

THIS MONITORING AGENCY AGREEMENT (THE "AGREEMENT") is entered into this 5th day of January, 2026 at Mumbai by and between:

**Optivalue Tek Consulting Limited**, a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at 607, 6th Floor, Surya Kiran Building 19 K G Marg, Connaught Place, Central Delhi, New Delhi, India -110001, (hereinafter referred to as the "Issuer" or the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

**Acuite Ratings & Research Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 708, Lodha Supremus, Lodha iThink Techno Campus, Kanjurmarg (East), Mumbai - 400 042, in the capacity of Monitoring Agency appointed in terms of the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (hereinafter referred to as "Acuite" or the "Monitoring Agency", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**.

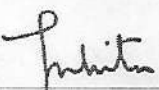
The Company and the Monitoring Agency are hereinafter individually referred to as a "Party" and collectively as "Parties".

**WHEREAS:**

- A. In terms of Regulation 262 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), as amended and other applicable laws, if any, the Company is required to appoint a monitoring agency for monitoring the Gross Proceeds (as defined hereinafter) from the Issue in accordance with the terms of the Objects of the Issue (as defined hereinafter) in the Prospectus / Letter of Offer.
- B. At the request of the Company, Acuite has agreed to act as the monitoring agency for the Company's Issue and shall monitor the use of the Gross Proceeds of the Issue in accordance with the terms of the Objects of the Issue in the Prospectus / Letter of Offer.
- C. This Agreement is executed and delivered to define the obligations of the Company to deposit the amount raised through the Issue in a separate bank account (as defined in the Prospectus / Letter of Offer) and the role of the Monitoring Agency to monitor the flow of the Gross Proceeds as per the schedule of utilization of proceeds as provided in the Prospectus / Letter of Offer.


**NOW THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

For Acuite Ratings & Research Limited

  
Authorized Signatory  
Name: Chitra Mohan  
Designation: VP – Compliance & Group CS



For Optivalue Tek Consulting Limited

  
Authorized Signatory with the Company's rubber stamp  
Name: Ashish Kumar  
Designation: Managing Director



## 1. DEFINITIONS & INTERPRETATIONS

### 1.1 Definitions:

"Applicable Laws" shall include: (i) the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992 ("SEBI Act"), the SEBI Regulations like the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("SEBI ICDR Regulations"), as amended and all other applicable laws, including the law of any applicable foreign jurisdiction which may apply to the Issue; and (ii) all applicable laws which may apply to the Parties to this Agreement, including rules, circulars, directions, guidelines, bye-laws, regulations and notifications made thereunder and having the force of law, including policies and administrative and departmental regulations and guidelines of Governmental Authorities, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.

"Business Days" shall mean all days other than Saturday or Sunday or a public holiday on which commercial banks in Mumbai are open for business.

"Issue" shall mean any of the methods (i.e. Public Issue, Rights Issue, Preferential Issue, etc.) used by the Company to raise capital as per the Applicable Laws, for the purposes as provided in the Objects of the Issue section of the Prospectus / Letter of Offer.

"Report" shall mean the report(s) issued by the Monitoring Agency (monitoring the use of Gross Proceeds) that the Gross Proceeds have been utilized for the purpose as mentioned in the utilization schedule of the Prospectus / Letter of Offer. The Report shall be submitted to the Company in the format prescribed under the extant SEBI Regulations.

"Gross Proceeds" shall mean total proceeds from the Issue.

"Letter of Offer" shall mean the final Letter of Offer to be filed with the Stock Exchanges and SEBI.

"Prospectus" shall mean the Prospectus to be filed by the Company with the RoC, in respect of the Issue.

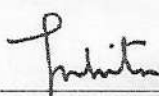
"Objects of the Issue" or "Objects" shall be the objects of the Issue as set out in the Prospectus / Letter of Offer.

"Net Proceeds" for the purposes of this Agreement, shall mean the Gross Proceeds less Issue related expenses and the portion of the Gross Proceeds allocated towards general corporate purposes as set out in the Prospectus / Letter of Offer.

"Stock Exchanges" shall collectively mean the BSE Limited and the National Stock Exchange of India Limited and/or any other stock exchange where the shares may be listed.

"Issue Proceeds" shall mean the proceeds of the Issue that are available to the Company.

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Name: Ashish Kumar

Designation: Managing Director

Terms not defined under this Clause or in this Agreement shall have the meaning ascribed to them in the Prospectus / Letter of Offer, unless the context specified otherwise.

