



THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN BIKAJI FOODS INTERNATIONAL LIMITED (THE COMPANY), SELLING SHAREHOLDERS NAMELY SHIV RATAN AGARWAL, DEEPAK AGARWAL, INDIA 2020 MAHARAJA, LIMITED, IIFL SPECIAL OPPORTUNITIES FUND, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 2, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 3, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 4, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 5, INTENSIVE SOFTSHARE PRIVATE LIMITED, AVENDUS FUTURE LEADERS FUND I AND LINK INTIME INDIA PRIVATE LIMITED (THE REGISTRAR)

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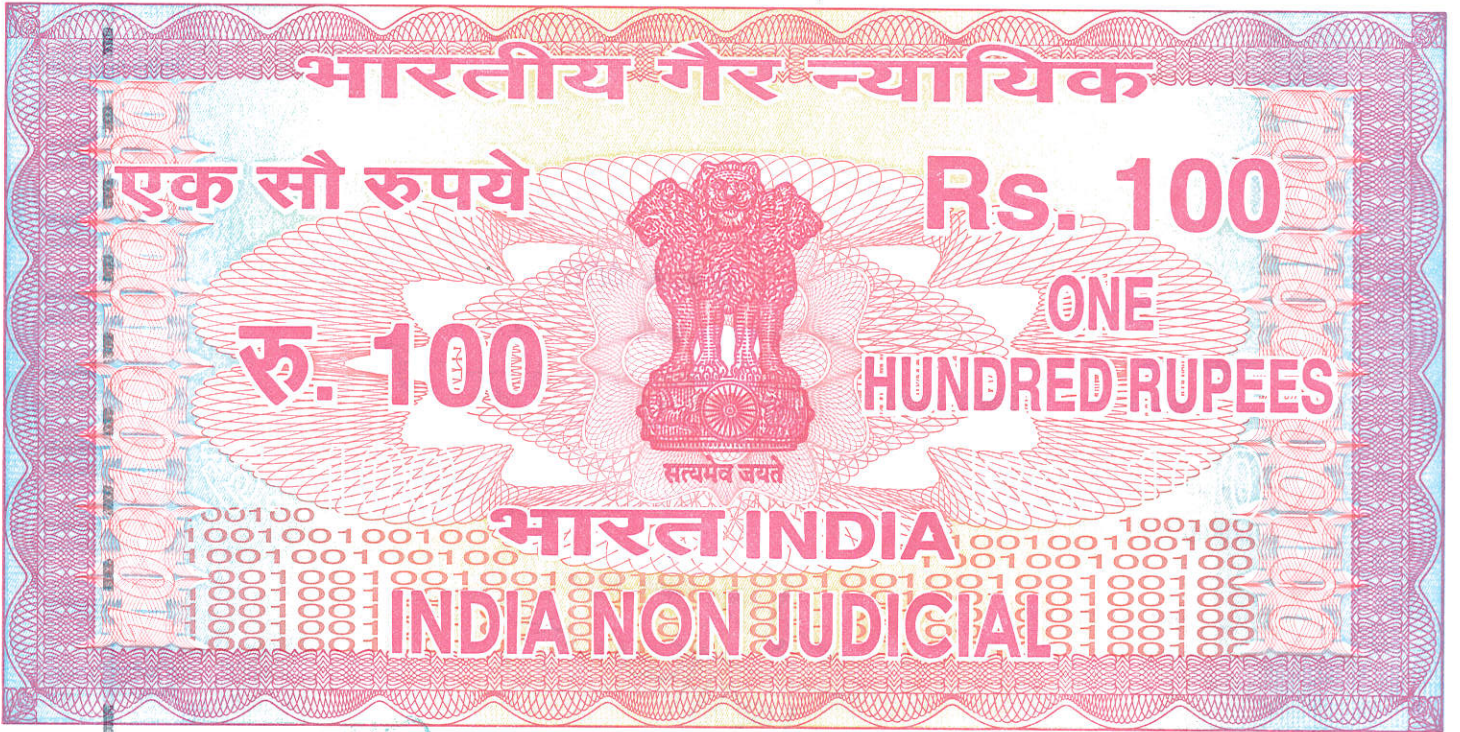
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राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्राधारित अधिमात्र	
1. आकाशवाणी सुविधाओं हेतु	
किस 3-क-10% पर	500
2. वायु और दूरभाषी नेट्स के संरक्षण और संतर्धन हेतु	
किस 3-क-10% पर	100
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18/1/2022



राजस्थान RAJASTHAN

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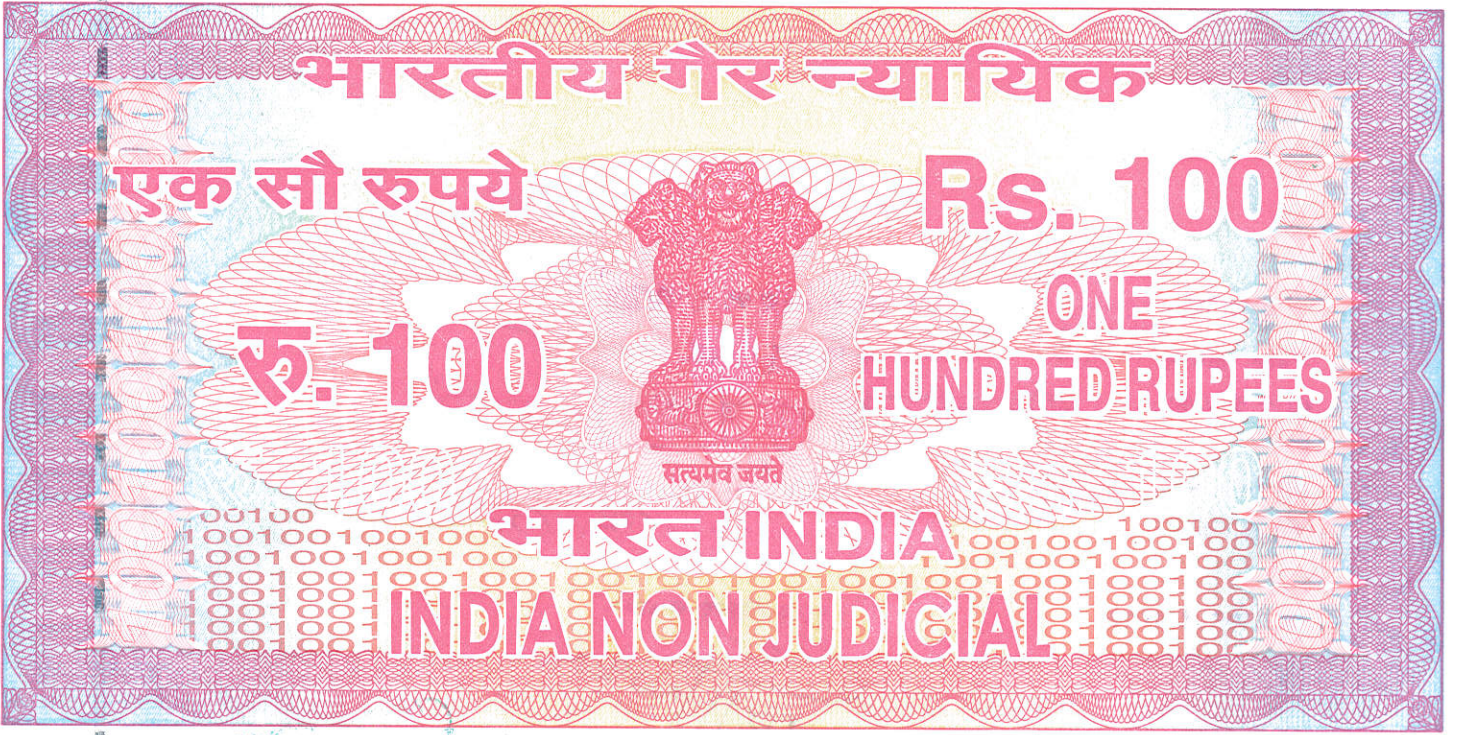
THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN BIKAJI FOODS INTERNATIONAL LIMITED (THE COMPANY), SELLING SHAREHOLDERS NAMEDLY SHIV RATAN AGARWAL, DEEPAK AGARWAL, INDIA 2020 MAHARAJA, LIMITED, IIFL SPECIAL OPPORTUNITIES FUND, IIFL SPECIAL OPPORTUNITIES FUND - SERIES 2, IIFL SPECIAL OPPORTUNITIES FUND - SERIES 3, IIFL SPECIAL OPPORTUNITIES FUND - SERIES 4, IIFL SPECIAL OPPORTUNITIES FUND - SERIES 5, INTENSIVE SOFTSHARE PRIVATE LIMITED, AVENDUS FUTURE LEADERS FUND I AND LINK INTIME INDIA PRIVATE LIMITED (THE REGISTRAR)

प्रतिक रिकॉर्ड नम्बर: 10/2021  
 दिनांक: 21/11/2021  
 प्रतिक रकम: ₹ 100/-  
 किराया का नाम: श्री राजा प्रकाश इन्डिया ल प्रो  
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 प्लान नम्बर: एबी 302  
 प्लान की शर्तें: सीमांत  
 एमएल (अ.म.)

क. काल: 10/2021

18/11/2021  
 10/2021

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभाविता अधिभार	
1. आधाभूत अपसंरचना सुविधाओं हेतु	₹ 10/-
2. गाय और पशुओं के संरक्षण और संवर्धन हेतु	₹ 20/-
कुल योग	₹ 30/-



राजस्थान RAJASTHAN

BE 520711



THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN BIKAJI FOODS INTERNATIONAL LIMITED (THE COMPANY), SELLING SHAREHOLDERS NAMEDLY SHIV RATAN AGARWAL, DEEPAK AGARWAL, INDIA 2020 MAHARAJA, LIMITED, IIFL SPECIAL OPPORTUNITIES FUND, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 2, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 3, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 4, IIFL SPECIAL OPPORTUNITIES FUND – SERIES 5, INTENSIVE SOFTSHARE PRIVATE LIMITED, AVENDUS FUTURE LEADERS FUND I AND LINK INTIME INDIA PRIVATE LIMITED (THE REGISTRAR)

कृषि विभाग, कृषि विकास विभाग, जिला कार्यालय, जयपुर, राजस्थान-302001

क्रमांक: 2148/18/11/2022 दिनांक: 18/11/2022

श्रीमान श्री. राजेश कुमार शर्मा, जयपुर, राजस्थान

पता: [Handwritten Address]

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संख्या: 2148/18/11/2022

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18/11/2022

राजस्थान स्वाम्य अधिनियम, 1998 के अन्तर्गत स्वाम्य राशि पर प्रभाविता अधिधार	
1. आवासीय अयत्तरचना सुविधाओं हेतु [Form 3-क]-10%कर	14 ✓
2. गाय और बकरी नस्ल के संरक्षण और संवर्धन हेतु [Form 3-ख]-10%कर	21 ✓
कुल योग	35 ✓

**February 22, 2022**

**REGISTRAR AGREEMENT**

**AMONG**

**BIKAJI FOODS INTERNATIONAL LIMITED**

**AND**

**THE SELLING SHAREHOLDERS (AS DEFINED HEREINAFTER)**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**

This **REGISTRAR AGREEMENT** (the “**Agreement**”) is entered into on **February 22, 2022** at **Mumbai** among:

**BIKAJI FOODS INTERNATIONAL LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at 196-199, F 178 & E 188, Bichhwal Industrial Area, Bikaner – 334 006, Rajasthan, 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-in-interest and permitted assigns) of the **FIRST PART**;

**AND**

**THE PERSONS AND ENTITIES NAMED IN SCHEDULE V HERETO** (hereinafter collectively referred to as the “**Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 1<sup>st</sup> Floor, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), 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 **THIRD PART**.

