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महाराष्ट्र MAHARASHTRA

**1** 2024 **1** 

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDED AND RESTATED LETTER OF INDEMNITY TO THE REGISTRAR AGREEMENT DATED DECEMBER 29, 2024 EXECUTED BY AND AMONGST THE PARTIES THERETO

जोडएत्र-२/Annexuro-H १. मुत्रांक विक्री गोंटवड़ी अनु. क्रयांक-२/दिनांक (Serial No./Date)\_ २. बस्ताचा प्रकार (Nature of documest) े. इस्त **मोप**णी कारणार आहेता रहा ? (Whether it is to be registered?) ४. जिन्हातीचे ब्रॉट्सवात स्वत् (Preparty Description in brief) ा पुरावेश कि**ञ्चल केव**ान्याओं कार के कारी (Stamp Paschsor's Mains S. Macabare) े हर्ले वासस्तात हमने हर ह Dethrough, o THAT CHARLE Clame of the ou-4. हतांच शुक्त रचका (Stamp Buty Amon a) ९. पाजनायम् मुख्य (जीवाची पत्री व परवाना इनतंत्र संधेवः थी, श्रीका विचीलकर पुरंक विक्रीचे हिकाण/पता १२०२०१०, बालासीयाना (भा उत्तरणासाठी ज्यांची दुकांक **छरेडी केला त्यांची** स्थाय कारणासाठी मुहांक छोटी केल्यायासुन ह वहिन्दात वापरणे बंबनकारक आहे.)

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Amendment to letter of Indemnity to services provider Agreement



महाराष्ट्र MAHARASHTRA

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१. पुर्वक दिली नेंटकी वर्ष, टार्कन-१/दिलंक (Serial No./Date). ्. रहताचा प्रकार (Mature of document) ). एक गेंदरी सम्बद्ध संक्षाता व (Whether His to be regident (19) ४. बिराक्तरीचे बॉडस्पल स्टीप (Property Description in brief). **५. मुलंक** विकास केपान्य से बात व दर्श (Stamp Perchaon's Lance Capasiase) ६. इस्ते शरानासा Mame, Address ७. दुसन्य प्रस्कारकी (Name of the Park ८. मुहोबा सुरक्ष रचला (Strong Duty Amount)

> मुद्रांक विक्रीचे विकास पत्ते १२०२०१०, बालासोपारी (ज्या कारणायादी न्यंती हुएंड खरेडी केन्द्र त्यंती स्वाध कारणासाठी मुद्रांक खरेवी केल्यापासून व लीहलात कावरणे संवनकारक आहे.)

९. चरवामाजान्य सुनंक क्रीतणांबी सही व परवाना स्टब्स्य स्टिन

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDED AND RESTATED LETTER OF INDEMNITY TO THE REGISTRAR AGREEMENT DATED DECEMBER 29, 2024 EXECUTED BY AND AMONGST THE PARTIES THERETO

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मुद्रांक खरेती केल्यापासुन ६ यहिन्यात लायराजे र्यंचनकारता आहे.)

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Amendment to letter of Indemnity to Service Provider Agreement

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### ANNEXURE C

#### AMENDED AND RESTATED LETTER OF INDEMNITY

Date: December 29, 2024

#### **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

(The aforementioned book running lead managers and any other book running lead managers appointed by the Company are collectively referred to as the "Book Running Lead Managers" or the "BRLMs")

Sub: Letter of indemnity to the BRLMs by the Service Provider ("Letter of Indemnity") pursuant to the Service Provider Agreement dated September 12, 2024 and amendment agreement dated December 29, 2024, entered into between the Service Provider and Laxmi Dental Limited (the "Company")

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 ₹1,380 million (the "Fresh Issue"), and (b) an offer for sale of up to 13,085,467 Equity Shares of face value ₹2 each 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 consultation with the Lead Managers, 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. The Company, in consultation with the Book Running Lead Managers, may consider a further issue of equity shares as may be permitted under applicable law to any person(s) for an amount aggregating up to ₹ 300.00 million, at its discretion, prior to the filing of the Red Herring Prospectus with the Registrar of Companies, Maharashtra at Mumbai ("RoC") ("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.

