



Registration and Stamps Department Madhya Pradesh



Certificate of Stamp Duty

e-Stamp Details

e-Stamp Code

01014316092025006504

e-Stamp Amount

₹ 1,000



Government stamp duty ₹	1,000
Municipal duty ₹	0
Janpad duty ₹	0
Upkar ₹	0
Exempted stamp duty ₹	0

e-Stamp Type

Non-judicial

e-Stamp Issue Date & Time

16-09-2025 02:47:10 PM

e-Stamp issued by

KISHORE RAI

Type of Issuer

Self, e-Mail:ki*****@gmail.com

Issuer's Location

391 Near vivekanand school, , Bhopal, Bhopal, Madhya Pradesh

Deed Details

Deed Type

Agreement or Memorandum of an agreement

Instrument

Agreement If not otherwise provided for (Agreement If not otherwise provided,
a) where value is involved - one rupee for every ten thousand rupees or part thereof,
subject to a minimum of one thousand rupees;
b) in case not falling under (a) above - one thousand rupees.)

Issuer's e-signature

e-Signed By: KISHORE RAI
Date & Time: 16/09/2025 03:01:08 PM
Reason: E-Stamp Issuer Signing
Location: India





Registration and Stamps Department Madhya Pradesh



I/we, executed the document of Instrument as Executant and claimant, hereby solemnly declare the following recitals are correct and true, validated by all the executant or/and claimant, following details are declared and confirmed by the concerned executant.

Party / Parties Details

S.No.	Name	Party Type	Address & Contact Details
1	XTRANET TECHNOLOGIES LIMITED Through Sukhbir Singh Kukreja (Cin/Gstin - 23AAACX0238J1ZK)	Owner	Z-24, ZONE-1, M.P. NAGAR, Bhopal Madhya Pradesh - 462011 Email:su*****@xtranetindia.com Contact No. : XXXXXX9302

Recital

Agreement Between

(1) XTRANET TECHNOLOGIES LIMITED, a public limited company incorporated under the laws of Companies Act, 1956, bearing CIN: U72200MP2002PLC014956 and having its registered office at Z-24, Zone- 1, M.P. Nagar, Bhopal- 462011, Madhya Pradesh,

AND

(2) KFIN TECHNOLOGIES LIMITED, a public limited company incorporated under the Companies Act, 2013, bearing CIN: L72400TG2017PLC117649 [LLO Comment: CIN as per MCA is L72400MH2017PLC444072. KFIN to kindly confirm.] and having its registered office at 301, The Centrum, 3 rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai-400070, Maharashtra, India

E-Signature of Party / Parties

S.No.	Name	e-Sign Stamp
1	Sukhbir Singh Kukreja	 Digitally signed by SUKHBIR SINGH KUKREJA Date: 2025.09.16 14:59:44 +05:30 Reason: Deed Signing Location: India



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT

DATED SEPTEMBER 20, 2025, ENTERED INTO BY AND AMONG XTRANET

TECHNOLOGIES LIMITED AND KFIN TECHNOLOGIES LIMITED

REGISTRAR AGREEMENT

DATED SEPTEMBER 20, 2025

BY AND AMONG

XTRANET TECHNOLOGIES LIMITED

AND

KFIN TECHNOLOGIES LIMITED



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A handwritten signature in blue ink, appearing to be "Munish", written in a cursive style.



This Registrar Agreement (the "**Agreement**") is made at Bhopal on this 20th day of September, 2025,
By and between:

- (1) **XTRANET TECHNOLOGIES LIMITED**, a public limited company incorporated under the laws of Companies Act, 1956, bearing CIN: U72200MP2002PLC014956 and having its registered office at Z-24, Zone- 1, M.P. Nagar, Bhopal- 462011, Madhya Pradesh, 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

- (2) **KFIN TECHNOLOGIES LIMITED**, a public limited company incorporated under the Companies Act, 2013, bearing CIN: L72400TG2017PLC117649 and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai-400070, Maharashtra, India (hereinafter referred to as the "**Registrar**"), 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 **SECOND PART**.

In this Agreement, the Company and the Registrar are together referred to as "**Parties**", and individually as "**Party**", as the context may require.

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares of face value ₹ 10/- each (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 2500 million (the "**Issue**"). The Issue shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder, each as amended (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**") and other applicable laws at such price as may be determined through the book building process ("**Book Building Process**") as prescribed in Schedule XIII of the SEBI ICDR Regulations, and as agreed by the Company and the Book Running Lead Manager (*as defined below*) (the "**Issue Price**"). The Issue will be made (i) within India, to Indian institutional, non-institutional and Individual Investors in accordance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and made in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and (ii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S, and in each case, in compliance with applicable laws of the jurisdictions where those offers and sales are made in accordance with the SEBI ICDR Regulations. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Manager, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
2. The board of directors of the Company ("**Board**") has, pursuant to its resolution dated July 16, 2025 approved and authorized the Issue. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act, have approved the Issue at the extraordinary general meeting held of the Shareholders of the Company on July 23, 2025.
3. The Company has appointed Share India Capital Services Private Limited (the "**Book Running Lead Manager**" or "**BRLM**") to manage the Issue as the book running lead manager, on an exclusive basis and the BRLM has accepted the engagement in terms of the engagement letter dated February 20, 2025 (the "**Engagement Letter**") subject to the terms and conditions set forth thereon and subject to the execution of this Agreement.
4. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India ("**SEBI**") as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**").
5. The Registrar is an entity registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**SEBI RTA**



Signature



Regulations”), having a valid and subsisting registration no. INR000000221 and such registration certificate is attached as ‘Schedule I to act as a Registrar to the Issue (the activities pertaining to the registrar to the Issue are being collectively referred to as the “Assignment”) and shall perform all responsibilities required to be discharged by the Registrar to the Issue in the manner as required under the various rules and regulations as applicable, passed by SEBI as empowered under the provisions of the SEBI Act including those prescribed by the SEBI RTA Regulations, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board by its resolution dated July 16, 2025, has approved the appointment of KFin Technologies Limited as the Registrar to the Issue, as per the terms and conditions, detailed in this Agreement.

6. In accordance with the SEBI ICDR Regulations, the application supported by blocked amount (the “ASBA”) process is mandatory for all investors bidding in the Issue (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Issue. Individuals applying as Individual Investors (“IIs” or “Individual Investors”) and Non-Institutional Investors (“NIIs”) (IIs, together with NIIs, “UPI Investors”) in the Non-Institutional Portion, are required to participate through the unified payment interface (“UPI”) process (“UPI Mechanism”), in accordance with, and based on the timelines and conditions prescribed under the SEBI master circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (“SEBI RTA Master Circular”) read with SEBI circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 (“ICDR Master Circular”), along with (i) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (to the extent such circular is not rescinded by the SEBI RTA Master Circular and ICDR Master Circular, as applicable to UPI); (ii) the circulars issued by the National Stock Exchange of India (NSE) Limited and BSE Limited (collectively the “Stock Exchange” or “Stock Exchanges”), and any subsequent circulars or notifications issued by SEBI and the Stock Exchanges in this regard (collectively, “UPI Circulars”), and any other applicable laws. The UPI Circulars have come into force in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.
7. Pursuant to the ICDR Master Circular, the Registrar along with relevant intermediaries has made appropriate systemic and procedural arrangements for effective implementation of the ICDR Master Circular to ensure that all ASBA applications are processed only post blocking of the application monies in the investor’s bank accounts. The Registrar and the relevant intermediaries shall comply with any additional circulars or other applicable laws, and the instructions of the BRLM, as may be issued in connection with the ICDR Master Circular.
8. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid agreement with the Company for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties have agreed to enter into this Agreement.
9. Further, the Company shall, to the extent permissible under the terms of this Agreement and applicable law, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLM. The Company whereby the Registrar warrants and undertakes to perform its obligations and responsibilities under this Agreement in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties do hereby agree as follows:

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural and *vice versa*.
- (b) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity.



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- (c) Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.
- (d) References to the words "include" and "including" shall be construed without limitation.
- (e) References to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or any replacement or novation thereof.
- (f) References to a statute or statutory provision shall be construed as a reference to such provisions as may from time to time be amended, consolidated, modified, extended, re-enacted or replaced.
- (g) Reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns.
- (h) References to any article, section, clause, paragraph, preamble, schedule or annexure or recitals is, unless indicated to the contrary, a reference to a section, clause, paragraph, preamble schedule or annexure or recitals, respectively of this Agreement.
- (i) References to the Issue Documents (as defined hereafter) shall mean the Issue Documents as of their respective dates.
- (j) References to the words "Working Day" shall be construed to mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in India are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Issue Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in India are open for business and for the time period between the Bid/Issue Closing Date and 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 in India in accordance with circulars issued by SEBI from time to time.
- (k) In this Agreement, the term "ASBA" shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorising a Self-Certified Syndicate Banks ("SCSBs") to block the Bid Amount in the ASBA Accounts and will include applications made by UPI Investors (as mandated by, and subject to prescribed limit, under the ICDR Master Circular, as amended from time to time) using UPI, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Investors.
- (l) In this Agreement, the term "UPI Investor" shall mean collectively, Individual Investors applying as (i) IIs, in the Retail Portion; and (ii) NIIs with an application size of up to ₹ 0.50 million in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to the ICDR Master Circular, all Individual Investors applying in public issues where the application amount is up to ₹ 0.50 million shall use UPI Mechanism and shall provide their UPI ID in the bid-cum-application form submitted with: (a) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (b) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (c) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).
- (m) In this Agreement, the term "Non-Institutional Portion" shall mean the portion of the Issue being not less than 15% of the Issue or the Issue less allocation to QIBs and Individual Investors, available for allocation to Non-Institutional Investors, of which one-third shall be available for allocation to Bidders with an application size of more than two lots and up to such lots equivalent to not more than ₹ 10 lakhs and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 10 lakhs, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Investors subject to valid Bids being received at or above the Issue Price;



