

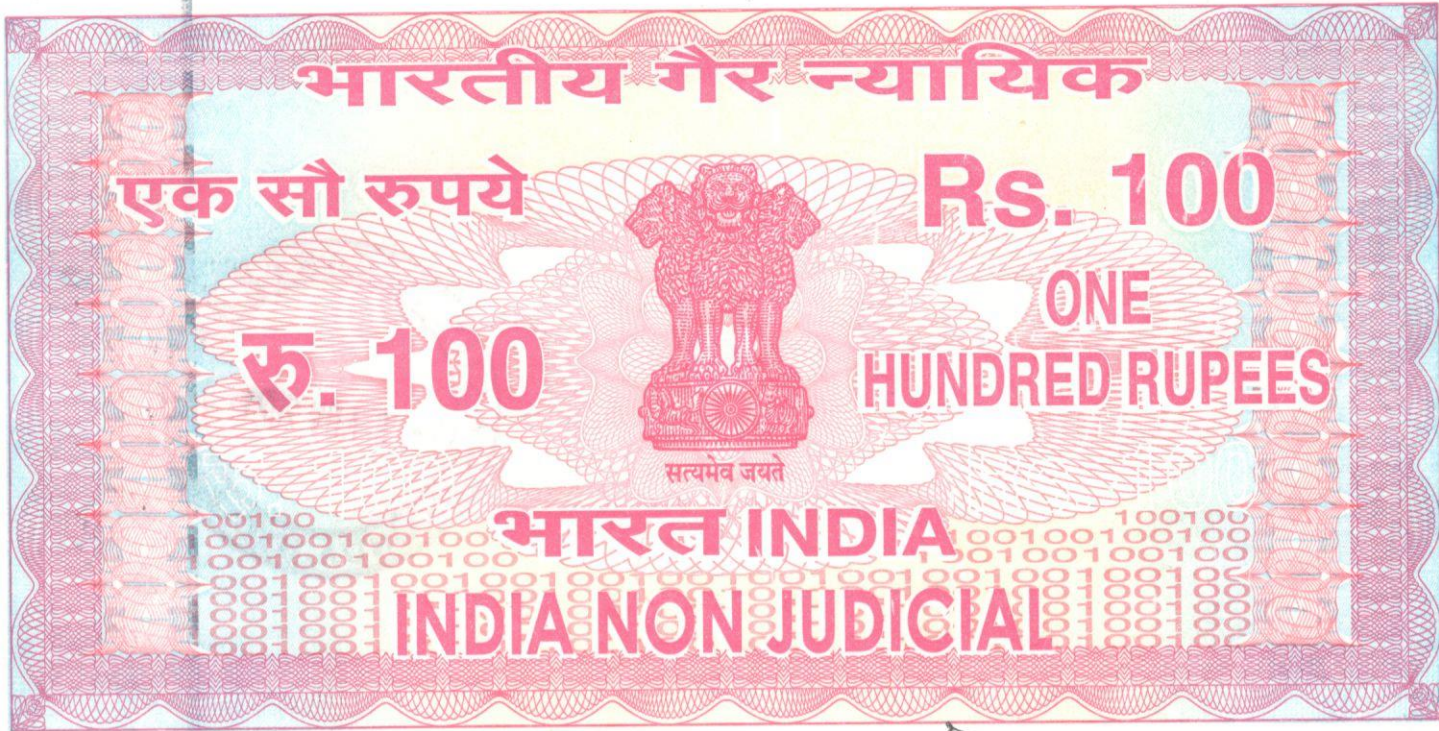
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SHANKER SINGH 850834  
LICENSED STAMP VENDOR  
L. No. 16-10-004/1992  
R. L. No. 16-10-021/2020  
S. No. 13-6-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.S.  
Cell No. 9989245463

Sl. No. 7559 Dated: 18/02/2022, Rs.100/-  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MONITORING  
AGENCY AGREEMENT DATED 21<sup>st</sup> FEBRUARY, 2022, ENTERED INTO BETWEEN  
HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED





तेलंगाना TELANGANA

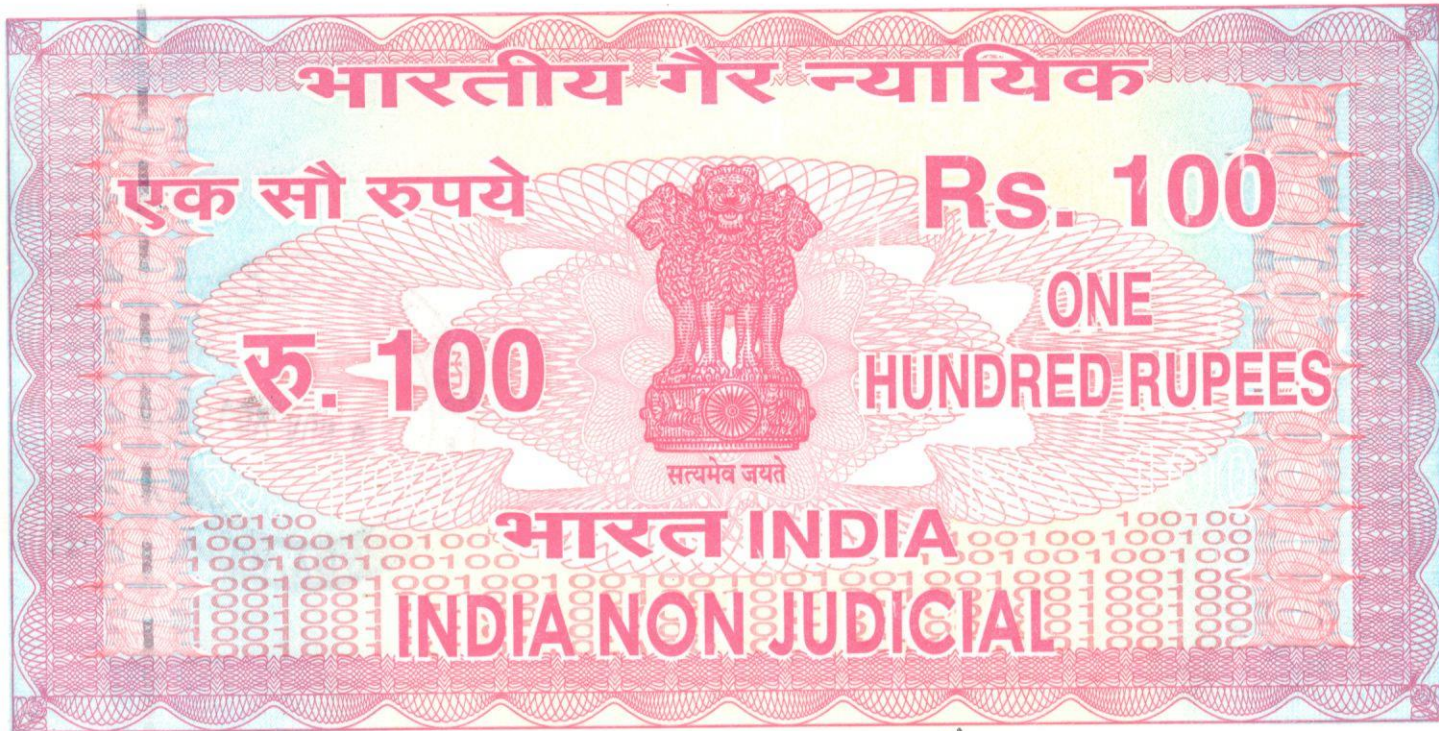
SHANKER SINGH  
LICENSED STAMP VENDOR  
L. No. 16-10-004/1992  
R. L. No: 16-10-021/2020  
S. No. 13-6-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
B-4 (South) District, T.S.  
Cell No. 9989245463

