



महाराष्ट्र MAHARASHTRA

2021

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED NOVEMBER 12, 2021, ENTERED INTO BETWEEN LINK INTIME INDIA PRIVATE LIMITED AND eMUDHRA LIMITED AND THE SELLING SHAREHOLDERS



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NOVEMBER 12, 2021

REGISTRAR AGREEMENT

AMONG

eMUDHRA LIMITED

AND

THE SELLING SHAREHOLDERS

AND

LINK INTIME INDIA PRIVATE LIMITED

This Agreement (the “**Agreement**”) is entered into this November 12, 2021, at Mumbai between:

LINK INTIME INDIA PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (“**Companies Act, 1956**”) and having its registered office at C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

eMUDHRA LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 56, Sai Arcade, 3rd Floor, Devarabeesanahalli, Outer Ring Road, Bengaluru 560103, Karnataka (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 **SECOND PART**;

AND

THE PERSONS NAMED IN ANNEXURE A HERETO (hereinafter referred collectively as the “**Selling Shareholders**”, and individually the “**Selling Shareholder**” 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 **THIRD PART**;

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

WHEREAS

1. The Company and the Selling Shareholders hereto propose to undertake an initial public offering of equity shares of face value of ₹ 5 each of the Company (the “**Equity Shares**”), comprising: (A) a fresh issue of Equity Shares by the Company aggregating up to ₹ 2,000 million (“**Fresh Issue**”), and (B) an offer for sale of up to 8,510,638 Equity Shares held by the Selling Shareholders, as set out in **Annexure A** (“**Offer for Sale**” and such equity shares, the “**Offered Shares**”, and such Offer for Sale together with the Fresh Issue, 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 as may be determined in such manner as set out in the Offer Agreement and by way of the book building process under the SEBI ICDR Regulations (the “**Offer Price**”). The Company and the Selling Shareholders have appointed the book running lead managers to the Offer, namely IIFL Securities Limited, Indorient Financial Services Limited and Yes Securities (India) Limited (together, the “**Book Running Lead Managers**” or the “**BRLMs**”) to manage the Offer on such terms and conditions, as agreed with them. The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in reliance on Regulation S under the U.S. Securities Act of 1933 (“**Regulation S**”), as amended (“**U.S. Securities Act**”); and (ii) outside the United States and India, to institutional investors in offshore transactions in reliance on Regulation S under the U.S. Securities Act. No offer or issue shall be made to any investor in the U.S. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company and the Selling Shareholders in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
2. The board of directors of the Company (“**Board**”), pursuant to a resolution dated October 14, 2021, have approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the

Companies Act, the Fresh Issue has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on October 26, 2021.

1. Each of the Selling Shareholders have approved the Offer for Sale and have appointed the Company as their duly constituted attorney, by way of their respective board resolutions and consent letters, as applicable. The details of the authority of each of the Selling Shareholders for the Offer are provided in **Annexure A**.
2. The Company and the Selling Shareholders have approached the BRLMs to manage the Offer on such terms and conditions as agreed with them.
3. The Company and the Selling Shareholders have approached the Registrar 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 include all responsibilities required to be discharged by a registrar to Offer in the manner as required under the various applicable rules and regulations as applicable passed by the SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”) and as required under various circulars and directions issued by SEBI from time to time and the Registrar has accepted the Assignment. The board of directors of the Company has by its resolution dated October 14, 2021, approved the appointment of Link Intime India Private Limited as the Registrar to the Offer.
4. The Registrar is an entity registered with the Securities and Exchange Board of India (“**SEBI**”) under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”) and its registration is currently valid and subsisting with the registration no. INR000004058.
5. In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid and legally binding 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.
6. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all Bidders (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Retail individual investors 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/2020/50 dated March 30, 2020, and SEBI circular no. 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 directions, notifications issued by SEBI in this regard (collectively, the “**UPI Circulars**”) and any other applicable law. The UPI process has 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.