- 1.2 In this Agreement, unless the context otherwise requires:
- words denoting the singular number shall include the plural and *vice versa*;
  - words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
  - heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
  - references to the word "include" or "including" shall be construed without limitation;
  - references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
  - references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
  - a reference to an article, clause, section, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, schedule or annexure of this Agreement; and
  - unless otherwise defined, reference to the word 'days' shall mean calendar days.

In case of any inconsistency of any of the terms of this Agreement and the Prospectus / Letter of Offer, the terms of Prospectus / Letter of Offer shall prevail.

## 2. USE OF GROSS PROCEEDS / ISSUE PROCEEDS

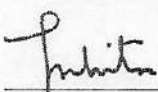
The Company proposes to raise capital by way of Issue for the purposes as set out under the 'Objects of the Issue' section in the Red Herring Prospectus and the Prospectus / Letter of Offer. The Company shall ensure that the Gross Proceeds are utilized for the purposes as are set out in the Prospectus / Letter of Offer.

## 3. APPOINTMENT, SCOPE & RESPONSIBILITIES OF MONITORING AGENCY & THE COMPANY

### 3.1 Monitoring Agency:

- The Company hereby appoints Acuite as the Monitoring Agency and Acuite agrees to act as the Monitoring Agency in accordance with the terms and conditions of this Agreement.
- Acuite in its capacity as the Monitoring Agency shall fulfil such duties and obligations as may be required to be fulfilled by it in such capacity under the SEBI ICDR Regulations, including the following:
  - Delivering the monitoring Report to the Company in the format as prescribed under the SEBI ICDR Regulations, on a quarterly basis (or any other frequency as prescribed by SEBI in the ICDR Regulations from time to time); and
  - Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations or any other Applicable Laws or required by the Stock Exchanges and in accordance with the terms of this Agreement to discharge its responsibilities as the Monitoring Agency.
  - Review of the information / documents / statements (including bank statements) received from the Company with regard to the use of the Issue Proceeds including the status of implementation

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- of the activities proposed to be funded out of the Issue Proceeds as stated in the Prospectus / Letter of Offer.
- iv. The Monitoring Agency depends solely on the declarations by the management of the Company and the auditors / consultants appointed by the Company. In case the Monitoring Agency is not satisfied with the responses or the representations, it reserves the right to issue a qualified report in instances where it deems fit and shall highlight its concerns along with reasons. The Monitoring Agency also reserves the right to highlight any such concerns to SEBI.
  - v. In case the Company defaults in sharing the required information on a timely basis and timely or payment of quarterly monitoring agency fees, then the Monitoring Agency may qualify its report duly capturing any non-cooperation from Company in terms of sharing the requisite information or non-payment of the fee. The Monitoring Agency may also inform SEBI and Stock Exchanges of any such non-cooperation.
- c. The Monitoring Agency will be responsible for the following:
- i. Maintain confidentiality of the information / documents / statements received from the Issuer, even after the publication of the Monitoring Agency report. It shall not make public or disclose any information received by it from the Issuer to any other party except to SEBI, Stock Exchanges or other statutory authority, to the extent it is required to perform its obligations under SEBI ICDR Regulations. However, this does not preclude the credit ratings activity utilising the insights gained from the monitoring agency activity in general and post publication of the Report or utilising the information received from the Issuer in specific, for forming credit opinions.
  - ii. Share a draft Report with the Company and give reasonable time to the Company to provide additional information or clarifications on the draft, before finalising the Report. In case no additional information is received from the Issuer, the Monitoring Agency will finalise the Report.

### 3.2 Company:

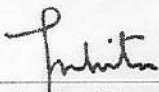

The Company shall have the following responsibilities towards the Monitoring Agency:

- a. The Company will on a quarterly basis, provide statement of usage of Issue Proceeds and a certificate from the statutory auditor, banks, management / directors of the Company and any other authorised personnel, consultants or experts, as the case may be.
- b. The Company will provide all such information / documents / opinion / certifications / approvals that are necessary for the Monitoring Agency to effectively perform its duties in accordance with the SEBI ICDR Regulations.
- c. All the required information will be provided as per agreed timelines.
- d. The Company shall inform the Monitoring Agency, of any deviation from the Objects of the Issue. Board resolution and shareholders resolution authorizing the deviation shall be provided to the Monitoring Agency.
- e. Make all the payments as agreed in the contract, including any expenses borne towards incidentals, to the extent agreed upon in the contract.