Sl. No. 7580  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

Dated: 18/02/2022, Rs.100/-

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MONITORING AGENCY AGREEMENT DATED 21<sup>st</sup> FEBRUARY, 2022, ENTERED INTO BETWEEN HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED





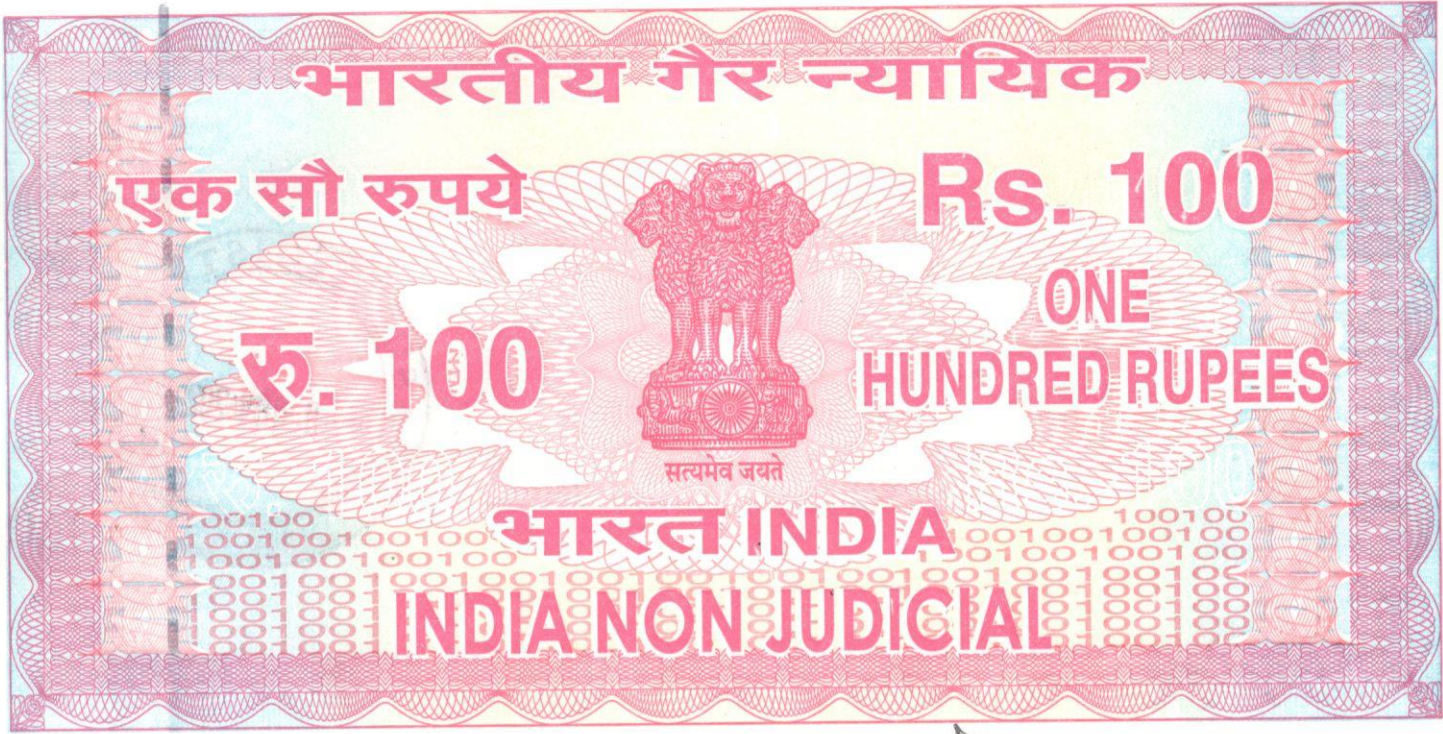
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SHANKER SINGH AMH850836  
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L. No. 16-10-004/1992  
R. L. No: 16-10-021/2020  
S. No. 13-6-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.S.  
Cell No. 9989245463

Sl. No. 7561 Dated: 18/02/2022, Rs.100/-  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

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AGENCY AGREEMENT DATED 21<sup>st</sup> FEBRUARY, 2022, ENTERED INTO BETWEEN  
HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED





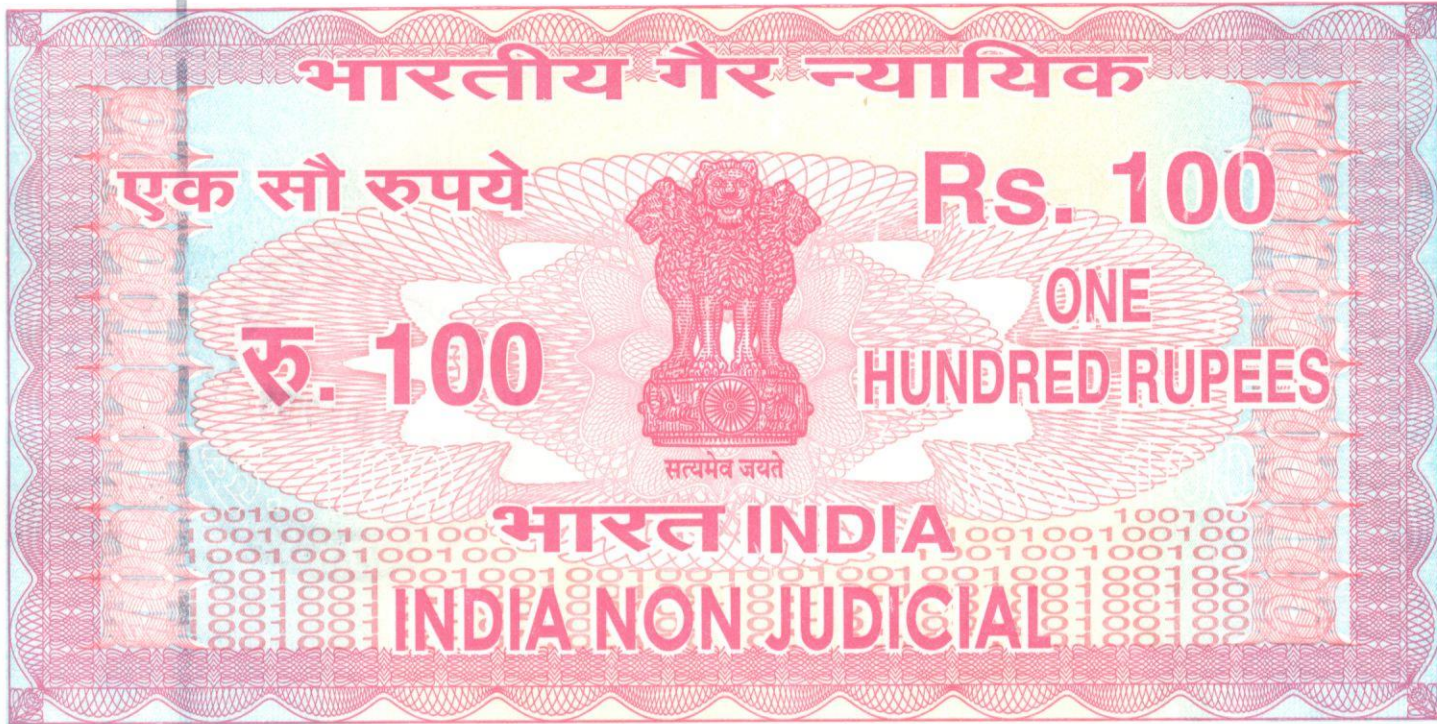
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SHANKER SINGH AM 850837  
LICENSED STAMP VENDOR  
L. No. 16-10-004/1992  
R. L. No. 16-10-021/2020  
S. No. 13-6-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.S.  
Cell No. 9989245463