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- (n) In this Agreement, the term "Retail Portion" shall mean the portion of the Issue being not less than 35% of the Issue or the Issue less allocation to QIBs and Non-Institutional Investors, available for allocation to IIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Issue Price;
- (o) In this Agreement, the term "QIB Portion" shall mean the portion of the Issue being not more than 50% of the Issue size shall be available for allocation to QIBs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Issue Price;
- (p) Unless otherwise defined, the reference to the word 'days' shall mean calendar days. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day.
- (q) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (r) The Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement.
- (s) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the draft red herring prospectus (the "Draft Red Herring Prospectus" or "DRHP"), the red herring prospectus (the "Red Herring Prospectus" or "RHP") and the prospectus (the "Prospectus" together with the DRHP and the RHP, the "Issue Documents") issued in relation to the Issue, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Gwalior (the "RoC") and also with BSE Limited and NSE Limited (together, the "Stock Exchanges"), as applicable, and the Issue Agreement to be executed between the Company, the and the BRLM, as the case may be in relation to the Issue ("Issue Agreement").
2. The Company hereby appoint **KFin Technologies Limited** as the "Registrar to the Issue", and the Registrar accepts such appointment by accepting the terms of appointment as set out in this Agreement and signing this Agreement through its authorised signatory. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of the under this Agreement shall only be in relation to the Equity Shares offered.
3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required as per applicable laws (including the rules, regulations, guidelines, directions and circulars (including the UPI Circulars, ICDR Master Circular, SEBI RTA Master Circular, etc.) prescribed by SEBI from time to time and the applicable provisions of the Companies Act and any amendments made from time to time along with the rules made thereunder) ("Applicable Laws"), in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with Applicable Laws, and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar, represents, warrants and declares and undertakes to the other Parties that:
- (a) It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of permanent registration bearing registration number INR000000221 from SEBI (the "Certificate") unless suspended or cancelled by SEBI. The Registrar shall ensure that the Certificate shall remain valid and in force including by taking prompt steps for its renewal or re-application if due to any reason it is cancelled earlier, at all times until the completion of the Assignment. The Registrar shall keep the Company and the BRLM informed in writing on an immediate basis if due to any unavoidable/ regulatory reasons, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial, governmental, administrative and/ or judicial authority. A copy of the registration certificate from SEBI is attached as 'Schedule I to this Agreement.

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- (b) It shall keep and maintain the books of account and other records and documents as specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of the 8 (eight) preceding financial years for a minimum period of 8 (eight) years from the date of listing and commencement of trading of the Equity Shares pursuant to the Issue, or such other period as may be prescribed under Applicable Laws.
- (c) Any and all records/ documents referred to and forming part of the annexure to SEBI Master Circular bearing reference no. SEBI/HO/CFD/PoD-1/P/CIR/2024/072 dated June 03, 2024, shall be preserved and maintained by the Registrar for period not less than 8 (eight) years after completion of the Issue on behalf of the Company or such later period as may be prescribed under Applicable Laws.
- (d) It is not an associate and shall not be deemed to be an associate of the Company or the BRLM for the purposes of the SEBI RTA Regulations.
- (e) It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, by SEBI now or in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory or regulatory, quasi-judicial, governmental, administrative, judicial or supervisory authority or court/ tribunal, at any point of time and that it is not prohibited, debarred or suspended from carrying on its activities as the 'Registrar to the Issue' by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative, judicial authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform in writing the Company, and the BRLM of such orders and fully support and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the BRLM in consultation with the Company and in the event the Company and the BRLM and their respective affiliates and partners and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLM (collectively the "BRLM Indemnified Party") incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar shall indemnify the Company, the BRLM Indemnified Party, in accordance with the terms of this Agreement in case of the Company and the including their respective Affiliates and partners and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, as the case may be and in accordance with the Letter of Indemnity, in case of BRLM Indemnified Party.
- (f) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per Applicable Laws, including, without limitation, all other applicable rules, regulations, guidelines, circulars, directions and notifications as may be issued by SEBI, from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("Listing Regulations"), UPI Circulars, and any other applicable rules, regulations and bye-laws of the Stock Exchanges, and shall act in an ethical and professional manner in all its dealings pursuant to this Agreement with the Company, the BRLM, other intermediaries and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form (and unless otherwise stated or implied, including an Anchor Investor) ("Bidders"), etc. The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company or its shareholders, the BRLM and any other person in relation to the Issue including any other intermediaries or the Bidders, etc. or contrary to or in violation of any rules, regulations, guidelines, notifications, circulars or orders/ directions issued by SEBI, from time to time or any other Applicable Laws.



Signature



- (g) It shall make complete and adequate written disclosure to the Company and the BRLM of any existing and/ or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall cooperate and comply with any instructions the Company and the BRLM may provide in respect of the Issue, provided that the Company and the BRLM do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company and the BRLM of any delay or anticipated delays or errors, if any committed, while completing any formalities including corrective actions to be taken thereto. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by the in relation to its respective portion of the Issued Shares, with instructions provided by any other Party.
- (h) It shall cooperate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per Applicable Laws, including, without limitation, the SEBI ICDR Regulations, the Listing Regulations, the UPI Circulars, the rules, regulations and bye-laws and circulars of the Stock Exchanges issued from time to time and as amended from time to time and the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time. It shall immediately notify in writing the Company and the BRLM of any delay or anticipated delays, or errors, if any committed in completion of any of the formalities, with respect to the performance of the Assignment and other services indicated herein, which could not be avoided and/ or any corrective action taken thereto and shall fully indemnify the Company and the BRLM Indemnified Party, severally and not jointly, for any losses caused due to such error or delays, if such errors/ delays are caused by the acts/ actions of the Registrar, in accordance with the terms of this Agreement and the Letter of Indemnity (for the BRLM Indemnified Party), and Applicable Laws.
- (i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth (including, as stipulated in the SEBI RTA Regulations and the SEBI RTA Master Circular) to honour its obligations and liabilities under this Agreement. It shall have a dedicated team of personnel handling post-Issue correspondence.
- (j) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company and the BRLM of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and/ or any corrective action taken thereto, and shall indemnify the Company and the BRLM for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar.
- (k) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- (l) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the requirements under paragraphs 11 and 20 of the SEBI RTA Master Circular and has implemented all systems and policies required in the SEBI RTA Master Circular.
- (m) It shall cooperate and comply with all the instructions that the Company and the BRLM may provide in respect of the Issue.
- (n) It has adequate connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", and together with NSDL, the "Depositories") in order to perform the Assignment in accordance with the terms of this Agreement.
- (o) It undertakes that the details of the Bidders including the Bidder's address, name of the Bidder's father/ husband, investor status, occupation and bank account details and UPI ID, where applicable ("Demographic Details") given by the Bidders in the Bid cum Application Form will not be used by it for any purpose other than in relation to the Issue.

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- (p) It is not subject to any litigation, or injunction or order of any court or regulatory or statutory or judicial or administrative or quasi-judicial or governmental authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the registrar in relation to any public offering by a company, including the Issue. It shall immediately notify the Company and the BRLM in writing of any such litigation, or injunction or order of any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority, about the progress with regard to any legal or action initiated against it and/ or any of its group entities by any such authority from time to time.
- (q) There is no show cause notice received by it, or action initiated or any pending investigation or inquiries against it, the outcome of which may affect the Registrar's ability and/ or any of its group entities' abilities to perform the Assignment and/ or its duties or obligations under this Agreement.
- (r) It is duly incorporated and validly exists under Applicable Laws and this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of, the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- (s) The Registrar shall hand-over to the Company, as applicable, all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 24 (twenty-four) hours from the date of termination of this Agreement, or within 24 (twenty-four) hours from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLM within 1 (one) month of closure of the Issue.
- (t) It shall keep the Company and the BRLM fully informed of the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, judicial, quasi-judicial, governmental, administrative or statutory authority from time to time. The Registrar shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and the with respect to such change in its status/ constitution, obtain the permission of SEBI and any other regulatory, judicial, quasi-judicial, governmental, administrative authority, and shall duly inform the Company, the and the BRLM immediately of such change in status or constitution in writing.
- (u) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances.
- (v) It is in compliance with the requirements of the SEBI circular bearing reference no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018.
- (w) There are no other circumstances which may affect the Registrar's ability to perform its duties or obligations under this Agreement to the satisfaction of the Company and the BRLM.
5. The Company, in relation to the Issue, hereby confirms that it has complied with and agrees to comply with in all material respects with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and all other applicable laws, to enable it to undertake the Issue.
6. The Company, as applicable, also agrees that they will coordinate with the Registrar and will not give any instructions in violation of any Applicable Laws and legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory, quasi-judicial, governmental, administrative, judicial and/ or regulatory authority. All the obligations of the Company shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company and the BRLM in writing about such instructions pursuant to which the Company, as applicable, will be free to withdraw/ modify such instructions, if required that is satisfactory to the Company, the and the Book Running Lead Manager.



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7. This Agreement entered between the Company and the Registrar is for engaging KFin Technologies Limited as the Registrar to the Issue and does not in any way bind the Company or the BRLM to appoint KFin Technologies Limited as the registrar and share transfer agent ("RTA") to the Company. The Company in consultation with the BRLM have absolute right to appoint any other agency as the RTA of the Company. In the event of appointment of any agency other than KFin Technologies Limited, the Registrar or its associates as the Company's RTA, the Registrar shall transfer/ part with all and every information pertaining to the investors/ shareholders available to the Registrar by virtue of being the Registrar to the Issue in a format compatible to the RTA appointed by the Company in consultation with the BRLM, without any additional charges to the Company or the BRLM. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company and the BRLM, for which Registrar will be liable.
8. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually, but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties in writing.
9. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
- (a) Undertakes to fulfil all the obligations and responsibilities as the Registrar to the Issue specified in this Agreement, the Underwriting Agreement to be entered into by and among the Company, and the BRLM ("**Underwriting Agreement**"), the BRLM shall fulfil their underwriting obligations and the Registrar shall provide the necessary written notices and perform such other functions as may be agreed in accordance with such Underwriting Agreement. The Company and the Registrar shall also enter into a Share Escrow Agreement ("**Share Escrow Agreement**"). the Cash Escrow and Sponsor Bank Agreement ("**Cash Escrow and Sponsor Bank Agreement**") to be entered into by and among the Company, the BRLM, the Registrar and Escrow Collection Bank(s), Refund Bank(s), Public Issue Bank(s) and Sponsor Bank(s) ("**Bankers to the Issue**"), pursuant to which the Escrow Account(s) will be opened and the Registrar shall issue requisite instructions to the Escrow Collection Bank(s), Refund Bank(s), Public Issue Bank(s) and Sponsor Bank(s) in relation to the Issue. the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus, including any amendments, addenda or corrigenda issued thereto (collectively, the "**Issue Documents**") to be issued by the Company in relation to the Issue, insofar as such are not contrary to the SEBI ICDR Regulations or other Applicable Laws. The Registrar hereby consents to the inclusion of its name, logo and other requisite details under Applicable Laws (including its contact details and SEBI Registration number) as the Registrar to the Issue in the Issue Documents and in all other documents required for the Issue and agrees to provide a consent letter in a form and manner satisfactory to the Company and the BRLM.
- (b) To enter into any other agreement with the Company, the BRLM, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement.
- (c) Facilitating dematerialisation, if required and as instructed, of the Equity Shares held in physical mode by the existing shareholders of the Company, and of any other persons as may be required under Applicable Laws prior to the filing of the Draft Red Herring Prospectus.
- (d) Provide detailed instructions in a timely manner to the Bankers to the Issue and the SCSBs, who are authorized to collect ASBA Forms from the Bidders in relation to the Issue, including the form and timeline of receipt of information.
- (e) Finalising with the Company and the BRLM and providing written intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank(s) and brokerage and selling commission for the Registered Brokers, registrars and transfer agents registered with SEBI ("**RTAs**") and Collecting Depository Participants ("**CDPs**"), the basis of the commission payable to the CDPs, RTAs, and the Registered Brokers (together the SCSBs, CDPs, RTAs, and



Signature



the Registered Brokers are hereinafter defined as the "Designated Intermediaries"), the Bid/Issue Opening Date and Bid/Issue Closing Date, including details of revision in Price Band, Floor Price, Bid/Issue Period, if any to the Designated Intermediaries.

