

# BINDI DILIP MESWANI

601, Tulsi Building, G.B.Indulkar Road, Vile Parle East, Mumbai-400057.

Date: June 12, 2025

To,  
The Board of Directors,  
Aakaar Medical Technologies Limited  
801, Heritage Plaza,  
Telli Galli Cross Road, Andheri (East),  
Mumbai-400069 Maharashtra, India

Dear Sir,

**Re:** : Proposed initial public offering of equity shares of face value of Rs. 10/- each (the "Equity Shares") of Aakaar Medical Technologies Limited (the "Company") (the "Issue" or "IPO")

**Sub:** Consents for promoter lock-in

1. I hereby give my consent to include my shareholding of 596750 equity shares of the Company, constituting 4.21% of the Company's post- IPO equity share capital, to be locked-in, from the date of allotment in the IPO being the minimum promoter's contribution, for a period of Three (3) years or for such other time, and subject to the restrictions and exemptions as may be prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, ("SEBI ICDR Regulations"), as amended, towards the minimum promoters' contribution for the IPO.

Details of equity share capital subject to lock-in for a period of Three (3) years commencing from the date of allotment of Equity Shares in the Issue.

Name of Promoter	Nature of issue	Date on which Equity Shares were allotted/ Transferred	No. of Equity Shares	Issue price [Rs.]	Nature of payment of consideration	Number of Equity Shares locked - in	% of post-Issue paid up capital	No. of pledged Equity Shares
Bindi Dilip Meswani Jt.Dilip Ramesh Meswani	Equity	6.8.2024	3000	30000	Cash	596750	Nil	Nil
		6.8.2024	17000	170000	Cash			
		6.8.2024	120000	Nil	N.A			
		7.8.2024	456750	Nil	N.A			

2. I/we consent to lock-in my balance pre-IPO equity share holding, which is in excess of the minimum promoter's contribution from the date of allotment in the IPO, for a period of one (1) *year*
3. I/we agree not to sell, transfer, charge, pledge, lien or otherwise encumber any of the abovementioned locked-in equity shares till such time that the lock-in remains effective, save and except as may be permitted under the SEBI ICDR Regulations.
4. I/we confirm that the equity shares proposed to be included as part of the minimum promoters' contribution as detailed above, are eligible for the computation of lock-in as promoters contribution as per the requirements of Regulation 237 of the SEBI ICDR Regulations. Accordingly, such equity shares:

- x. have not been acquired during the preceding three years for consideration other than cash and revaluation of assets or capitalization of intangible assets, and, have not been issued against shares, which are otherwise ineligible for promoters' contribution;
- xi. are not resulting from a bonus issue, out of revaluation of reserves or reserves created without accrual of cash resources or unrealised profits of the Company in the preceding three years or against equity shares which are otherwise ineligible for computation of promoters' contribution;
- xii. are not subject to any pledge and/or any other encumbrance;
- xiii. are not arising out of securities acquired during the preceding year, at a price lower than the price at which shares of the Company will potentially be issued to the public pursuant to the proposed IPO;
- xiv. are not arising out of securities allotted to the promoters and alternative investment funds or foreign venture capital investors or scheduled commercial banks or public financial institutions or insurance companies registered with Insurance Regulatory and Development Authority of India during the preceding one year at a price less than the issue price, against funds brought in by them during that period
- xv. are not arising out of any private placement made by solicitation of subscriptions from unrelated persons either directly or through any intermediary;
- xvi. have been certified by the Auditors of the Company, after an exhaustive inquiry and diligence, as being eligible for the said lock-in in light of the applicable eligibility requirements under the SEBI ICDR Regulations in this regard;
- xvii. I confirm that none of the Equity Shares held or owned (beneficially or otherwise) by me are pledged with any bank or financial institution or any other creditor as collateral security for any loans granted by such banks or financial institutions or with any creditor;
- xviii. If required, I confirm that I shall enter into any agreement as may be required to facilitate the use of an overallotment option in terms of Regulation 279 of the SEBI ICDR Regulations.

I/we confirm that any changes to the above will immediately be intimated to the Lead manager(s) to the IPO, till the date on which the securities of the Company to be issued pursuant to the IPO, start trading on the NSE Emerge. In the absence of any communication from us, you may assume that there is no change in respect of the matters covered in this certificate.

This certificate may be relied upon by the legal advisor and the Lead manager in relation to the IPO. All capitalized terms used herein and not specifically defined shall have the same meaning as ascribed to them in the IPO related issue documents.

I/We hereby indemnify and agree to keep indemnified, saved, defended and harmless the Lead manager and Legal Advisor to the proposed IPO of the Company and all persons claiming under them ("**Indemnified Persons**"), from and against all losses and/or damages arising as a result of the aforementioned representations made by me/us in order to disclose details of the same in the Issue Documents including the Red Herring Prospectus, the Prospectus, the Abridged Prospectus and any other addendum thereto (together referred as "**Issue Documents**"), for the Issue or arising as a result of any notices, proceedings, litigations, claims, penalties, demands and costs that may be made and/or raised on the Indemnified Persons by any concerned authority(ies) and/or with regard to any matter arising in connection thereto or otherwise by reason of the matter contemplated herein and/or sustained by the Lead manager and/or the Legal Advisor to the Issue as a result of any statements, representations, assurances, confirmations hereinunder given being untrue.

Yours faithfully,



Name: Bindi Dilip Meswani

DIN: 06594958

Promoter

**Cc:**

**The Book Running Lead Managers ("BRLM")**

**Indorient Financial Services Limited**

B/805, Rustomjee Central Park,  
Andheri Kurla Road, Chakala,  
Mumbai – 400093, Maharashtra, India

**Legal Advisors to the Issue**

**Vidhigya Associates**

A-105, Kanara Business Centre  
Link Road, Laxmi Nagar  
Ghatkopar East, Mumbai-400075.  
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