Adfactors Advertising LLP and Adfactors PR Private Limited (together, the "Service Provider" and "Service Providers") have entered into a service provider agreement ("Agreement") dated September 12, 2024 and amendment to the Agreement dated December 29, 2024, with the Company in relation to a public relations and media services in relation to the Issue in compliance with the SEBI ICDR Regulations and to provide advertising and media monitoring services in compliance with the provisions of the SEBI ICDR Regulations and other applicable laws. The Service Provider has accepted its appointment as an advertising agency. The Service Provider has read and fully understood the SEBI ICDR Regulations and Publicity Memorandum in so far as the same is applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any failure to perform its duties, responsibilities and obligations under the Agreement or this Letter of Indemnity. The Service Provider acknowledges that the BRLMs may be exposed to liabilities or losses if the Service Provider fails to comply with its duties, responsibilities and obligations under the Agreement or this Letter of Indemnity and/or any other legal requirements applicable to it in relation to the offer or there is an error by the Service Provider in performing its obligations.

The Service Provider undertakes to the BRLMs that it shall act with due diligence, care and skill while discharging its services under the Agreement. The Service Provider further represents, warrants and undertakes to each of the BRLMs to: (a) fully co-operate and comply with any instructions the BRLMs may provide in respect of the Issue, (b) ensure compliance with applicable laws, (including requirements under the SEBI ICDR Regulations and the Companies Act in relation to Advertisements and Publicity Material prepared by the Service Provider and the Publicity Memorandum), and (c) comply with the terms and conditions of the Agreement and this Letter of Indemnity. Further, for the sake of clarity it is mentioned herein, that, the Company entering into the Agreement with the Service Provider is sufficient consideration for the Service Provider to indemnify the BRLMs by issuing this Letter of Indemnity in favour of the BRLMs.

Pursuant to the provisions of the Agreement, the Service Provider has undertaken to deliver and execute absolutely, irrevocably and unconditionally this Letter of Indemnity in favour of the BRLMs to indemnify, defend and hold harmless each of the BRLMs and their respective Affiliates, and their respective directors, officers, management representatives, advisors, associates, agents, intermediaries, employees, successors, permitted assigns or any other persons acting on its behalf and/or 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 persons (the "BRLM Indemnified Parties"), at all times for any and all losses, liabilities, claims, actions, costs interests, penalties, judgments, awards and expenses, including reasonable attorney's fees and court costs arising out of or in relation to, or in connection with a breach or alleged breach of the Service Provider's representations, warranties, undertakings and obligations under the Agreement and this Letter of Indemnity, including relating to the delivery of required information for providing the media compliance certificate by the BRLMs under Regulation 42 read with item 11 of Schedule IX of the SEBI ICDR Regulations.

Accordingly, the Service Provider hereby unconditionally and irrevocably undertakes and agrees to each of the BRLMs, that in case of any failure, deficiency, error in compliance violation or alleged violation of any provision of law, regulation or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or breach or alleged breach of any of the terms and conditions mentioned in the Agreement or this Letter of Indemnity, including relating to the delivery of information for the media compliance certificate to be submitted by the BRLMs under Schedule IX of the SEBI ICDR Regulations, or any nonobservance or non-performance, by the Service Provider and/ or its representatives, officers, directors, employees, advisors or other persons acting on its behalf, and/or any delay, or from its own breach or alleged breach, gross negligence, fraud, willful misconduct, willful default or bad faith, if any, in performing its duties, obligations and responsibilities, including in relation to any unauthorized acts or omissions or failure to perform its duties, obligations and responsibilities under the Agreement or this Letter of Indemnity, and/or if any information provided by the Service Provider and/or its partners, representatives, partners, officers, directors or other persons acting on its behalf, and/or such reports or any information provided by the Service Provider to the BRLM Indemnified Parties is untrue, incomplete or incorrect in any respect, and/or if there is any infringement of any intellectual property or any rights of a third party, the Service Provider shall, at its own cost and expense, indemnify, defend and hold each BRLM Indemnified Party, free and harmless from and against any and all losses, liabilities, claims, damages, actions, costs interests, penalties, judgments, awards and expenses, including without limitation, attorney's fees and court costs, arising out of such breach or alleged breach of the Service Provider's duties, responsibilities and obligations including relating to the delivery of information for the media compliance certificate provided by the BRLMs under Regulation 42 read with item 11 of Schedule IX of the SEBI ICDR Regulations, or failure to deliver or perform the services contemplated, under the Agreement or this Letter of Indemnity.