7. Further, the Company and the Selling Shareholders shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to the Offer to follow, co-operate and comply with the instructions given by the BRLMs.
8. 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 ("**Red Herring Prospectus**") and the prospectus, including any amendments, addendums or corrigenda issued thereto in relation to the Offer (collectively, the "**Offer Documents**"), to be filed with the SEBI, the Registrar of Companies, Karnataka, at Bangalore, BSE Limited and National Stock Exchange of India Limited ("**Stock Exchanges**"), as may be applicable and the Offer Agreement to be executed among the Company, the Selling Shareholders and the BRLMs in relation to the Offer, as the case may be.
9. In this Agreement, unless the context otherwise requires:
- (i) words denoting the singular number shall include the plural and vice versa;
 - (ii) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
 - (iii) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - (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) references to a section, clause, paragraph or schedule is, unless indicated to the contrary, a reference to a section, clause, paragraph or schedule of this Agreement;
 - (ix) references to the Offer Documents (as defined below) shall mean the Offer Documents as of their respective dates;
 - (x) 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;
 - (xi) unless otherwise defined the reference to the word 'days' shall mean calendar days;
 - (xii) the Parties acknowledge and agree that the schedules attached hereto form an integral part of this Agreement; and

- (xiii) The rights and obligations of each of the Parties under this Agreement shall (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations) be several, and not joint, and none of the Parties shall be responsible for any acts or omissions of any other Party.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company and the Selling Shareholders 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, no Party shall be liable for any default by another Party. Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of the Company and those of each of the Selling Shareholders hereunder are and shall continue to be several and not joint and no Party shall be liable for any acts or omissions of, or any default by another Party. Further, the Selling Shareholders shall not be liable for the obligations, covenants or undertakings of the Company or the Registrar. For the avoidance of doubt, it is clarified that the obligations of the Selling Shareholders hereunder shall be limited to the extent of its' portion of the Offered Shares.
2. The Registrar hereby undertakes to perform and fulfill 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, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act, 2013, including the rules thereunder, as amended) ("**Applicable Laws**") in respect of the Offer. The Registrar undertakes that it shall be the Registrar's sole and absolute responsibility to ensure that the Assignment 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.
3. The Registrar represents, warrants, declares and undertakes that:
 - a) It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of permanent registration dated July 15, 2014, bearing number INR000004058 issued by SEBI, and which is currently validly subsisting. It shall also ensure that the certificate of registration shall remain in force at all times until the completion of the Assignment including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar will keep the Company, the Selling Shareholders and the BRLMs informed on an immediate basis if its registration is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and the activities mentioned in this Agreement by any regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.
 - b) It shall keep and maintain the books of account, records and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of the eight preceding financial years for a period of eight years from the date of listing and commencement of trading of Equity Shares pursuant to the Offer or any such later period as may be prescribed under Applicable Laws. Further, 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 also be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer or such later period as may be prescribed under Applicable Laws.

- c) It is not an associate and shall not be deemed to be an associate of the Company and or the Selling Shareholders for purposes of the SEBI RTA Regulations;
- d) 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 registration with SEBI 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, governmental, administrative and/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 to the Offer, including the activities in relation to this Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the BRLMs of the same and cooperate at no additional cost to establish alternate arrangements as may be required by the Company in relation to the Offer, including such arrangements necessary for transfer of the Offer related data and files to such replacement registrar, and for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines. In the event the Company, the BRLMs, and the Selling Shareholders and/or any of the BRLMs' respective directors, management, representatives, officers, employees, advisors, affiliates, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs(collectively, the **"BRLMs' Indemnified Parties"**), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, each of the Selling Shareholders and each of the BRLMs' Indemnified Parties, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity as specified in **Schedule IV ("Letter of Indemnity")**, as applicable.
- e) 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 SEBI RTA Regulations and all other applicable rules, regulations, guidelines, circulars, notifications and directions 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 (**"Listing Regulations"**) and any other Applicable Law 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 Bidders. The Registrar shall not take up any activities which are likely to be in conflict with the interests of the Company, interest of the Selling Shareholders, interests of the Company's Shareholders, BRLMs and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or any other Applicable Laws.
- f) It shall make adequate disclosure to the Company, the Selling Shareholders and the BRLMs of any existing potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall immediately notify the Company, the Selling Shareholders and the BRLMs 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 the BRLMs 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 BRLMs, may provide in respect of the Offer.