Sl. No. 7562 Dated: 18/02/2022, Rs.100/-  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

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AGENCY AGREEMENT DATED 21<sup>st</sup> FEBRUARY, 2022, ENTERED INTO BETWEEN  
HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED





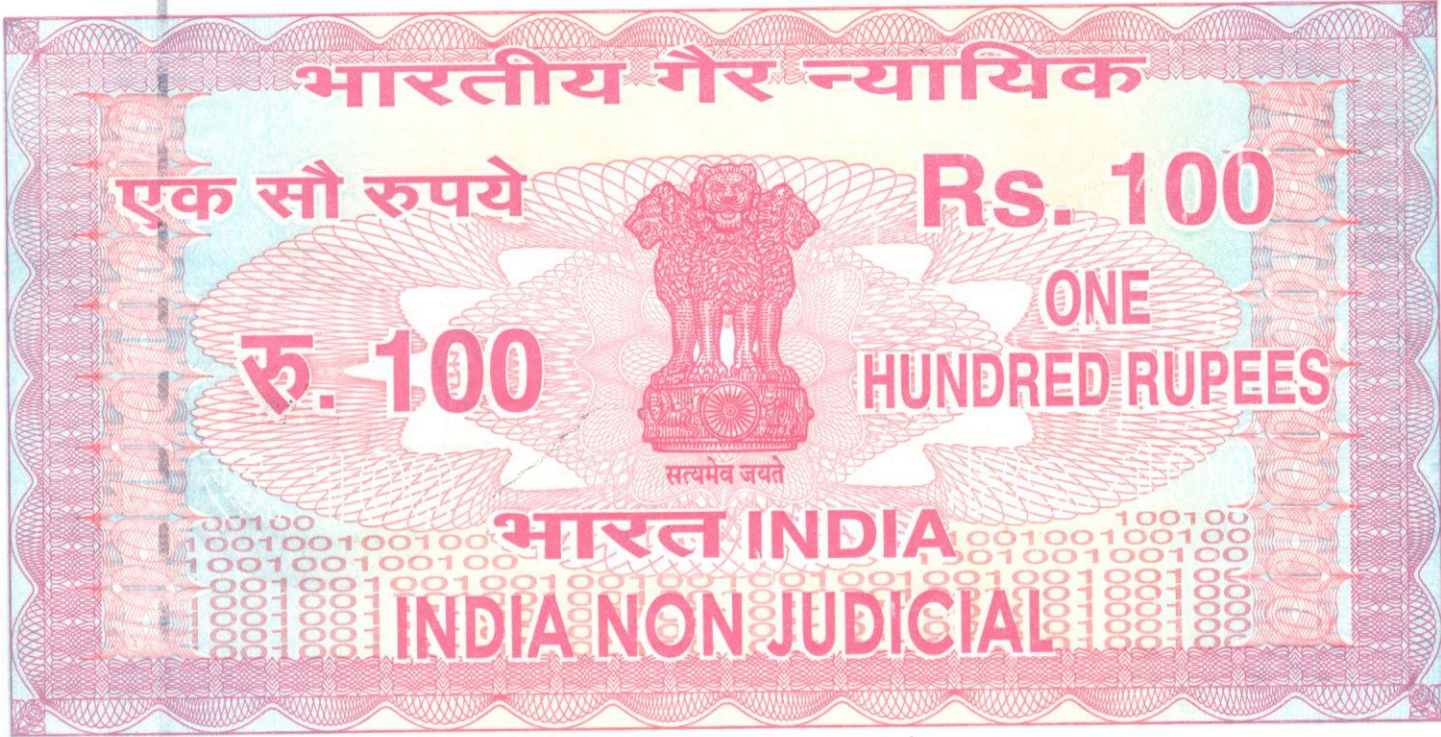
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SHANKER SINGH AM 850838  
LICENSED STAMP VENDOR  
L. No. 16-10-004/1992  
R. L. No: 15-10-021/2020  
S. No. 13-5-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.B.  
Cell No. 9989245463

Sl. No. 7563 Dated: 18/02/2022, Rs.100/-  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

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HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED





తెలంగాణ తెలంగాణ TELANGANA

SHANKER SINGH AM 850839  
LICENSED STAMP VENDOR  
L.No. 16-10-004/1992  
R. L. No: 16-10-021/2020  
S. No. 13-6-431/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.B.  
Cell No. 9989245463

Sl. No. 7564 Dated: 18/02/2022, Rs.100/-  
Sold to : RUPESH KUMAR GUPTA  
S/o D/o W/o. : RAKESH KUMAR GUPTA R/O. HYD.  
For Whom : HARIOM PIPE INDUSTRIES LIMITED.,

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MONITORING  
AGENCY AGREEMENT DATED 21<sup>st</sup> FEBRUARY, 2022, ENTERED INTO BETWEEN  
HARIOM PIPE INDUSTRIES LIMITED AND AXIS BANK LIMITED



**MONITORING AGENCY AGREEMENT**

**DATED 21<sup>ST</sup> FEBRUARY, 2022**

**BETWEEN**

**HARIOM PIPE INDUSTRIES LIMITED**

**AND**

**AXIS BANK LIMITED**



## MONITORING AGENCY AGREEMENT

This Monitoring Agency Agreement ("**Agreement**") made at Hyderabad on this 21<sup>st</sup> day of February, 2022 by and between:

**HARIOM PIPE INDUSTRIES LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office Plot 3-4-174/12/2, 2nd Floor, Samarpan Lane, Besides Spencer's, Pillar No. 125, Attapur, Hyderabad – 500 048, Telangana, India(hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**AXIS BANK LIMITED**, a a company incorporated under the laws of India and a scheduled commercial bank as included in the second schedule to the Reserve Bank of India Act, 1934 and having its registered office at "Trishul", Third Floor, OppSamartheshwar Temple, Law Garden, Ellisbridge, Ahmedabad 380 006 and central office at Axis House, Bombay Dyeing Mills Compound, PB Marg, Worli, Mumbai 400 025, Having Branch address P G Road Branch ,Hyderabad -500003. In the capacity of monitoring agency appointed in terms of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") ("**Axis**", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Company and Axis shall be referred to individually as the "**Party**" and together as the "**Parties**".