### 4. MONITORING AGENCY FEES

- 4.1. In consideration of Acuite acting as the Monitoring Agency, the non-refundable yearly monitoring agency fees of Rs. 12,50,000 /- (Rupees Twelve Lakh and Fifty Thousand only) plus taxes as applicable, for the first year, as mutually agreed between the Company and Acuite for its services as a Monitoring Agency shall be paid upfront at the time of execution of this Agreement. From next year onwards,

For Acuite Ratings & Research Limited

  
  
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For Optivalue Tek Consulting Limited

  
  
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 Name: Ashish Kumar  
 Designation: Managing Director

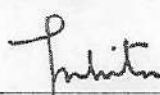
Acuite shall charge a non-refundable quarterly monitoring agency fees of Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand only) plus taxes as applicable, which shall be paid in advance (within 1 week of the beginning of the relevant quarter) by the Company in addition to reimbursement of all legal, travelling and other costs, charges and expenses which the Monitoring Agency or its officers, employees, or agents may incur in relation to the execution of this Agreement and/or any expense incurred while discharging their obligations under this Agreement during the term of its appointment.

- 4.2. In case the Company deducts any tax as applicable under the Income Tax Act, 1961 while making any payment to the Monitoring Agency, then the Company shall provide the tax deduction certificate evidencing such deduction and deposit thereof within the prescribed time to the Monitoring Agency.

**5. MONITORING THE USE OF ISSUE PROCEEDS**

- 5.1. The Company shall deposit the Issue Proceeds received through ASBA in its bank account (as defined in the Prospectus / Letter of Offer) to be maintained for this purpose and for utilization of the Issue Proceeds for purposes as set out in the chapter titled 'Objects of the Issue' in the Prospectus / Letter of Offer.
- 5.2. The Company recognizes that compliance by the Monitoring Agency with the terms of the SEBI ICDR Regulations is dependent upon its furnishing to the Monitoring Agency, the requisite information / documents as and when required by the Monitoring Agency.
- 5.3. In furtherance to the obligations of the Monitoring Agency, the Company shall inform the Monitoring Agency on a quarterly basis, in writing as to the use of the Issue Proceeds and shall be obliged to furnish such documents, papers and information as may be reasonably required for enabling the Monitoring Agency to effectively monitor the utilization of the Issue Proceeds (including bank statements) for the account mentioned in clause 5.1, in accordance with the provisions of SEBI ICDR Regulations.
- 5.4. The Company will arrange for a certificate from its statutory auditor on a quarterly basis as to the utilization of the Issue Proceeds for the purposes as mentioned in the chapter entitled 'Objects of the Issue' in the Red Herring Prospectus and the Prospectus / Letter of Offer as per the format specified in the SEBI ICDR Regulations. Upon receipt of such certificate, the Monitoring Agency will issue its Report, in line with the requirements outlined by the SEBI ICDR Regulations.
- 5.5. The Company shall inform the Monitoring Agency in the event that there is any deviation in the utilization of the Issue Proceeds. The Company shall provide the Monitoring Agency with a copy of the shareholders resolution authorizing the deviation in the use of the Issue Proceeds and such deviation shall be reported by the Monitoring Agency in their Report to the Company.
- 5.6. The Company will after the successful closure of the Rights Issue submit to the Monitoring Agency, an "Expected Disbursement Schedule" detailing the proposed utilization of the Issue Proceeds and also certifying that the same is for purposes as mentioned in the chapter entitled 'Objects of the Issue' of the Prospectus / Letter of Offer.

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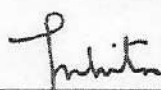
Designation: Managing Director