- g) 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 Applicable Laws, including the SEBI ICDR Regulations, UPI Circulars, the Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the guidelines, regulations, notifications and circulars issued by SEBI and the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time including the Listing Regulations. It shall also ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the BRLMs of any anticipated or actual delay or error in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company, the Selling Shareholders and each of the BRLMs' Indemnified Parties for any losses caused due to such error or delays committed while completing any formalities, in the manner set out in this Agreement and the Letter of Indemnity, as applicable. It shall indemnify the Company, the Selling Shareholders and each of the BRLMs' Indemnified Parties, for any losses caused due to such errors or delays, in the manner set out in this Agreement and the Letter of Indemnity, as applicable.
- h) It shall cooperate and comply with any instructions of the Company, the Selling Shareholders or the BRLMs may provide in respect of the Offer, provided that they do not give any instructions which are in violation of any applicable rules and regulations.
- i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as stipulated in the SEBI RTA Regulations to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post Offer correspondence.
- j) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the BRLMs in writing of any delay or errors committed while completing any formalities and/or any corrective action taken thereto. It shall indemnify the Company and the Selling Shareholders and each of the BRLMs for any losses caused due to such error or delays, if such error or delay are caused by the acts/actions of the Registrar.
- k) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- l) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars.
- m) It shall cooperate and comply with any instructions that the Company, the Selling Shareholders and the BRLMs may provide in respect of the Offer in accordance with this Agreement, UPI Circulars 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**”) (**NSDL** and **CDSL** are hereinafter collectively referred to as the “**Depositories**”).
- o) It undertakes that the Demographic Details given by the Bidders in the 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 any court or a regulatory, statutory, judicial, quasi-judicial, governmental 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, each of the Selling Shareholders and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority.
- q) This Agreement has been duly authorised, executed and delivered by it, and constitutes 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 performance of 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 or any agreement, deed or undertaking entered into by the Registrar.
- r) In the event the Registrar 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 statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or otherwise, it shall immediately inform the Company, the Selling Shareholders and the BRLMs and take steps, in consultation with and as per the direction of the Company, the Selling Shareholders and the BRLMs, for a smooth transition of data relating to the Offer or the 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 BRLMs. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- s) It shall keep the Company, the Selling Shareholders and the BRLMs fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, statutory, quasi-judicial, governmental, administrative and/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, judicial, quasi-judicial, governmental and/or administrative authority, as may be applicable and shall immediately inform the Company and the Selling Shareholders and the BRLMs of such change in status or constitution in writing.
- t) 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.
- u) The Registrar shall hand-over to the Company and the Selling Shareholders, 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.

- v) The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and BRLMs are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar or its ability to perform in full its obligations under the Assignment.
 - w) There are no show cause notice received by it or there are no pending investigation against the Registrar, outcome of which, may affect the Registrar's ability to perform its duties or obligations under this Agreement.
4. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, 2013, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, to enable it to undertake the Offer. The Selling Shareholders, confirm that he has complied with and agree to comply with Applicable Laws to enable them to offer their Equity Shares in the Offer for Sale. The Company and the Selling Shareholders further agree that they shall coordinate with the Registrar and they shall not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory, regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority. In case the Company or the Selling Shareholders give any instructions, which are not in conformity with Applicable Laws, the Registrar shall immediately notify the Company, the Selling Shareholders and the BRLMs in writing about such instructions pursuant to which the Company or the Selling Shareholders, as applicable, will be free to withdraw/modify or clarify such instructions.
 5. This Agreement is being entered into amongst the Company, the Selling Shareholders and the Registrar for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as the registrar and share transfer agent of the Company, in consultation with the Selling Shareholders and the BRLMs. In the event of appointment of any other agency as the registrar and share transfer agent 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 to 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 BRLMs, without any additional charges.
 6. 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 conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and 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, share escrow agreement, cash escrow and sponsor bank agreement, syndicate agreement, any other agreement to in relation to the Offer, and the Offer Documents to be issued by the Company in relation to the Offer, in so far as it is not contrary to the SEBI ICDR Regulations. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, its logo and its other requisite details (including address, contact and SEBI registration details) required under Applicable Laws, in the Offer Documents and in all such other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company and the BRLMs.