The Service Provider acknowledge and agree that each of the BRLMs shall have the rights specified under the provisions of the Agreement and this Letter of Indemnity (in addition to any other right the BRLMs may have under applicable law or otherwise) but shall not have any obligations or liabilities (including but not limited to payment of any fees or expenses) to the Service Provider or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Agreement or this Letter of Indemnity.

The maximum aggregate liability of the Service Provider together with its directors, partners, employees, Affiliates, associates or contractors under the Agreement regardless of the form of action, whether in contract, negligence or otherwise, shall in no event exceed the aggregate amount of professional fees paid by the Company to the Service Provider under this Agreement except any liability arising out of fraud, gross negligence or willful default or willful misconduct on the part of the Service Provider and/or its partners, representatives, officers, directors, or other persons acting on its behalf.

In the event of inconsistency or conflict between the terms of this Letter of Indemnity and the Agreement, the terms of this Letter of Indemnity shall prevail. This indemnity shall be effective from the date of execution of the Agreement. This indemnity shall survive the expiry/termination of the Agreement and may be amended or altered only with the prior written approval of all the BRLMs. The Service Provider shall inform the BRLMs of any amendment or termination to the Service Provider Agreement and provide the BRLMs a copy of such amendment or termination. The provisions of this indemnity are not affected by any other terms as set out in the Agreement and shall be in addition to any other rights the BRLM Indemnified Party may have at common law, equity and/or otherwise. All terms and conditions mentioned in the Agreement will apply to this Letter of Indemnity, mutatis mutandis.

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 Service Provider 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 Agreement or any non-contractual obligations arising out of or in connection with the Agreement (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 (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 specifically defined herein will have the same meanings attributed to such terms in the Agreement.

The Service Provider hereby agrees that failure or delay of any of the 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 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. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronic or in PDF format or that of the execution of this Letter of Indemnity.

Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) or sent by registered mail, postage prepaid, to the address of the party specified herein below, or (c) sent by electronic mail to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; and if sent by registered post/speed post, be deemed given when received.

In case of the Service Provider, to:

#### Adfactors Advertising LLP

City Hall, Oasis Complex Kamala Mills Compound Pandurang Budhkar Marg Lower Parel (West), Mumbai 400 013

Attention: Mr. Madan Bahal, Tel: +91 22 6915 5155 Fax: +9122 6915 5199

Email: madan@adfactorspr.com

In case of Adfactors PR, to:

## **Adfactors PR Private Limited**

City Hall, Oasis Complex Kamala Mills Compound Pandurang Budhkar Marg Lower Parel (West), Mumbai 400 013 Attention: Mr. Madan Bahal,

Tel: +91 22 6757 4444 Fax: +91 22 6757 4488

Email: madan@adfactorspr.com

# In case of the BRLMs, 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

Email: Project.Lotus@nuvama.com Attention: Bhavana Kapadia

## **Motilal Oswal Investment Advisors Limited**

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

Email: Subodh.mallya@motilaloswal.com

Attention: Subodh Mallya

# **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

For an on behalf of Nuvama Wealth Management Limited



Name: Neetu Ranka

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

Contact Number: +91 98198 38110 Email: neetu.ranka@nuvama.com

For an on behalf of Motilal Oswal Investment Advisors Limited

Authorised Signatory
Name: Subodh Mallya

**Designation**: Executive Director

For an on behalf of SBI Capital Markets Limited

Authorised Signatory

Name: Sylvia Mendonca Designation: Vice President

For and on behalf of ADFACTORS ADVERTISING LLP

**Authorised Signatory** 

Name: V.Subramanian

Designation: General manager

For and on behalf of ADFACTORS PR PRIVATE LIMITED

**Authorised Signatory** 

Name: V.Subramanian

Designation: Authorised Signatory