

B S R & Co. LLP

Chartered Accountants

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Private and Confidential

The Board of Directors
Fractal Analytics Limited
Level 7, Commerz II, International Business Park,
Oberoi Garden City,
Off. Western Express Highway
Goregaon (East),
Mumbai – 400 063

Date: 23 January 2026

Subject: Independent Auditor's Report on the utilisation of loans for the purpose for which it was availed as required by Clause 9(A)(2)(b) of Part A of Schedule VI of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") in relation to proposed initial public offering of equity shares of face value of INR 1 each (the "Equity Shares") by Fractal Analytics Limited (the "Company") comprising a fresh issue of the Equity Shares by the Company and an offer for sale of Equity Shares by certain shareholders of the Company (hereinafter referred to as the "Proposed Offer")

Dear Sirs,

1. This letter is issued in accordance with the terms of our engagement letter dated 15 November 2025 and subsequent addendum dated 17 November 2025.
2. We, B S R & Co. LLP, Chartered Accountants, were re-appointed as the statutory auditors of the Company in its 24th Annual General Meeting held on 30 August 2024 for a period of five years to hold office from the conclusion of that Annual General Meeting until the conclusion of the 29th Annual General Meeting.
3. In connection with the aforesaid Proposed Offer, as required by the SEBI ICDR Regulations, the Company is required to obtain a report from their statutory auditors with regard to the utilisation of loan for the purpose for which it was availed by the material subsidiary of the Company, Fractal Analytics Inc. ("Subsidiary").
4. The accompanying statement to this report contains the details of the loan of the Subsidiary which are proposed to be repaid/ prepaid by Company or the Subsidiary including name of lenders, nature of borrowing, principal loan amount sanctioned, purpose of borrowing under the loan documentation, principal loan amount disbursed (gross), date of the loan agreement, date of disbursement, amount of loan utilised (gross), purpose for which loan utilized, amount outstanding (gross) as per unaudited books of account as at 30 November 2025, repayment schedule, interest rate (%) and prepayment penalty as given in Annexure 1 (the "Statement"). We have not examined, reviewed or audited any special purpose consolidated interim financial statements of the Company and its subsidiaries and its associate as of any date or for any period subsequent to 30 September 2025; although, we have conducted an audit as at and for the period ended 30 September 2025, the purpose (and therefore the scope) of the audit was to enable us to express an opinion on the financial statements as of 30 September 2025 and for the period then ended, but not on the financial statements for any interim period within that period. Therefore, we are unable to and do not express any opinion on the financial position, results of operations, or cash flows of the Company or the Subsidiary as of any date or for any period subsequent to 30 September 2025. As informed by the management, the loan of the Subsidiary is proposed to

Registered Office:

B S R & Co. (a partnership firm with Registration No. BA61223) converted into B S R & Co. LLP (a Limited Liability Partnership with LLP Registration No. AAB-8181) with effect from October 14, 2013

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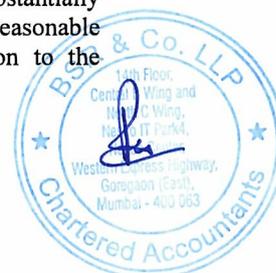
be repaid/ prepaid by the Company or the Subsidiary from the proceeds of the fresh issue of Equity shares of the Company and the Statement has been prepared by the Company in accordance with the requirements of the SEBI ICDR Regulations and initialled by us for identification purposes only.

Management's Responsibility for the Statement

5. The preparation of the accompanying Statement is the responsibility of the management including the preparation and maintenance of all accounting and other relevant supporting records and documents. This responsibility also includes designing, implementing and maintaining internal control relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.
6. The management is also responsible for ensuring:
 - a) identification of the loan proposed to be repaid/ prepaid by the Company or the Subsidiary from the proceeds of the fresh issue of equity shares of the Company;
 - b) the utilisation of loan for the purpose for which it was availed;
 - c) completeness and accuracy of details provided in the accompanying Statement; and
 - d) compliance with the requirements of the SEBI ICDR Regulations