### WHEREAS:

- A. The Company proposes to undertake an initial public offering of equity shares of the Company of face value of ₹ 10 each (the "**Equity Shares**"), comprising of a fresh issue of 85,00,000 Equity Shares through the book building method ("**Book Building Process**") (the "**Issue**") as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (the "**SEBI ICDR Regulations**") at such price as may be determined or discovered based on the Book Building Process and agreed to by the Company and in consultation with the book running lead managers to the Issue (the "**Issue Price**") in accordance with the requirements of the Companies Act, 2013, as amended (the "**Companies Act**"), the SEBI ICDR Regulations and other applicable law. The Issue comprises an offer to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Issue also includes an offer outside the United States in "offshore transactions", as defined in and in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made.
- B. The Board of Directors of the Company (the "**Board of Directors**"), pursuant to a resolution dated August 28, 2021, have authorized and approved the Issue. Further, the shareholders of the Company, pursuant to a special resolution dated September 14, 2021, in accordance with Section 62(1)(c) of the Companies Act, have approved and authorized the Issue.
- C. The Company has filed a draft red herring prospectus dated September 18, 2021 (the "**Draft Red Herring Prospectus**") with the Securities and Exchange Board of India ("**SEBI**") on September 20, 2021, for review and comments in accordance with the SEBI ICDR Regulations. After incorporating the comments and observations of SEBI, as applicable, the Company proposes to file the red herring prospectus ("**Red Herring Prospectus**") with the Registrar of Companies, Hyderabad, situated at Bandlaguda (the "**RoC**"), the National Stock Exchange of India Limited ("**NSE**"), BSE Limited ("**BSE**") (hereinafter, collectively referred to as the "**Stock Exchanges**") and SEBI and a prospectus in accordance with the Companies Act (the "**Prospectus**").



- D. In terms of Regulation 41 of the SEBI ICDR Regulations, the Company is required to appoint a public financial institution or a scheduled commercial bank as the monitoring agency for monitoring the use of the proceeds from the Issue.
- E. At the request of the Company, Axis has agreed *vide* its letter dated 01-02-2022, to act as the monitoring agency (the “**Monitoring Agency**”) for the purposes of the monitoring the use of proceeds from the Issue.
- F. This Agreement is being executed and delivered to define the obligations of the Company to deposit the Net Proceeds (as defined hereinafter) in the Monitoring Agency Account (as defined hereinafter) and the role of the Monitoring Agency to monitor the flow of the Net Proceeds deposited in the Monitoring Agency Account as per the schedule of utilization of proceeds of the Issue mentioned in the Prospectus.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

## 1. DEFINITIONS

- 1.1 All capitalized terms used in this Agreement, including the recitals, that are not specifically defined herein shall have the meaning assigned to them in the Offer Documents, as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy. The following terms shall have the meanings ascribed to such terms below:

“**Applicable Law**” shall include: (i) the Companies Act, the Securities and Exchange Board of India Act, 1992, the SEBI ICDR Regulations, the Securities Contracts (Regulation) Act, 1956, the Securities Contracts (Regulation) Rules, 1957, the SEBI LODR Regulations, and all applicable laws, including the law of any applicable foreign jurisdiction which may apply to this Offer; or (ii) all applicable laws which may apply to the respective Parties to this Agreement, including rules, circulars, directions, guidelines, bye-laws, regulations and notifications made thereunder and having the force of law and 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.

“**Agreement**” shall mean this monitoring agency agreement including the schedule and annexure hereto, as of the date hereof and include any amendment hereto made in accordance with the provisions hereof.

“**Companies Act**” shall mean the Companies Act, 2013 and the rules made thereunder and include any statutory modification thereto or re-enactment or replacement thereof.

“**Draft Red Herring Prospectus**” shall have its meaning ascribed to it in the Recital in this Agreement.

“**Equity Share**” shall have its meaning ascribed to it in the Recital in this Agreement.

“**Gross Proceeds**” shall mean the proceeds of the Issue that are available to the Company.

“**Monitoring Agency**” shall mean the Axis Bank Limited.

“**Net Proceeds**” shall mean the Gross Proceeds less the Issue related expenses applicable to the Issue.



**“Prospectus”** shall mean the prospectus to be filed by the Company with the Registrar of Companies, Hyderabad situated at Bandlagudain accordance with the Companies Act, 2013, and the SEBI ICDR Regulations containing, *inter alia*, the Issue Price that is determined at the end of the Book Building Process, the size of the Issue and certain other information, including any addenda or corrigenda thereto

**“Red Herring Prospectus”** shall mean the red herring prospectus to be issued by the Company in accordance with Section 32 of the Companies Act, 2013 and the provisions of the SEBI ICDR Regulations, which will not have complete particulars of the price at which the Equity Shares will be offered and the size of the Issue including any addenda or corrigenda thereto. The Red Herring Prospectus shall be filed with the RoC at least three days before the Bid/Issue Opening Date and will become the Prospectus upon filing with the RoC after the Pricing Date;

**“SEBI”** shall mean the Securities and Exchange Board of India.

**“SEBI ICDR Regulations”** shall mean the Securities and Exchange Board of India(Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

**“Working Days”** shall mean all days on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Issue Period, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI, including the SEBI UPI Circulars.

- 1.2 Capitalised terms not defined herein shall have the meaning ascribed to them in the Prospectus, unless the context specifies otherwise.
- 1.3 In case of any inconsistency with this Agreement *vis-a-vis* the Prospectus, then the terms of the Prospectus will prevail over this Agreement.

## **2. USE OF NET PROCEEDS**

- 2.1 The Company intends to utilise the Net Proceeds for the following purposes as set out in the Prospectus:

- (a) Funding capital expenditure requirements;
- (b) Funding the working capital requirements of our Company; and
- (c) General corporate purposes.

(Collectively, referred to herein as the **“Objects of the Issue”**).

- 2.2 The Company shall ensure that Net Proceeds are utilized for the purposes as are set out in the Prospectus and Clause 2.1 above.

## **3. MONITORING AGENCY APPOINTMENT AND REMOVAL**

### **3.1 Appointment**

- (a) The Company hereby appoints Axis as the monitoring agency for the purposes of monitoring the use of the Net Proceeds in accordance with the Objects of the Issue



and the SEBI ICDR Regulations. Axis agrees to act as the monitoring agency in accordance with the terms and conditions of this Agreement and in accordance with the SEBI ICDR Regulations and Applicable Law.