In this Agreement, the Registrar, the Company and the Selling Shareholders are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

**WHEREAS**

- (A) The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of face value of ₹1 each of the Company (the “**Equity Shares**”), comprising of an offer for sale of Equity Shares held by the Selling Shareholders, as set out in Schedule V (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”, the “**Offer**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price and the terms of the offer as may be determined by the Company and the Selling Shareholders in consultation with JM Financial Limited, Axis Capital Limited, IIFL Securities Limited, Intensive Fiscal Services Private Limited and Kotak Mahindra Capital Company Limited (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) through the book building process under Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations, (ii) outside the United States, in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the applicable laws of the jurisdictions where offers and sales occur; and (iii) within the United States, to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act (“**Rule 144A**”)) pursuant to Section 4(a) of the Securities Act. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Managers, on a discretionary basis, in accordance with the ICDR Regulations.
- (B) The board of directors of the Company (the “**Board**”), pursuant to a resolution dated November 15, 2021, have approved and authorized the offer.
- (C) The Selling Shareholders have severally and not jointly approved the Offer for Sale of their respective portion of the Offered Shares by way of their respective board resolutions and consent letters, as applicable, for undertaking certain matters in relation to the Offer. The details of the authority of the Selling Shareholders for the Offer are provided in **Schedule V**.



- (D) The Company and the Selling Shareholders have approached the Book Running Lead Managers to manage the Offer on such terms and conditions as agreed with them and the BRLMs have accepted the engagement in terms of their respective fee letters.
- (E) Link Intime India Private Limited is 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 “RTA Regulations”) and has a valid and subsisting registration with SEBI, bearing registration number INR000004058.
- (F) The Company and the Selling Shareholders have approached Link Intime India Private Limited to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “Assignment”) and such Assignment includes all responsibilities required to be discharged by a registrar to an issue in the manner as required under the various rules and regulations as applicable, and as prescribed by SEBI, and the Registrar has accepted the Assignment under the terms and conditions mentioned hereto. The Board has, by its resolution dated November 15, 2021, approved the appointment of Link Intime India Private Limited as the registrar to the Offer.
- (G) In terms of Regulation 9A (1)(b) of the RTA Regulations, the Registrar is required to enter into a legally binding valid agreement with the Company and the Selling Shareholders for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.
- (H) In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Retail Individual Bidders or Retail Individual Investors (the “RIIs”) in the Offer may also participate through the unified payment interface (“UPI”) process, in accordance with, and based on the timeline prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, 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, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020 dated March 30, 2020 and SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the “UPI Circulars”), and any other Applicable Laws. The UPI Circulars have come into force from January 1, 2019 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.
- (I) 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 red herring prospectus and the prospectus in relation to the Offer, including any amendments, addendums or corrigenda issued thereto (collectively, the “Offer Documents”), to be filed with the SEBI and the Registrar of Companies, Rajasthan at Jaipur and also with the BSE Limited and the National Stock Exchange of India Limited (together with BSE Limited, the “Stock Exchanges”), as may be applicable and the Offer Agreement to be executed among the Company, Selling Shareholders and the Book Running Lead Managers in relation to the Offer, as the case may be.
- (J) Further, the Company shall, to the extent permissible under the terms of this agreement, instructs the Registrar to the Offer to follow, co – operate and comply with the instructions given by the BRLMs.

**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:

- (i) words denoting the singular number shall include the plural and vice versa;
  - (ii) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
  - (iii) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
  - (iv) references to the words “include” and “including” shall be construed without limitation;
  - (v) 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 novated, or replaced thereof;
  - (vi) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
  - (vii) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
  - (viii) In this Agreement, the term “ASBA” shall mean the applicable (whether physical or electronic) used by an ASBA Bidder to made a Bid by authorising a Self-Certified Syndicate Banks (the “SCSBs”) to block the Bid Amount in the ASBA Account and will include applications made by RIIs using UPI, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIIs;
  - (ix) references to a section, clause, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to a section, paragraph, schedule or annexure of this Agreement;
  - (x) references to the Offer Documents (as defined hereafter) shall mean the draft red herring prospectus, red herring prospectus and prospectus filed in relation to the Offer as of their respective dates;
  - (xi) 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;
  - (xii) references to a number of days shall mean such number of calendar days unless otherwise specified. 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;
  - (xiii) References to the words “**Working Day**” shall mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, “**Working Days**” shall mean all trading days of the stock exchanges, excluding Sundays and bank holidays in India in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/D/2018/138 dated November 1, 2018; and
  - (xiv) the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement.
2. The Company and the Selling Shareholders (through their attorney/authorised representative), hereby appoint Link Intime India Private Limited as the registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of the Company and the Selling Shareholders hereunder shall be several and not joint and no Party shall be liable for any default by another Party directly or indirectly, for any actions or omissions of any other Party. Further, the Selling

Shareholders shall not be liable for the obligations of the Company or the Registrar. For the avoidance of doubt, it is clarified that the obligations of the Selling Shareholders under this Agreement shall be limited to the extent of their respective portion of the Offered Equity Shares.

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 implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required as per applicable laws (including, but not limited to, the rules, regulations, guidelines, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act, including the rules thereunder, as amended (“**Applicable Laws**”) in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment including such other functions, duties, obligations and services is 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, declares and undertakes to the Parties that:
  - a) The certificate of registration dated July 15, 2014 bearing registration number INR000004058, issued to the Registrar by SEBI which is valid permanently unless suspended or cancelled by SEBI (the “**Certificate**”). The Registrar shall ensure that the Certificate shall remain valid and in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar will keep the Company, the Selling Shareholders and the Book Running Lead Managers informed in writing on an immediate basis if due to any reason, its registration with SEBI is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the Agreement and activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial and/or judicial, governmental and / or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.
  - b) It shall keep and maintain the books of accounts, other records and documents specified in Regulation 14 and Regulation 15 of the RTA Regulations, in respect of the eight preceding financial years for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant of the Offer or any such longer period prescribed under Applicable Laws from time to time.
  - c) Any and all records/documents referred to and forming part of the Annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company and the Selling Shareholders 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 and/or the Selling Shareholders, for the purposes of the RTA Regulations.
  - e) It has a clean track record and no penalty has been imposed upon it 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, regulatory, judicial, quasi-judicial, administrative, governmental or supervisory authority, or court/tribunal and that it is not prohibited, debarred or suspended by any such authority, from carrying on its activities as a Registrar, including the activities in relation to the Assignment. No orders have been passed restricting it from carrying out the Assignment by SEBI or any other regulatory authority. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Selling Shareholders and the Book Running Lead Managers of such orders in writing and cooperate at no additional costs to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Selling Shareholders or the Company. In the event, the Company, the Book Running Lead Managers and / or Selling Shareholders and/or any of the BRLMs respective affiliates and each of their respective

directors, management, promoters, representatives, officers, employees, successors, advisors, permitted assigns and agent or other persons acting on its behalf, and each other person if any, controlling the BRLMs (collectively along with the BRLMs, the “**BRLMs Indemnified Parties**”), incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Company, the Book Running Lead Managers and the Selling Shareholders and each of the BRLMs Indemnified Parties, severally and jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below), as applicable, issued in favour of the BRLMs Indemnified Parties.

- f) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and complete all the formalities accurately, diligently and within the time limits, as per all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the “**SEBI Listing Regulations**”), UPI Circulars, rules, regulations and bye-laws of the Stock Exchanges and other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Selling Shareholders, the BRLMs Indemnified Parties 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**”) and , any other person in relation to the Offer including any other intermediaries and the Bidders. The Registrar will not take up any activities which are or likely to be in conflict with its own interests or the interests of the Company, interests of the Company’s Shareholders, the Selling Shareholders, any other person in relation to the Offer including any other intermediaries and the Bidders or contrary to or in violation of any rules, regulations, guidelines, notifications or orders/directions issued by SEBI, from time to time or Applicable Laws.
- g) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar’s ability to perform its duties or obligations under this Agreement.
- h) It shall make adequate disclosure in writing to the Company, the Selling Shareholders and the Book Running Lead Managers 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 during the course of and in relation to the Assignment. It shall co-operate and comply with any instructions the Company, the Selling Shareholders and the BRLMs may provide in respect of the Offer. It shall immediately notify the Company, the Selling Shareholders and the Book Running Lead Managers in writing of delays or errors in completion of any of the formalities in the performance of the Assignment and other services indicated herein and shall indemnify the Company, the Selling Shareholders and/or each of the BRLMs Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company, the Selling Shareholders and the Book Running Lead Managers, may provide in respect of the Offer. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder, provided that each of the Selling Shareholders do not give any instructions which are in violation of any applicable law.
- i) It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the Applicable Laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the equity listing agreements to be entered into by the Company and the Selling Shareholders with the Stock Exchanges, as amended from time to time, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time, including under the SEBI Listing Regulations. It shall immediately notify the Company, the Selling Shareholders and the BRLMs of any errors, delays, or any anticipated delays 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 indemnify the Company, the Selling Shareholders and each of the BRLMs' Indemnified Parties, severally and not jointly, for any losses caused due to such error or delays.