- (f) Providing/ specifying the format and timelines to the Designated Intermediaries, as applicable, in which information in relation to ASBA Bids or the UPI mechanism, is required.
- (g) Intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank in respect of ASBA and brokerage and selling commission for the Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/ Issue Opening Date.
- (h) Accepting and collecting completed ASBA forms;
- (i) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("ISIN") of the Equity Shares and to be a party to the tripartite agreement to be entered into with the Company and the Depositories, if required.
- (j) Liaising with the Designated Intermediaries and the Sponsor Bank(s) to carry out the required steps for the purposes of the Issue.
- (k) Intimating to the Designated Intermediaries and the Sponsor Bank before the Bid/Issue Opening Date, the basis of the commission/selling commission payable, the Bid/Issue Opening Date and Bid/Issue Closing Date/time, including details of revision in Price Band, Floor Price, Bid/Issue Period, if any.
- (l) Providing inputs for finalizing the Bankers to the Issue and assist in identification of the collecting branches at the collection centres, as applicable.
- (m) Providing detailed instructions to the Escrow Banks (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Bank and Designated Intermediaries, as applicable, including the format and timeline of receipt of information.
- (n) Following up with the Sponsor Bank (through the Designated Stock Exchange), Bankers to the Issue and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank, Banker to the Issue and SCSB and advising the BRLM through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- (o) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from the Sponsor Bank(s), Bankers to the Issue, all the SCSBs, participating in the Issue, within the timelines prescribed by SEBI from time to time.
- (p) Ensuring that, with respect to Individual Investors using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs as applicable.
- (q) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as Issuer Banks for UPI or such other link as updated from time to time.

- (r) To receive and provide inputs to the Company for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("CAN") for Anchor Investors, Allotment Advice and any other pre and post Issue related stationery and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.



Signature



- (s) Subject to Applicable Laws, submit details of cancelled/ withdrawn/ deleted Bids to SCSB's on a daily basis within 60 (sixty) minutes of bid closure time from the Bid/ Issue opening date till Bid/ Issue closing date by obtaining the same from Stock Exchanges, in accordance with paragraphs 44 and 49 of the SEBI RTA Master Circular. Subject to applicable laws, the Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI RTA Master Circular.
- (t) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on letterhead/ stamped, have been received within the specified time limit as per applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the BRLM through the Stock Exchange of the mismatches, if any, that may warrant a correction of the Bid Data as applicable.
- (u) Ensuring that SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be a ground for rejection under technical grounds.
- (v) To initiate third party confirmation process not later than 9:00 am on T+2 day. SCSBs and issuer banks to provide confirmation on the third-party applications to the Registrar not later than 9:00 pm on T+2. The Company, BRLM and Registrar to submit relevant documents to the stock exchange(s) except listing application, allotment details and demat credit and refund details for the purpose of listing permission.
- (w) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event, the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category.
- (x) To review the 'Issue Procedure' section of the Issue Documents and confirm its accuracy.
- (y) To review the sections related to procedural aspects of the Issue in the Issue Documents and confirm their accuracy.
- (z) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued through the Issue;
- (aa) Providing the allotment/ revocation files to the Sponsor Bank(s) by such time as prescribed in the UPI Circulars.
- (bb) Subsequent to receiving pending application for unblock from the Sponsor Bank(s), submitting the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, by such time as prescribed in the UPI Circulars. The Allotment file shall include all the details prescribed by the UPI Circulars, including all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment/ cancelled/ withdrawn/ deleted applications etc.
- (cc) Communicating all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt, to the post Issue BRLM, and ensuring the effective redressal of such grievances.
- (dd) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar. To inform the Designated Intermediaries and the BRLM in writing of any errors in the Bid details, as applicable, along with advice to send the rectified data within a specified date.
- (ee) Receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.



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(ff) Collecting within the timelines prescribed under and in accordance with the Applicable Laws and in accordance with the agreements entered in this regard provided and in the manner as specified by the Company, and the BRLM:

- (i) The Bid File from the Stock Exchanges containing details including the Bid cum Application Form numbers and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation.
- (ii) Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLM and the ASBA Forms to the Designated Intermediaries.
- (iii) Electronic Bid file/ data (including ASBA data) from the Stock Exchanges.
- (iv) Coordination and obtaining certificate of blocked funds, in respect of Bids made by IIs by way of UPI, from Sponsor Bank(s) after closure of Bid/Issue Closing Date.
- (v) Aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Bank(s) and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank(s).
- (vi) The details of rejected ASBA Bids, if any, along with reasons for rejection and details of withdrawn or unsuccessful Bids, if any, to enable the SCSBs or the Sponsor Bank(s), as the case may be, to unblock the respective ASBA Accounts.
- (vii) The physical Bid cum Application Forms (pertaining to UPI Bids) from the Registered Brokers following the expiry of six months from the Bid/ Issue Closing Date, as applicable.
- (viii) Application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries.
- (ix) Soft and hard copies, as applicable, of the ASBA Forms, bank schedules, reconciled data and final certificates from all centres of the Designated Intermediaries, the SCSBs and the Sponsor Bank and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors from the Bankers to the Issue within the timelines prescribed by SEBI from time to time.
- (x) PAN, DP ID, UPI ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories.

In each case, in accordance with the instructions of the Company and the BRLM, and subject to reporting any disruptions/ delay in the flow of applications from the Designated Intermediaries to the Company and the BRLM, the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines.

(gg) The Registrar shall ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms.

(hh) At the time of finalisation of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for paragraph 43 of the SEBI RTA Master Circular for a single foreign portfolio investor. Further, the Registrar shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Issue to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for issue procedure, as prescribed by SEBI from time to time.



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- (ii) The Registrar shall receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs.
- (jj) To process all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Bank and the SCSBs in respect of the Issue, the BRLM and Escrow Collection Banks, as applicable, in respect of the Issue and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Issue.
- (kk) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company and the BRLM.
- (ll) Where the Registrar requires to liaise with third parties for the Assignment, including Designated Intermediaries and the Sponsor Bank(s), it shall ensure that such third party carries out the duties within prescribed timelines and in accordance with this Agreement so that there is no delay in completing the Assignment within the statutory timelines as prescribed under Applicable Laws.
- (mm) To keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Bank(s) and with respect to Anchor Investors, Bid cum Application Forms from the BRLM and the data/ information with respect to Bid Amount of Anchor Investor from the Escrow Collection Banks.
- (nn) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Red Herring Prospectus and rejecting such Bid cum Application Forms in consultation with the Company and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures.
- (oo) On Bid/ Issue Closing Date, to collect the Bid file from Stock Exchanges/ the BRLM and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, the Sponsor Bank(s) and BRLM of the erroneous Bids which will be considered as invalid.
- (pp) Upon approval of the Basis of Allotment, to share the Bid file received from the Stock Exchanges with the Sponsor Bank and the SCSBs, containing the application numbers, number of Equity Shares, bid amount and any other additional fields, as may be required, who shall use such information for credit of funds and unblocking of funds, as applicable.
- (qq) To reconcile the compiled data received from the Stock Exchanges and all SCSBs, the Sponsor Bank, BRLM and the Escrow Collection Banks, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN.
- (rr) To reject the Bids in case the DP ID, Client ID, UPI ID, and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, UPI ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date.
- (ss) To reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number).
- (tt) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars.
- (uu) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/ Issue Closing Date, as applicable.



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- (vv) To coordinate with the Bankers to the Issue (in case of Bids by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) and Sponsor Bank(s) (through Stock Exchanges) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Issue and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Laws and other relevant circulars issued by SEBI from time to time.
- (ww) To coordinate with the Sponsor Bank/ SCSBs and submit a comprehensive report on the status of debit/ unblock requests of Allottees/ non-Allottees to the BRLM within the timelines specified as per Applicable Laws.
- (xx) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Issue Documents.
- (yy) To complete validation of beneficiary account details including to confirm the status of QIBs.
- (zz) To follow and complete all processes as outlined in the Issue Documents and the General Information Document issued by SEBI.
- (aaa) To maintain the details of request for withdrawals of Bids received by the Registrar and withdrawals made in the Issue, to the extent applicable.
- (bbb) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Issue Documents along with the BRLM and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Issue documents.
- (ccc) To prepare the complete list of valid applications (after all rejections, including rejections on technical grounds), and present the same category-wise to the Company, the and the BRLM.
- (ddd) To communicate to the BRLM and the Company at the earliest about any discrepancy between the electronic bid file registered on the online system of the Stock Exchanges and the SCSB's data. The Registrar shall discuss the results of such reconciliation with the Company, the BRLM, the SCSBs and the Sponsor Bank in a timely manner.
- (eee) To provide exceptions to enable the Company, to the extent applicable, and the BRLM to take decisions on the Bids.
- (fff) To ensure that the Designated Intermediary's performance is calculated based on the broker terminal IDs and the application ranges shared by all the BRLM, and the investor grievance is resolved based on the Bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping.
- (ggg) To keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Bank(s) and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Issue on a regular basis to the Company, the and the BRLM as required by the Company, the and the BRLM.
- (hhh) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular no.



SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, all such circulars to be considered with SEBI Master Circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and any other circulars/ master circulars issued by SEBI from time to time wherein certain circulars are rescinded/ consolidated and any other Applicable Laws, on the basis of which the Basis of Allotment will be finalised.