- 5.7. The Monitoring Agency shall have the right to inspect all records, registers and accounts of the Company as may be necessary for the purposes of carrying out its duties in accordance with the provisions hereof, provided that the Monitoring Agency has given at least 48 hours prior notice in writing to the Company in this behalf.
- 5.8. The Monitoring Agency reserves, the right to disclose the information pertaining to the account or the transactions therein to the necessary statutory/regulatory authorities, on receipt of instructions from the statutory / regulatory authorities or court orders.
- 5.9. In addition, to the above, the Company shall at its cost (including but not limited to cost of travel, boarding and lodging of the officials of the Monitoring Agency) provide all necessary assistance and infrastructure that may be required by the Monitoring Agency in connection with the performance of its duties pursuant to the SEBI ICDR Regulations and this Agreement.
- 5.10. The Company shall ensure that the Monitoring Agency's Report is placed before their Board of Directors for their comments as per Regulation 262 (3) of the SEDI ICDR Regulations.
- 5.11. The Company shall ensure that within forty-five days from the end of each quarter, the Report of the Monitoring Agency is publicly disseminated by uploading it on its website as well as submitting the same to the Stock Exchanges.
- 5.12. The Company shall provide a confirmation to the Monitoring Agency on a quarterly basis that they have complied with all the provisions of SEBI ICDR Regulations.

## 6. REPRESENTATION & WARRANTIES

- 6.1 As of the date of this Agreement, the Company represents and warrants to the Monitoring Agency that (which representations shall continue to be true and correct on each day during the currency of this Agreement):
- The Company has the right to enter into this Agreement and that it has taken all necessary corporate action to authorise the execution and delivery of this Agreement. The execution and delivery of this Agreement will not contravene any provisions of or constitute a default under any other agreement or instrument by which the Parties are bound;
  - The Company affirms that the signatory to this Agreement is duly authorized to enter into and sign this Agreement on behalf of the Company and bind the Company to perform the terms and condition of this Agreement.
  - The Company shall at any time and from time to time upon the reasonable written request of the Monitoring Agency promptly and duly deliver or permit the delivery of any and all such further details, information, instruments and documents as the Monitoring Agency may consider necessary for the purpose of monitoring the Gross Proceeds of the Issue.
  - This Agreement constitutes a valid, legal and binding obligations on it and is enforceable against it in accordance with the terms hereof;
- 6.2 As of the date of this Agreement, the Monitoring Agency represents and warrants to the Company that (which representations shall continue to be true and correct on each day during the currency of this Agreement):

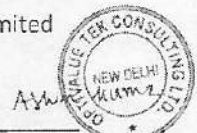
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Name: Chitra Mohan  
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For Optivalue Tek Consulting Limited



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Name: Ashish Kumar  
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- a. This Agreement constitutes a valid, legal and binding obligations on it and is enforceable against it in accordance with the terms hereof;
- b. The execution, delivery and performance of this Agreement and any other document related hereto by it has been duly authorized and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgement, decree or order of any governmental authority, (b) its organizational documents, or (c) any other agreement or instrument or undertaking to which it is a party or which is binding on it or any of its assets.
- c. It shall perform its duties with the highest standards of integrity and fairness and shall act in an ethical manner in all its dealings with the Company, investors, etc.;
- d. It shall act with due diligence, care and skill while discharging the work assigned to it in relation to monitoring of the Gross Proceeds;
- e. it will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Issue, its activities as the Monitoring Agency to the Issuer or contrary to the directions issued by SEBI or under any other Applicable Laws;
- f. It shall carry out its duties / responsibilities and complete all the formalities including corporate action within the specified time limits as required under law, including with respect to relevant statutes, guidelines issued by SEBI, Stock Exchange regulations, etc.; and
- g. It has due authority and valid registration as required under Applicable Law to act as the monitoring agency for the Issue and it is not prohibited from acting as a monitoring agency by any judicial, regulatory or administrative body.

#### 7. DIRECTIONS OF STOCK EXCHANGES / SEBI / STATUTORY AUTHORITIES

In the event any instructions are received from any of the Stock Exchanges or SEBI or any other statutory authorities to the effect that the Company's bank account/s shall be frozen or that the Company shall not be allowed to make any payments to any of the specified parties and the Company acknowledges the same and shall also abide by such instructions, however, the Company undertakes to immediately intimate, within 1 Business Day the Monitoring Agency, of such instruction/restriction unless such intimation is prohibited by Applicable Law or order of the court.