- j) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as required under the RTA Regulations and Applicable Laws in order to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondence.
- k) 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.
- l) 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.
- m) It shall cooperate and comply with any instructions that the Company, the Selling Shareholders and the Book Running Lead Managers may provide in respect of the Offer in accordance with this Agreement and subject to Applicable Laws.
- n) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", and together with NSDL, the "**Depositories**").
- o) It undertakes that the Demographic Details given by the Bidders in the ASBA Forms and Anchor Investor Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.
- p) It is not subject to any litigation, or injunction or order of SEBI or any court or governmental, regulatory, statutory, judicial or quasi-judicial and/or administrative 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 Offer. It shall immediately notify the Company, the Selling Shareholders and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory authority.
- q) The Registrar is duly incorporated and validly exists under Applicable Laws. 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 by the Registrar 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.
- r) In the event Link Intime India Private Limited is unable to continue to act as a Registrar to the Offer, at any point of time, due to any order, direction or injunction of any governmental or statutory, judicial or quasi-judicial or administrative or regulatory authority, or otherwise, it shall immediately inform the Company, the Selling Shareholders and the Book Running Lead Managers in writing and take steps, in consultation with and as per the directions of the Company and the Selling Shareholders and BRLMs for a smooth transition of the data pertaining to the Offer or Equity Shares held by the Registrar (at no cost to the Company or the Selling Shareholders for such transition) to another registrar as may be appointed by the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transaction.

- s) 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.
  - t) It shall keep the Company, the Selling Shareholders and the Book Running Lead Managers fully informed in writing about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, governmental, administrative or statutory or judicial authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, statutory or judicial or quasi-judicial or governmental or administrative authority, as may be applicable and shall duly inform the Company and the Selling Shareholders and the Book Running Lead Managers of such change in status or constitution in writing.
  - u) The Registrar shall hand-over to the Company and the Selling Shareholders, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days 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 BRLMs within one month of closure of the Offer.
  - v) It has formulated and implemented a comprehensive policy framework approved by its board of directors, and is in compliance with the requirements of the SEBI circular bearing reference number SEBI/HO/MIRDSD/CIR/P/2017/000000100 dated September 8, 2017, SEBI circular bearing reference number SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018 and the SEBI circular bearing reference number SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars.
  - w) It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-2019 pandemic and lockdown on the Offer related activities, and shall take all necessary measures, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company, the Selling Shareholders and Book Running Lead Managers are met. The Registrar confirms the COVID-2019 pandemic, government lockdowns and other measures taken in response thereto has not resulted in any material adverse effect on the Registrar or its ability to perform in full its obligations under this Agreement. The Registrar further confirms that it shall render its services as the Registrar to the Offer under the terms set out in this Agreement, in compliance with any governmental and/or statutory regulations issued in connection with pandemics and in particular in respect of COVID-19.
5. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, as amended, and all other Applicable Laws, rules, regulations and guidelines, as required, to enable it to make the Offer. The Selling Shareholders, in relation to the Offer, confirm that it has complied with and agree to comply with all relevant statutory formalities under the Companies Act, the SEBI ICDR Regulations and all other Applicable Laws, rules, regulations, notifications, circulars and guidelines, in relation to the Offer for Sale, to enable them, jointly and severally, to offer their Equity Shares in the Offer for Sale. If the Registrar receives any instructions under this Agreement which are in violation of any Applicable Law, and any rules, regulations and guidelines issued by SEBI or any other governmental, judicial, quasi-judicial, administrative, statutory / regulatory authority. All obligations of the Parties 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, the Selling Shareholders and the Book Running Lead Managers in writing, pursuant to which the Company or the Selling Shareholders, as applicable, shall be free to withdraw, modify or clarify such instructions, as appropriate. The respective Selling Shareholders may instruct the Registrar to cooperate and comply with the instructions of the BRLMs, as required in connection with the sale and transfer of their respective proportion of the Equity Shares to be transferred through the Offer for Sale, provided that any such instructions are not in violation of any legislation, applicable rules, regulations and guidelines issued by the SEBI and any other statutory, regulatory, judicial, quasi-judicial, governmental or administrative authority.

6. This Agreement entered into between the Company, the Selling Shareholders and the Registrar is for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company and/or the Selling Shareholders to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company and/or of any of the Selling Shareholders. The Company and each of the Selling Shareholders has the absolute right to appoint any other agency as its registrar and share transfer agent, in consultation with the Book Running Lead Managers. In the event of appointment of any other agency as the registrar and share transfer agent of the Company and/or any of the Selling Shareholders other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, without any additional charges.
7. 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 **Schedule II** hereunder, which is indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and mutually agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Underwriting Agreement, the Cash Escrow and Sponsor Bank Agreement, Share Escrow Agreement, Syndicate Agreement or any other agreements in relation to the Offer to which it is a party, and the Offer Documents. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, its logo and other requisite details required under Applicable Laws, in the Offer Documents and in all other documents as are required for the Offer, in the format of consent agreed between the Parties.
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
  - a) To enter into a Cash Escrow and Sponsor Bank Agreement with the Company, the Selling Shareholders, Book Running Lead Managers, the Syndicate Members and the Bankers to the Offer (including the Sponsor Bank), as applicable, in terms of which, relevant escrow agreements will be opened ("**Escrow Accounts**") wherein the Registrar shall issue requisite instructions to the Bankers to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
  - b) To enter into a Share Escrow Agreement with the Company and the Selling Shareholders in terms of which the Selling Shareholders shall, prior to the filing of the Red Herring Prospectus in relation to the Offer, open a share escrow account ("**Share Escrow Account**") with the Registrar on such terms as may be prescribed, wherein the Selling Shareholders shall transfer its Equity Shares offered in the Offer for Sale within the prescribed timelines. The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the Selling Shareholders and the Book Running Lead Managers and also ensure that the Offered Shares are transferred to the Share Escrow Account in terms of the Share Escrow Agreement;
  - c) To enter into a Syndicate Agreement with the Company, the Selling Shareholders, the Book Running Lead Managers and the Syndicate Member(s) and an Underwriting Agreement with the Company, the Selling Shareholders and the Underwriters in terms of which the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement;
  - d) Liaising with the Depositories on behalf of the Company and the Selling Shareholders for obtaining the International Securities Identification Number ("**ISIN**"), of the Equity Shares, and for finalizing the tripartite agreement to be entered into with the Company and the Depositories;
  - e) Facilitating dematerialisation, if required, of the Equity Shares held by its existing Shareholders of the Company, including the Selling Shareholders and including the Promoter(s) (including persons holding Equity Shares on behalf of the Promoter) and the Promoter Group, if any, prior to the filing of the Red Herring Prospectus;

- f) Providing detailed instructions to the Bankers to the Offer (including the Sponsor Bank), Escrow Collection Banks, SCSB, members of Syndicate, Collection Depository Participants, sub-syndicate members, Registrar and Share Transfer Agents registered with SEBI (“RTAs”), Public Offer Account Bank, as applicable and Registered Brokers (collectively, the “**Designated Intermediaries**”) who are authorized to collect ASBA Forms from the Bidders in relation to the Offer, including the format and timeline of receipt of information;
- g) Providing/specifying the format to the Designated Intermediaries, as applicable, in which information in relation to ASBA process (including the UPI Mechanism, as applicable) is required;
- h) Accepting and collecting complete ASBA Forms;
- i) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Offer;
- j) Finalizing with the Company, the Selling Shareholders and the Book Running Lead Managers and providing intimation on the amount of processing fees and commission payable to SCSBs and the Sponsor Bank in respect of brokerage and selling commission for the members of the syndicate, Registered Brokers, RTAs and CDPs, fees payable to the Sponsor Bank for Bids made by Retail Individual Bidders using the UPI Mechanism and brokerage and selling commission for the Designated Intermediaries before the Bid/Offer Opening Date;
- k) Ensuring that, with respect to Retail Individual Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs.
- l) 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](http://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 at <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>, or such other link as updated from time to time;
- m) Intimating the Designated Intermediaries and Sponsor Bank before opening of the Offer, the basis of the commission/processing fees payable, the Bid/Offer Opening Date and Bid/Offer Closing Date and time, including details of revision in Price Band, Floor Price, Bid/Offer Period;
- n) Providing inputs for finalizing the Bankers to the Offer (including the Sponsor Bank) for: (i) collection of application money from the Anchor Investors in Escrow Account, (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors, and (iv) assist in identification of the collecting branches at the collection centres, finalised;
- o) Providing detailed instructions to the Escrow Collection 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;
- p) Ensuring that SCSBs applying through ASBA process shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;
- q) Following up with the Sponsor Bank (through the Designated Stock Exchanges), Bankers to the Offer, the SCSBs and others for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank, Banker to the Offer and SCSB and advising the members of the syndicate to be appointed by the Book Running Lead



Managers through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

- r) Submitting the details of cancelled/withdrawn/deleted applications to SCSB's on a daily basis within an hour of bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, read with SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021;
- s) The Registrar shall provide the allotment/ revoke files to the Sponsor Bank by 8:00 PM on the day when the Basis of Allotment has to be finalized
- t) The Registrar shall, in the event of any change in its status / constitution subject to prior written consent of the Company and each of the Selling Shareholders with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory authority, and shall duly inform the Company, the Selling Shareholders and the BRLMs immediately of such change in status or constitution.
- u) It shall receive pending applications for unblock submitted with it, not later than 5:00 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021;
- v) Submitting the bank-wise pending UPI applications for unblocking to SCSB's along with the allotment file, not later than 06:30 pm on next Working Day following the finalisation of the Basis of Allotment. The Allotment file shall include all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment/ cancelled/ withdrawn/ deleted applications etc.;
- w) 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;
- x) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Escrow Collection Banks, Sponsor Bank and all the SCSBs, including the syndicate SCSBs, participating in the Offer, within two Working Days from the closure of the Offer or such time as prescribed under Applicable Law;
- y) 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 the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI; The Registrar shall also advise the members of the syndicate to be appointed by the BRLMs of the mismatches, if any, that may warrant a correction of the Bid data;
- z) Co-ordinating with the Depositories and ensuring that the number of Equity Shares allocated to each Bidder is correct in all respects including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;
- aa) Obtaining from the Depositories, the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category.
- bb) To review the sections related to Offer procedure in the Offer Documents sections related to procedural aspects of the Offer in the Offer Documents and confirm their accuracy;
- cc) Receiving and providing inputs to the Company and the Book Running Lead Managers 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 with the Designated Intermediaries;