7. 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, the BRLMs, the syndicate members and the Banker(s) to the Offer (including the Sponsor Bank) ("**Cash Escrow and Sponsor Bank Agreement**") in terms of which escrow account will be opened ("**Escrow Account**") wherein the Registrar shall comply and may issue requisite instructions to the Banker(s) 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 ("**Share Escrow Agreement**") 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 their respective Equity Shares offered in the Offer for Sale. The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the Selling Shareholders and the BRLMs and in terms of the Share Escrow Agreement;
 - c) To enter into the syndicate agreement with the Company, the Selling Shareholders and members of the Syndicate ("**Syndicate Agreement**") and an underwriting agreement with the Company, the Selling Shareholders and the members of the Syndicate ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and 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 to be a party to the tripartite agreements executed with the Company and the Depositories, if not already generated;
 - e) To liaise with the Company for and facilitate dematerialization of the Equity Shares held by each of its existing Shareholders, including but not limited to the Promoters, the members of the Promoter Group, prior to the filing of the Draft Red Herring Prospectus;
 - f) The Registrar shall, in the event of any change in its status / constitution subject to prior written consent of the Company 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;
 - g) Providing detailed instructions to the Banker(s) to the Offer (including the Sponsor Bank), SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, Registrars and Transfer Agents registered with SEBI ("**RTAs**") 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;
 - h) Finalizing with the Company, the Selling Shareholders and the BRLMs on the amount of processing fees and commission payable to SCSBs and the Sponsor Bank and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs and other Designated Intermediaries, as applicable and the basis of such commission;

- i) Providing/specifying the format to the Designated Intermediaries, as applicable, in which information in relation to ASBA or the UPI Mechanism is required;
- j) Accepting and collecting complete ASBA Forms;
- k) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Offer;
- l) Ensure that with respect to Retail Individual Investors Bidding through the UPI Mechanism, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs;
- m) Intimating the Designated Intermediaries and the 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/Issue Period;
- n) To receive and provide inputs to the Company and the Selling Shareholders for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note (“CAN”) for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;
- o) Ensure that Bids made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path: <https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>, or such other link as updated from time to time;
- p) Follow-up with the Sponsor Bank (through the Designated Stock Exchange) and others, Banker(s) to the Offer and the SCSBs for certificate on no complaints pending against the SCSBs and Syndicate Members (“SMs”) associated to the Offer, certificate confirming that all the SCSBs involved in the ASBA process have unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank, Banker(s) to the Offer and the SCSBs and advise the members of the Syndicate through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- q) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Sponsor Bank and all the SCSBs participating in the Offer, within such time as prescribed under Applicable Law;
- r) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- s) To obtain 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 the PAN number is missing to check whether the Bidder falls under the Sikkim category or any other exempt category;

- t) To review the offering material including the sections related to Offer procedure in the Offer Documents, as requested by the BRLMs and the legal counsels and confirm their accuracy;
- u) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being issued through the Fresh Offer;
- v) To keep a proper record of Bid cum Application Forms and monies received from 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 Selling Shareholders, the BRLMs and the Registrar, on a daily basis at the end of the Bidding to the Company, the Selling Shareholders and the BRLMs;
- w) Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company and the BRLMs and in accordance with Applicable Laws:
 - i. the Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the Banker(s) to the Offer and the Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the BRLMs and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Bank 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 Law;
 - ii. the physical Bid cum Application Forms (pertaining to non-ASBA Bids) from the Registered Brokers following the expiry of six months from the Bid/ Offer Closing Date;
 - iii. the electronic Bid file / data (including the ASBA data) from the Stock Exchanges containing details including the Bid cum Application Form numbers and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation;
 - iv. certificate of blocked funds, in respect of Bids made by Retail Individual Investors through the UPI Mechanism, from the Sponsor Bank after the Bid/ Offer Closing Date;
 - v. aggregate data in relation to the total number of Bids made through the ASBA mechanism uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded Bids made through the ASBA mechanism from each Designated Intermediary or Sponsor Bank or Stock Exchanges;
 - vi. soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centers of the Designated Intermediaries, SCSBs and the Sponsor Bank, and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLMs and the date/ information with respect to the Bid Amount of Anchor Investors from the Banker(s) to the Offer. The Registrar shall ensure to collect 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; and

- vii. PAN, DP ID, UPI ID, Client ID and other demographic details of valid beneficiary accounts from the Depositories.

In each case, in accordance with the instructions of the Company, Selling Shareholders (to the extent required under Clause 7(b)) and the BRLMs, and subject to reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Selling Shareholders, the BRLMs and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines. Further, the Registrar shall take all necessary steps in order for the process to be completed within the applicable timelines.