#### 8. RIGHTS AND DUTIES OF MONITORING AGENCY

The Monitoring Agency:

- a. shall, except to such extent as may otherwise be provided herein, refrain from exercising any right, power or discretion vested in it as agent;
- b. undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Monitoring Agency unless required under Applicable Law;
- c. may rely on and shall be fully protected in acting on, or in refraining from acting in accordance with, any resolution, certificate, certificate of auditors approved by the Company, or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the proper party or parties;
- d. may execute any of the powers hereunder or perform any duties hereunder through agents or attorneys, at its own cost and the Monitoring Agency shall be responsible for any misconduct or negligence on the part of any agent or attorneys appointed by it hereunder, provided the Company

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Name: Ashish Kumar

Designation: Managing Director



has been given intimation of appointment of such agents or attorneys and the Monitoring Agency has entered into arrangements / agreements with such agents or attorneys to indemnify the Monitoring Agency and the Company for all claims, losses, expenses and liabilities that the Monitoring Agency and/or Company might incur due the misconduct or negligence on the part of any such agent or attorneys;

## **9. INDEMNITY**

**9.1** The Monitoring Agency agrees to indemnify and hold harmless the Company (including their respective directors, officers, employees, agents and affiliates) (the 'Indemnified Party(ies)') and keep them fully indemnified against all costs, losses and damages that the Indemnified Parties may incur including all costs, losses and damages incurred owing to any litigation filed against it or arising out of any failure by the Monitoring Agency to provide the Report in accordance with the terms of this Agreement, subject however to the Company fulfilling its obligations under this Agreement to deliver or permit the delivery of any and all details, information and documents required by the Monitoring Agency for the purpose of this Report.

Notwithstanding the above, the Monitoring Agency shall not be liable for any losses suffered by the Indemnified Parties arising out of misconduct, negligence, or failure on the part of the Indemnified Parties.

**9.2** The Company agrees to indemnify and hold harmless the Monitoring Agency against all costs, losses and damages that the Monitoring Agency may incur including any third party claims that are made on the Monitoring Agency and costs, losses and damages incurred owing to any litigation filed against it pursuant to performance of its duties under this Agreement in accordance with the SEBI ICDR Regulations as determined by a court of competent jurisdiction having jurisdiction over the matter. Provided that such indemnity shall not extend to costs, losses or damages arising to the Monitoring Agency on account of the negligence, wilful default of the Monitoring Agency as maybe finally determined by a court of competent jurisdiction.

**9.3** It is hereby clarified that neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, damages arising out of or in connection with this Agreement even if the other Party has been advised of the possibility of such damage.

## **10. LIMITATION OF LIABILITY**

**10.1** The Monitoring Agency may, in relation to these presents, and in ordinary course under this Agreement, act on the opinion or advice of or any information obtained from any solicitor, counsel, advocates, valuers, surveyor, broker, auctioneer, qualified accountant or other expert appointed at the Company's cost and shall not be responsible for any loss or damages occasioned by acting so.

**10.2** The Monitoring Agency shall be at liberty to accept a certificate signed by any of the authorized signatories of the Company as listed in Schedule 2, as to any fact or matter prima facie within the knowledge of the Company as sufficient evidence thereof and other than as required by applicable laws,


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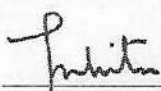
the Monitoring Agency shall not be in any way bound in any case to call for further evidence or be responsible for any loss that may be occasioned by their failing to do so.

- 10.3 The Monitoring Agency undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and as are required by applicable laws. Monitoring Agency shall have no responsibility, other than as required by applicable laws, to verify the authenticity of any order of a competent body, court or tribunal or any ruling of any arbitrator/s in proceedings between or concerning the other Parties and may rely, in good faith and without any liability, upon the contents thereof.
- 10.4 The Monitoring Agency may, to the extent permitted by applicable laws, rely on any resolution, certificate, certificate of auditors approved by the Company, or any other statement, instrument, opinion, report, notice, request, direction, consent, order, appraisal or other paper or document believed by it to be genuine and to have been signed or presented to it pursuant to this Agreement by the Company or any other persons as may be authorized by the Company in writing from time to time.
- 10.5 The recitals contained herein shall be taken as the statements of the Company, and the Monitoring Agency shall not be liable, to the extent permitted by applicable laws, for the use or any application by the Company of the Gross Proceeds it receives pursuant to the Objects of the Issue and utilization schedule of the Prospectus / Letter of Offer.
- 10.6 Notwithstanding anything to the contrary contained herein, the Parties agree that, to the extent permitted by applicable laws, in no event shall either Party be liable for any indirect, incidental or consequential damages, or for any amounts claimed for lost business, opportunities or profits of the other Party, except in case of default, fraud, misrepresentation or negligence by such Party.

