

INDIA NON JUDICIAL



सत्यमेव जयते

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL96628061837323U
Certificate Issued Date	: 26-Feb-2022 03:29 PM
Account Reference	: IMPACC (IV)/ dl954403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL95440382598717891354U
Purchased by	: UNIPARTS INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIPARTS INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: UNIPARTS INDIA LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

₹500₹500₹500₹500

सत्यमेव जयते



₹500

Please write or type below this line IN-DL96628061837323U

THIS STAMP PAPERS FORMS AN INTEGRAL PART OF THE LETTER OF THE INDEMNITY TO THE REGISTRAR AGREEMENT DATED APRIL 25, 2022 FOR THE INITIAL PUBLIC OFFERING OF UNIPARTS INDIA LIMITED.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	: IN-DL96628523883184U
Certificate Issued Date	: 26-Feb-2022 03:29 PM
Account Reference	: IMPACC (IV)/ dl954403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL95440382601181738435U
Purchased by	: UNIPARTS INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIPARTS INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: UNIPARTS INDIA LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)

सत्यमेव जयते

₹200 ₹200 ₹200 ₹200



₹200

Please write or type below this line IN-DL96628523883184U

THIS STAMP PAPERS FORMS AN INTEGRAL PART OF THE LETTER OF THE INDEMNITY TO THE REGISTRAR AGREEMENT DATED APRIL 25, 2022 FOR THE INITIAL PUBLIC OFFERING OF UNIPARTS INDIA LIMITED.

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LETTER OF INDEMNITY

Date: April 25, 2022

Axis Capital Limited

1st Floor, Axis House,
C-2 Wadia International Centre,
P. B. Marg, Worli,
Mumbai – 400025
Maharashtra, India

JM Financial Limited

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

DAM Capital Advisors Limited

(Formerly IDFC Securities Limited)
One BKC, Tower C,
15th Floor, Unit No. 1511,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400051
Maharashtra, India

(along with any other book running lead managers that may be appointed in connection with the Offer, the “BRLMs”)

Re: Letter of Indemnity by Link Intime India Private Limited (“Registrar”) to the BRLM’s (“Letter of Indemnity”) pursuant to the agreement entered into between Uniparts India Limited (the “Company”), as specified in Annexure I (the “Selling Shareholders”) and the “Registrar” (the “Registrar Agreement” or the “Agreement”).

The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of face value of ₹ 10 each of the Company (the “Equity Shares”), through an offer for sale of Equity Shares by the Selling Shareholders, the “Offer Shares” (the “Offer”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “SEBI ICDR Regulations”) and all other applicable laws, at such price as may be determined through the book building process under Schedule XIII of the SEBI ICDR Regulations and as agreed by the Company and the Selling Shareholders in consultation with the BRLMs. . The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations, (ii) outside the United States, to investors that are not U.S. Persons (as defined in Regulation S (“Regulation S”) under the United States Securities Act of 1933, as amended (the “Securities Act”), but for purposes of the definition of “U.S. Person” herein shall include also any person that is not a U.S. person solely by reason of Rule 902(k)(1)(viii)(B) or 902(k)(2)(i) under Regulation S) nor persons acquiring for the account or benefit of U.S. Persons in offshore transactions in reliance on Regulation S and the applicable laws of the jurisdictions where offers and sales occur; and (iii) within the United States, in minimum amounts of US\$250,000 or its equivalent in another currency, to persons in the United States or to or for the account or benefit of, U.S. Persons, in each case to investors that are both “qualified institutional buyers” as defined in Rule 144A under the Securities Act (“Rule 144A”) and “qualified purchasers” (as defined under the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”) in transactions exempt from, or not subject to, the registration requirements of the Securities Act and in reliance on Section 3(c)(7) of the Investment Company Act.

The Registrar has been appointed as the Registrar of Offer in terms of the Registrar Agreement by the Company and the Selling Shareholders, after consultation with the BRLMs, in accordance with Regulation 23(7) of the SEBI ICDR Regulations. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, the Securities Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, each, as amended, from time to time and all the relevant circulars, guidelines and regulations issued by Securities and Exchange Board of India (“SEBI”) (including in relation to Application Supported by Blocked Amount (“ASBA”) and Unified Payments Interface (“UPI”) in so far as the same is applicable to its

scope of work undertaken pursuant to the Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if the Registrar fails to comply with any of its obligations under the Agreement.

Pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the BRLMs to fully indemnify, keep indemnified, defend and hold harmless, at its own cost and expense, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, permitted assigns, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the **“BRLMs’ Indemnified Parties”**) at all times as per the terms of the indemnity below. 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 for this Letter of Indemnity in favour of the BRLMs

The Registrar undertakes to the BRLMs that it shall act with due diligence, care and skill while discharging its obligations under the Registrar Agreement. The Registrar further represents, warrants and undertakes to the BRLMs to (a) fully cooperate and comply with any instructions the BRLMs may provide in respect of the Offer, (b) ensure compliance with all applicable law including the provisions of (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (vii) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (viii) the SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, (ix) the SEBI circulars issued in respect of UPI, i.e., the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/D/2018/138 dated November 1, 2018 to be read with 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, 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, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and (x) the SEBI ICDR Regulations (as modified by the SEBI ICDR amendments, as and when the same comes into effect), and (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

Further, pursuant to the provisions of the Agreement and in consideration of its appointment as the ‘Registrar to the Offer’ (as indicated hereinabove), the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the BRLMs to indemnify and keep indemnified each of the BRLMs Indemnified Parties (as defined below), at all times from and against for any and all losses, liabilities, demands, claims, suits, actions, damages, awards, judgements, costs, interests and expenses, including attorney’s fees and court costs arising out of a breach of the Registrar’s obligations, or error or failure to deliver or perform its obligations in accordance with the Registrar Agreement, applicable laws and this Letter of Indemnity. The Registrar agrees that the obligations, under the Registrar Agreement are incorporated in this Letter of Indemnity mutatis mutandis.

Accordingly, the Registrar hereby absolutely, irrevocably and unconditionally undertakes and agrees that in case of its breach or alleged breach or failure, deficiency, error of any provision of law, regulation or order of any court or regulatory, judicial, quasi-judicial, statutory, governmental and/or administrative authority or fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity and/or if any information provided by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf to the BRLMs is untrue, incomplete or incorrect in any respect, the Registrar for itself and for its partners representatives, officers, directors, employees, agents or other persons acting on its behalf at its own cost and expense shall absolutely, irrevocably and unconditionally fully indemnify, defend and hold harmless each of the BRLMs’ Indemnified Parties at all times from and against all losses, penalties, liabilities, awards, judgements, costs, interests, suits, claims, actions, demands, charges and expenses including without limitation, legal fees (including attorney fees and court fees), other professional fees, accounting fees, court costs

or losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs arising out of such breach or alleged breach, actions, demands, and all other liabilities and all other liabilities, which may be made or commenced against any of the BRLMs Indemnified Parties by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, including without limitation, against any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, administrative, statutory, regulatory authority. The Registrar shall further indemnify and refund on first demand all costs incurred by each of the BRLMs Indemnified Parties, in connection with investigating or defending against any investigative, administrative, judicial, quasi-judicial, statutory, 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 BRLM Indemnified Parties is a party, in each case as such expenses are incurred or paid, or 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 SEBI and/or the stock exchanges and/or any other statutory, governmental, judicial, quasi-judicial, administrative or regulatory authority or a court of law.

The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.

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 BRLMs Indemnified Parties may have at common law, equity and/or otherwise. This Letter of Indemnity shall be governed by laws of India and in case of any dispute between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at New Delhi, India, shall have sole and exclusive jurisdiction (including interim and/or appellate reliefs) over all the matters arising out of the arbitration proceedings mentioned hereinbelow, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996.

Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference, or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such 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, as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall (seat and venue) take place in New Delhi, 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. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The disputing parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

This Letter of Indemnity may be amended or altered only with the prior written approval of all the BRLMs.

The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of the Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, express or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.

In the event of any inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

Any notice or other communication given pursuant to this Letter of Indemnity or the Registrar Agreement must be in writing and (a) delivered personally, (b) sent by tele or email, (c) or sent by registered mail, postage prepaid, address of the party specified herein below, as may be designated in writing by such party. All notices and other

communications required or permitted under this Letter of Indemnity that are addressed if delivered personally be deemed given upon delivery; if delivered by tele be deemed to be electronically confirmed and if sent by registered post/speed post, be deemed given when received. This Letter of Indemnity may be executed (i) 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, or (ii) 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.