- (iii) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and IIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the Bid/ Issue Closing Date such that the finalization of rejected Bids can be completed prior to 3:00 p.m. IST on the day one (1) Working Day after the Bid/ Issue Closing Date, as applicable.
- (ijj) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges.
- (kkk) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Issue.
- (lll) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations.
- (mmm) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Issue SCSBs and the Sponsor Bank.
- (nnn) Rejecting the Bids in respect of which the DP ID, Client ID, UPI ID and PAN specified in the reconciled data does not match the details in the depository's database.
- (ooo) To provide correct data, within the timelines prescribed by SEBI from time to time, to enable the Company and the BRLM to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations and in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment.
- (ppp) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company to the extent applicable, and the BRLM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and the in their corporate action for credit of Equity Shares on allotment/ lock-in for pre-Issue capital within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Issue capital as per SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be fully responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLM's Indemnified Parties, the Company, the cost incurred on account of payment of such interest and/ or damages, as the case may be in the manner set out in this Agreement and the Letter of Indemnity, as applicable.
- (qqq) To prepare funds transfer schedule based on approved Basis of Allotment.
- (rrr) In relation to bids made by QIBs, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies. In the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI database and RBI databases; and (b) retrieving scanned copies of



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the forms and attachments of such QIB from the SCSBs to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority, judicial, quasi-judicial, governmental, statutory and/ or administrative authority and the audited financials provided by such investor.

- (sss) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Bank(s), the Designated Intermediaries and the BRLM and particulars relating to the requisite money to be transferred to the Public Issue Account(s) in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act.
- (ttt) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Sponsor Bank(s), the Designated Intermediaries and the BRLM including:
 - (i) Bids files from the online bidding system of the Stock Exchanges and Bids furnished by the SCSBs, the Sponsor Bank, the Registered Brokers, the CDPs, and the RTAs.
 - (ii) Particulars relating to the allocation and Allotment of Equity Shares against valid Bids.
 - (iii) Particulars relating to the requisite money to be transferred to Public Issue Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act;
 - (iv) Particulars relating to, rejected/withdrawn/ unsuccessful Bids; and
 - (v) Particulars regarding the monies blocked in the ASBA Accounts or through the UPI process (in case of Individual Investors) of the respective ASBA Bidders.
- (uuu) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories, to carry out procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms.
- (vvv) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Bank(s) and the Refund Banks, as applicable.
- (www) To provide requisite Issue related data to the Company and the for filings with the Reserve Bank of India or SEBI, as may be required.
- (xxx) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company or the BRLM).
- (yyy) To Prepare the following registers and other data:
 - (i) Top 50/100/200/500/1000 shareholders (for the Stock Exchanges).
 - (ii) Allotment registers.
 - (iii) Register of members.
 - (iv) Index of members.
 - (v) Return of Allotment (for the RoC).
 - (vi) Cross Reference Register.
 - (vii) Postal journal for documents mailed



Signature



- (viii) Any other registers and/ or data as may be requested by the Company, the and/ or the BRLM in relation to the Issue.
- (zzz) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made.
- (aaaa) To coordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018.
- (bbbb) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Issue Account, and from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company and the BRLM.
- (cccc) Preparation of the fund transfer schedule based on approved Basis of Allotment, along with reconciliation of total funds received from Escrow Collection Banks, and total amounts blocked in the ASBA Accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSBs for ASBA Bids (ii) the Sponsor Banks through the Stock Exchanges in case of Bids made through UPI Mechanism; and (iii) Escrow Collection Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified under SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, all such circulars to be considered with SEBI Master Circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and any other circulars/ master circulars issued by SEBI from time to time wherein certain circulars are rescinded/ consolidated and any other Applicable Laws notified from time to time:
- (i) Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders.
- (ii) Amount to be transferred from the relevant ASBA Account/UPI linked bank account or the Escrow Account(s) to the Public Issue Account (or the refund account if so required), for each valid ASBA Bid or Anchor Investor Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable laws.
- (iii) The date by which the funds referred herein above, shall be transferred to the Public Issue Account(s) in accordance with the terms of this Agreement, the Cash Escrow and Sponsor Bank Agreement, the Issue Documents and under applicable laws.
- (iv) Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case may be.
- (dddd) Receiving pending applications for unblocking submitted with the Registrar, not later than 5:00 pm, on the next Working Day following the Basis of Allotment in accordance with the Applicable Laws



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- (eeee) Submitting bank-wise details of pending applications to SCSBs for unblocking, for Bids made through the UPI Mechanism, along with the allotment file within the time period prescribed under applicable laws. The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.
- (ffff) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank account, issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Issue Documents, this Agreement and the Applicable Laws.
- (gggg) To make suitable arrangements to: i) send SMS to ASBA investors for blocking of funds at the time of Application and for unblocking of funds in cases of no/partial allotment; and ii) send e-mails to ASBA investors for unblocking of funds in cases of no/partial allotment.
- (hhhh) To procure the mobile numbers and email addresses for sending SMS and e-mail to the ASBA investors from the information provided by the Depositories and/ or by the Sponsor Bank(s). In case of joint Bidders, it is clarified that the information of the first holder shall be used to send the SMS and e-mail.
- (iiii) The Registrar shall send the SMS and emails to ASBA investors only after: (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-Allottees/ partial Allottees by the Sponsor Bank(s) and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications
- (jjjj) The Equity Shares shall be credited to the demat accounts of the successful Bidders through the concerned Depository, based on the allotment details provided by the Registrar in accordance with instructions from the Company and in compliance with the Applicable Laws.
- (kkkk) In accordance with instructions received from the Company and the giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board and ensuring that correct credit to respective demat accounts is made in timely manner, as specified in the Issue Documents and required under Applicable Laws.
- (llll) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank(s) that the original is not paid and stop has been noted against the same, if applicable.
- (mmmm) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm in writing that all formalities are completed.
- (nnnn) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank(s) that the original is not paid and stop has been noted against the same, if applicable.
- (oooo) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges.
- (pppp) To revalidate refund orders, where permitted, if applicable.
- (qqqq) To give instructions to the Depositories to carry out lock-in for the pre-Issue share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories.



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- (rrrr) To dispatch letters of Allotment/ Allotment Advice, CAN, refund orders, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time indicated in the Issue Documents, subject to certain cases kept in abeyance in consultation with the Company and the BRLM and assist the Company and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Issue Documents.
- (ssss) To carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents.
- (tttt) To validate the bids and process rejections and allotment of Equity Shares in accordance with the disclosures in the Issue Documents and Applicable Laws.
- (uuuu) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM.
- (vvvv) Finalization of various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/ certificates, in consultation with the post-Issue BRLM (in accordance with the inter-se allocation among the BRLM) and the Company to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the SCSBs and the Bankers to the Issue.
- (www) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Issue Period and after closing of the Issue, as per Applicable Laws and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company for storage of such records and are made available to the Company and the at regular intervals.
- (xxxx) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Issue monitoring reports, etc., within timelines mentioned in the Issue Documents, in consultation with the Company, the and the BRLM.
- (yyyy) To submit relevant documents to the Stock Exchanges (except listing application, Allotment details, demat credit and refund details) for the purpose of obtaining listing in-principle and final listing and trading approvals.
- (zzzz) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company and the BRLM during the Issue Period and after closing of the Issue.
- (aaaaa) To assist the Company and the BRLM in providing necessary reports/ information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange.
- (bbbbb) To coordinate with the Refund Bank(s) for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.
- (ccccc) In accordance with Applicable Laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected) in accordance with Applicable Laws.



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- (ddddd) To initiate corporate action for Allotment of Equity Shares and ensure and facilitate timely transfer to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board.
- (eeee) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within such timeline as prescribed by SEBI from time to time.
- (ffff) To give instructions to transfer the funds from the Escrow Account to the Public Issue Account(s), for eventual credit to the Company and the in accordance with the Issue Documents and Applicable Laws.
- (gggg) To consolidate the list of subscriptions received through the underwriters to the Issue and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch.
- (hhhh) To coordinate with the Sponsor Bank(s), SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLM, Registered Brokers and other parties as may be required for completing the post-Issue process in accordance with Applicable Laws.
- (iiii) To provide data to assist the Company and the BRLM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Bid/ Issue Opening/ Closing advertisements have appeared earlier.
- (iiiii) To provide weekly reports to the Company and the BRLM, as may be required by the Company and the BRLM, on the (i) status of Equity Shares lying in the Share Escrow Account (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (iii) status of redressal of investor complaints received and pending in the form specified by the Company and the BRLM.
- (kkkk) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLM and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- (llll) To provide detailed statements for payment of brokerage within the timelines prescribed by SEBI from time to time, including the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI circular no. CIR/CFD/DIL/14/2012 dated October 4, 2012 and as disclosed in the Issue Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 and as disclosed in the Issue Documents. The quantum of commission payable shall be determined based on the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws.
- (mmmm) To ensure compliance with all applicable regulations and notifications, including SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, such circulars to be considered with SEBI Master Circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and any other circulars/ master circulars issued by SEBI from time to time wherein certain circulars are rescinded/ consolidated and any other Applicable Laws. To ensure compliance with UPI Circulars and any other Applicable Law in relation to UPI as a payment mechanism for making applications in public issues.



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- (nnnnn) Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank, for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed/ statutory timelines.
- (ooooo) To provide assistance to the Company and the BRLM in all other work incidental to or connected with processing of electronic Bids, applications for Issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories.
- (ppppp) To provide information for Form FC-GPR/ FC-TRS, other forms for filing with Reserve Bank of India/ relevant authorities in relation to Allotment of shares/ receipt of funds from NRIs, FIIs, non-residents etc.
- (qqqqq) To finalise various post-Issue monitoring reports, along with relevant documents/ certificates to be submitted to the SEBI within the stipulated timeline, in consultation with the Company/ BRLM.
- (rrrrr) To prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular, within the prescribed timeline.
- (sssss) To prepare and assist BRLM in computing the compensation payable to the investors in accordance with SEBI RTA Master Circular read with the ICDR Master Circular and to ensure that SCSBs compensate the investor, forthwith upon receipt of complaint from the investor.
- (ttttt) To provide in a timely manner all accurate information, under this Agreement including providing the BRLM and the Company, with detailed data so as to understand the share in commissions between the BRLM and the Designated Intermediaries authorized to accept and Bid, as per information provided on the website of the Stock Exchanges.
- (uuuuu) To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI RTA Master Circular read with the ICDR Master Circular, and in the formats prescribed thereunder. The Registrar shall also provide the consolidated compliance of the SCSBs to the BRLM for onward submission to SEBI as and when sought.
- (vvvvv) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FIIs who have invested in the Issue to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI.
- (wwwww) At the time of the finalization of the Basis of Allotment, investors must ensure that their PAN is linked with Aadhaar and are in compliance with the notification by the Central Board of Direct Taxes dated February 13, 2020 and press release dated June 25, 2021, September 17, 2021 and March 28, 2023 and any subsequent press releases in this regard.
- (xxxxx) To assist the BRLM to make the requisite submissions to regulators in relation to the Issue, if any.
10. In connection with the Issue, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the SEBI RTA Regulations and for the minimum duration prescribed under Applicable Laws, which include, without limitation, the following:
- All the Bid cum Application Forms received from Bidders by the SCSBs, the Sponsor Bank(s) and the Registered Brokers, SEBI Registered RTAs and DPs authorized to accept and Bid as per information provided on the websites of the Stock Exchanges in respect of the Issue, the data/information received from SCSBs and the Sponsor Bank(s) including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Issue.
 - All the electronic records including reconciled data, bank schedules and certificates relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system



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of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries.