- x) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.
- y) Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects;
- z) Assisting BRLMs to ensure compliance of all post issue activities within time as prescribed under applicable laws;
- aa) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, the Selling Shareholders and the BRLMs;
- bb) Where the Registrar requires to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines;
- cc) On closure of the Offer, collect the Bid file from the Stock Exchanges and the BRLMs and validate the electronic bid details, DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the concerned Designated Intermediary and the BRLMs of the erroneous bids which will be considered as invalid;
- dd) To verify scanned copies of the 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;
- ee) At the time of finalization of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for SEBI circular no. IMD/FPIC/CIR/P/2018/114 dated July 13, 2018 for a single foreign portfolio investor. Further, the Registrar shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limits set out under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for issue procedure, as prescribed by SEBI from time to time.;
- ff) To reconcile the final certificates received from the SCSBs and the Sponsor Bank 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, the 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, SEBI circular bearing

reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular 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, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular bearing reference 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 the UPI Circulars, on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including 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;

- gg) To ensure compliance with the UPI Circulars 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;
- hh) Prepare a list of Bidders entitled to Allotment of the Equity Shares and prepare the CAN and the Allotment Advice, post communication of the Basis of Allotment by the Company in consultation with the BRLMs and prepare funds unblocking schedule and refunds to be made based on approved Allotment;
- ii) To take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- jj) Delivery of the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required for validation/reconciliation;
- kk) 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;
- ll) Obtain the demographic details of the Bidders (including PAN and MICR code) from the Depositories, check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, to check whether the Bidder falls under the Sikkim category or any other exempt category;
- mm) Reconcile the compiled data received from the Stock Exchanges, all SCSBs and the Sponsor Bank, and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;
- nn) Delivery of communication to the Company, the Selling Shareholders and the BRLMs 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 bank schedules and the final certificate received from the Sponsor Bank and SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the BRLMs, the SCSBs and the relevant Banker(s) to the Offer in a timely manner;
- oo) Reject the Bids in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date;

- pp) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars and duplicate copies of the same Bid cum Application Form i.e., two Bids bearing the same unique identification number;
- qq) To coordinate with Sponsor Bank, SCSBs, NPCI, Exchanges, BRLMs, Registered Brokers etc. for completing the post issue process in accordance with applicable laws;
- rr) To follow and complete all processes as specified in the Offer Documents;
- ss) Preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. 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 prescribed under the applicable laws. To also provide exceptions, if any, to enable the Company, the Selling Shareholders and the BRLMs to take decision on the Bids;
- tt) Ensure that the SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB; provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds;
- uu) To prepare the complete list of valid Bids (after all rejections including rejections on technical ground), and present the same category-wise to the Company, the Selling Shareholders and the BRLMs;
- vv) To coordinate with the Bankers to the Offer and Designated Intermediaries for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law;
- ww) Follow up with the SCSBs and the Banker(s) to the Offer (including the Sponsor Bank) for final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank and SCSBs;
- xx) Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Red Herring Prospectus and as per the directions of SEBI and the Stock Exchanges and reject such applications in consultation with the Company and the BRLMs. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs and the Sponsor Bank without reference to the physical Bid cum Application Forms or its enclosures;
- yy) To submit the 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 in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as amended by SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021.
- zz) The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in 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.

- aaa) To prepare the list of SCSBs (including sharing updated list on daily basis) who do not provide the confirmation as per Annexure IV of SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 within the prescribed timeline;
- bbb) 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.
- ccc) To specifically record cases of multiple Bids and to 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 and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;
- ddd) To prepare and provide correct data in time, and in no event later than three Working Days from the Bid/ Offer Closing Date or such other period as may be prescribed by Applicable Law, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the BRLMs in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares;
- eee) Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the public issue 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 issue account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank;
- fff) To send the Confirmation Allocation Note and revised CAN to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Offer;
- ggg) To coordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs 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;
- hhh) 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 BRLMs 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 BRLMs, the Sponsor Bank, Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- iii) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds

unblocking schedule based on the approved Basis of Allotment and to assist the Company and the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except Equity Shares offered for sale by the Selling Shareholders) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre- Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLMs' Indemnified Parties, the Company, the cost incurred on account of payment of such interest or damages;