- dd) 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 under the Offer;
- ee) Preparing the Confirmation of Allocation Note (“CAN”), and the revised CAN, for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Offer related stationery;
- ff) Collecting within the timelines provided and as specified by the Company, the Selling Shareholders and the Book Running Lead Managers and under Applicable Law:
- i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Managers, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Banks within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;
  - ii. the electronic Bid data (including the ASBA Bid data) from the Stock Exchanges;
  - iii. Coordination and obtaining certificate of blocked funds, in respect of Bids made by Retail Individual Bidders by way of the UPI Mechanism, from Sponsor Bank after closure of Bid/Offer Closing Date
  - iv. aggregate data in relation to the total number of ASBA Bids uploaded by the Designated Intermediaries and Sponsor Bank and the total number of Equity Shares and the total amount blocked against the uploaded ASBA Bids, from each Designated Intermediary/Sponsor Bank/Stock Exchanges;
  - v. soft and hard copies of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank/Stock Exchanges, as applicable, and with respect to the Anchor Investors, the Anchor Investor Application Forms from the Book Running Lead Managers and the data / information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks. The Registrar shall ensure the collection of the aforesaid information and documents within the timelines prescribed under Applicable Laws and relevant agreements entered into in this regard and as instructed by the BRLMs;;
  - vi. PAN, DP ID, UPI ID, Client ID and other demographic details of valid beneficiary accounts from Depositories; and
  - vii. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;
- in each case, in accordance with the instructions of the Company, the Book Running Lead Managers and the Selling Shareholders, and reporting any disruptions/delay in the flow of application forms from the Designated Intermediaries to the Company, the Selling Shareholders and the Book Running Lead Managers. 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) To process all Bids along with the bank schedules received from the Sponsor Bank, Escrow Collection Banks, the SCSBs and other Designated Intermediaries, as applicable, in respect of the Offer and the electronic Bid file received from the Stock Exchanges in respect of the Offer;

- ii) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- jj) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, the Selling Shareholders and the Book Running Lead Managers;
- kk) 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 and other relevant government bodies and as specified in the Red Herring Prospectus and Prospectus and rejecting such Bid cum Application Forms in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges and bank schedules received from SCSBs and the Sponsor Bank without reference to the physical Bid cum Application Forms or its enclosures;
- ll) On Bid/Offer Closing Date, collect the Bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID and PAN with the Depositories' database and provide a file to the Book Running Lead Managers and concerned Designated Intermediary (through the BRLMs) and BRLMs of the erroneous Bids which will be considered as invalid;
- mm) Deliver the Bid file received from the Stock Exchanges containing the application number, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;
- nn) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from the Escrow Collection Banks, the Sponsor Bank and the SCSBs and the Book Running Lead Managers and match the same with the Depository database for correctness of DP ID, Client ID and PAN;
- oo) To inform the Designated Intermediaries and the Book Running Lead Manager of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- pp) 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, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
- qq) To reject the ASBA Bids made by duplicate copies of the same Bid cum Application Form (i.e. two ASBA Bids bearing the same unique identification number);
- rr) To forward the report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Law;
- ss) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- tt) To coordinate with the Escrow Collection Banks (in case of Anchor Bids), SCSBs (in case of ASBA Bids) and Sponsor Bank (through the Stock Exchanges) for submission of provisional and final certificate, after taking into account rectifications, if any, and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be and ensuring the accuracy of such final certificates in accordance with applicable law;
- uu) To immediately inform the Company, the Selling Shareholders and the Book Running Lead Managers in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn, during preparations of Basis of Allotment;

- vv) To ensure that the Basis of Allotment is in accordance with SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- ww) To complete and follow all processes indicated in the Offer Documents, as applicable;
- xx) To provide QIB Bid file to members of the Syndicate on the Bid/Offer Closing date and to complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, foreign portfolio investors, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies. For Bids made in the QIB portion, 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 databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor;;
- yy) To co-ordinate with the Sponsor Bank/SCSBs, to collect and maintain records of the requisite certificate from the SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs within the timelines specified in and in the format mentioned by SEBI in Annexure B of SEBI circular number SEBI/HO/CFD/DR2/CIR/P/2019/133 dated November 8, 2019, as amended read with the SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought;
- zz) To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- aaa) 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 Offer Documents along with the Book Running Lead Managers, the Company and the Selling Shareholders;
- bbb) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company, the Selling Shareholders and the Book Running Lead Managers;
- ccc) To communicate to the Company, the Selling Shareholders and the Book Running Lead Managers at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO system of the Stock Exchanges and the Escrow Collection Banks', Sponsor Bank's and the SCSBs' data. The Registrar shall discuss the results of such reconciliation with the Company, The Selling Shareholders, the BRLMs, the SCSBs and the relevant Bankers to the Offer in a timely manner;
- ddd) To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders 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 Offer as may be agreed between the Company, the Book Running Lead Managers and the Registrar, on a daily basis at the end of the Bidding to the Company, the Selling Shareholders and the Book Running Lead Managers;
- eee) To provide exceptions to enable the Company, the Selling Shareholders and the Book Running Lead Managers to take decision on the Bids;
- fff) To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the BRLMs, 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 enter accurate data based on verification of the scanned copies of the physical Bid cum Application Forms received from the Anchor Investors for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- hhh) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank and the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018, SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 read with the UPI Circulars (collectively, the “**Relevant SEBI Circulars**”) on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the Relevant SEBI Circulars; It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs and the Sponsor Bank within two Working Days from the Bid/Offer Closing Date;;
- iii) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Bidders. 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/Offer Closing Date, or such earlier time as may be prescribed under Applicable Law;
- jjj) To undertake ‘technical rejections’ based on electronic bidding details and 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 Bidders as applicable who have been Allotted Equity Shares in the Offer;
- lll) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- mmm) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs; to deliver communication to the Company and the Selling Shareholders and the Book Running Lead Managers at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the Book Running Lead Managers, the Sponsor Bank, Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- nnn) 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;
- ooo) To provide correct data in time and in no event less than three Working Days from the Bid/ Offer Closing Date, or such earlier time as may be prescribed under Applicable Law, to enable the Company in consultation with the Book Running Lead Managers 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 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 Allotment Advice in consultation with the Company and the Book Running Lead Managers, post communication of the Allotment by the Selling Shareholders and Company and prepare funds transfer/unblocking schedule based on approved Allotment and to assist the Company and the Selling Shareholders in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Offer capital (except Equity Shares offered for sale by the Selling Shareholders), within three Working Days from the Bid/Offer Closing Date and in accordance with the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within such time as may be prescribed under Applicable Law, instructions to Sponsor Bank, SCSB's/Escrow Collection Bank for unblocking/transferring of funds to Public Offer/Refund account. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages are payable on account of such delay then the Registrar shall be bound to indemnify the Company, the Selling Shareholders and each of the BRLMs' Indemnified Parties, for the cost incurred on account of payment of such interest or damages;
- qqq) Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the Public Offer Account and unblocking of excess funds in the RII's account. The Sponsor bank, based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from the RII's bank account, whereupon the funds will be transferred from RIIs account to Public Offer Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank;
- rrr) To prepare funds transfer schedule based on approved Basis of Allotment;
- sss) To keep accurately, at all times, the electronic records relating to Bids received from all Designated Intermediaries and the Book Running Lead Managers, including:
- i. Bids from the online bidding system of the Stock Exchanges and ASBAs furnished by the SCSBs, Designated Intermediaries and the BRLMs ;
  - ii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
  - iii. Particulars regarding the monies blocked in the ASBA Accounts including through the UPI Mechanism of the respective ASBA Bidders;
  - iv. Particulars relating to the requisite money to be transferred to Public Offer Account, from each blocked amount, in accordance with the terms of this Agreement, the Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
  - v. Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- ttt) In relation to Bids made in the QIB Portion, 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;
- 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;
- vvv) To prepare a distribution schedule and analysis form for purposes of the Stock Exchanges or the Company and the Book Running Lead Managers;
- www) Prepare the following registers and other data:
- i. Top 50/100/200 shareholders (for the Stock Exchanges);
  - ii. Allotment registers;

- iii. Register of members;
  - iv. Index of members;
  - v. Return of Allotment (for the Registrar of Companies);
  - vi. Cross Reference Register; and
  - vii. Postal journal for documents mailed; and
  - viii. Any other data as may be requested.
- xxx) Post communication of the Basis of Allotment by the Company, prepare the list of Allottees entitled to Allotment of Equity Shares and prepare instructions for unblocking and/or transfer of funds from the SCSBs, Sponsor Bank, Escrow Accounts and relevant ASBA Accounts to the Public Offer Account and the Refund Account
- yyy) To ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- zzz) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- aaaa) Preparation of the fund transfer schedule along with reconciliation of total funds received from Escrow Collection Bank(s) and total amount 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) SCSB for ASBA Bids; and (ii) Escrow Collection Banks/Sponsor Bank with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for initiation of refunds from the Escrow Account or transfer the requisite money to the Public Offer Account (including for eventual credit to the Company and the Selling Shareholders) within the timelines specified under Applicable Laws, including SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, and the SEBI Circulars bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018 and the SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the UPI Circulars, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, or any other Applicable Law:
- i. Number of Equity Shares to be allotted against each valid ASBA or each valid Bid, as the case maybe and the list of successful Bidders;
  - ii. Amount to be transferred from the Escrow Account/Sponsor Bank/relevant ASBA Account/UPI linked bank account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid Bidder and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines as per Applicable Laws;
  - iii. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Laws;
  - iv. Details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/ unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case may be.

- bbbb) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant bank accounts/ issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, SEBI ICDR Regulations, or the circular (including the SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 read with SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021), regulations issued by the SEBI, the Red Herring Prospectus and the Prospectus;
- cccc) 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 Banks, Sponsor Bank, SCSB's and the Refund Banks;
- dddd) To give instructions to the concerned Depository for credit of Equity Shares in accordance with the Share Escrow Agreement to the successful Bidders, including by transfer from Share Escrow Account, after the approval of Allotment by the Board of Directors and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules and regulations issued by SEBI;
- eeee) 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 Offer Documents along with the Book Running Lead Managers, the Company and the Selling Shareholders;
- ffff) 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 that all formalities are completed;
- gggg) To coordinate with Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/ non-Allottees to the Book Running Lead Managers within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, read with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended.
- hhhh) To ensure timely deposit of Offered Shares in the Share Escrow Account and to ensure that the transfer of Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner in accordance with the Share Escrow Agreement;
- iiii) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company and receive confirmation from the Depositories;
- jjjj) To dispatch letters of Allotment/ Allotment Advice, CAN (if any), refund orders/unblocking/intimations and credit of shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers and assist the Company, the Selling Shareholders and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under Applicable Laws. 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 the SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- kkkk) To issue duplicate refund orders after obtaining suitable indemnity bond/or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable;
- llll) To revalidate refund orders, where permitted, if applicable;
- mmmm) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;