- (c) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms.
- (d) Particulars relating to rejected/ withdrawn/ unsuccessful Bids.
- (e) Particulars relating to all the rejected/withdrawn/unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the Depositories database.
- (f) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company in consultation with the BRLM and the Designated Stock Exchange, along with relevant annexures and details.
- (g) Demographic Details obtained from the concerned Depositories.
- (h) Terms and conditions of the Issue of the Equity Shares.
- (i) Particulars relating to allocation and Allotment of Equity Shares against valid Bids.
- (j) List of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders.
- (k) Particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Issue.
- (l) Particulars relating to the application monies to be transferred to the Public Issue Account(s) from the respective ASBA accounts of the Bidders against valid Bids, and the refund orders dispatched to be returned/unblocked to the Bidders.
- (m) Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLM and the Designated Intermediaries.
- (n) Details of multiple electronic Bids submitted by Bidders (determined based on common PAN) and rejected by the Registrar.
- (o) Particulars relating to the requisite money to be transferred to the accounts of the against valid Bids.
- (p) Particulars relating to refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation and issue of duplicate refund orders.
- (q) Particulars relating to Allotment advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation.
- (r) Reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, BRLM and the Bankers to the Issue and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN.
- (s) Reconciliation between funds deposited in the Bankers to the Issue or any of their correspondent banks and total of amounts stated in the Anchor Investor Form.
- (t) Reconciliation between funds deposited in the SCSBs, Sponsor Bank(s) and Banker(s) to the Issue and total of amounts stated in Bid data received in the Issue.
- (u) Refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow Agreement and Sponsor Bank Agreement, the Issue Documents, the SEBI ICDR Regulations and the Companies Act.



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- (v) Details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI direct credit etc.
 - (w) Details of the demand drafts issued, if any, as applicable.
 - (x) Records of correspondence in respect of investor complaints, grievances, concerns or queries.
 - (y) Records of investor communication including for verifying PAN, DP ID, UPI ID and client ID details.
 - (z) Records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned, as applicable.
 - (aa) Records of pre-printed Issue stationery, including CAN, Allotment Advice like share/debenture certificates, letters of allotment, refund warrants and duplicate refund warrants orders, etc showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company.
 - (bb) Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which they were disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly.
 - (cc) Such other records as may be specified by SEBI, the Company, the Designated Intermediaries and/or the BRLM for carrying on the activities as Registrar to the Issue.
11. In addition to the above, the Designated Intermediaries shall retain physical application forms submitted by IIs using the UPI Mechanism, for a period of 6 (six) months and thereafter forward the same to the Company/Registrar. In respect of electronic forms received by it, the Designated Intermediaries shall maintain the relevant electronic records for a minimum period of 3 (three) years.
 12. Subject to the provisions of any other law, including Regulation 14 and 15 of the SEBI RTA Regulations, and commercial arrangements with the Company for storage of application forms beyond 6 (six) months, the Registrar shall preserve all aforesaid records and documents for a minimum period of 8 (eight) years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company and the BRLM with any report that is required by them using the information specified above in a timely manner.
 13. The Registrar shall provide accurately and in a timely manner, all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs and Bankers to the Issue to unblock the bank accounts of the respective ASBA Bidders or release of funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and refunds to Anchor Investors without delay, including providing the Bankers to the Issue with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Issue, the Refund Bankers, or any of their correspondent banks.
 14. The Registrar including but not limited to its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any Confidential Information (*as defined below*) about the Company, the Issue or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Issue. The Registrar shall adopt standards of data security and privacy norms in accordance with regulatory and statutory provisions under applicable laws in this regard. The Registrar shall comply with its obligations under applicable data protection laws to the extent it stores, processes and transfers any personal data to which data protection laws apply, in connection with this Agreement and/or the Issue.

"Confidential Information" shall mean and include all information provided by the Company and to the Registrar in relation to this Agreement and in respect to the Issue, in any nature and form both written and oral, including but shall not be limited to list of Bidders, different categories of Bidders, mode of payment,



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bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLM, the Company, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLM, Bankers to the Issue, brokers to the Issue, SCSBs, depository participants, disputes and grievances, any software or related technical information, marketing data and techniques, Intellectual Property information, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, financial analysis, quality assurance programs, price lists, pricing policies, software programs, software codes, algorithms, source documents, or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities, its information concerning research, financial(s), procurement requirements, client lists, investors, employees, contractual relationships, business and forecasts, marketing plans, rights and obligations of the Parties in relation to the Agreement and the Agreement itself and such other information which by its nature or the circumstances nature manifestly confidential that may be disclosed, whether orally or in writing, to each other and/or any of their Affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions.

The Registrar agrees to keep all confidential information shared by the Company, confidential and agrees to not disclose to any third party, in whole or in part, any such Confidential Information without the Company or the (as relevant) express written consent, subject to disclosures required for the purpose of the Issue and/ or as may be required by Applicable Laws.

In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company and the BRLM in writing.

The provision of this Clause shall survive the date of termination or expiration of this Agreement, whichever is earlier.

15. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Bankers to the Issue and the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
16. The Registrar shall ensure that:
 - (a) Investors shall be sent first response within 1 (one) Working Day after receipt of complaint. The Registrar shall redress complaints of the Bidders within 3 (three) days of receipt of the complaint, or such earlier time as may be prescribed under Applicable Laws, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint.
 - (b) The enquiries and/or complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines.
 - (c) The Registrar shall keep the Company and the BRLM informed about the frequency, number, nature and other particulars of the complaints received and the manner in which such complaints have been redressed by the Registrar.
 - (d) The timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with Applicable Laws. The Registrar shall follow up with the SCSBs to receive details of pending applications for unblocking of funds from



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the Sponsor Bank(s) not later than 5.00 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The allotment file shall include all applications pertaining to full allotment, partial allotment, non-allotment, cancelled, withdrawn or deleted applications etc. The Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the Applicable Laws)

- (e) The Registrar has a proper system to track, address and redress investor/ bidder complaints in accordance with the applicable regulations and shall maintain a complete and accurate record in respect of the grievances dealt with under such mechanism and ensure that such records are maintained for a period of at least 8 (eight) years from the date of this agreement and such records are made available to the Company at regular intervals.
- (f) Adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of funds without delay and as per Applicable Laws.
- (g) For electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank(s), and unblock/refund funds at the earliest as applicable.
- (h) Uniform procedure is followed for the processing of Bid cum Application Forms.
- (i) It shall provide status update at periodic intervals (being weekly to the BRLM and the Company, including on the nature and status of all investor grievances.
- (j) Information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid.
- (k) It maintains an insider list in accordance with the directions of the Company.

17. The Registrar undertakes that the Registrar or its affiliates, directors, employees shall not generally and particularly in respect of any dealings in the Equity Shares:

- (a) Be party to creation of false market.
- (b) Be a party to price rigging or manipulation.
- (c) Be a party to passing of unpublished price sensitive information to any third party including without limitation to brokers, members of the Stock Exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company
- (d) Undertake any activity that is prohibited under all applicable laws and regulations with respect to insider trading and market abuse.
- (e) Neither the Registrar nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
- (f) Neither the Registrar nor any of its employees, directors, management, representatives, officers, advisors, successors and agents or other persons acting on its behalf and permitted assigns have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration



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/ bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement, as set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.

- (g) Neither the Registrar, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue.
18. The Registrar confirms that the Registrar along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such Applicable Laws.
19. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
- (a) It is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws.
- (b) It has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws.
- (c) It will immediately notify the Company and the BRLM, if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph.
- (d) It will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged.
- (e) It will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for 6 (six) years following termination of this Agreement.
- (f) It has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required under the Applicable Laws.
20. Immediately on receiving instructions from the Company and/or the BRLM, in accordance with the Cash Escrow Agreement and Sponsor Bank Agreement, the Registrar shall issue instructions to the SCSBs and the Sponsor Bank to unblock the ASBA Accounts and/or dispatch the refund orders to the Anchor Investors within the period specified in the Issue Documents and the Cash Escrow and Sponsor Bank Agreement. If the Company, as the case maybe, are liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Issue Documents and the Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company and/or the BRLM, the Registrar shall be fully liable to indemnify the Company and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors for the cost incurred by the Company and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors in paying interest as per Applicable Laws. If the Company and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors or the BRLM Indemnified Party are made liable to compensation/ damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this



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Agreement, the Registrar shall be liable to indemnify the Company and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors or the BRLM Indemnified Parties for such compensation/damage, loss etc. incurred by the Company or the BRLM Indemnified Party as the case may be.

21. Further, it is agreed that as on the date of this Agreement, the Registrar shall issue a letter of Indemnity in favour of the BRLM, in the form as set out in **Annexure A** of this Agreement ("**Letter of Indemnity**") to indemnify the BRLM in the manner as set out in the Letter of Indemnity. In case of a discrepancy and/or conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity will prevail in relation to the contents mentioned therein. The Registrar acknowledges that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, wherever, and to the extent applicable and acknowledges and agrees that entering into this Agreement for performing its services to the Company and the is sufficient consideration for the Letter of Indemnity.
22. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository (ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders and related communications, as applicable.
23. The Company agrees that the Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Issue to any other person (except to the BRLM and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company until the completion of the dispatch of Allotment Advice, refund orders, if any, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the express written consent of the Company. The Company agrees that they the Company will have access to the applications or documents relating to the Issue at the office of the Registrar only.
24. The Registrar will handle the Issue and the Assignment related work from its office at Hyderabad which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Issue.
25. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatch of Confirmation of allotment letters/allotment/Allocation Note/Allotment Advice, etc. within the timelines prescribed by SEBI from time to time. On closure of the Bid/Issue Period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and shall share the same with the Company within 3 (three) days from the date of receipt of request from the Company and also agrees to return the excess funds to the Company, in case the refunded amount on actuals is less than the estimated amount.
26. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend all necessary assistance to the Registrar in such matters.
27. The Registrar shall provide reasonable information, support and cooperation as may be requested by the Company to facilitate the process of listing and commencement of trading of Equity Shares on the Stock Exchanges and solely to the extent such assistance is in relation to its portion of the Issued Shares.
28. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Issue.
29. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the board of directors of the Company.