- jjj) To prepare funds transfer schedule based on approved Basis of Allotment;
- kkk) Keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Designated Intermediaries and the BRLMs, including:
 - (i) Bids from the online bidding system of the Stock Exchanges and Bids furnished by the Designated Intermediaries;
 - (ii) particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders;
 - (iii) particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - (iv) particulars relating to the requisite money to be transferred to the Public Issue Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - (v) particulars relating to rejected/withdrawn/unsuccessful Bids.
- lll) To immediately inform in case of any requests for withdrawals during the Bid/Offer Period and maintain details of Bids submitted by the Bidders which have been withdrawn during the Bid/Offer Period, to the extent applicable and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries;
- mmm) 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 BRLMs and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Offer Documents;
- nnn) The Company, the Selling Shareholders and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Offer capital within three Working Days from the Bid/ Offer Closing Date and give instructions to the Depositories to carry out the lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within three Working Days from the Bid/ Offer Closing Date or such other timeline that may be prescribed 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 each of the BRLMs' Indemnified Parties, the Company, the cost incurred on account of payment of such interest or damages;
- ooo) Prepare fund transfer schedule along with reconciliation of total funds received from Escrow Collection Bank(s) and total amounts blocked in the ASBA Accounts amount

proposed to be transferred in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Bank for ASBA Bids and Escrow Collection Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Account or transfer the requisite money to Public Issue Account (including for eventual credit to the Company) within the timelines prescribed under the Applicable Laws including the SEBI circular bearing reference no. CIR/ CFD/POLICYCELL/11/2015 dated November 10, 2015 and SEBI circular no. SEBI/HO/CFD/ DIL/ CIR/P/ 2016/26 dated January 21, 2016, the UPI Circulars or any other Applicable Law (including SEBI circular dated March 31, 2021):

- (i) A list of successful Bidders who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Bid;
 - (ii) Amount to be transferred from the Escrow Account/Sponsor Bank/relevant ASBA Account/ UPI linked bank account to the Public Issue Account (or the refund account if so required) for each valid Bid and the date by which such amounts shall be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;
 - (iii) The date by which the funds referred herein above, shall be transferred to the Public Issue Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Law; and
 - (iv) Details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/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 unblocking of the relevant accounts or for refunds to be initiated by Escrow Collection Bank.
- ppp) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Banker(s) to the Offer and the SCSBs;
- qqq) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/ UPI linked bank accounts, issue instructions for refund, as applicable, all within the timelines prescribed under the Offer Documents, this Agreement and the SEBI ICDR Regulations, or any other circulars (including the SEBI circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021), regulations issued by the SEBI;
- rrr) In accordance with instructions received from the Company and the Selling Shareholders, 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 circulars, rules and regulations issued by SEBI;
- sss) 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 demat Escrow Account in accordance with the relevant Share Escrow Agreement. This will be done along with the BRLMs.

- ttt) 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;
- uuu) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- vvv) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital and receive confirmation from the Depositories;
- www) Dispatch of Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for un-blocking and credit of Equity 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 and the BRLMs and assist the Company and the BRLMs in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under law. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- xxx) Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post- Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs;
- yyy) Submit relevant documents to the Stock Exchanges for the purpose of obtaining (in principle and final) listing and trading approval;
- zzz) Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, are taken within six Working Days of from the date of closure of the Offer or within the timeline as prescribed by SEBI;
- aaaa) Finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents / certificates, in consultation with the post-Offer BRLMs (as per the inter-se allocation amongst the BRLMs) and the Company to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Sponsor Bank;
- bbbb) 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;
- cccc) Provide data to assist the Company and the BRLMs for publishing Allotment advertisement before commencement of trading along with the Company, the Selling Shareholders and the BRLMs within the specified time in the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier;
- dddd) 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;

- eeee) Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchanges and other regulatory agencies or any investor grievance related to the Registrar's scope of service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Selling Shareholders and the BRLMs as provided for in the Offer Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least eight years and are informed and made available to the Company and the Selling Shareholders at regular intervals;
- ffff) To resolve investor complaints and grievances based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs;
- gggg) 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 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 longer period prescribed under Applicable Laws and are made available to the Company at regular intervals;
- hhhh) Assist the Company, the Selling Shareholders and the BRLMs 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 Designated Stock Exchange;
- iiii) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLMs, the Selling Shareholders and the Company with detailed data so as to understand the share in commissions between the BRLMs and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges;
- jjjj) To provide weekly reports to the Company and the BRLMs on the (i) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; and (ii) status of redressal of investor complaints in a format required by the Company and the BRLMs;
- kkkk) To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file. The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.;
- llll) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI (including the Relevant SEBI Circulars) and the Offer Documents;
- mmmm) To give instructions to transfer the funds from the Escrow Account to the Public Issue Account, for eventual credit to the Company and the Selling Shareholders, in accordance with the Offer Documents and Applicable Laws;
- nnnn) To coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Offer and also when the refunds sent through

electronic modes have bounced. The Registrar shall maintain proper records of such refunds;