- nnnn) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers;
- oooo) Finalization of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer Book Running Lead Manager, the Company and the Selling Shareholders, 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 members of Syndicate and the Bankers to the Offer;
- pppp) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable laws and regulations 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 or any such period prescribed by commercial agreement with the Company and/or the Selling Shareholders for storage of such records or under any Applicable Laws and are made available to the Company at regular intervals;
- qqqq) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers;
- rrrr) To submit relevant documents to the Stock Exchanges (except listing application, allotment details and demat credit and refund details) for the purpose of obtaining listing approval;
- ssss) To settle investor complaints and grievances including those pertaining to Allotment of Equity shares, refund orders, delay in dispatch of Allotment Advices, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, circulars, notifications, guidelines and regulations issued by SEBI, and provide requisite reports to the Company and the Selling Shareholders and the Book Running Lead Managers during the Offer Period and after closing of the Offer;
- tttt) To assist the Company and the Selling Shareholders in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company and the Selling Shareholders with the Designated Stock Exchange;
- uuuu) To ensure that the Equity Shares offered as part of the Offer for Sale are transferred to Share Escrow Account in accordance with the relevant Share Escrow Agreement, and to ensure that the transfer of the Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner;
- vvvv) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- wwww) 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);
- xxxx) To initiate corporate action to Allot 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 of Directors of the Company and ensuring that correct credit to respective demat accounts is made in a timely manner, as specified in the Offer Documents and applicable rules, regulations and guidelines issued by SEBI. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Company and the Selling Shareholders, the cost incurred on account of payment of such interest or damages.;

- yyyy) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within six Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI from time to time;
- zzzz) To move the funds from the SCSBs, Sponsor Bank and Escrow Collection Banks to the Company's Public Offer Account, for eventual credit to the Company and the Selling Shareholders in accordance with the Offer Documents and Applicable Laws;
- aaaaa) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance. Prepare statement of selling commission payable, if any, and arrange for their dispatch;
- bbbbbb) To coordinate with the Sponsor Bank, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLMs, Registered Brokers, and other parties as may be required for completing the post-Offer process in accordance with applicable laws;
- ccccc) To provide data to assist the Company, the Selling Shareholders and the Book Running Lead Managers and as may be required by the Company, the Selling Shareholders and BRLMs in publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/Offer Opening/Date and Bid/Offer/Closing date advertisements have appeared earlier;
- dddddd) To provide weekly reports to the Company, the Selling Shareholders and the Book Running Lead Managers on the (i) status of Equity Shares lying in Share Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors and (iii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company, the Selling Shareholders and the Book Running Lead Managers;
- eeeee) 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 Book Running Lead Managers and the other Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- ffffff) To provide detailed statements for payment of brokerage, including providing within two Working Days or such earlier time as the Company, the Selling Shareholders or the Book Running Lead Managers may request, 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/14/2012 dated October 4, 2012 and as disclosed in the Offer 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 Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws;
- ggggg) Where the Registrar is required to liaise with third parties 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 timelines;
- hhhhh) To provide assistance to the Company, the Selling Shareholders and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for Offer/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
- iiiiii) To provide in a timely manner all accurate information to be provided by it under this Agreement;
- jjjjj) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI

Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, the SEBI Circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, the SEBI ICDR Regulations, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, the SEBI circular bearing reference no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, along with all/any amendments, changes, issued by SEBI from time to time in this regard;

- kkkkk) To ensure compliance with the UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
  - lllll) Providing data to the Company for necessary filings with the Reserve Bank of India;
  - mmmmm) Subject to applicable law, submit details of cancelled/withdrawn/deleted Bids to SCSB's on a daily basis within 60 minutes of bid closure time from the Bid/Offer opening date till Bid/Offer closing date by obtaining the same from Stock Exchanges, in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021. Subject to applicable law, the Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI circular dated March 16, 2021;
  - nnnnn) To prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021 within the prescribed timeline.
  - ooooo) To prepare and assist BRLMs in computing the compensation payable in accordance with SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.
  - ppppp) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Bidders in an initial public offering in terms of the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018; and
  - qqqqq) At the time of finalization of the Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI circular bearing reference number IMD/FPIC/CIR/P/2018/114 dated July 13, 2018. Further, the Registrar shall obtain validation from the Depositories for the FPIs who have invested in the particular primary market issuance 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 and to use PAN issued by the Income Tax Department of India to check compliance for a single FPI.
9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the RTA Regulations and for the minimum duration prescribed under Applicable Laws, without limitation, the following:
- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer,

the data/information received from the SCSBs and the Sponsor Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Offer / Escrow Banks;

- (b) all the electronic records, including reconciled data, bank schedules and certificates, relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the Book Running Lead Managers and the Designated Intermediaries;
- (c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
- (d) particulars relating to all the rejected / withdrawn/ unsuccessful Bids submitted by the Bidders which have been withdrawn, in the electronic file which do not get validated for the DP ID / Client ID / UPI ID and / or PAN with the depository database;
- (e) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers and the Designated Stock Exchange, along with relevant annexures and details;
- (f) Demographic Details obtained from the concerned Depositories;
- (g) terms and conditions of the Offer of the Equity Shares;
- (h) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- (i) list of names of successful Bidders and unsuccessful Bidders, including successful and unsuccessful ASBA Bidders;
- (j) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- (k) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts against valid Bids, and the refunds to be returned / unblocked to the Bidders;
- (l) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Book Running Lead Managers and the Designated Intermediaries;
- (m) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (n) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids;
- (o) particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids;
- (p) reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank, SCSBs, Book Running Lead Managers and the Bankers to the Offer and reconciliation between funds deposited with the Banker(s) to the Offer / Escrow Banks or any of their correspondent banks and total of amounts stated in Bid cum Application Form and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (q) reconciliation between funds deposited with the Bankers to the Offer or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;
- (r) refund orders dispatched to Anchor Investors in respect of Bid Amounts received from them in response to the Offer and revalidation and issue of duplicate refund orders;

- (s) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI, direct credit etc. for Anchor Investors;
- (t) details of demand drafts issued, if any, as applicable;
- (u) records of correspondence in respect of investor complaints, grievances or queries;
- (v) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID and Client ID details;
- (w) 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;
- (x) records of pre-printed Offer stationery, including CAN, revised CAN, Allotment Advice, refund warrants and duplicate refund intimations showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (y) complaint register containing details of the date of receipt of complaint, particulars of the complainant, nature of complaint, date of disposal and manner in which disposed. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (z) such other records as may be specified by SEBI, the Company, the Selling Shareholders, the SCSBs, members of the Syndicate and / or the Book Running Lead Managers for carrying on the activities as Registrar to the Offer;
- (aa) particulars relating to the requisite money to be transferred to the Company and the Selling Shareholders's account; and
- (bb) to assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.

In addition to the above, the Registrar shall procure and retain physical application forms submitted by Retail Individual Bidders with UPI as a payment mechanism to intermediaries, after the completion of six months from the date of submission of such physical application forms to intermediaries. In addition, the Registrar shall ensure that intermediaries shall, at all times, maintain the electronic records relating to electronic forms submitted with UPI as a payment mechanism, for a minimum period of three years.

Subject to the provisions of any other law including Regulation 14 and 15 of the RTA Regulations and commercial arrangements with the Company for storage cost for application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years or any such period prescribed under Applicable Laws from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, the Selling Shareholders and the Book Running Lead Managers, or any of their respective assigns with any report that is required by them using the information specified above in a timely manner.

10. The Registrar shall not and shall ensure that 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 Selling Shareholders, the Offer or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

“**Confidential Information**” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, 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 BRLMs and the Company and the Selling Shareholders, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers,

e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel and officers and auditors and advisors of the Company or the Selling Shareholders, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements, 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, quality assurance programs, price lists, pricing policies and any other business and financial information and research and development activities 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 the regulatory and statutory provisions.

The provision of this Clause 10 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

11. 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 the Sponsor Bank, Escrow Collection Banks or SCSBs to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Accounts as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and dispatch of refund orders without delay, including providing the Bankers to the Offer, Escrow Collection Banks with details of the monies or any surplus amount to be refunded to the Bidders. 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 Refund Banks, including any of their correspondent banks, if any.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs or other Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar shall ensure that:
  - a. investors shall be sent the first response within three Working Days after receipt of 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. in accordance with Applicable Laws, ensure 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);
  - d. the Registrar has a proper system to track, address and redress investor complaints;
  - e. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking / refund of application monies without delay and as per Applicable Law;
  - f. For the electronic Bids which are rejected as invalid because of DP ID / UPI ID / Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Sponsor Bank/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;
  - g. uniform procedure is followed for the processing of Bid cum Application Forms;

- h. it shall provide status update at periodic intervals to the Book Running Lead Managers, the Company and the Selling Shareholders, including updates on the nature and status of all investor grievances;
  - i. it will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
  - j. the information furnished to the SCSBs, the Syndicate and the Registered Brokers in discharging their responsibility under the ASBA process is correct and valid; and
  - k. it maintains an insider list in accordance with the directions of the Company.
14. The Registrar acknowledges and shall comply with the SEBI circular IMD/FPIC/CIR/P/2018/114 dated July 13, 2018, in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 and any circulars or notifications issued thereunder, as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time;
15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- (a) creation of false market;
  - (b) price rigging or manipulation; or
  - (c) passing of unpublished price sensitive information to any third party including without limitation 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.
16. The Registrar undertakes that neither it 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.
17. The Registrar undertakes that neither it, 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 Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business 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 laws.
18. The Registrar acknowledges and shall comply with the SEBI circular IMD/FPIC/CIR/P/2018/114 dated July 13, 2018 in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 ("**FPI Regulations**"), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
19. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:

- (a) it is knowledgeable about anti-bribery and anti-corruption 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) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement 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;
  - (d) it will immediately notify the Book Running Lead Managers, the Company and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
  - (e) 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;
  - (f) it shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement;
  - (g) 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 eight years following termination of this Agreement; and
  - (h) it has formulated and implemented a comprehensive policy framework, approved by its board of directors, in compliance with the SEBI circular SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018.
20. Immediately on receiving the instructions from the Company and the Selling Shareholders and / or the Book Running Lead Managers as the case may be in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to unblock the ASBA Accounts and / or dispatch the refund orders within the period specified in the Offer Documents and Cash Escrow and Sponsor Bank Agreement. If the Company and / or the Selling Shareholders, as the case may be, are made 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 or the Sponsor Bank, as the case may be, to unblock bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company and the Selling Shareholders and/or the Book Running Lead Managers or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and / or the Selling Shareholders in paying interest as per the Applicable Law. If the Company, the Selling Shareholders or the Book Running Lead Managers 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 Offer 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 Agreement, the Registrar shall be liable to indemnify the Company, the Selling Shareholders or the BRLMs Indemnified Parties for such compensation / damage, loss etc., incurred by the Company, the Selling Shareholders or the Book Running Lead Managers, as the case may be.