The address of the Registrar and the BRLMs for the purposes of communication / giving notices under this Letter of Indemnity is as follows:

In case of the Registrar, to:

Link Intime India Private Limited

C 101,
247 Park, L.B.S. Marg
Vikhroli (West)
Mumbai 400 083
Maharashtra, India
Tel: +91 22 4918 6000
E-mail: haresh.hinduja@linkintime.co.in
Website: www.linkintime.co.in
Contact Person: Haresh Hinduja, Head- Primary Market
Registration No.: INR000004058

If case of the BRLMs, to:

Axis Capital Limited

1st Floor, Axis House,
C-2 Wadia International Centre,
P. B. Marg, Worli,
Mumbai – 400025
Maharashtra, India
Tel: 022 4325 2108
Email: natarajan.mahadevan@axiscap.in

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi, Mumbai 400 025
Maharashtra, India
Tel: +91 22 6630 3584
Email: Gitesh.Vargantwar@jmfl.com

DAM Capital Advisors Limited

(Formerly IDFC Securities Limited)
One BKC, Tower C,
15th Floor, Unit No. 1511,
Bandra Kurla Complex, Bandra (East),
Mumbai - 400051
Maharashtra, India
Tel: +91 22 4202 2500
Email: rajesh@damcapital.in

All capitalized terms not defined herein, unless specifically defined in the Registrar Agreement or required by the context in which they are referred to, shall have a meaning ascribed to such terms in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer.

Yours sincerely,

ANNEXURE I

S. No.	Name of the Selling Shareholder	Date of consent letter	Date of board resolution/ corporate authorization	Maximum number of Offered Shares
<i>Promoter Group Selling Shareholders</i>				
1.	The Karan Soni 2018 Nevada Trust	CG-NG March 28, 2022	-	1,700,000
2.	The Meher Soni 2018 Nevada Trust	CG-NG March 28, 2022	-	1,700,000
3.	Pamela Soni	March 28, 2022	-	2,250,000
<i>Investor Selling Shareholders</i>				
4.	Ashoka Investment Holdings Limited	April 25, 2022	April 7, 2022	7,180,642
5.	Ambadevi Mauritius Holding Limited	April 25, 2022	April 7, 2022	2,154,192
<i>Individual Selling Shareholders</i>				
6.	Andrew Warren Code	March 10, 2022	-	177,378
7.	James Norman Hallene	March 10, 2022	-	177,378
8.	Kevin John Code	March 10, 2022	-	177,378
9.	Dennis Francis DeDecker	March 7, 2022	-	57,420
10.	Melvin Keith Gibbs	March 7, 2022	-	41,730
11.	Walter James Gruber	March 28, 2022	-	24,706
12.	Wendy Reichard Hammen	March 9, 2022	-	21,556
13.	Mark Louis Dawson	March 28, 2022	-	20,870
14.	Bradley Lorenz Miller	March 8, 2022	-	16,366
15.	Mary Louise Arp	March 28, 2022	-	10,440
16.	Diana Lynn Craig	March 8, 2022	-	8,340
17.	Marc Christopher Dorau	March 9, 2022	-	7,710
18.	Craig A Johnson	March 28, 2022	-	5,010
19.	Misty Marie Garcia	March 28, 2022	-	826

This signature page forms an integral part of the Letter of the Indemnity to the Registrar Agreement for the initial public offering of Uniparts India Limited

For and on behalf of Link Intime India Private Limited



Authorised Signatory

Name: Dnyanesh Gharote

Designation: Vice President

This signature page forms an integral part of the Letter of the Indemnity to the Registrar Agreement for the initial public offering of Uniparts India Limited

For and on behalf of **Axis Capital Limited**

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

(Authorised Signatory)

Name: Pratik Pednekar

Designation: Assistant Vice President

This signature page forms an integral part of the Letter of the Indemnity to the Registrar Agreement for the initial public offering of Uniparts India Limited

For and on behalf of **DAM Capital Advisors Limited**
(Formerly IDFC Securities Limited)

Sachin Chandiwal



(Authorised Signatory)

Name: Sachin K. Chandiwal

Designation: MD – Corporate Finance

This signature page forms an integral part of the Letter of the Indemnity to the Registrar Agreement for the initial public offering of Uniparts India Limited

For and on behalf of JM Financial Limited

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

(Authorised Signatory)

Name: Gitesh Vargantwar

Designation: Vice President