



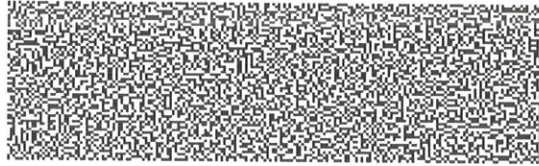
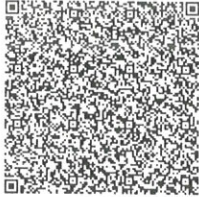
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA88154131424101W
Certificate Issued Date : 16-Aug-2024 01:00 PM
Account Reference : NONACC/ kakscsa08/ PEENYA INDUSTRIAL AREA1/ KA-RJ
Unique Doc. Reference : SUBIN-KAKAKSCSA0828276103750389W
Purchased by : KFIN TECHNOLOGIES LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : LETTER OF INDEMNITY TO REGISTRAR AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : KFIN TECHNOLOGIES LIMITED
Second Party : ANAND RATHI ADVISORS LTD EQUIRUS CAPITAL PVT LTD
Stamp Duty Paid By : KFIN TECHNOLOGIES LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED BY KFIN TECHNOLOGIES LIMITED IN FAVOUR OF ANAND RATHI ADVISORS LIMITED AND EQUIRUS CAPITAL PRIVATE LIMITED PURSUANT TO THE REGISTRAR AGREEMENT ENTERED BETWEEN THE COMPANY, KFIN TECHNOLOGIES LIMITED AND THE SELLINGSHAREHOLDERS.

Statutory Alert:

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

KARNATAKA STATE CO-OP SOCIETIES ASSOCIATIONS REGD. PEENYA BRANCH BANGALORE 560 058

Annexure B

LETTER OF INDEMNITY

Date: August 19, 2024

Anand Rathi Advisors Limited

11th Floor, Times Tower, Kamla Mills Compound,
Senapati Bapat Marg, Lower Parel
Mumbai 400 013,
Maharashtra, India

Equirus Capital Private Limited

1201, C Wing, Marathon Futurex,
N.M. Joshi Marg, Lower Parel
Mumbai 400 013,
Maharashtra, India

(Anand Rathi Advisors Limited and Equirus Capital Private Limited, are appointed in relation to the Offer and along with any other book running lead managers that are appointed in relation to the Offer are referred to as the “Book Running Lead Managers” or “BRLMs”.)

Respected Madam/Sir,

Re: Letter of indemnity (“Letter of Indemnity”) to the BRLMs by KFin Technologies Limited (the “Registrar”) pursuant to the Registrar Agreement entered into among Unimech Aerospace and Manufacturing Limited (the “Company”), the Registrar, Ramakrishna Kamojhala, Mani P, Rajanikanth Balaraman, Preetham S V and Rasmi Anil Kumar (together the “Selling Shareholders”) dated August 19, 2024 as may be amended from time to time (the “Registrar Agreement”)

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (“**Equity Shares**”) comprising a fresh issue of Equity Shares (“**Fresh Issue**”) and an offer for sale of Equity Shares (“**Offered Shares**”) by the Selling Shareholders (and such offer for sale, the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), through the book building method (“**Book Building**”), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”), at such price as may be determined or discovered through the book building process (the “**Book Building**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations and as agreed to by the Company and, in consultation with the book running lead manager to the Offer, namely Anand Rathi Advisors Limited, Equirus Capital Private Limited along with any other book running lead managers that are appointed in relation to the Offer (the “**Book Running Lead Managers**” or “**BRLMs**”), (the “**Offer Price**”) in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Laws (as defined below). The Offer includes an issue (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations; and (ii) outside the United States, to institutional investors in “offshore transactions” as defined in and under Regulation S under the U.S. Securities Act (“**Regulation S**”) and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Manager, on discretionary basis, in accordance with SEBI ICDR Regulations. The Company, in consultation with the BRLMs, may consider a Pre-IPO Placement of Equity Shares for cash consideration, prior to filing of the Red Herring Prospectus with Registrar of Companies, Karnataka at Bangalore (the “**RoC**”). If the Pre-IPO Placement is completed, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement, subject to the Fresh Issue complying with the minimum issue size requirements prescribed under Rule 19(2)(b) of the SCRR and Schedule XVI (1) of the SEBI ICDR Regulations.
2. The Registrar has been approached and appointed as the registrar and share transfer agent to the Offer (“**Registrar to the Offer**”) by the Company and the Selling Shareholders, after consultation with the

