  
Bandra East Mumbai - 400 051,  
Maharashtra, India  
**Email:** Project.Lotus@nuvama.com  
**Attention:** Bhavana Hansraj Kapadia

**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  
**Attention:** Subrat Panda, Executive Director

**SBI Capital Markets Limited**

1501, 15th Floor, A & B Wing  
Parinee Crescenzo  
G Block, Bandra Kurla Complex, Bandra (E)  
Mumbai - 400 051  
Maharashtra, India  
**Email:** ratnadeep.acharyya@sbicaps.com  
**Attention:** Ratnadeep Acharyya

**Registrar to the Offer**

**Link Intime India Private Limited**

C-101, 1st Floor, 247 Park  
L.B.S. Marg  
Vikhroli (West), Mumbai 400 083, Maharashtra, India  
**Email:** haresh.hinduja@linkintime.co.in  
**Attention:** Haresh Hinduja – Head Primary Market