## 11. TERMINATION

- 11.1 Neither the Company nor the Monitoring Agency can initiate a termination of this Agreement till the time of 100% utilization of the Gross Proceeds by the Company in accordance with the section entitled 'Objects of the Issue' in the Prospectus / Letter of Offer and the Monitoring Agency issues its final report, unless specifically required by any applicable law or SEBI or any other applicable Regulators or any Court or any other judicial authority.
- 11.2 Notwithstanding anything stated above, in the event of termination of the Monitoring Agency Agreement due to requirement of any Applicable Law or condition/s in the aforementioned clause 11.1, the following process shall be followed:
- The Party initiating the termination will need to inform the other Party in writing through a notice intimating the reason for termination. Unless otherwise required by law or regulations requiring such termination, the termination shall be effective after 30 days from the day the notice is served or the due date of publication of next Monitoring Agency Report, whichever is later.
  - A copy of the termination notice shall also be sent to SEBI and Stock Exchanges by the Party initiating the termination.
  - The Monitoring Agency shall promptly display on its website information about termination of its Agreement with the Company.

For Acuite Ratings & Research Limited



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Designation: Managing Director

- d. The existing Monitoring Agency shall issue a hand-over report on status of co-operation by the Company till the date of termination and share it with the Company or any other monitoring agency appointed or proposed to be appointed by the Company.
  - e. The Company shall promptly inform the Audit Committee of its Board of Directors and inform the investors by intimating to the Stock Exchanges immediately on issue / receipt of the termination letter. This can be followed by the process of appointing of new Monitoring Agency.
  - f. The Monitoring Agency shall be responsible for monitoring the utilisation of net proceeds from the issue only from the quarter of its effective appointment or date of the closure of the issue, whichever is later. Thus, in case of a change in Monitoring Agency, the new Monitoring Agency shall not be responsible for providing a Monitoring Agency report for the quarters prior to its effective appointment.
  - g. During the termination notice period, the Monitoring Agency shall capture in the report issued during such period the fact that its Monitoring Agency arrangement is being terminated.
- 11.3 This Agreement shall automatically terminate immediately upon all the Gross Proceeds being utilized by the Company and necessary action will be undertaken in this regard as required under Applicable Laws, provided that in the event that the Agreement is terminated any time before such event, the Company shall pay the fees for the services performed by the Monitoring Agency up to the date of such termination provided such termination is not on account of misrepresentation, negligence or default of the Monitoring Agency.

## 12. MISCELLANEOUS

### 12.1 Partial Invalidity and Exercise of Remedies:

If any provision hereof is invalid or unenforceable in any jurisdiction, then to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto in respect of and including any provision hereof which is invalid or unenforceable as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

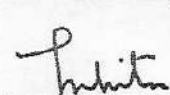
### 12.2 Assignment:

This Agreement shall be binding upon and inure to the benefit of each Party hereto and its successors and assigns. This Agreement is not intended to confer upon any person other than the Parties hereto any rights or remedies. However, a Party to this Agreement shall not assign its rights and/or duties under this Agreement without prior written consent of the other Party.

### 12.3 Notices:

Any notice, demand, communication or other request (individually, a "Notice") to be given or made under this Agreement shall be in writing in the English language. Such Notice shall be delivered by hand, recognized courier service, email or registered post to the Party to which it is addressed at such Party's address specified below or at such other address as such Party shall from time to time have designated by fifteen (15) Business Days' written Notice to the party giving such Notice, and shall be deemed to have been duly given or made when delivered as aforesaid.

For Acuite Ratings & Research Limited



Authorized Signatory  
Name: Chitra Mohan  
Designation: VP – Compliance & Group CS



For Optivalue Tek Consulting Limited



Authorized Signatory with the Company's Rubber stamp  
Name: Ashish Kumar  
Designation: Managing Director

For the Company:

**Optivalue Tek Consulting Limited**

607, 6th Floor, Surya Kiran Building 19 K G Marg,  
Connaught Place, Central Delhi,  
New Delhi, India -110001

**Attention:** Ashish Kumar, Managing Director

**Telephone:** +91-8095910431

**Email:** [ashish.kumar@optivaluetek.com](mailto:ashish.kumar@optivaluetek.com)

For the Monitoring Agency:

**Acuite Ratings & Research Limited**

708, Lodha Supremus,  
Lodha IThink Techno Campus,  
Kanjurmarg (East), Mumbai – 400 042