BRLM, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Offer and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) and the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India (the “**SEBI**”), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. In this regard, the Registrar has entered into the Registrar Agreement. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount (“**ASBA**”) and Unified Payments Interface (“**UPI**”) and other applicable law in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of the time prescribed within which the allotment and listing of the Equity Shares should be completed and its duties, responsibilities, obligations and the consequences of any failure, default or error on its part. The board of directors of the Company by its resolution dated January 29, 2024 has approved the appointment of KFin Technologies Limited as the Registrar to the Offer.

3. The Registrar is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000000221 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the “Assignment” and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable law), and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement and this Letter of Indemnity.
4. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is error or failure to perform the Assignment by the Registrar and/ or default or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and/or any other legal requirement applicable in relation to the Offer. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity.
5. 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) To ensure compliance with applicable laws, including provisions of (i) SEBI RTA Master Circular, (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) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (vi) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 along with (a) the circulars issued by the National Stock Exchange of India Limited having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022; and (b) the circulars issued by BSE Limited having reference no. 20220722- 30 dated July 22, 2022 and reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the “**UPI Circulars**”), (vii) the SEBI ICDR Regulations, SEBI ICDR Master Circular, the Companies Act, RTA Regulations; and not limited to the provisions of the UPI Circulars and any subsequent circulars or notifications issued by SEBI in this regard, the SEBI ICDR Regulations, as amended; and
 - (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
6. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar hereby executes and delivers this Letter of Indemnity to the BRLMs and agrees to indemnify, and keep indemnified and hold harmless the BRLMs, and any of the BRLMs’ affiliates and each of their respective partners, directors, management, representatives, officers, employees, successors, permitted assigns, advisors, intermediaries and agents or other persons acting on its behalf and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the “**BRLMs’ Indemnified**”).

Parties”) at all times from and against any and all suits, proceedings of whatever nature made, suffered or incurred, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, proceedings including without limitation, legal expenses (including attorney’s fees and court costs), accounting fees, investigation costs, losses arising from the difference or fluctuation in exchange rates of currencies, and all other liabilities, costs and all other demands which may be made or commenced against any of the BRLMs’ Indemnified Parties by any Bidders (including ASBA bidders) or holder of the Equity Shares issued/ transferred or by any other third party against any of the BRLMs’ Indemnified Parties including but not limited to arising out of or in connection with:

- (a) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement;
 - (b) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority;
 - (c) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under the Agreement, the Assignment, or this Letter of Indemnity;
 - (d) any fine imposed by the SEBI or any other regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority against any of the Indemnified Parties;
 - (e) if any information provided to the Company, Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect; or
 - (f) or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of duties, obligations and responsibilities on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable law.
7. The Registrar shall further indemnify and refund all costs incurred by the BRLMs’ Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental and/or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the BRLMs’ Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law.
 8. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
 9. 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 or 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 Party may have as per applicable law, equity or otherwise as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of any indemnifying party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
 10. The Registrar hereby agrees that failure of any of the BRLMs’ 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 BRLMs’ Indemnified Party of any of its rights established herein.
 11. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.