21. 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 Anchor Investors in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
22. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the Book Running Lead Managers and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders) until the completion of the dispatch of Allotment Advice, refund orders, 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 written consent of the Company and the Selling Shareholders, as the case may be. The Company and the Selling Shareholders agree that they will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 22 below). The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and/or the Selling Shareholders as applicable.
23. The Registrar will handle the Offer and Assignment related work from its registered office at C – 101, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India, 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 Offer.
24. The Company shall, on behalf of itself and the Selling Shareholders, make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters / Allotment / Allocation Advice, share certificate etc. within two Working Days from the Bid / Offer Closing Date. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders and shall share the same with the Company and the Selling Shareholders within three days from the date of receipt of request from the Company and the Selling Shareholders and also agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount, as applicable, in accordance with Applicable Law.
25. 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 and the Selling Shareholders, to the extent of the Equity Shares offered by them in the Offer for Sale, shall also extend all necessary assistance to the Registrar in such matters.
26. The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary.
27. The Registrar shall extend all necessary support to the Company, the Selling Shareholders, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI process.
28. The Offer stationery including CAN, revised CAN (if applicable), certificates, letters of Allotment, allotment / Allocation Advices and refund orders/intimation envelopes etc. shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Offer and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and the Refund Bank.
29. The Registrar will finalize various post – Offer monitoring reports such as the initial post Offer report, the final post – Offer monitoring report, along with relevant documents / certificates, in consultation with the Book Running Lead Managers and the Company, to be submitted to the SEBI within the stipulated time.

30. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Sponsor Bank/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, UPI ID, DP ID or Client ID and investor complaints/grievances.
31. The Registrar will provide all the relevant statements/ reports to ensure commencement of trading within timelines mentioned in the Offer Documents and Applicable Laws, in consultation with the Company and the Selling Shareholders and the Book Running Lead Managers.
32. The Registrar will also carry-out the following activities:
1. Liaise with the Company and the Selling Shareholders to ensure that the Equity Shares offered as part of the Offer for Sale are transferred to a Share Escrow Account in accordance with the relevant Share Escrow Agreement. This will be done along with the Book Running Lead Managers.
  2. Give instruction to transfer/unblock the funds from the Escrow Account/SCSBs to the Public Offer Account within three days from the date of receipt of request from the Company and the Selling Shareholders and also agree to return the excess funds the Company and Selling Shareholders, as applicable, in accordance with Applicable Law. Each of the Selling Shareholders shall reimburse to the funds from the Escrow Account/SCSBs, any amount paid by the Company on behalf of the respective Selling Shareholders, for eventual credit to the Company and the Selling Shareholders.
33. The Company and the Selling Shareholders (to the extent applicable) agree that the formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
34. The Company and the Selling Shareholders agree that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses payable post completion of the Offer, shall be as specified in Schedule II, after deducting all taxes, duties and levies as per Applicable Law. 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 (by itself or on behalf of the Selling Shareholder), except for any out-of-pocket expenses. The fees, expenses, and charges payable to the Registrar shall be borne by the Selling Shareholder, in proportion to the Equity Shares sold by the Selling Shareholders as per the terms and conditions specified in **Schedule I**, in accordance with the Applicable Laws. Any expenses paid by the Company on behalf of the Selling Shareholders in the first instance will be reimbursed to the Company, by the Selling Shareholders to the extent of their proportion of Offer related expenses, directly from the Public Offer Account. For the avoidance of doubt, in the event that a Selling Shareholder withdraws from the Offer, such Selling Shareholder will bear only such fees, expenses and charges payable to the Registrar which are directly attributable to the Offer at the time of such withdrawal, based on the proportion of the Equity Shares offered by it in the Offer..
35. The Registrar shall provide such information and data as required by the Book Running Lead Managers with intimation to the Company and the Selling Shareholders and provide certificates as requested by the Book Running Lead Managers, including at the stage of closure of the Offer, rejection of Bids, etc.
36. The Company and/or Selling Shareholders 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 in the event any Party does not take a special contingency policy to cover risks arising out of fraud, forgery errors of commission or omission, etc.
37. 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 markets of the country due to war, insurrection, pandemic (man-made or natural) or any other calamity, epidemic or any other serious sustained, political or industrial disturbance or in any event beyond the control of the Party seeking to rely on it caused by force majeure as may be agreed to between the Parties, any of the Parties so affected (the “**Affected Party**”) may terminate this Agreement with mutual consent before the opening of the Offer. However, prior to exercising the option to terminate, the

Parties are required to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 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 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. 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, due to COVID-2019, its mutations and / or any consequent, restrictions or lockdown thereof. 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 action within 10 (ten) Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the services detailed herein till effective termination of the Agreement. The Company and the Selling Shareholders may terminate this Agreement upon receipt of such a notice from the Registrar.

38. The Company and the Selling Shareholders will be entitled to terminate this Agreement immediately, in the event the Registrar's certificate of registration with the SEBI is suspended / cancelled or any other statutory, governmental, regulatory, judicial or quasi-judicial and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities, or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent. For the avoidance of doubt, in the event the Company and the Selling Shareholders in consultation with the BRLMs, decide not to proceed with the Offer at any time for any reason, this Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/ or the Selling Shareholders and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company and/or the Selling Shareholders may jointly terminate this Agreement, with or without cause, by giving prior written notice to the Registrar and the Registrar would be paid only to the extent of services rendered by it until such termination.
39. Further, the Company and the Selling Shareholders may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination. It is also clarified that the termination of this Agreement by one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholder(s) or with respect to the Company.
40. If this Agreement is ever terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company, Book Running Lead Managers and the Selling Shareholders or their newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
41. The Registrar shall redress complaints of the Bidders within five days of receipt of the complaint during the validity of this Agreement and shall continue to do so during the period it is required to maintain records under the RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Selling Shareholders to the extent of the Equity Shares offered in the Offer for Sale shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, the Selling Shareholders and the Book Running Lead Managers in a mutually agreeable format. Similar status reports shall also be provided to the Company and the Selling Shareholders, as and when required.
42. 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 RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and

the Selling Shareholders in any other business of the Company and the Selling Shareholders in any manner whatsoever.

43. 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 it will take all measures at its own cost to rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of written notice of such breach by the other Parties and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, the Selling Shareholders, the Book Running Lead Managers and their respective directors, officers, employees, representatives and successors and their respective agents and advisors for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders shall, severally and not jointly, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 days of receipt of written notice of such breach by the Company and/or the Selling Shareholders. 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 they shall within three Working Days upon being instructed by the Company, the Selling Shareholders and/or the Book Running Lead Managers transfer all the documents in their possession including those related to the Equity Shares, to any other registrar / depository as instructed by the Company, the Selling Shareholders and / or the Book Running Lead Managers.
44. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it, at its own cost and expense, shall indemnify and keep indemnified, defend and hold harmless the Book Running Lead Managers, the Company, the Selling Shareholders, their respective affiliates, directors, officers, partners, employees, management, representatives, permitted assigns and successors and their respective agents, advisors and the BRLMs indemnified parties (individually referred to as the “**Indemnified Party**” and collectively as “**Indemnified Parties**”) free and harmless at all times from and against all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, charges, awards, judgments, expenses, without limitation, interest costs, legal expenses (including attorney’s fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, and demands which may be made or commenced against the Indemnified Parties by any Bidders (including ASBA Bidders) or any holder of the Equity Shares issued/transferred or any other third party against the Indemnified Parties, including but not limited to arising out of or 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; (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, the Assignment, or the Letter of Indemnity; (iv) any fine imposed by the SEBI or any other Governmental Authority against any of the Indemnified Parties; or (v) if any information provided to the BRLMs is untrue, incomplete, or incorrect in any respect; or as a consequence of any act or omission of or any failure or deficiency or default 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 Law. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar’s duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Law, including but not limited to 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 governmental, statutory or judicial, quasi-judicial, administrative or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct, provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Company and the Selling Shareholders, and each of their

respective directors, officers, employees, advisors, affiliates and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, the services contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, governmental, administrative, judicial, quasi-judicial 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 or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct.

45. That 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, Registrar is authorised by other parties to this agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to the Engagement. Accordingly, the Company and Selling Shareholders agree that Registrar shall have no liability to them for any Loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.
46. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the “**Letter of Indemnity**”) in the format set out in **Schedule IV** to each of the Book Running Lead Managers in accordance with the term of which the Registrar shall indemnify and hold harmless each of the BRLMs’ Indemnified Parties from and against any and all suits, losses, liabilities, claims, actions, demand, proceedings, damages, awards, judgements, costs, interest costs, charges and expenses, including without any limitation attorney’s fees and court costs which may be made or commenced against the Company and/or the BRLMs by any Bidder or holder of the Equity Shares issued or any other third party as a consequence of, arising out of or in connection with any act or omission of or any failure, error or deficiency arising out of a breach (or alleged breach) of the obligations of the Registrar under the Agreement and the Letter of Indemnity. The Registrar shall further indemnify and refund all costs incurred by the BRLMs’ Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in queries relating to such services from the SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental, or regulatory authority or a court of law. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, wherever, and to the extent applicable, and that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity.
47. The Registrar may have to provide certain information regarding the Bidders (including ASBA Bidders) as may be required under any legislation or regulation to certain statutory and regulatory authorities 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.
48. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered / speed post or email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, at the address of such Party, if given by registered / speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email upon transmission thereof.

All notices to the Parties shall be addressed as under:

**To the Registrar:**

**Link Intime India Private Limited**  
C-101, 247 Park

L B S Marg  
Vikhroli (West)  
Mumbai 400 083  
Maharashtra, India  
**Tel:** +91 22 4918 6000  
**Email:** haresh.hinduja@linkintime.co.in  
**Attention:** Haresh Hinduja Head-Primary Market

**To the Company:**

**Bikaji Foods International Limited**

196-199, F 178 & E 188,  
Bichhwal Industrial Area,  
Bikaner – 334 006, Rajasthan  
**Tel:** +91 96725 35353 and 82394 42314  
**Email:** [divya.navani@bikaji.com](mailto:divya.navani@bikaji.com); rishabh@bikaji.com  
**Attention:** Company Secretary & Compliance Officer with a copy to CFO

**To the Selling Shareholders:**

To the address as indicated in **Schedule V** of this Agreement.

49. Any change in the above and **Schedule V** of this Agreement shall be intimated by the Party concerned to the other Parties and such change shall be effective five Working Days thereafter or such later date as may be specified by the Party whose address / contact details are changed.

The Registrar shall bring to the notice of the Company and the Selling Shareholders of any communication between the BRLMs and the Registrar pursuant to the Letter of Indemnity, in the event such communication is in connection with terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.

50. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by the other Party(ies) and shall also be reported to the Company, the Selling Shareholders and the Book Running Lead Managers immediately.
51. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards the validity, and the interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and the Selling Shareholders and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended (the “**Arbitration Act**”) or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including legal costs incurred by the successful Party(ies). The arbitral award shall state the reasons on which it is based and shall be final and binding on the parties within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. Further, in the event that despite best efforts by the Parties, the award is not passed within such 12 (twelve) month 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 and shall be subject to enforcement in any court of competent jurisdiction.
52. Any reference made to the arbitration tribunal 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.