- (b) The Company will establish with the Monitoring Agency an account to be designated and maintained by the Monitoring Agency in which the Net Proceeds from the Issue shall be deposited from the Company's public issue account, opened in terms of the Cash Escrow and Sponsor Bank Agreement entered in relation to the Issue, after the receipt of listing and trading approvals by the Company with respect to the Issue (the "**Monitoring Agency Account**"). While such Net Proceeds deposited in the Monitoring Agency Account will be utilized by the Company towards Objects of the Issue, the Monitoring Agency shall be liable to monitor Net Proceeds in terms of this Agreement and in accordance with the Applicable Law.
- (c) Axis Bank 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, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirement), Regulation, 2015, as amended, and Applicable Law, including the following:
  - (i) Delivering the monitoring agency report ("**Monitoring Agency Report**"), containing details of utilization in accordance with the Objects of the Issue set out under the Red Herring Prospectus and the Prospectus, to the Company in the format prescribed in the Annexure to this Agreement (in accordance with the format prescribed in Schedule XI of the SEBI ICDR Regulations) and such other documents, agreements, instruments and certificates as are prescribed under the SEBI ICDR Regulations which are to be prepared, executed and/or delivered by a monitoring agency on a quarterly basis till at least 100% (Hundred percent) of the Net Proceeds including the proceeds raised for general corporate purposes, have been utilized;
  - (ii) Taking such action and doing such other acts, deeds or things as may be required under the provisions of the SEBI ICDR Regulations / or as required by the BSE, NSE or SEBI and in accordance with this Agreement to discharge its responsibilities as the Monitoring Agency; and
  - (iii) Reviewing the information/ documents/ statements received from the Company with regard to the use of the Net Proceeds, including the status of implementation of the activities proposed to be funded out of the Net Proceeds as will be stated in the Prospectus.
- (d) The Monitoring Agency agrees to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, with respect to the Company.
- (e) The Monitoring Agency confirms that:
  - (i) It shall perform its duties with the highest standards of integrity and fairness and shall act in an ethical manner in all dealings with Company;
  - (ii) It shall act with due diligence, care and skill while discharging the work assigned to it in relation to the Net Proceeds; and
  - (iii) It shall carry out its duties/responsibilities under this Agreement and complete all the formalities required to be completed by it, in its capacity as a



monitoring agency under this Agreement, within the specified time limits as required under law, including with respect to relevant statutes, guidelines issued by SEBI, stock exchange regulations, etc.

### **3.2 Retirement and Removal of Monitoring Agency**

- (a) The Monitoring Agency may retire at any time without assigning any reason provided that it shall have given prior notice of at least one month in writing to the Company in that behalf, provided however, that the termination of appointment of the Monitoring Agency shall take effect only from the date of appointment of the new monitoring agency in terms of sub-clause (d) below.
- (b) The Company may remove the Monitoring Agency at any time without assigning any reason after payment to the Monitoring Agency of all expenses in connection with this Agreement till the date of such removal and the accrued fee on a pro-rata basis and provided that the Company has given at least one month prior notice in writing to the Monitoring Agency in this behalf, provided however, that the termination of appointment of the Monitoring Agency shall take effect only from the date of appointment of the new monitoring agency in terms of sub-clause (d) below.
- (c) The Company has the right to terminate the appointment of the Monitoring Agency with an immediate effect, without giving the one-month prior notice in writing as stated above, on grounds of negligence or wilful misconduct or fraud as conclusively determined by the court of competent jurisdiction. The Company shall ensure that the appointment of the new monitoring agency takes place immediately upon the issue of such notice of immediate termination by the Company and the Monitoring Agency will transfer all relevant details and information in terms of sub-clause (e) below at the earliest without delay.
- (d) On the retirement or removal of the Monitoring Agency, the Company shall appoint such other public financial institution or scheduled commercial bank (as permitted under the SEBI ICDR Regulations) as the new monitoring agency for the purposes of monitoring the use of Net Proceeds and on such terms and conditions as may be agreed to between the Company and the new monitoring agency. The Monitoring Agency agrees that until the new monitoring agency is appointed, the Monitoring Agency shall continue to discharge its function under the terms of this Agreement.
- (e) On the appointment of a new monitoring agency, the Monitoring Agency shall extend all such support as may be required by the Company or the newly appointed monitoring agency towards taking over duties and responsibilities as the monitoring agency and shall hand over all relevant details and information as it may have in relation to the use of the Net Proceeds by the Company to the new monitoring agency. The Monitoring Agency agrees that until the new monitoring agency is appointed, the Monitoring Agency shall continue to discharge its function under the terms of this Agreement. Subject to the receipt of certificate from the Auditors or an Independent Chartered Accountant in accordance with the **Schedule 1**, the Monitoring Agency shall be required to submit the certificate for the period commencing from the date of its appointment, or the period covered in last certificate, whichever is later, till the date of resignation or removal within 10 (ten) Working Days from the date of the resignation or removal becoming effective. Further, on the appointment of a new monitoring agency, the Monitoring Agency shall extend all such support as may be required by newly appointed monitoring agency towards taking over duties and responsibilities as the monitoring agency and shall handover all documents and information in its possession arising out of / connected with this Agreement and in relation to the use of the Net Proceeds, and shall transfer the Net Proceeds from the Monitoring Agency



Account to a new account of the successor monitoring agency as soon as reasonably possible.

- (f) The resigning Monitoring Agency shall be required to submit the report for the period commencing from the date of its appointment, or from the period covered in the last report submitted by the Company to the Stock Exchanges, whichever is later, until the date of resignation within ten (10) days from the date of resignation becoming effective.
- (g) On the appointment of a new monitoring agency, the Company and Monitoring Agency shall extend all such support as may be required by newly appointed monitoring agency towards taking over duties and responsibilities as the monitoring agency and shall handover all documents and information in its possession arising out of / connected with this Agreement and in relation to the use of the Net Proceeds, and shall transfer the Net Proceeds from the monitoring agency account to a new account of the successor monitoring agency.
- (h) The Parties agree that if this Agreement is terminated by the Monitoring Agency pursuant to Clause 3.2 (a), then the Monitoring Agency shall within thirty (30) Working Days refund the Monitoring Agency fees to the Company after retaining the agreed fees payable to the Monitoring Agency.

#### **4. MONITORING THE USE OF NET PROCEEDS**

- 4.1 The Company shall deposit the Net Proceeds in the Monitoring Agency Account i.e. a separate bank account called *HARIOM PIPE INDUSTRIES LIMITED - MONITORING AGENCY ACCOUNT*. Pending utilization of the Net Proceeds for purposes as set out in the chapter titled 'Objects of the Issue' in the Prospectus, the Company may deposit the Net Proceeds with one or more scheduled commercial banks included in the second schedule of the Reserve Bank of India Act, 1934, for a necessary duration, as may be approved by the board of directors of the Company or such other instruments as may be permitted by Applicable Law. The Company shall have the flexibility to deploy the Net Proceeds in accordance with SEBI ICDR Regulations, the Companies Act, the Red Herring Prospectus and the Prospectus.
- 4.2 The Company recognises 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. However, the Monitoring Agency shall notify a list of information/documents required by the Monitoring Agency reasonably in advance so as to enable the Company to collate and furnish such documents to the Monitoring Agency.
- 4.3 The Company shall notify and inform the Monitoring Agency in writing as to the use of the Net Proceeds and shall be obliged to furnish such documents, papers and information as may be required for enabling the Monitoring Agency to effectively monitor the utilisation of the Net Proceeds including bank statement for the account mentioned in clause 4.1. The Company will arrange for a certificate from its auditors or an independent chartered accountant on quarterly basis as to utilisation of Net Proceeds for the purposes as mentioned in the chapter titled "*Object of the Issue*" in the Prospectus. consistent with the format specified in **Schedule 1** hereunder, and upon receipt of such certificate, the Monitoring Agency will issue their Monitoring Agency Report as per SEBI ICDR Regulations. The Monitoring Agency shall have full power to request documents and information from the Company in relation to utilisation of Net Proceeds and determine all questions and doubts arising in connection thereto for the purpose of issuing the Monitoring Agency Report as per SEBI ICDR Regulations. Every such determination made by the Monitoring Agency shall be conclusive



and binding upon the Company. The Monitoring Agency undertakes to carry out its obligations hereunder diligently and in good faith and strictly in compliance with applicable law.