12. The Registrar acknowledges and agrees that the BRLMs shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or 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. Further, the Company and the Selling Shareholders entering into the Registrar Agreement is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLMs.
13. In the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
14. 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.
15. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, the Red Herring Prospectus and Prospectus to be filed by the Company with the Registrar of Companies and the stock exchanges, as may be applicable.
16. 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, including without limitation, the execution, validity, existence, interpretation, implementation, termination or expiration, breach or alleged breach of this Letter of Indemnity (the “**Dispute**”), the BRLMs, individually or jointly, and the Registrar (the “**Disputing Parties**”), if the resolution of the Dispute through the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with the master circular dated December 28, 2023 bearing reference SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and as amended and updated from time to time, (collectively “**SEBI ADR Procedures**”) and in force at the time of the Dispute, is mandatory under the Applicable Law, or applicable to the Disputing Parties under the law applicable to the Agreement in connection with the Offer, shall resolve the Dispute through the dispute resolution mechanism and procedures in accordance with the mechanism prescribed under Paragraph 3(b) of SEBI ADR Procedures.
17. If the resolution of the Dispute through the SEBI ADR Procedures is not mandatory under the Applicable Law, or not applicable to the Disputing Parties under the law applicable to the Agreement in connection with the Offer, the Disputing Parties shall provide a written notice (“**Dispute Notice**”) to the other party(ies) that a Dispute has arisen and invite the other party in the first instance to resolve the Dispute through independent institutional mediation. All Disputes which remain unresolved for a period of seven Business Days after receipt of a Dispute Notice (or such longer period as the Disputing Parties may agree to in writing) shall be referred to and finally be resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre of International Arbitration (“**MCIA Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The arbitration administered under the MCIA Rules at Clause 46 above shall be conducted as follows:

- a. all proceedings in any such arbitration shall be conducted in the English language;
- b. all Disputes between the Company and/or the Selling Shareholders and the Registrar arising out of or in connection with this Agreement shall be referred to or submitted to arbitration seated in Mumbai;
- c. the arbitral tribunal shall comprise of three arbitrators. The claimants in the Dispute shall collectively appoint one arbitrator and the respondents in the Dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator who shall act as the presiding arbitrator. 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 the MCIA Rules. The arbitrators so appointed shall have at least three years of relevant expertise in the area of securities and/or commercial laws;

- d. the arbitrators shall have the power to award interest on any sums awarded;
- e. the arbitration award shall state the reasons on which it was based;
- f. the arbitration award shall be final, conclusive and binding on the Company and the Registrar and shall be subject to enforcement in any court of competent jurisdiction;
- g. the Disputing Parties shall share their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
- h. the arbitrators may award to a Disputing Party that substantially prevails on merits, its costs and actual expenses (including actual fees of its advocates and arbitration proceedings); and
- i. the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

18. 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 the disputes 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.

19. Any notice, communication or documents to be issued under this Letter of Indemnity or the Registrar Agreement may be given by personal delivery, registered/speed post or email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email upon transmission thereof.

All notices to the Parties shall be addressed as under:

In case of the BRLMs:

Anand Rathi Advisors Limited

11th Floor, Times Tower, Kamla Mills Compound,
Senapati Bapat Marg, Lower Parel
Mumbai 400 013,
Maharashtra, India

Telephone: +91 22 4047 7120

E-mail: ipo.unimech@rathi.com

Contact person: Arpan Tandon

Equirus Capital Private Limited

12th Floor, C Wing, Marathon Futurex
N M Joshi Marg, Lower Parel
Mumbai – 400 013
Maharashtra, India.

Telephone: +91 22 4332 0736

E-mail: unimech.ipo@equirus.com

Attention: Ankesh Jain / Malay Shah

In case of the Registrar:

KFin Technologies Limited

Selenium Tower B, Plot No.31-32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad-500032, Telangana, India

Phone: +91 40 6716 2222/1800 309 4001

E-mail: einward.ris@kfintech.com

Attention: M Murali Krishna

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **KFin Technologies Limited**




Authorized Signatory
Name: M.Murali Krishna
Designation: Vice President
Date: August 19, 2024

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **Anand Rathi Advisors Limited**



Authorized Signatory

Name: Samir Bahl

Designation: CEO – Investment Banking

Date: 19th August 2024

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year first above written.

For and on behalf of **Equirus Capital Private Limited**



Authorized Signatory

Name: Munish Aggarwal

Designation: Managing Director – ECM

Date: August 19, 2024