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30. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
31. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary (including in connection with ASBA Bids made through UPI Mechanism).
32. The Registrar shall extend all necessary support to the Company the BRLM and the Designated Intermediaries, as may be required for the smooth and speedy functioning of the ASBA process and UPI processes.
33. The post-Issue stationery including certificates, letters of Allotment, Allotment/Allocation advices and refund orders/intimations, envelopes, etc. shall be kept ready and handed over to the Registrar within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable Laws, and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the post-Issue stationery from the Stock Exchanges and the Refund Bank.
34. The Registrar will finalize the final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue BRLM and the Company, to be submitted to SEBI within the stipulated time. The Registrar will provide all support to BRLM to ensure timely compliance with Applicable Laws.
35. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.
36. The formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI, as applicable.
37. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Issue, shall be as specified in **Schedule III** of this Agreement, and after deducting all taxes, duties and levies as per Applicable Laws. The Issue related expenses shall be shared by the Company and/or in the manner set out in the Issue Agreement. Unless otherwise agreed between the Company, all payments under this Agreement shall be made to the Registrar by the Company. It is also clarified that in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company except for any out-of-pocket expenses.
38. The Registrar shall provide such information and data as required by the BRLM with prior intimation in writing to the Company and provide certificates as may be requested by the BRLM, including at the stage of Bid/ Issue Closing Date, rejection of Bids, etc.
39. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company decides to take such insurance.
40. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, pandemic (man-made or natural), epidemic, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the "**Affected Party**") shall upon giving notice in writing promptly to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of



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action within thirty (30) Working Days from the date on which the event of *force majeure* occurs, then any of the Parties shall be entitled to terminate this Agreement by giving fifteen (15) Working Days' notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement and shall extend full support and cooperation in handing over to the Company, as applicable, all the records/data and all related documents, in any form, whatsoever, provided to the Registrar in relation to the Issue. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement.

41. The Company will be entitled to terminate this Agreement in respect of themselves in the event the Registrar's certificate of registration with SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and/or administrative authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order or direction of the SEBI, any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or a tribunal or a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
42. In the event, the Company in accordance with the Issue Agreement, decides not to proceed with the Issue and terminates the Issue Agreement, this Agreement shall stand terminated automatically, without any further action, and the Registrar would be paid only to the extent of services rendered by it until such termination on pro-rata basis of portion of work accomplished in respect of the Issue. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company. Further, the Company may, jointly or severally, terminate this Agreement in respect of themselves with or without cause, by giving prior written notice of 15 (fifteen) days to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing. It is clarified that termination of this Agreement by one shall not imply that this Agreement is automatically terminated with respect to the other.
43. If this Agreement is terminated for any reason whatsoever, then it shall be the duty of the Registrar to extend all such support and co-operation as may be required by the Company, the BRLM for smooth transition by the newly appointed registrar to the Issue towards taking over duties and responsibilities as the registrar to the Issue (at no additional/ extra cost). However, the Registrar shall continue to be responsible for the Assignment in a timely and efficient manner until the termination of this Agreement, except as otherwise mutually agreed.
44. The Registrar shall redress complaints of the Bidders within 3 (three) days from the date of receipt of the complaint during the currency of this Agreement provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint, and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a weekly basis to the Company and the BRLM in a mutually agreed format, provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily including the manner in which such complaints have been redressed by the Registrar. Similar status reports shall also be provided to the Company as and when required.
45. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the SEBI RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company.
46. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults or errors or failure to deliver any service contemplated and non-performance of services and redress such deficiencies within 24 (twenty-four) hours of receipt of notice of such breach in writing by the other Party and the Registrar shall be directly



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responsible to and shall indemnify and keep indemnified and hold harmless the Company and the BRLM Indemnified Party and their respective affiliates, directors, management, officers, employees, representatives, permitted assigns and successors and their respective agents and advisors or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons, from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach or alleged breach), and all other liabilities arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate this Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 24 (twenty-four) hours of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within the timelines prescribed by SEBI from time to time, upon being instructed by the Company and/or the BRLM transfer all the documents in their possession including those related to the Equity Shares (including the Issued Shares), to any other registrar/depository as instructed by the Company and/or the BRLM.

47. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless, severally and jointly, the Company and the BRLM Indemnified Parties and each of their respective affiliates, partners, management, representatives, directors, officers, employees, successors, agents and advisors and their respective Affiliates (collectively "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, awards, judgments, cost, charges, expenses, interests, legal expenses (including attorney's fees), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Equity Shares issued/transferred or other third party against the Indemnified Parties as a consequence of any act or omission of or any failure or deficiency or error or fraud on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to:
- (a) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement (including the Letter of Indemnity);
 - (b) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
 - (c) any delay, failure, error, omission, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;
 - (d) any fine imposed by SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative and/or statutory authority against any of the Indemnified Parties; or
 - (e) if any information provided to the Company or the BRLM is untrue, incomplete or incorrect in any respect; or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws or in connection with any fine imposed by SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative and/or statutory authority.

Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified each Indemnified Party for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable laws including but not limited to



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any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, statutory, quasi-judicial, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/ or the Stock Exchanges and/or any other statutory, judicial, governmental, quasi-judicial, administrative and/or regulatory authority or a court of law. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties in connection with (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement (including the Letter of Indemnity); (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority; (iii) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement or the Assignment, or the Letter of Indemnity; (iv) if any information provided to the Company or the BRLM is untrue, incomplete or incorrect in any respect; and (v) any fines imposed by SEBI or any other Governmental, statutory, judicial, quasi-judicial, administrative or regulatory Authority against any of the Indemnified Parties.

48. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties under this Agreement to communicate electronically with themselves / BRLM and all third parties on all matters related to this Assignment.
49. The Registrar may have to provide certain information regarding the Bidders as may be required under applicable laws, including without limitation income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders.
50. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered or speed post, or e-mail. Any notice, communication, information, notification, instruction, or documents to be given or made by the Registrar to the Parties in accordance with this Agreement or in connection therewith must be in writing, in English language. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery, registered or speed post when so delivered, and if given by email on transmission thereof.

All notices to the Parties shall be addressed as under:

To the Company:

Xtranet Technologies Limited

Address: Z-24, Zone- 1, M.P. Nagar, Bhopal- 462011, Madhya Pradesh, India

Tel: +91-755- 4223295

E-mail: chetan.anand@xtranteindia.com

Attention: Chetan Anand

To the Registrar:

KFin Technologies Limited

Address: Selenium Building, Tower-B, Plot No 31 & 32,
Financial District, Nanakramguda, Serilingampally,
Hyderabad, Rangareddy, Telangana India - 500-032

Tel: +91 40 7961 5565

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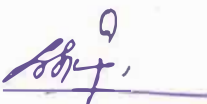
E-mail: einward.ris@kfintech.com
Attention: M.Murali Krishna

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective 5 (five) Working Days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

51. Non-compliance of any of the covenants contained in this Agreement by either Party shall be reported to SEBI within 7 (seven) days by the other Party and shall also be reported to the Company and the BRLM immediately.
52. Notwithstanding anything contained in the Registrar Agreement, in the event of any dispute, difference, controversy or claim arising out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or any non-contractual obligations arising out of or in connection with the Agreement (the "Dispute"), the Parties to such Dispute (the "Disputing Parties") shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such Disputing Parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of 7 (seven) days after the first occurrence of the Dispute, the Parties shall by notice in writing to each other, refer the Dispute to be conducted at the Mumbai Centre for International Arbitration ("MCIA") an institutional arbitration centre in India in accordance with the rules of MCIA in force at the time a Dispute arises read with the Arbitration and Conciliation Act, 1996 and the rules made thereunder ("Arbitration Laws"), in accordance with the SEBI master circular dated December 28, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard ("SEBI ODR Circulars"), which the Parties have elected to follow for the purposes of this Agreement, provided that the seat and venue of such institutional arbitration shall be Mumbai, Maharashtra. The arbitration will be conducted in accordance with the provisions of the
53. Any Dispute shall be referred to and finally resolved by binding arbitration conducted under and in accordance with the Arbitration Laws. The arbitration shall be conducted by a panel of three arbitrators appointed by the Council of Arbitration of MCIA ("MCIA Council"). Each Disputing Party shall recommend 1 (one) arbitrator within a period of 10 (ten) Working Days from the initiation of the dispute and the 2 (two) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the Arbitration Rules. In the event that the Disputing Parties fail to appoint an arbitrator, or the 2 (two) arbitrators fail to appoint the third arbitrator or the presiding arbitrator, then such arbitrator(s) shall be appointed by the Chairman of the Council of Arbitration of the MCIA in accordance with the Arbitration Act and each of the arbitrators so appointed shall have at least 5 (five) years of relevant experience in the area of securities and/or commercial laws. The language to be used in the arbitral proceedings shall be English. The arbitral award shall state the reasons on which it is based and shall be final, conclusive and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party. The arbitral tribunal shall use its best efforts to produce a final, conclusive and binding award within such period as may be prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitral award is not passed within such prescribed period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties.

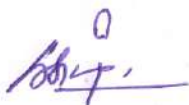
Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective party in Clause 52 of this Agreement.

54. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
55. Subject to Clause 52, courts at Mumbai shall have exclusive jurisdiction.

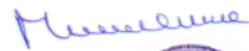


56. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
57. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated on the expiry of 18 (eighteen) months from the Bid/Issue Closing date, provided that Clauses 4(b), 13, 14, 18, 19, 45, 46, 49, 50, 51, 52, 53, 54, 55 and 60, and this Clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar, whether in physical copies or soft copies, shall be handed over to the Company or the newly appointed registrar, as applicable within 7 (seven) days from such expiry or earlier termination, as the case may be.
58. The Registrar shall act in accordance with, and execute, all instructions communicated to it by the Company and the BRLM.
59. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties, provided that such consent shall not be unreasonably withheld or delayed.
60. If any provision/s of this Agreement is held to be prohibited or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
61. The Parties agree and acknowledge that this Agreement constitutes the entire understanding including the attached annexures and schedules hereto relating to the subject matter hereof among the Parties and supersedes all prior discussions, representations or warranties and agreements, whether oral or written, between any of the Parties relating to the Assignment. It is hereby expressly clarified that any increase or decrease in the size of the Issue at the time of filing the RHP, to the extent that such increase or decrease does not trigger a refiling of the DRHP, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Issue' and 'Issued Shares' shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
62. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered shall be deemed to be an original. All such counterparts shall constitute one and the same instrument. Each Party agrees that this Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with applicable laws), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request, but a failure to do so shall not affect the enforceability of this Agreement.