- 4.4 The Company shall promptly as is reasonably practicable inform the Monitoring Agency if there is any deviation in the utilisation of Net Proceeds. The Company shall provide the Monitoring Agency with a copy of the Shareholders resolution to this effect and such deviation shall be reported by the Monitoring Agency in their report.
- 4.5 Immediately upon opening of the separate bank account for monitoring funds the Company will submit to the Monitoring Agency an 'Expected Disbursement Schedule' detailing the proposed utilisation of funds and also certifying that the same is for purposes as mentioned in the chapter titled 'Objects of the Issue' of the Prospectus.
- 4.6 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 3 Working Days prior notice in writing to the Company in this behalf. The Monitoring Agency also reserves the right to appoint an independent auditor for carrying out the above activities.
- 4.7 The Monitoring Agency reserves the right to attach the account or disclose the information pertaining to the account or the transactions therein, on receipt of instructions from the statutory/regulatory authorities or court orders after giving a prior notice to the Company about receipt of such orders and providing a copy of the same to the Company.
- 4.8 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.
- 4.9 The Company shall ensure that the Monitoring Agency Report is placed before their Board of Directors or its committee for their comments as per Regulation 41(3) of SEBI ICDR Regulations, and shall ensure compliance with Regulation 32 and Regulation 47 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, and shall make all such disclosures and publications, as may be required, including the intimation to the Stock Exchanges and disclosures in the Company's annual report. After placing the following statements before the audit committee, it shall submit to the Stock Exchanges, on a quarterly basis, till such time the Net Proceeds have been fully utilized, in the format prescribed in the **Schedule II** of this Agreement.
- 4.10 The Company shall, as required under Regulation 41(4) of the SEBI ICDR Regulations, 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.
- 4.11 In the event any instructions or orders are received from any of the Stock Exchanges or SEBI or any other regulatory or statutory authorities or court orders, then the Monitoring Agency shall be bound by such instructions/order and the Company acknowledges the same. The Monitoring Agency shall intimate the Company about receipt of such orders and provide a copy of the same to the Company.
- 4.12 In determining any amounts that had been withdrawn, paid, allocated or deposited pursuant to this Agreement, the Monitoring Agency shall be entitled to conclusively rely on all the quarterly budgets / requisitions /certificate of payment of the Company as shared by the



Company.

## **5. REPRESENTATIONS, WARRANTIES AND COVENANTS**

5.1. 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):

- (a) This Agreement constitutes a valid, legal and binding obligations on the Monitoring Agency and is enforceable against the Monitoring Agency in accordance with the terms hereof.
- (b) The execution and delivery of this Agreement by the Monitoring Agency has been duly authorized and will not contravene any provisions of, or constitute a default under any other agreement or instrument by which the Monitoring Agency is bound.
- (c) It will not take up any activities as a monitoring agency under this Agreement which are likely to be contrary to the directions issued by SEBI or any other Applicable Laws;
- (d) It has due authority and valid registration as required under Applicable Law to act as the monitoring agency for the Offer and it is not prohibited from acting as a monitoring agency by any judicial, regulatory or administrative body; and
- (e) 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.

## **6. EVENTS OF DEFAULT AND TERMINATION**

- 6.1 In the event of the Company not complying with any of its obligations under this Agreement, the Monitoring Agency shall intimate the Company of the same in writing ("**Default Notice**"), and the Company will cure the default within a period of 30 days or such shorter period if necessitated pursuant to the SEBI ICDR Regulations of receipt of the Default Notice.
- 6.2 In the event of the Monitoring Agency not complying with any of the terms and conditions of this Agreement, despite compliance by the Company of all its obligations under Clause 4, the Company shall have the right to immediately terminate this Agreement.
- 6.3 This Agreement shall automatically terminate immediately upon all the Net Proceeds being utilised by the Company in accordance with the provisions of the Prospectus and/ or as per the terms of the Companies Act and/or Applicable Law hereof and the Parties shall jointly inform SEBI of such termination, and take such action as may be required under the SEBI ICDR Regulations 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 Monitoring Agency up to the date of such termination. Further, upon full utilisation of the Net Proceeds, the Monitoring Agency shall issue a final report including completed details of utilisations of Net Proceeds and deviations, if any, in accordance with Schedule XI of SEBI ICDR Regulations.

## **7. LIMITATION OF LIABILITIES OF MONITORING AGENCY**

- 7.1 The Monitoring Agency shall be at liberty to accept a certificate signed by one of the directors of the Company as to any fact or matter *prima facie* within the knowledge of the Company as sufficient evidence thereof and 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.

- 7.2 In the event the Monitoring Agency is required to or is directed by the Company to rely on the opinion or advice of or any information obtained from any solicitor, counsel, advocates, valuers, auctioneer, qualified accountant or other expert appointed at the Company's cost, the Monitoring Agency shall not be responsible for any loss or damages directly occasioned by acting so.
- 7.3 Monitoring Agency shall have no responsibility 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. However, it is clarified that nothing herein excludes the liability of the Monitoring Agency to exercise due care and diligence to verify the documents referred to in clause 7.1 and clause 7.3;
- 7.4 Subject to Clause 9 (*Indemnity*), the Monitoring Agency shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it. The liability of the Monitoring Agency will be restricted to the fees charged by it; and
- 7.5 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 as conclusively determined by the court of competent jurisdiction.

## **8. MONITORING AGENCY FEES**

- 8.1 Simultaneously with the execution hereof, the Company shall pay to the Monitoring Agency remuneration and reimbursement of expenses for its services as a monitoring agency in connection with the Issue, as per the terms mutually agreed in writing between the Company and the Monitoring Agency. All payments by the Company to the Monitoring Agency under the agreement shall be made on receipt of suitable invoices for accounting and statutory purposes. Such invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws and / or other regulatory requirements for the time being in force.
- 8.2 Tax deducted at source ("**TDS**") as per the provisions of the Income-tax Act, 1961 shall be deducted on all payments made to the Monitoring Agency and the Company will promptly submit the TDS certificate to Monitoring Agency for such deduction.
- 8.3 The Company shall reimburse the Monitoring Agency for all costs, charges and expenses incurred by it in relation to the services provided by it under this Agreement, which will be billed separately as incurred.
- 8.4 All amounts required to be paid herein shall not include Goods and Services Tax, 2017, if any, payable by the Monitoring Agency
- 8.5 Notwithstanding anything to the contrary contained hereinabove, the Monitoring Agency shall not incur any out of pocket costs, expenses and/or charges without the prior written consent of the Company.