**Attention:** Ms. Chitra Mohan, VP - Compliance & Company Secretary

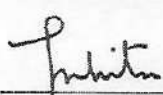
**Telephone:** +91 9969898000

**Email:** [chitra.mohan@acuite.in](mailto:chitra.mohan@acuite.in)

**12.4 Governing Law and Dispute Resolution:**

- a. This Agreement is governed by, and shall be construed in accordance with, the laws of the Republic of India. In the event a dispute arises out of or in relation to or in connection with the interpretation or implementation of this Agreement, the Parties ("**Disputing Parties**") shall attempt in the first instance to resolve such dispute through consultations between the Disputing Parties. If the dispute is not resolved through consultations within seven (7) Business Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may refer the dispute through arbitration.
- b. Arbitration shall be conducted as follows:
- all claims, disputes and differences between the Disputing Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration in Mumbai;
  - the arbitration shall be conducted by a sole arbitrator to be appointed by mutual consent of Parties, failing which the arbitrators shall be appointed within fifteen (15) days as per the Indian Arbitration and Conciliation Act, 1996;
  - notwithstanding the power of the arbitrators to grant interim relief, the Disputing Parties shall have the power to seek appropriate interim relief from the courts of India;
  - the arbitration award shall be final and binding on the Disputing Parties and the Disputing Parties agree to be bound thereby and to act accordingly;
  - the arbitrator may award to a Disputing Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);
  - the Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitral tribunal; and
  - 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.

For Acuite Ratings & Research Limited



Authorized Signatory

Name: Chitra Mohan

Designation: VP – Compliance & Group CS



For Optivalue Tek Consulting Limited



Authorized Signatory with the Company's rubber stamp

Name: Ashish Kumar

Designation: Managing Director



**12.5 Amendments and Waiver:**

- a. Any amendments of any provision of this Agreement shall be in writing and signed by the Parties hereto and shall have the same effect as if they were a part of these presents, unless decided otherwise.
- b. Notwithstanding anything stated in this Agreement, the Parties to this Agreement may, from time to time, or at any time, by mutual consent (in writing) waive such terms and conditions of this Agreement, so long as the same is not in contravention of the terms of the SEBI ICDR Regulations or Applicable Law.

**12.6 English Language:**

This Agreement and all documents to be furnished or communications to be given or made under this Agreement shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by a representative of the respective Party, which translation shall be the governing version thereof.

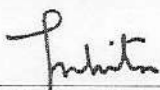
**12.7 Confidentiality:**

During the currency of this Agreement, the Monitoring Agency shall not make public and disclose any information received by it from the Company to any other party, without prior approval from the Company, which shall not be unreasonably withheld. However, the Monitoring Agency may disclose information to SEBI or to any government, judicial, regulatory authority, if required under Applicable Law, without prior approval of the Company, but shall intimate the Company as soon as reasonably practicable.

**12.8 Effectiveness of Agreement:**

This Agreement shall be effective on and from the date first hereinabove written as the date of execution and shall be in force for a period up to such date till the Gross Proceeds are utilized in accordance with the Prospectus / Letter of Offer or till the termination as per the provisions of this Agreement.

For Acuite Ratings & Research Limited





Authorized Signatory  
Name: Chitra Mohan  
Designation: VP – Compliance & Group CS

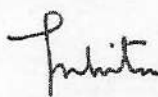
For Optivalue Tek Consulting Limited


Authorized Signatory with the Company's rubber stamp  
Name: Ashish Kumar  
Designation: Managing Director

*This signature page forms an integral part of the Monitoring Agency Agreement entered between Optivalue Tek Consulting Limited and Acuite Ratings & Research Limited.*

Signed by:



For Acuite Ratings & Research Limited  
(Authorized Signatory)

Name: Ms. Chitra Mohan

Designation: VP- Compliance & Group CS

In the presence of Witnesses:

Signature:

Name: Ms. Rashi Chauhan



For Optivalue Tek Consulting Limited  
(Authorized Signatory)

Name: Mr. Ashish Kumar

Designation: Managing Director



In the presence of Witnesses:

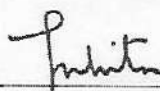
Signature:

Name: Ms. Ragini Jha



Name of the Acuite BD Representative: Ms. Jidnyasa Nandre

For Acuite Ratings & Research Limited



Authorized Signatory

Name: Chitra Mohan

Designation: VP – Compliance & CS

For Optivalue Tek Consulting Limited



Authorized Signatory with the Company's rubber stamp

Name: Ashish Kumar

Designation: Managing Director