53. Subject to Clause 52 above, courts at Mumbai, shall have sole and exclusive jurisdiction over all the disputes arising out of the arbitration proceedings mentioned hereinabove.
54. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
55. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Offer, provided that Clauses 4, 8(bbb), 9, 10, 14, 16, 17, 19, 24, 37, 40, 41, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54 and this Clause 55 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, including the Confidential Information, whether in physical copies or soft copies shall be handed over to the Company or the Selling Shareholders within one month from the date of termination of this Agreement or within one month from the date of cancellation of registration as a registrar, whichever is earlier.
56. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Selling Shareholders and / or the Book Running Lead Managers.
57. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.
58. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws 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.
59. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. 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 any 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).
60. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

SIGNED BY SHIV RATAN AGARWAL



Designation: Chairman & Whole-time Director

Date: 18 February, 2022



**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED BY DEEPAK AGARWAL**




Designation: *Managing Director*

Date: *18 february, 2022*

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

SIGNED FOR AND ON BEHALF OF BIKAJI FOODS INTERNATIONAL LIMITED



Name: Deepak Agarwal

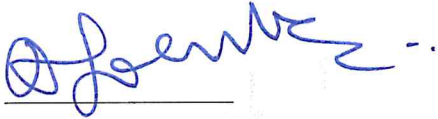
Designation: Managing Director

Date: 18 February, 2022

**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF IIFL SPECIAL OPPORTUNITIES FUND**



Name: Anshuman Goenka


Designation: Head – Private Equity

Date:

**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF IIFL SPECIAL OPPORTUNITIES FUND – SERIES 2**

A handwritten signature in blue ink, appearing to read 'Anshuman Goenka', is written over a horizontal line.

Name: Anshuman Goenka

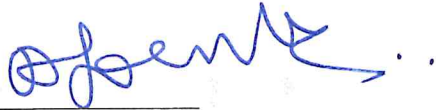
Designation: Head – Private Equity

Date:

**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF IIFL SPECIAL OPPORTUNITIES FUND – SERIES 3**

A handwritten signature in blue ink, appearing to read 'Anshuman Goenka', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke at the end.

Name: Anshuman Goenka

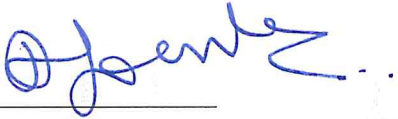
Designation: Head – Private Equity

Date:

**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF IIFL SPECIAL OPPORTUNITIES FUND – SERIES 4**



Name: Anshuman Goenka

Designation: Head – Private Equity

Date:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF IIFL SPECIAL OPPORTUNITIES FUND – SERIES 5**



Name: Anshuman Goenka

Designation: Head – Private Equity

Date:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF INTENSIVE SOFTSHARE PRIVATE LIMITED**





\_\_\_\_\_  
Name: Dhirander Kumar Surana

Designation: Director

Date:



**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF INDIA 2020 MAHARAJA, LIMITED**



Name: Jean Thierry Fabrice Arlapen

Designation: Director

Date:

**THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF AVENDUS FUTURE LEADERS FUND I**

A handwritten signature in black ink, appearing to read "Ritesh Chandra", is written above a horizontal line.

Name: Ritesh Chandra

Designation: Director, Avendus PE Investment Advisors Pvt Ltd

Date:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, SELLING SHAREHOLDERS AND THE REGISTRAR.**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized signatories representatives as of the date written below

**SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED**

The image shows a handwritten signature in blue ink on the left and a circular purple stamp on the right. The stamp contains the text "LINK INTIME INDIA PVT. LTD." around the perimeter and "MUMBAI" in the center.

**Authorized Signatory**

**Name: Dnyanesh Gharote**

**Designation: Vice President**

**Date: 18<sup>th</sup> February 2022**

**SCHEDULE I**

**SCHEDULE OF FEES**

<b>Sr. No</b>	<b>Particulars</b>	<b>Unit</b>	<b>Rates (Rs.)</b>
1	Processing Fees	}	
2	Validating bid data with depositories		
3	Overprint Intimation advices		
4	Hosting allotment data on our website		
5	Basis of Allotment		
6	Listing related reports		
7	Attending and resolving Investors' queries		
		(Sr. No 1-7) Re. 0.05/- per bid/application	

Issuer would manage insurance coverage of the issue process, as required by SEBI.

Escrow Demat account charges- Rs 50,000/-

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/-

Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.

Applicable taxes would be levied separately

## SCHEDULE II

### ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

**Note:** 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 Offer and in the post-Offer process, as may be directed by the Company, the Selling Shareholder or the Book Running Lead Managers, to the Registrar.

	<b>Activity</b>	<b>Party Responsible</b>
<b>I.</b>	<b>PRE- OFFER WORK</b>	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the Book Running Lead Managers
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	Registrar/Company in consultation with the Book Running Lead Managers /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Book Running Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Book Running Lead Managers/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
<b>II.</b>	<b>OFFER RELATED WORK</b>	
1.	Expediting dispatch of application, final certificate from controlling branches of SCSB, Sponsor Bank 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	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	Collection of Bid cum Application Forms from the Designated Intermediaries	Registrar
6.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Managers to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
7.	Informing Stock Exchange/SEBI and providing necessary certificates to Book Running Lead Managers on closure of Offer	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/Company/Book Running Lead Managers
9.	Sending the electronic bid file for NIBs 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 Sponsor Bank, as the case may be.	Registrar
13.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Offer, Sponsor Bank and SCSBs.	Registrar
14.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
15.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
16.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database.	Registrar
17.	Eliminating invalid Bids and Bids below Offer Price	Registrar
18.	Uploading of beneficiary account details to Depositories	Registrar
19.	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, Selling Shareholders and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
20.	Preparation of inverse number for applicable categories	Registrar
21.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange and Book Running Lead Managers	Registrar
22.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares offered under OFS and receive confirmation from the Depositories	Registrar
23.	Finalizing basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/Registrar
24.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
25.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
26.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
27.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar

28.	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, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer 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 Offer Account, for each valid Bid; (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer 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, as the case may be, to unblock the respective bank accounts; (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids.	Registrar
29.	Unblocking the relevant bank account for: i) Transfer of requisite money to the Public Offer Account against each valid Bid cum Application Form ii) Rejection or unsuccessful Bid cum Application Forms	SCSB
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
31.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought. Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed in SEBI circular dated March 16, 2021.	Registrar / SCSBs
32.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021 within the prescribed timeline.	Registrar
33.	Registrar shall prepare and assist BRLMs in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021	Registrar
34.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
35.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
36.	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 and providing Syndicate Members' performance.	Registrar
37.	Scrutiny and processing of Bids received from the Designated Intermediaries	Registrar
38.	Printing of Allotment Advice, for refunding application money	Registrar/Printer
39.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered Post	Registrar


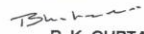
40.	Printing of distribution schedule for submission to Stock Exchange	Registrar
41.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
42.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
43.	Sending refund orders, as applicable, and refund to Bidders	Registrar
44.	Offer of duplicate refund orders, as applicable	Registrar
45.	Revalidation of refund orders, as applicable	Registrar
46.	Preparation of register of members and specimen signature cards (if required)	Registrar
47.	Overprinting of Allotment advice, intimation and refund orders	Registrar
48.	Mailing of documents by registered post	Registrar
49.	Binding of application forms, application schedule and computer outputs	Registrar
50.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
51.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
52.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead Managers in consultation with the Selling Shareholders
53.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
54.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
55.	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
56.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents. and to ensure settlement of all investor complaints	Registrar/ Company
57.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company / Registrar in consultation with the Book Running Lead Managers
58.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the Selling Shareholders and the Book Running Lead Managers.	Registrar
59.	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, FPIs, non-residents etc.	Registrar
60.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Selling Shareholders/ Book Running Lead Managers.	Registrar
61.	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
62.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021, within the prescribed timeline.	Registrar



63.	Registrar shall prepare and assist the BRLMs in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021.	Registrar
64.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
65.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer BRLM	Registrar/SCSBs
66.	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 / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges	Registrar
67.	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

*Note: This Schedule does not contain 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 Offer and in the post-Offer process, as may be directed by the Company, the Selling Shareholders or the Book Running Lead Managers, to the Registrar.*

### SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रकार FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
<b>भारतीय प्रतिभूति और विनियम बोर्ड</b> <b>SECURITIES AND EXCHANGE BOARD OF INDIA</b> [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8) Regulation 8A		
001372		
<b>रजिस्ट्रीकरण का प्रमाणपत्र</b> <b>CERTIFICATE OF REGISTRATION</b> PERMANENT REGISTRATION		
<p>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 प्रदत्त 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</p> <p>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</p> <p style="text-align: center;"><b>LINK INTIME INDIA PVT. LTD.</b> <b>C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE</b> <b>PANNALAL SILK MILLS COMPOUND</b> <b>L.B.S. MARG, BHANDUP (WEST)</b> <b>MUMBAI 400 078</b></p> <p>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।</p> <p>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.</p> <p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड <b>INR000004058</b> है।</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is <b>INR000004058</b> है।</p> <p>This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p> <p>III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिवान्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
स्थान Place	MUMBAI	
तारीख Date	JULY 15, 2014	
		
		आदेश से <b>भारतीय प्रतिभूति और विनियम बोर्ड</b> के लिए और उसकी ओर से By order For and on behalf of <b>Securities and Exchange Board of India</b>
		 <b>B. K. GUPTA</b>
		प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory
*Delete whichever is not applicable		

## SCHEDULE IV

### FORM OF LETTER OF INDEMNITY

#### LETTER OF INDEMNITY

[ON THE LETTERHEAD OF THE REGISTRAR. TO BE EXECUTED SEPARATELY ON A STAMP PAPER OF APPROPRIATE VALUE.]

