



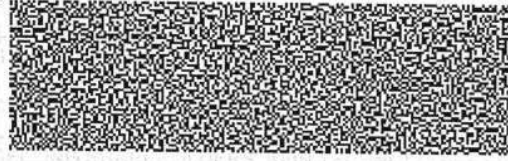
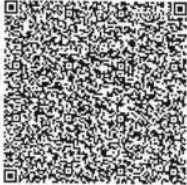
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA88097096630306W  
Certificate Issued Date : 06-Dec-2024 04:10 PM  
Account Reference : NONACC (FI)/ kakscsa08/ PEENYA INDUSTRIAL AREA1/ KA-RJ  
Unique Doc. Reference : SUBIN-KAKAKSCSA0816036735815640W  
Purchased by : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
Description of Document : Article 5(J) Agreement (in any other cases)  
Property Description : INDEMNITY LETTER FOR SHARE ESCROW AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
Second Party : ANAND RATHI ADVISORS LTD EQUIRUS CAPITAL PVT LTD  
Stamp Duty Paid By : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



RS. 500

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY TO THE SHARE ESCROW AGREEMENT DATED DECEMBER 11, 2024, ENTERED BY AND BETWEEN THE KFIN TECHNOLOGIES LIMITED, ANAND RATHI ADVISORS LIMITED AND EQUIRUS CAPITAL PRIVATE 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.



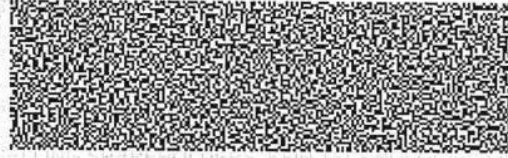
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**Government of Karnataka**

**e-Stamp**

**Certificate No.** : IN-KA88181212110361W  
**Certificate Issued Date** : 06-Dec-2024 04:50 PM  
**Account Reference** : NONACC (FI)/ kakscsa08/ PEENYA INDUSTRIAL AREA1/ KA-RJ  
**Unique Doc. Reference** : SUBIN-KAKAKSCSA0816141215960451W  
**Purchased by** : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : INDEMNITY LETTER FOR SHARE ESCROW AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
**Second Party** : ANAND RATHI ADVISORS LTD EQUIRUS CAPITAL PVT LTD  
**Stamp Duty Paid By** : KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



RS. 500

06-DEC-2024 04:50 PM

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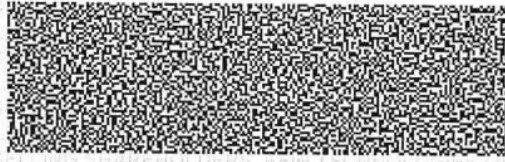
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

**e-Stamp**

<b>Certificate No.</b>	: IN-KA88188542989805W
<b>Certificate Issued Date</b>	: 06-Dec-2024 04:54 PM
<b>Account Reference</b>	: NONACC (FI)/ kakscsa08/ PEENYA INDUSTRIAL AREA1/ KA-RJ
<b>Unique Doc. Reference</b>	: SUBIN-KAKAKSCSA0816142737826265W
<b>Purchased by</b>	: KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS
<b>Description of Document</b>	: Article 5(J) Agreement (in any other cases)
<b>Property Description</b>	: INDEMNITY LETTER FOR SHARE ESCROW AGREEMENT
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS
<b>Second Party</b>	: ANAND RATHI ADVISORS LTD EQUIRUS CAPITAL PVT LTD
<b>Stamp Duty Paid By</b>	: KFIN TECHNOLOGIES LIMITED AND SELLING SHAREHOLDERS
<b>Stamp Duty Amount(Rs.)</b>	: 500 (Five Hundred only)



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KARNATAKA GOVERNMENT OF KARNATAKA

## ANNEXURE I

### LETTER OF INDEMNITY

Date: December 11, 2024

To:

**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**

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

(collectively referred to as the “**Book Running Lead Managers**” or “**BRLMs**” in relation to the Offer)

Respected Madam/Sir,

Re: **Letter of indemnity in favour of the BRLMs by KFin Technologies Limited (the “Share Escrow Agent” and such letter, the “Letter of Indemnity”) pursuant to the share escrow agreement dated December 11, 2024 entered into by and amongst Unimech Aerospace and Manufacturing Limited (the “Company”), Ramakrishna Kamojhala, Mani P, Rajanikanth Balaraman, Preetham S V, and Rasmi Anil Kumar (the “Selling Shareholders”) and the Share Escrow Agent (the “Share Escrow Agreement”).**

1. The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of face value of ₹ 5 each of the Company (“**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 2,500 million (“**Fresh Issue**”) and an offer for sale of such number of Equity Shares aggregating up to ₹ 2,500 million by the Selling Shareholders (the “**Offer for Sale**”, and such Equity Shares, the “**Offered Shares**”) (the Offer for Sale together with the Fresh Issue, 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 other applicable laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations by the Company in consultation with the BRLMs (the “**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in compliance with Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (“**U.S. Securities Act**”); and (ii) outside the United States and India, to institutional investors in offshore transactions in compliance with Regulation S and exemptions for non-public offerings where those offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
2. The Company has appointed the BRLMs in relation to the Offer.