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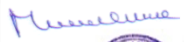




This signature page forms an integral part of the Registrar Agreement entered into by and among Xtranet Technologies Limited and KFin Technologies Limited.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year hereinabove written:

For and on behalf of **KFIN TECHNOLOGIES LIMITED**



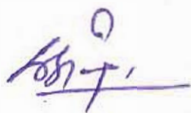

Authorized Signatory

Name: M.Murali Krishna

Designation: Sr,Vice President

Witness: _____ **Witness:** _____

Date: September 20, 2025

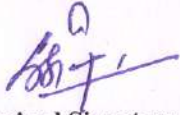




This signature page forms an integral part of the Registrar Agreement entered into by and among Xtranet Technologies Limited and KFin Technologies Limited.

IN WITNESS WHEREOF, the Parties have set their hands on the day and year hereinabove written:

For and on behalf of **XTRANET TECHNOLOGIES LIMITED**



Authorized Signatory

Name: Sukhbir Singh

Designation: Managing Director



Witness: _____ **Witness:** _____

Date: September 20, 2025

Annexure A

LETTER OF INDEMNITY

Date: September 20, 2025

To,

Share India Capital Services Private Limited
A- 25, Basement,
Sector 64, Gautam Buddha Nagar,
Noida- 201301, Uttar Pradesh, India

(Share India Capital Services Private Limited, which may be appointed as book running lead manager in relation to the Issue referred to as the "Book Running Lead Manager" or the "BRLM")

Re: Letter of indemnity ("Letter of Indemnity") to the BRLM by KFin Technologies Limited (the "Registrar") pursuant to the Registrar Agreement entered by and among Xtranet Technologies Limited (the "Company") and KFin Technologies Limited ("the Registrar") dated September 20, 2025, 2025 (the "Registrar Agreement")

Dear Sir(s),

1. The Company proposes to undertake an initial public offering of equity shares of face value ₹ 10 each (the "Equity Shares"), comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 2500 million (the "Issue"). The Issue shall be undertaken in accordance with the Companies Act, 2013 and the relevant rules made thereunder, each as amended (the "Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other applicable laws at such price as may be determined through the book building process ("Book Building Process") as prescribed in Schedule XI of the SEBI ICDR Regulations, and as agreed by the Company and the Book Running Lead Manager (*as defined below*) (the "Issue Price")
2. The Company have approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("SEBI"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar and Share Transfer Agent to the Issue by the Company after consultation with the BRLM, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "RTA Regulations"). In this regard, the Registrar has entered into a Registrar Agreement dated September 20, 2025, with the Company. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ["ASBA"] and Unified Payments Interface ("UPI")) and other applicable law in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its obligations and the consequences of any default on its part.
3. The Registrar is an entity registered with the Securities and Exchange Board of India ("SEBI") under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "SEBI RTA Regulations") having a valid and subsisting registration No. INR000000221 to act as a Registrar to the Issue.
4. The Registrar has been appointed as the Registrar to the Issue by the Company after consultation with the Book Running Lead Manager, in accordance with the SEBI ICDR Regulations and the SEBI RTA Regulations. The terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Issue are hereinafter collectively referred to as the "Assignment" and include all duties, obligations and responsibilities required to be discharged by a registrar to an Issue in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable laws (including the SEBI Act, the SEBI ICDR Regulations, the SEBI RTA Regulations, the Companies Act and the SEBI RTA Master Circular), and the Registrar has accepted the



Assignment as per the terms and conditions detailed in this Registrar Agreement. The Board by its resolution dated July 16, 2025, approved the appointment of KFin Technologies Limited as the Registrar to the Issue.

5. The board of directors of the Company (the “Board of Directors”), pursuant to a resolution dated July 16, 2025, read with resolution dated July 23, 2025, passed by the shareholders of the Company, have authorized and approved the Issue.
6. The Registrar confirms that it has read and fully aware of all relevant provisions of the SEBI ICDR Regulations, SEBI RTA Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI, including in relation to ASBA and UPI and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its duties, obligations and responsibilities and the consequences of any default, error, failure or deficiency on its part. The Registrar further confirms that it is fully aware of the time prescribed within which the allotment and listing of Equity Shares should be completed and is fully aware of its duties, obligations and responsibilities and the consequences of any default, error, failure or deficiency on its part.
7. The Registrar acknowledges that the BRLM may be exposed to, inter alia, liabilities and/or losses if there is error by the Registrar or if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations, representations, warranties and responsibilities under the Registrar Agreement, this Letter of Indemnity and any other legal requirement applicable in relation to the Issue.
8. The Registrar undertakes to the BRLM that it shall act with due diligence, care and skill, in accordance with applicable laws, and within the timelines prescribed under the applicable laws while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity or any other legal requirement applicable in relation to this Issue. The Registrar further represents, warrants and undertakes to the BRLM to:
 - (a) co-operate and comply with any instruction the BRLM may provide in respect of the Issue;
 - (b) ensure compliance with applicable laws including and not limited to the provisions of (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, (v) the SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, (vii) the SEBI circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (viii) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (viii) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, (ix) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019 (x) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (xi) and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, such circulars to be considered with SEBI Master Circular SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and any other circulars/ master circulars issued by SEBI from time to time wherein certain circulars are rescinded/ consolidated (xii) the SEBI ICDR Regulations, (xiii) Circulars issued from time to time by the National Stock Exchange of India Limited and BSE Limited, (xiv) Companies Act, 2013 and other applicable laws (collectively the “Applicable Laws”);
 - (c) Further, pursuant to the SEBI Master Circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024, the Registrar along with the SCSBs’ have undertaken necessary systemic and procedural arrangements for public issues opening on or after September 1, 2022, for effective implementation of ASBA Process as mentioned in the said Master Circular, thus, ensuring that ASBA applications are processed only after application money is blocked in the investors bank account. The Registrar and SCSBs’ will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLMs, as may be issued in connection with the said Master Circular; and
 - (d) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.



9. The Registrar acknowledges and agrees that the duties, obligations, representations, warranties and responsibilities of the Registrar mentioned under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis* and all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable to the BRLMs. In case of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
10. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Issue, the Registrar has undertaken to execute and deliver this Letter of Indemnity to the BRLM to indemnify them at all times, and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLM (collectively, the **"BRLM Indemnified Party"**) for any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest, penalties, attorney's fees accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar acknowledges and agrees that that entering into this Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity.
11. The Registrar acknowledges and agrees that all terms and obligations and the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
12. Accordingly, the Registrar hereby irrevocably undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, regulatory, statutory, judicial and / or administrative authority or from its own breach, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and, or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf (the **"Indemnifying Party"**), and, or if any information provided by the Indemnifying Party to the BRLM is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold the BRLM Indemnified Party free and harmless at all times from and against any and all suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses, including without limitation, interest, penalties, attorney's fees accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach or alleged breach) actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLM Indemnified Party is a party to, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement, or against the BRLM Indemnified Party, as a consequence of any act or omission of, or any failure, negligence, deficiency, error, or default, on the part of the Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents in performing or fulfilling any of its functions, duties, obligations and services under the Registrar Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI or any other Governmental Authority. The Registrar shall further indemnify, reimburse and refund all costs incurred by the BRLM Indemnified Party in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Issue, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Party is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and



Handwritten signature



in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative and/or regulatory authority or a court of law.

13. The Registrar shall further indemnify, hold harmless and refund all costs incurred by the BRLM Indemnified Party in connection with or arising out of addressing investor complaints which otherwise would have been addressed by the Indemnifying Party in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity or under applicable law including any interest, penalty, compensation or other amounts payable or paid by the BRLM on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the applicable laws, including SEBI Master Circular bearing no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024), or in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which the BRLM Indemnified Party is a party, and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law, in each case as such expenses are incurred or paid
14. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have under common law or equity or otherwise, which may be made or commenced against or incurred by any BRLM Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
15. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM.
16. The Registrar acknowledges and agrees that the BRLM shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
17. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.
18. The Registrar hereby agrees that failure of any of the BRLM Indemnified Party to exercise part of any of its rights under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.
19. In the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
20. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity. Without prejudice to the validity of such execution, each party shall provide the original of such page as soon as reasonably practicable thereafter.
21. In case of any dispute in between the BRLM and Registrar in relation to this Letter of Indemnity, the courts at [Mumbai], India, shall have the sole and exclusive jurisdiction over such dispute.
22. Notwithstanding anything contained in the Registrar Agreement, in the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or the Fee Letter or any non-contractual obligations arising out of or in connection with the Letter of Indemnity (a "Dispute"), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable



discussions within a period of 15 (fifteen) days after the first occurrence of the Dispute (or such longer period that may be mutually agreed upon by the parties to the Dispute in writing), the parties (the “Disputing Parties” or “Disputing Party” as the case may be) shall by notice in writing to each of the other parties refer the Dispute to binding arbitration to be conducted at Mumbai Centre for International Arbitration (MCIA), in accordance to the SEBI master circular dated December 28, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (“SEBI ODR Circulars”), which the parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

Any reference of the Dispute to arbitration under this Letter of Indemnity shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the parties under this Letter of Indemnity.

23. Subject to Clause 22, the arbitration shall be conducted as follows:

- (a) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“MCIA Rules”) read with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The MCIA Rules are incorporated by reference into this Clause and capitalized terms used in this Clause which are not otherwise defined in this Letter of Indemnity shall have the meaning given to them in the MCIA Rules;
- (b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
- (c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of 10 (ten) Working Days from the date of written notice issued, referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 (fourteen) days of the receipt of the second arbitrator's confirmation of his/ her appointment, or – failing such joint nomination within this period – shall be appointed by the Chairman of the Council of Arbitration of the MCIA. In the event that there are more than 2 (two) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
- (d) the arbitrators shall use their best efforts to produce a final and binding award within 6 (six) months from the date the arbitrators enter upon reference; as prescribed under the Arbitration and Conciliation Act, 1996. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;
- (e) the arbitration award shall state the reasons in writing on which it was based;
- (f) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
- (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
- (h) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
- (i) nothing contained in Clauses 22 and 23 shall be construed as preventing any party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended, and each party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum.

24. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus (the “DRHP”) to be filed by the Company with SEBI and the Red Herring Prospectus (the “RHP”) and Prospectus (the “Prospectus”) to be filed by the Company with the

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Registrar of Companies, Gwalior, BSE Limited and the National Stock Exchange of India Limited as may be applicable.

25. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by fax or telex, email, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by telex, email, be deemed given on transmission thereof provided however that any notice, etc., given by fax or telex, shall be confirmed in writing; and if sent by registered or speed post, on expiration of three working days after the notice etc.

In case of the BRLM:

Share India Capital Services Private Limited

Address: A- 25, Basement, Sector 64,
Gautam Buddha Nagar, Noida- 201301,
Uttar Pradesh, India

Tel No.: +91-120-4910000

Email: vinay.pareek@shareindia.co.in

Attention: Vinay Pareek

To the Registrar:

KFin Technologies Limited

Address: Selenium Building, Tower-B, Plot No 31 & 32,
Financial District, Nanakramguda, Serilingampally,
Hyderabad, Rangareddy, Telangana India - 500 032

Tel: +91 40 7961 5565

Email: einward.ris@kfintech.com

Attention: M.Murali Krishna

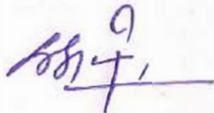
Yours sincerely,

For and on behalf of KFin Technologies Limited

Authorised Signatory

Name: M.Murali Krishna

Designation: Sr. Vice President



Schedule I

Certificate of Registration

निर्गम रजिस्ट्रार और
शेयर अंतरण अभिकर्ता

प्रकार B
FORM B

REGISTRARS TO AN ISSUE
AND
SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनियम बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an issue and Share transfer agents) Regulations, 1993

(विनियम 8)

(Regulation 8)

00 1430

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में

I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

KFIN TECHNOLOGIES LIMITED
Selenium, Tower B, Plot No. 31 and 32
Financial District, Nanakramguda, Serilingampally
Hyderabad- 500032
Telangana, India

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड

II. Registration Code for the registrar to an issue and share transfer agent is **INR000000221**

This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।

III. Unless renewed, the certificate of registration is valid from



आदेश से
भारतीय प्रतिभूति और विनियम बोर्ड
के लिए और उसकी ओर से
By order
For and on behalf of
Securities and Exchange Board of India

Dinesh Joshi

प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place

Mumbai

तारीख Date

April 1, 2022

*जो लागू न हो उसे काट दें। *Delete whichever is not applicable



Schedule II

Allocation of activities, without limitation, pertaining to the Assignment

The Registrar shall be responsible for ASBA-related activities, in accordance with SEBI regulations, guidelines and notifications. The scope of work of the Registrar in relation to ASBA will include other practical points required during the Issue and in the post-Issue process, as may be directed by the Company or the BRLM to the Registrar.

S. No.	Activity	Party Responsible
I.	PRE- ISSUE WORK	
1.	Finalization of the Bankers to Issue, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the BRLM/Registrar
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations	Company in consultation with the BRLM/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the BRLM
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Issue	Company in consultation with the BRLM/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	ISSUE WORK	
1.	Expediting dispatch of final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s)	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank(s)	Registrar
4.	Processing all Bid cum Application Forms in respect of the Issue.	Registrar
5.	On Bid/Issue Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLM to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
6.	Registrar to provide the shared folder to Designated Stock Exchange, BRLM, Company, Sponsor Bank, SCSBs and Escrow Bank	Registrar
7.	Informing Stock Exchange/SEBI and providing necessary certificates to BRLM on closure of Issue	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Issue closes and seeking extension from the Stock Exchanges for processing.	Registrar/ Company/BRLM
9.	Sending the electronic bid file for NIIs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange	Registrar
10.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
11.	Transcribing information from documents to magnetic media for computer processing	Registrar
12.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the	Registrar



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S. No.	Activity	Party Responsible
	Sponsor Bank(s), as the case may be.	
13.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Issue, the Sponsor Bank(s) and SCSBs.	Registrar
14.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
15.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database.	Registrar
16.	Eliminating invalid Bids and Bids below Issue Price	Registrar
17.	Uploading of beneficiary account details to Depositories	Registrar
	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLM	Registrar in consultation with the BRLM and Company
18.	Preparation of inverse number for applicable categories	Registrar
19.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
20.	To give instructions to the Depositories to carry out lock-in for the pre-Issue share capital	Registrar
21.	Finalizing Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with BRLM and Registrar
22.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
23.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
24.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
25.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
26.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Issue Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Issue Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank(s), as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors RIIs, along with reasons for rejection of the Bids	Registrar
27.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
28.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
29.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI (ICDR) Regulations	Registrar



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S. No.	Activity	Party Responsible
30.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism.	Registrar
31.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
32.	Printing of Allotment Advice, for refunding application money	Registrar
33.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
34.	Printing of distribution schedule for submission to Stock Exchange	Registrar
35.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
36.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
37.	Preparation of register of members and specimen signature cards (if required)	Registrar
38.	Overprinting of Allotment advice, intimation and refund orders	Registrar
39.	Mailing of documents by registered post	Registrar
40.	Binding of application forms, application schedule and computer outputs	Registrar
41.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
42.	Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and Applicable Laws.	Company/Registrar
43.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ BRLM
44.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
45.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Issue Documents and SEBI circulars as applicable	Registrar
46.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
47.	Establishing proper grievance redressal mechanism during the period of the Issue and after the closure of the Issue, as per Issue Documents and to ensure settlement of all investor complaints	Registrar/ Company
48.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company in consultation with the BRLM
49.	Providing all relevant reports, post Issue shareholding pattern for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.	Registrar
50.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FIIs, non-residents etc.	Registrar
51.	Finalizing various post-Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ BRLM.	Registrar
52.	Coordinating with the Stock Exchanges and Company, in consultation with the BRLM, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Issue.	Registrar



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S. No.	Activity	Party Responsible
53.	Filing confirmation of credit of Equity Shares, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges.	Company/ Registrar
54.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law) and obtaining certificate of compliance from SCSBs.	Registrar
55.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar
56.	Collection of request applications, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file as applicable	Registrar
57.	Instructing the SCSBs for unblocking of the relevant bank account for transfer of requisite money to the Public Issue Account against each valid Bid	Registrar
58.	Revalidation of refund orders	Registrar
59.	Submission of the required file to the Escrow Collection Bank for payments to be made through the electronic mode	Registrar
60.	Collection of Bid cum Application Forms from the Designated Intermediaries.	Registrar
61.	Matching with bid data/reconciliation with bank schedules and the final certificate.	Registrar
62.	Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and reject applications with technical faults and multiple applications with reference to regulations/ guidelines/ procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLM	Registrar in consultation with the BRLM and Company
63.	Eliminating invalid Bids and Bids below Issue Price	Registrar
64.	Unblocking the relevant bank account for: (a). Transfer of requisite money to the Public Issue Account against each valid Bid cum Application Form (b). Rejection or unsuccessful Bid cum Application Forms	SCSBs
65.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law).	Registrar
66.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Applicable Laws.	Registrar
67.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges	Registrar
68.	Registrar shall prepare and assist the BRLM in computing the compensation payable in accordance with Applicable Laws.	Registrar
69.	Filing confirmation of credit of Equity Shares in accordance with SEBI Circular no. SEBI/HO/CFD/P/CIR/2022/7 dated May	Registrar



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S. No.	Activity	Party Responsible
	30, 2022, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges.	
70.	Any other activity as may be required in respect of the proposed public Issue	Registrar / Company / BRLM

Note: This Schedule does not contain all activities in relation to ASBA. ASBA is an evolving process and is subject to continuous changes, based on experience gained in the course of the implementation of the ASBA process in other issues. The Registrar shall be responsible for ASBA-related activities, in accordance with SEBI's rules, regulations, guidelines and notifications. The scope of work of the Registrar in relation to ASBA will also include other practical points required during the Issue and in the post-Issue process, as may be directed by the Company or the Book Running Lead Manager, to the Registrar.

Signature



Signature



Schedule III

Schedule of Fees

Processing Charges (Public Issue)

Sl. No.	Particulars	Fees ₹
1.	Processing fee	₹ 1 for the entire IPO issue
2.	Validating data pertaining to depository option	
3.	Preparing soft copy of CAN's	
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank	
5.	Charges for preparing bulk mailing register	
6.	Reconciliation between bid files & amount blocked by ASBA Banks	
7.	Preparation of Basis of Allotment	NIL
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	NIL
9.	Assisting the Company in Listing	NIL
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on KFintech's Website	Nil
11.	Sending Email to investors	₹0.25 per investor
12.	Sending SMS to investors	₹0.25 per investor

- Services Tax and other Statutory taxes, if any, shall be payable.

The charges towards adequate Insurance cover, Audit, and charges payable to the Depositories for Credit of Shares in the respective account of Investors, will be made directly by the company to the Insurance Company / Depositories. The Insurance policy would cover risk arising out of fraud, forgery, errors of commission / omission, etc. The indemnity to be provided by the Registrar would be to the extent of our fees.

1.2: Reimbursement of other expenses

The cost of easy read computer stationery, labor charges and other material inputs, postage, envelopes, binding, sealing, conveyance and travel expenses, telephone, mobile / fax /, courier charges, (including Speed Post charges), taxes and levies, miscellaneous correspondence with investors, etc., will have to be reimbursed by the Company on actual basis. Supporting Bills / vouchers will be forwarded to the Company wherever possible, and in the event of specific bills not being available, billing will be done on an approximate basis.



Signature



1.3: Preprinted stationery

All pre-printed stationery, such as allotment advices, CAN-cum-Refund orders, envelopes and other related items will be supplied to us by the company so as to reach us at least 5 days in advance of the date of mailing.

1.4: Payment terms

The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty). All expenses towards Postage and stamp duty (where the company wishes to avail of our services) would be paid in full in advance, at least a week prior to the date of activity.
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly.
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill.
5. Please feel free to contact us on the address mentioned below for more information / clarification in this regard. Also, all stationery related to the IPO would contain the address and other contact details as given below:

KFin Technologies Limited

Selenium Tower B, Plot 31-32,
Financial District, Nanakramguda, Gachibowli,
Hyderabad – 500 032
Phone: 040-67162222
Fax: 040-23001153; Toll Free no.: 1800-345-4001
Contact person: Mr. M. Muralikrishna, SVP



A handwritten signature in blue ink, appearing to be "Shreyas", is written over a horizontal line.