Date: February 22, 2022

#### **JM Financial Limited**

7<sup>th</sup> Floor, Cnergy  
Appasaheb Marathe Marg  
Prabhadevi, Mumbai 400 025  
Maharashtra, India

#### **Axis Capital Limited**

1st Floor, Axis House  
C-2, Wadia International Centre,  
P.B. Marg, Worli, Mumbai 400025  
Maharashtra, India

#### **IIFL Securities Limited**

10<sup>th</sup> floor, IIFL Centre, Kamala Mills,  
Senapati Bapat Marg, Lower Parel (West)  
Mumbai – 400 013  
Maharashtra, India

#### **Intensive Fiscal Services Private Limited**

914, Raheja Chambers  
Free Press Journal Marg, Nariman Point  
Mumbai - 400 021  
Maharashtra, India

#### **Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC, Plot No. 27,  
G Block, Bandra Kurla Complex  
Bandra (East), Mumbai 400 051  
Maharashtra, India

(JM Financial Limited, IIFL Securities Limited, Intensive Fiscal Services Private Limited, Kotak Mahindra Capital Company Limited and any other book running lead managers which may be appointed in relation to the Offer are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)

Ladies and Gentlemen:

**Re: Letter of indemnity (“Letter of Indemnity”) to the BRLMs by Link Intime India Private Limited (the “Registrar”) pursuant to the Registrar Agreement entered into among Bikaji Foods International Limited (the “Company”), the Registrar and the Selling Shareholders dated February 22, 2021, as may be amended from time to time (the “Registrar Agreement”)**

1. The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of face value of ₹1 each of the Company (the “**Equity Shares**”), comprising of an offer for sale of Equity Shares held by the Selling Shareholders, as set out in Schedule V (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”, the “**Offer**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price and the terms of

the offer as may be determined by the Company and the Selling Shareholders in consultation with JM Financial Limited, Axis Capital Limited, IIFL Securities Limited, Intensive Fiscal Services Private Limited and Kotak Mahindra Capital Company Limited (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) through the book building process under Schedule XIII of the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations, (ii) outside the United States, in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the applicable laws of the jurisdictions where offers and sales occur; and (iii) within the United States, to “qualified institutional buyers” (as defined in Rule 144A under the Securities Act (“**Rule 144A**”)) pursuant to Section 4(a) of the Securities Act. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Managers, on a discretionary basis, in accordance with the ICDR Regulations.

2. The Registrar has been appointed as the registrar and share transfer agent to the Offer (“**Registrar to the Offer**”) by the Company and the Selling Shareholders, after consultation with the BRLMs, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Offer and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) and the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India (the “**SEBI**”), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. In this regard, the Registrar has entered into the Registrar Agreement. 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 duties, responsibilities, obligations and the consequences of any default on its part.
3. The Registrar is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000000221 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the “Assignment” and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable law), and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement.
4. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is error or failure to perform the Assignment by the Registrar and/ or default or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and/or any other legal requirement applicable in relation to the Offer. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and in accordance with the applicable laws within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the BRLMs to:
  - (a) fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer;
  - (b) To ensure compliance with applicable laws, including 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/CIR/P/2016/26 dated January 21, 2016, (vii) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (viii) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 as amended *vide* 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 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, 2020 and the SEBI circular no.

SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the “**UPI Circulars**”), (ix) the SEBI ICDR Regulations, the Companies Act, RTA Regulations; and not limited to the provisions of the UPI Circulars and any subsequent circulars or notifications issued by SEBI in this regard, the SEBI ICDR Regulations, as amended; and

(c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

5. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar hereby executes and delivers this Letter of Indemnity to the BRLMs and agrees to indemnify, and keep indemnified and hold harmless each of the BRLMs, and any of the BRLM’s affiliates and each of their respective partners, directors, management, representatives, officers, employees, successors, permitted assigns, advisors, intermediaries and authorized agents or other persons acting on its behalf and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the “**BRLMs Indemnified Parties**”) at all times from and against any and all suits, proceedings of whatever nature made, suffered or incurred, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, proceedings including without limitation, legal expenses (including attorney’s fees and court costs), accounting fees, investigation costs, losses arising from the difference or fluctuation in exchange rates of currencies, and all other liabilities, costs and all other demands which may be made or commenced against any of the BRLMs Indemnified Parties by any Bidders (including ASBA bidders) or holder of the Equity Shares issued/ transferred or by any other third party against any of the BRLMs Indemnified Parties including but not limited to arising out of or in connection with:
- (a) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement;
  - (b) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority;
  - (c) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar’s duties, obligations and responsibilities under the Agreement, the Assignment, or this Letter of Indemnity;
  - (d) any fine imposed by the SEBI or any other regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority against any of the Indemnified Parties;
  - (e) if any information provided to the Company, Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect; or
  - (f) or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of duties, obligations and responsibilities 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 such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable law.
6. The Registrar shall further indemnify and refund all costs incurred by the BRLMs Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental and/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 BRLMs 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, quasi-judicial, administrative, governmental or regulatory authority or a court of law.

7. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
8. 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 BRLMs Indemnified Party may have as per applicable law, equity and/or otherwise 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.
9. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.
10. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLMs.
11. The Registrar acknowledges and agrees that the BRLMs 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 the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity. Further, the Company and the Selling Shareholders entering into the Registrar Agreement is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLMs.
12. 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.
13. 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.
14. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, governing law and dispute resolution mechanism mentioned in Clauses 52, 53 and 54 of the Registrar Agreement shall apply *mutatis mutandis* to this Letter of Indemnity as if set out in full herein.
15. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus and the Red Herring Prospectus and Prospectus to be filed by the Company with the Registrar of Companies and the stock exchanges, as may be applicable.
16. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute or difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai, India. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. Subject to the provisions of this paragraph, the courts and tribunals of Mumbai, India shall have sole and exclusive jurisdiction in relation to any disputes arising out of the arbitration proceedings mentioned hereinabove. Notwithstanding the power of the arbitrator(s) to grant interim relief, the disputing Parties shall have the power to seek appropriate interim and/or appellate reliefs from the courts of Mumbai, India only. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

17. Any notice, communication or documents to be issued under this Letter of Indemnity or the Registrar Agreement may be given by personal delivery, registered/speed post or email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email upon transmission thereof.

All notices to the Parties shall be addressed as under:

In case of the BRLMs:

**JM Financial Limited**

7th Floor, Cnergy  
Appasaheb Marathe Marg  
Prabhadevi, Mumbai- 400025  
Maharashtra, India  
Tel.: +91 22 66303030  
E-mail: Shantanu.Sinha@jmfl.com  
Attention: Shantanu Sinha

**Axis Capital Limited**

8th Floor, Axis House, C-2  
Wadia International Centre, P.B. Marg  
Worli, Mumbai 400 025  
Maharashtra, India  
Tel: +91 22 4325 2183  
Email: natarajan.mahadevan@axiscap.in  
Attention: Mr. M. Natarajan

**IIFL Securities Limited**

10th floor, IIFL Centre, Kamala Mills,  
Senapati Bapat Marg, Lower Parel (West)  
Mumbai – 400 013  
Maharashtra, India  
Tel.: +91 22 4646 4600  
E-mail: nipun.goel@iiflcap.com  
Attention: Nipun Goel

**Intensive Fiscal Services Private Limited**

914, Raheja Chambers  
Free Press Journal Marg, Nariman Point  
Mumbai - 400 021  
Maharashtra, India  
Tel.: +91 22 2287 0443  
E-mail: harish@intensivefiscal.com  
Attention: Harish Khajanchi

**Kotak Mahindra Capital Company Limited**

Name	Ms. Gesu Kaushal
Address	1st Floor, 27 BKC, Plot No. 27 G Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051 Maharashtra, India
Tel	+91 22 4336 0000
Email	gesu.kaushal@kotak.com

In case of the Registrar:

**Link Intime India Private Limited**

C-101, 1<sup>st</sup> Floor, 247 Park,  
L.B.S. Marg, Vikhroli (West),  
Mumbai 400 083, Maharashtra, India  
**Tel:** +91 22 4918 6000  
**Email:** haresh.hinduja@linkintime.co.in  
**Attention:** Haresh Hinduja Head-Primary Market



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.**

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

For and on behalf of **Link Intime India Private Limited**

Authorized Signatory

Name:

Designation:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.**

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

For and on behalf of **JM Financial Limited**

Authorized Signatory

Name:

Designation:

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

For and on behalf of **Axis Capital Limited**

Authorized Signatory

Name:

Designation:

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

For and on behalf of **IIFL Securities Limited**

Authorized Signatory

Name:

Designation:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.**

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

For and on behalf of **Intensive Fiscal Services Private Limited**

Authorized Signatory

Name:

Designation:

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, REGISTRAR AND SELLING SHAREHOLDERS.**

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

For and on behalf of **Kotak Mahindra Capital Company Limited**

Authorized Signatory

Name:

Designation:

## SCHEDULE V

### Selling Shareholders

Sl. No.	Name and address of Selling Shareholders	Offered Shares	Date of the resolution of the board of directors
1.	India 2020 Maharaja, Limited Suite 218, 22 St Georges Street, Port Louis, Mauritius  Attn: Mr. Tarun Pande	Up to 1,21,10,967 Equity Shares	18 February 2022
2.	Intensive Softshare Private Limited 914, Raheja Chambers, 9 <sup>th</sup> Floor, Free Press Journal Marg, Nariman Point, Mumbai-400021  Attn: Mr. D. K. Surana	Up to 50,000 Equity Shares	19 February 2022
3.	IIFL Special Opportunities Fund  6 <sup>th</sup> Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013  Attn: Mr. Anshuman Goenka	Up to 31,10,056 Equity Shares	8 December 2021
4.	IIFL Special Opportunities Fund – Series 2  6 <sup>th</sup> Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013  Attn: Attn: Mr. Anshuman Goenka	Up to 19,95,552 Equity Shares	8 December 2021
5.	IIFL Special Opportunities Fund – Series 3  6 <sup>th</sup> Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013  Attn: Mr. Anshuman Goenka	Up to 9,76,179 Equity Shares	8 December 2021
6.	IIFL Special Opportunities Fund – Series 4  6 <sup>th</sup> Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013  Attn: Mr. Anshuman Goenka	Up to 27,53,339 Equity Shares	8 December 2021
7.	IIFL Special Opportunities Fund – Series 5  6 <sup>th</sup> Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013  Attn: Mr. Anshuman Goenka	Up to 21,62,226 Equity Shares	8 Dcember 2021
8.	Avendus Future Leaders Fund I  6th Floor, IL&FS Financial Centre, C and D Quadrant, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051  Attn: Mr. Vivek Singla	Up to 12,15,665 Equity Shares	8 February 2022
9.	Shiv Ratan Agarwal Haldiram House, C-57, Sadulganj, Bikaner, Rajasthan 334 001, India E-mail: <a href="mailto:deepak@bikaji.com">deepak@bikaji.com</a>	Up to 25,00,000 Equity Shares	NA

Sl. No.	Name and address of Selling Shareholders	Offered Shares	Date of the resolution of the board of directors
10.	Deepak Agarwal Haldiram House, C-57, Sadulganj, Bikaner, Rajasthan 334 001, India E-mail: <a href="mailto:deepak@bikaji.com">deepak@bikaji.com</a>	Up to 25,00,000 Equity Shares	NA