KFin Technologies Limited has been appointed as the share escrow agent (“**Share Escrow Agent**”) in relation to the Offer by the Company, and the Selling Shareholders in accordance with the Share Escrow Agreement. The Share Escrow Agent confirms that it has read and fully understands the SEBI ICDR Regulations, the Companies Act and all applicable laws, including relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (“**SEBI**”) in so far as they are applicable to its scope of work undertaken pursuant to the Share Escrow Agreement and is fully aware of its obligations and the consequences of any default on its part. The Share Escrow Agent acknowledges that the BRLMs may be exposed to liabilities or losses if there is error and/or

failure by the Share Escrow Agent in complying with any of its duties, obligations and responsibilities under the Share Escrow Agreement and any other legal requirement applicable in relation to the Offer.

4. The Share Escrow Agent undertakes to the BRLMs that it shall act with care and exercise skill and due diligence and within the timelines prescribed while discharging its obligations under the Share Escrow Agreement and this Letter of Indemnity. The Share Escrow Agent further represents, warrants and undertakes to the BRLMs to: (i) implement all written instructions, including electronic instructions, provided to it by the Company or the Selling Shareholders, as the case may be, in accordance with the terms of the Share Escrow Agreement; (ii) provide all notices and intimations to the BRLMs as contemplated under the Share Escrow Agreement; (iii) ensure that the Escrow Demat Account (as defined in the Share Escrow Agreement) will not be operated in any manner and for any purpose other than as provided in the Share Escrow Agreement; (iv) ensure compliance with all applicable laws; and (v) comply with the terms and conditions of the Share Escrow Agreement and this Letter of Indemnity.
5. Further, pursuant to the provisions of the Share Escrow Agreement and in consideration of its appointment as the Share Escrow Agent, the Share Escrow Agent has undertaken to execute and deliver this Letter of Indemnity to the BRLMs to, absolutely, irrevocably and unconditionally, indemnify, at all times, the BRLMs and its respective Affiliates and each of its directors, management, representatives, officers, employees, associates, managers, advisors, successors, intermediaries and authorised agents or other persons acting on its behalf and permitted assigns 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**”) from and against any and all causes of action, unreasonable delay, suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, claims for fees, costs, charges, other professional fees and expenses, including without limitation, interest, fines, penalties, attorney's fees, accounting fees, losses of whatsoever nature (including reputational) made, suffered or incurred arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs including pursuant to any legal proceedings instituted or threatened against the BRLMs or the BRLMs’ Indemnified Persons or any other party (“**Losses**”). Please note, the BRLMs may assign its rights, interests or obligations under this Letter of Indemnity in part or as a whole to the extent permitted under Applicable Law to an Affiliate without the consent of or prior intimation to the other Parties.
6. Accordingly, the Share Escrow Agent hereby irrevocably and unconditionally fully indemnifies the BRLMs and the BRLMs’ Indemnified Party at all times from and against all Losses arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial and/or administrative authority of the Share Escrow Agent and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf under the Agreement and this Letter of Indemnity, or any of the terms and conditions set out in the Share Escrow Agreement, or any delay, failure, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Share Escrow Agent’s duties, obligations and responsibilities under the Share Escrow Agreement and this Letter of Indemnity, including without limitation in relation to any omission or failure to perform its duties, obligations and responsibilities under the Share Escrow Agreement. The Share Escrow Agent shall further indemnify, reimburse and refund all costs incurred by the BRLMs’ Indemnified Persons in connection with investigating, preparing or defending any investigative, administrative, judicial 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 the BRLMs’ Indemnified Persons is a party, including in addressing investor complaints which otherwise would have been addressed by the Share Escrow Agent in the performance of the services contemplated under the 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 or regulatory authority or a court of law.
7. The Share Escrow Agent acknowledges and agrees that entering into the Share Escrow Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity.
8. This Letter of Indemnity shall be effective from the date of execution of the Share Escrow Agreement

and shall survive the expiry or termination of the Share Escrow Agreement. The provisions of this Letter of Indemnity shall not be affected by any limitations or other clauses/ sections set out in the Share Escrow Agreement and shall be in addition to any other rights that the BRLMs' Indemnified Party may have at common law or otherwise. In the event of any conflict or inconsistency between the Share Escrow Agreement and the Letter of Indemnity, the Letter of Indemnity shall prevail.