## **9. INDEMNITY**

- 9.1. The Monitoring Agency shall indemnify and hold harmless the Company and its officers, directors, officers, employees, affiliates and agents (each, an **"Indemnified Person"**), and keep them indemnified against any and all costs, claims, losses, expenses, damages (including, without limitation, legal fees) and liabilities, including any third party claims and/or any claims for any taxes payable by the Company which the Indemnified Person shall suffer directly or indirectly as a consequence of breach of the covenants, obligations and duties by the Monitoring Agency under this Agreement or in accordance with the SEBI ICDR Regulations. However, the amount of aforesaid indemnity shall not exceed Rs,1,00,000 (one Lakh). Further the Monitoring Agency shall not be liable for any losses suffered by the Indemnified Person solely arising out of wilful misconduct or gross negligence on the part of the of the Indemnified Person as maybe finally determined by a court of competent jurisdiction.
- 9.2. The Company agrees to indemnify the Monitoring Agency against all direct costs, losses and damages that the Monitoring Agency may incur owing to any material breach of its obligations by the Company to the Monitoring Agency under this Agreement. Provided that, any indemnity to the Monitoring Agency shall not extend to costs, losses or damages arising to the Monitoring Agency on account of the negligence or wilful default or fraud of the Monitoring Agency as maybe finally determined by a court of competent jurisdiction.
- 9.3. In case any proceeding is instituted involving any person in respect of which indemnity may be sought pursuant to this Clause 9, the Indemnified Party shall promptly notify the person against whom such indemnity may be sought (the **"Indemnifying Party"**) in writing (provided that the failure to notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability that it may have under this Clause 9).
- 9.4. In the event the Company is be requested by Monitoring Agency to pay the expenses of any proceeding, the Company, if appropriate, shall be entitled to assume the defense of such proceeding, or to participate to the extent permissible in such proceeding, with counsel reasonably acceptable to the Monitoring Agency. Upon assumption of the defense by the Company and the retention of such counsel by the Company, the Company shall not be liable to the Monitoring Agency under this Agreement for any fees of counsel subsequently incurred by the Monitoring Agency with respect to the same proceeding, provided that the Monitoring Agency shall have the right to employ separate counsel in such proceeding at Monitoring Agency's sole cost and expense.
- 9.5. This clause shall survive the termination of this Agreement and/or resignation of the Monitoring Agency.

## **10. WAIVER**

Notwithstanding anything stated in this Agreement, the Monitoring Agency may, from time to time, or at any time at its sole discretion waive such terms and conditions of this Agreement without prejudice to the rights of the Monitoring Agency in respect of any subsequent breach thereof so long as the same is not in contravention of the terms of the SEBI ICDR Regulations.

## **11. NOTICES**

Any notice or other communication given pursuant to this Agreement must be in writing and (i) delivered personally, (ii) sent by registered mail, postage prepaid, to the address of the Party specified below, or (iii) sent by email to the address mentioned below. All notices and other communications required or permitted under this Agreement that are addressed as



provided in this Clause 11 will (i) if delivered personally or by overnight courier, be deemed given upon delivery; (ii) if delivered by email, be deemed given when electronically confirmed; and (iii) if sent by registered mail, be deemed given when received:

in the case of a notice to the Company at:

**HARIOM PIPE INDUSTRIES LIMITED**

Plot 3-4-174/12/2, 2nd Floor,  
Samarpan Lane Besides Spencer's,  
Pillar No. 125, Attapur,  
Hyderabad – 500 048, Telangana, India

Attention: Mr. Chirag Partani  
Email: cs@hariompipes.com

in the case of a notice to the Monitoring Agency at:

**Axis Bank Limited**

**P G road Branch,**

No 1/8/153/1/A/1,  
Patny Corner,  
PG Road,  
Hyderabad, Telangana, 500003  
Phone: 9642034841  
Attention: Assistant Vice President– Branch Head  
Email: pgroundsecunderabad.branchhead@axisbank.com

**12. CONFIDENTIALITY**

The Monitoring Agency shall not make public and / or disclose any information received by it from the Company to any other party except to SEBI or other statutory authority, to the extent it is required to perform its obligations under SEBI ICDR Regulations but shall intimate the Company as soon as reasonably practicable.

**13. JURISDICTION**

Each of the Parties hereto agrees that the courts and/or tribunals located in [Hyderabad] shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

**14. GOVERNING LAW AND DISPUTE RESOLUTION**

14.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of India.

14.2. 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) Working 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 by notice in writing to each other refer the dispute through arbitration.

14.3. Arbitration shall be conducted as follows:



- (a) 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, which shall be the seat of arbitration;
- (b) the arbitral tribunal shall comprise of three arbitrators. The Company shall within 15 days from the date of receipt of the arbitration notice given in accordance with Clause 14.2 above, appoint one arbitrator and the Monitoring Agency within 15 days from the date of receipt of the arbitration notice given in accordance with Clause 14.2 above, appoint one arbitrator and the two arbitrators shall appoint the third or presiding arbitrators within a further period of 15 days such that all three arbitrators are appointed within 30 days. In the event that the Company or the Monitoring Agency fail to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996;
- (c) the arbitrators shall have the power to award interest on any sums awarded;
- (d) 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;
- (e) 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;
- (f) the arbitrators may award to a Disputing Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);
- (g) the Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitral tribunal; and
- (h) 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.

## **15. ASSIGNMENT**

The Parties shall not assign their respective rights or obligations under this Agreement to any person without the prior written consent of all the Parties.

## **16. 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 till the Net Proceeds are utilized in accordance with this Agreement and the Prospectus or sooner determination in terms of Clauses 3 and 6 of this Agreement.



*This signature page forms an integral part of the Monitoring Agency Agreement entered into between Hariom Pipe Industries Limited and Axis Bank Limited.*

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

**SIGNED ON BEHALF OF HARIOM PIPE INDUSTRIES LIMITED**



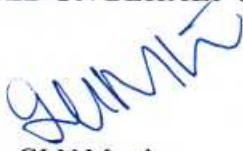
Name: Rupesh Kumar Gupta  
Designation: Managing Director



*This signature page forms an integral part of the Monitoring Agency Agreement entered into between Hariom Pipe Industries Limited and Axis Bank Limited.*

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

**SIGNED ON BEHALF OF AXIS BANK LIMITED**



Name: GLN Murthy

Designation: Asst. Vice President and Branch Head

**G.L.N. Murthy**  
A.V.P. & Branch Head  
Emp.No. 1988/SS No.1244



## SCHEDULE 1

### CERTIFICATE BY THE AUDITOR OR INDEPENDENT CHARTERED ACCOUNTANT

To,  
**Board of Directors**  
**Hariom Pipe Industries Limited,**  
Plot 3-4-174/12/2, 2nd Floor,  
Samarpan Lane Besides Spencer's,  
Pillar No. 125, Attapur,  
Hyderabad – 500 048, Telangana, India