Auditor's Responsibility

7. Pursuant to the requirements of Clause (9)(A)(2)(b) of Part A of Schedule VI of the SEBI ICDR Regulations, it is our responsibility to obtain limited assurance and to conclude that nothing has come to our attention that causes us to believe that the details provided in the Statement are not in agreement with the unaudited books of accounts and other relevant records of the Subsidiary.
8. We have audited the special purpose consolidated interim financial statements of the Company and its subsidiaries and its associate for the period ended 30 September 2025 on which we issued an unmodified audit opinion vide our reports dated 15 November 2025 and the consolidated financial statements of the Company and its subsidiaries and its associate and the standalone financial statements of the Subsidiary for the year ended 31 March 2025 on which we issued an unmodified audit opinion vide our reports dated 21 May 2025. Our audit of these financial statements was conducted in accordance with the Standards on Auditing specified under Section 143(10) of the Companies Act, 2013, as amended. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit was not planned and performed in connection with any transactions to identify matters that may be of potential interest to third parties.
9. We conducted our examination in accordance with the Guidance Note on Reports or Certificates for Special Purposes (Revised 2016) ("Guidance Note") issued by the Institute of Chartered Accountants of India. The Guidance Note requires that we comply with ethical requirements of the Code of Ethics issued by the Institute of Chartered Accountants of India. Our scope of work did not involve performance of any audit test in this context of our examination. Accordingly, we do not express an audit opinion.
10. We have complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements.
11. A limited assurance engagement includes performing procedures to obtain sufficient appropriate evidence that vary in nature, timing and extent than a reasonable assurance engagement. Consequently, the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had we performed a reasonable assurance engagement. We have performed the following procedures in relation to the Statement:



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- a. Obtained the Statement as prepared by management, comprising the details of loan of the Subsidiary, which are proposed to be repaid/ prepaid by the Company or the Subsidiary from the proceeds of the fresh issue of Equity shares of the Company including name of lenders, nature of borrowing, principal loan amount sanctioned, purpose of borrowing under the loan documentation, principal loan amount disbursed (gross), date of the loan agreement, date of disbursement, amount of loan utilised (gross), purpose for which loan utilized, amount outstanding (gross) as per unaudited books of account as at 30 November 2025, repayment schedule, interest rate (%) and prepayment penalty;
 - b. Obtained from management, last approved/ renewed loan agreement as mentioned in the Statement and verified the details as mentioned in the Statement from the last approved/ renewed loan agreement, to the extent possible. The management has represented to us that there are no amendments or supplementary agreements/ arrangements/ letters thereof other than those provided to us;
 - c. Obtained from management the credit agreement dated as of December 21, 2021 and verified the details of purpose of borrowing under the said agreement. The management has represented to us that there are no amendments or supplementary agreements/ arrangements/ letters thereof other than those provided to us;
 - d. Obtained the bank statements from banks for loan specified in the Statement, containing the details of the transactions till 30 November 2025 and traced the loan amounts and other loan details as included in the Statement, to the extent possible;
 - e. Verified the details of utilisation of the loan as mentioned in the Statement, as prepared by the management, including tracing the same to the unaudited books of account and records maintained by the Subsidiary and other relevant supporting records and documents;
 - f. Obtained details of loan balance as per the unaudited books of accounts of the Subsidiary as at 30 November 2025 and compared the same to the Statement and to the administrative agent confirmation provided to us by the management; and
 - g. Performed necessary inquiries with the management and obtained necessary representations from the management.
12. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Conclusion

13. Based on our examination and procedures performed as stated in paragraph 11 above, and the information and explanations given to us, nothing has come to our attention that causes us to believe that the details provided in the Statement are not in agreement with the unaudited books of account and other relevant records of the Subsidiary.