9. The Share Escrow Agent acknowledges and agrees that the BRLMs shall have all the rights specified under the provisions of the Share Escrow Agreement but shall not have any obligations or liabilities to the Share Escrow Agent or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Share Escrow Agreement or this Letter of Indemnity.
10. Notwithstanding anything contained in the Share Escrow Agreement, 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 (the "**Disputing Parties**") shall by notice in writing to each other refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-3/P/CIR/2023/195 ("**SEBI ODR Circular**"), which the parties have elected to follow for the purposes of this letter of indemnity, provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

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 Clause 10.

11. All capitalised terms set forth herein that are not defined herein shall have the respective meanings ascribed to such terms in the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer and the Share Escrow Agreement dated December 11, 2024. All terms and conditions mentioned in the Share Escrow Agreement will apply to this Letter of Indemnity, wherever and to the extent applicable. In case of any inconsistency between this Letter of Indemnity and the Share Escrow Agreement, the terms of this Letter of Indemnity shall prevail.
12. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLMs. The Share Escrow Agent shall inform the BRLMS of any termination/ amendment to the Share Escrow Agreement and provide the BRLMs a copy of such termination/ amendment.
13. 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.
14. Any notices, requests, demands or other communication required or permitted to be given under this Letter of Indemnity or for the purpose of this Letter of Indemnity shall be written in English and shall be delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as follows, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email).

**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  
**Investor Grievance E-mail:** grievance.ecm@rathi.com  
**Website:** www.anandrathiib.com  
**Contact Person:** Mr. Samir Bahl  
**Designation:** CEO – Investment Banking

**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 0700  
**E-mail:** unimech.ipo@equirus.com  
**Attention:** Ankesh Jain  
**Designation:** Associate Director

**In case to the Share Escrow Agent:**

**KFin Technologies Limited**  
Selenium Tower B, Plot No.31-32, Gachibowli,  
Financial District, Nanakramguda, Serilingampally,  
Hyderabad-500032, Telangana, India  
**Tel:** +91 40 6716 2222  
**E-mail:** uaml.ipo@kfintech.com  
**Attention:** M. Murali Krishna

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*[SIGNATURE PAGES FOLLOW]*

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED AMONG THE KFIN TECHNOLOGIES LIMITED AND THE ANAND RATHI ADVISORS LIMITED AND EQUIRUS CAPITAL PRIVATE LIMITED IN RELATION TO THE SHARE ESCROW AGREEMENT EXECUTED AMONG.**

**IN WITNESS WHEREOF**, this Letter of Indemnity has been executed by the parties or their duly authorized signatories the day and year first above written.

**SIGNED FOR AND ON BEHALF OF KFIN TECHONOLOGIES LIMITED**

*M. Murali Krishna*



\_\_\_\_\_  
Name: M. Murali Krishna  
Designation: Sr. Vice President



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED AMONG THE KFIN TECHNOLOGIES LIMITED AND THE ANAND RATHI ADVISORS LIMITED AND EQUIRUS CAPITAL PRIVATE LIMITED IN RELATION TO THE SHARE ESCROW AGREEMENT EXECUTED AMONG.**

**IN WITNESS WHEREOF**, this Letter of Indemnity has been executed by the parties or their duly authorized signatories the day and year first above written.

**SIGNED FOR AND ON BEHALF OF ANAND RATHI ADVISORS LIMITED**

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular blue stamp. The stamp contains the text "Anand Rathi Advisors Limited" around the perimeter and "Mumbai 400015" in the center.

Name: Samir Bahl

Designation: CEO, Investment Banking

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY EXECUTED AMONG THE KFIN TECHNOLOGIES LIMITED AND THE ANAND RATHI ADVISORS LIMITED AND EQUIRUS CAPITAL PRIVATE LIMITED IN RELATION TO THE SHARE ESCROW AGREEMENT EXECUTED AMONG.**

**IN WITNESS WHEREOF**, this Letter of Indemnity has been executed by the parties or their duly authorized signatories the day and year first above written.

**SIGNED FOR AND ON BEHALF OF EQUIRUS CAPITAL PRIVATE LIMITED**

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "EQUIRUS CAPITAL PVT. LTD." around the perimeter and "MUMBAI" in the center, with a small star at the bottom.

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Name: Ankesh Jain  
Designation: Associate Director  
Date: December 11, 2024