Dear Sir,

1. We have verified the unaudited books of account and other relevant records of Hariom Pipe Industries Limited ("**Company**"), as at [insert date] in connection with its initial public offer vide its Prospectus dated [●] and utilization of the Net Proceeds as per the objects of the Issue given in the said Prospectus.
2. We have verified the details of the utilization of the Net Proceeds submitted by the Company and are as per Annexure to this certificate, initialled by us for identification purposes only, based on the un/audited books of account and relevant records referred to in paragraph 1 above. We have agreed the amounts included in the Annexure with the un/audited books of account and relevant records of the Company as at [insert date]. We have verified the accuracy of the Annexure. Our responsibility is to verify the factual accuracy of the facts stated in the Annexure.
3. We conducted our procedures in accordance with the Guidance Note on Audit Reports and Certificates for Special Purposes issued by the Institute of Chartered Accountants of India.
4. We have performed necessary audit so as to ensure the accuracy of figures mentioned in the Annexure. We also confirm that the utilization of the Net Proceeds is in line with the chapter titled '*Objects of the Issue*' mentioned in the Prospectus of the Company.
5. On the basis of the unaudited books of account and relevant records, information and explanations provided to us and representation from the management of the Company, we certify the utilization of the Net Proceeds more particularly as described in the Red Herring Prospectus and the Prospectus as given in the accompanying Annexure.
6. I/We hereby declare that this report is based on the format as prescribed by Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended. I/We further declare that this report provides true and fair view of the utilization of the Net Proceeds.
7. I/We declare that we do not have any direct / indirect interest in or relationship with the issuer/promoters/directors/management and also confirm that we do not perceive any conflict of interest in such relationship / interest while monitoring and reporting the utilization of the Net Proceeds by the Company.
8. This certificate is furnished solely for submission to Axis Bank Limited (the Monitoring Agency) regarding the utilization of the Net Proceeds in terms of paragraph \_\_ of section \_\_ of the Monitoring Agency Agreement dated \_\_\_\_\_ between the Company and Axis Bank,



("Monitoring Agency Agreement"), and is not to be used for any other purpose or to be distributed to any other parties without our prior written consent.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Monitoring Agency Agreement.

For [●]  
Chartered Accountants  
ICAI Firm's Registration No: [●]

[●]  
[●]  
Membership No. [●]  
UDIN: [●]  
Date:

[●]



## SCHEDULE II

### FORMAT OF STOCK EXCHANGE INTIMATION BY THE COMPANY

Statement of Deviation / Variation in utilization of funds raised						
Name of listed entity						
Mode of Fund Raising	Public Issues					
Date of Raising Funds						
Amount Raised						
Report filed for Quarter ended						
Monitoring Agency	applicable / not applicable					
Monitoring Agency Name						
Is there a Deviation / Variation in use of funds raised	Yes / No					
If yes, whether the same is pursuant to change in terms of a contract or objects, which was approved by the shareholders						
If Yes, Date of shareholder Approval						
Explanation for the Deviation / Variation						
Comments of the Audit Committee after review						
Comments of the Chartered Accountants, if any						
Objects for which funds have been raised and where there has been a deviation, in the following table						
Original Object	Modified Object, if any	Original Allocation	Modified allocation, if any	Funds Utilised	Amount of Deviation/Variation for the quarter according to applicable object	Remarks if any



<p><i>Deviation or variation could mean:</i></p> <p><i>(a) Deviation in the objects or purposes for which the funds have been raised or</i></p> <p><i>(b) Deviation in the amount of funds actually utilized as against what was originally disclosed or</i></p> <p><i>(c) Change in terms of a contract referred to in the fund raising document i.e. prospectus, letter of offer, etc.</i></p> <p>Name of Signatory</p> <p>Designation</p>						



## ANNEXURE

### Format of the Monitoring Agency Report to be submitted

Front Page:

1) Issuer Details: Name of the issuer:  
The names of the promoters of the issuer:

Industry/sector to which it belongs:

2) Issue Details:

Issue Period :

Type of issue (public/rights):

Type of specified securities:

Grading:

Issue size ( ` in Crores):

3) Details of the arrangement made to ensure the monitoring of issue proceeds:

*(Give item by item description for all the objects, as well as for the sub-heads(if any)) given under objects, stated in the offer document separately in following format)*

Particulars	Reply	Source of information / certifications considered by Monitoring Agency for preparation of report"	Comments of Monitoring Agency	Comments of Board of Directors
Whether all the utilization is as per disclosure in Offer Document?	Yes/No			
Whether Shareholder approval is obtained in case of material deviations# from expenditures disclosed in Offer Document?	Yes/No			
Whether means of finance for disclosed objects of the Issue has changed?	Yes/No			
Any major deviation observed over the earlier monitoring agency reports?	Yes/No			
Whether all Government / Statutory approvals related to the object(s) obtained?	Yes/No			
Whether all arrangements pertaining to technical assistance/collaboration in operation?	Yes/No			
Any favorable events improving object(s) viability	Yes/No			
Any unfavorable events affecting object(s) viability	Yes/No			
Any other relevant information that may materially affect the decision making of the investors	Yes/No			

# Where material deviation may be defined to mean:

- a) Deviation in the objects or purposes for which the funds have been raised  
b) Deviation in the amount of fund actually utilized by more than 10% of the amount projected in the offer documents.

4) Details of object(s) to be monitored:

(i) Cost of object(s):

(Give item by item description for all the objects, as well as for the sub-heads(if any)) given under objects, stated in the offer document separately in following format) (₹/Crores)

Sl. No	Item Head	Source of information / certifications considered by Monitoring Agency for preparation of report	Original Cost (as per Offer Document)	Revised Cost	Comments of Monitoring Agency	Comments of Board of Directors		
						Reason of cost revision	Proposed financing option	Particulars of firm arrangements made

(ii) Progress in the object(s):

(Give item by item description for all the objects, as well as for the sub-heads(if any)) given under objects, stated in the offer document separately in following format)(₹/Crores)

Sl. No	Item Head	Source of information / certifications considered by Monitoring Agency for preparation of report	Amount as proposed in Offer Document	Amount utilized			Total unutilized Amount	Comments of Monitoring Agency	Comments of Board of Directors
				As at Beginning of	During the	At end of			



				the quarter	quart er	qua r er			funds	of Action

\$ Provide following details under Item Head:

S. No	Name of the Object	Brief description of the object

(iii) Deployment of unutilized proceeds:(₹/Crores)

Sl. No	Type of instrument where amount invested*	Amount invested	Maturity date	Earnings	Return on Investment (ROI %)	Market Value as at the end of quarter**

\* Also indicate name of the party/company in which amounts have been invested

\*\* Where market value is not practical to find, provide NAV/NRV/Book Value of the same

(iv) Delay in implementation of the object(s):

Object(s) Name	Completion Date		Delay (No. of days/ months)	Comments of Board of Directors	
	As per Offer	Actual*		Reason of	Proposed

	Document			delay	Course of Action
<p>* In case of continuing object(s) please specify latest/revised estimate of completion date.</p>					
<p>3. "Details of utilization of proceeds stated as General Corporate Purpose (GCP) amount in the offer document" (₹/Crores)</p>					
Item Head	Amount as per offer document	Date of Payment	Amount Utilized as on 31 December 2021	Un Utilised Balance	