Restrictions of use

14. This report has been provided by B S R & Co. LLP, Chartered Accountants, at the request of the Company and solely for the information of Kotak Mahindra Capital Company Limited, Axis Capital Limited, Goldman Sachs (India) Securities Private Limited, and Morgan Stanley India Company Private Limited (collectively, the "Book Running Lead Managers" or "BRLMs") to assist them in conducting their due-diligence and documenting their investigations of the affairs of the Company in connection with the Proposed Offer.
15. This report is not intended for general circulation or publication and is not to be reproduced or used for any other purpose without our prior consent in writing, other than for the purpose stated



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above. Accordingly, we do not accept or assume any liability or any duty of care for any other purpose or to any other person to whom this report is shown or into whose hands it may come without our prior written consent. We, however, hereby give consent for inclusion of this information in the Red Herring Prospectus and Prospectus proposed to be filed by the Company with the Securities and Exchange Board of India ("SEBI"), the stock exchanges where the Equity Shares of the Company are proposed to be listed (the "Stock Exchanges") and the Registrar of Companies, Maharashtra, situated at Mumbai ("RoC") and submission of this report to SEBI or Stock Exchanges or RoC in connection with this Proposed Offer, as the case may be.

for B S R & Co. LLP
Chartered Accountants
ICAI Firm's Registration No: 101248W/W-100022



Rajesh Mehra
Partner

Place: Mumbai
Date: 23 January 2026

Membership number: 103145
ICAI UDIN: 26103145FGIRZY3067

cc:

Kotak Mahindra Capital Company Limited
1st Floor, 27 BKC, Plot No. C-27
'G' Block, Bandra Kurla Complex
Bandra (East)
Mumbai 400 051
Maharashtra, India

Axis Capital Limited
1st Floor, Axis House
Pandurang Budhkar Marg, Worli
Mumbai – 400 025
Maharashtra, India

Goldman Sachs (India) Securities Private Limited
9th and 10th Floor, Ascent-Worli
Sudam Kalu Ahire Marg
Worli, Mumbai - 400 025
Maharashtra, India

Morgan Stanley India Company Private Limited
Altimus, Level 39 & 40
Pandurang Budhkar Marg, Worli
Mumbai – 400 018
Maharashtra, India

Annexure 1- Statement of Loans outstanding as at 30 November 2025 to be repaid out of the proceeds of the proposed offer

Name of lenders	Nature of Borrowing	Principal loan amount sanctioned	Purpose of borrowing under the loan documentation (Also refer Note 1)	Principal loan amount disbursed (Gross) (Rs. in million)	Date of the Loan Agreement	Date of disbursement	Amount of loan utilised (Gross)	Purpose for which loan utilised	Outstanding Amount (Gross) as per unaudited books of account as at 30 November 2025 (Refer Note 2)	Repayment schedule	Interest rate (%)	Prepayment Penalty
		(Rs. in million)		(Rs. in million)	(Rs. in million)				(Rs. in million)			
Citibank N.A. and HSBC Bank USA, N.A.	Term Loan	2,675	To refinance all outstanding indebtedness under credit agreement dated as of December 21, 2021 by and among Fractal Analytics Inc., the Company, Acquiom Agency Services LLC, and the financial institutions party thereto as lenders (the "Credit Agreement") and to pay transaction expenses	2,675 (refer Note 2)	September 26, 2024	September 27, 2024	2,675 (refer Note 2)	Refinance all outstanding indebtedness under credit agreement dated as of December 21, 2021 by and among Fractal Analytics Inc., the Company, Acquiom Agency Services LLC, and the financial institutions party thereto as lenders (the "Credit Agreement") and pay transaction expenses	2,796	The term loan is required to be repaid in 9 quarterly instalments till the maturity date, i.e., December 15, 2026.	Secured Overnight Financing Rate (SOFR)+ 150 Basis Point (BPS)	None

for identification




Note

1. The purpose of borrowing under credit agreement dated as of December 21, 2021 inter-alia was for (a) Permitted Acquisitions and other Investments permitted under the Loan Documents and (b) any fees, costs, and expenses incurred in connection therewith.
2. The Term loan was obtained in USD and the amount outstanding as at 30 November 2025 is USD 31.30 million. Principal loan amount sanctioned was USD 32.00 million. The amount disbursed and utilised was USD 31.94 million which is net of upfront fees and term fees amounting to USD 0.06 million.

For and on behalf of Fractal Analytics Limited



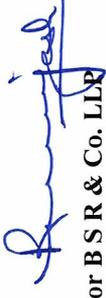
Ashwath Bhat
Chief Financial Officer

Place: Mumbai

Date: 23 January 2026



Signed for identification purposes only



For B S R & Co. LLP