- oooo) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- pppp) To capture data from the electronic Bid data files for the purpose of payment of brokerage and preparation of schedule of brokerage/ processing fees payable to the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by the BRLMs. To provide detailed statements for payment of brokerage, including providing within a reasonable period after the Bid/Offer Closing Date, the commission and other processing fees payable to the Designated Intermediaries. The payment to the Designated Intermediaries shall be made in accordance with disclosure in the Offer Documents, subject to any Applicable Laws (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the Applicable Law;
- qqqq) 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;
- rrrr) To forward exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Offer Closing Date;
- ssss) Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable Regulations prescribed by SEBI;
- tttt) To prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company);
- uuuu) 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;
 - vii. Postal journal for documents mailed; and
 - viii. Any other data as may be required.
- vvvv) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/UPI linked

bank account, as applicable, to the Public Issue Account, and from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company and the BRLMs;

www) In relation to Bids made in the QIB portion, carry on the following activities:

- i. providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date;
- ii. matching/ validating the QIB Bid file details, including beneficiary account details, with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies; and
- iii. 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;

xxxx) To ensure that the Designated Intermediary's performance is calculated based on the broker or Syndicate Members' terminal IDs and the application ranges shared by the BRLMs;

yyyy) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLMs; and

zzzz) Provide assistance to the Company and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue / refund / Allotment / investor services / listing permission / trading permission / connectivity with the Depositories.

8. 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 SEBI RTA Regulations and for the minimum duration prescribed under the Applicable Laws, without limitation, the following records:

- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs and the Registered Brokers, RTAs, CDPs and bid as per information provided on the websites of the Stock Exchanges in respect of the Offer, the data/information received from SCSBs 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;
- (b) Data/information received from the SCSBs and the Sponsor Bank including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount
- (c) all the electronic records relating to Bids including reconciled data, bank schedules and certificates received from all Designated Intermediaries including, Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLMs and the Designated Intermediaries;

- (d) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
- (e) particulars relating to all the rejected /withdrawn /unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the depository database;
- (f) Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company in consultation with the Designated Stock Exchange and the BRLMs, along with relevant annexures and details;
- (g) Demographic Details obtained from concerned Depositories;
- (h) terms and conditions of the Offer;
- (i) particulars relating to the requisite money to be transferred to the Company's account;
- (j) accounts against valid ASBAs;
- (k) list of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders;
- (l) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- (m) particulars relating to the monies to be transferred to the Public Issue Account and the refunds to be returned/unblocked to the Bidders;
- (n) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Designated Intermediaries;
- (o) details of multiple electronic Bids submitted by ASBA Bidders, including QIBs (determined on the basis of common PAN) and rejected by the Registrar;
- (p) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA accounts, against valid Bids;
- (q) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, Sponsor Company, BRLMs and the Banker(s) to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (r) refund orders dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- (s) reconciliation between funds deposited in the SCSBs, Sponsor Bank and Banker(s) to the Offer (including any of their corresponding banks) and total of amounts stated in Bid data received in the Offer;
- (t) details of files in case of refunds to be sent by electronic mode such as NECS, RTGS, NEFT, UPI, direct credit etc.;
- (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, Client ID and UPI 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, 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 complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (z) details of demand drafts issued, if any, as applicable;
- (aa) particulars relating to the requisite money to be transferred to the Company's and Selling Shareholders' accounts, respectively;
- (bb) such other records as may be specified by SEBI, the Company, the SCSBs, members of the Syndicate and/or the BRLMs for carrying on the activities as Registrar to the Offer; and
- (cc) To assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.

In respect of electronic forms received by it, the Registrar shall maintain the relevant electronic records for a minimum period of three years. In addition to the above, the Registrar shall retain physical application forms submitted by Retail Individual Investors using the UPI Mechanism, for a period of six months and thereafter forward the same to the Company.

Subject to the provisions of any other law, including Regulation 14 and Regulation 15 of the SEBI RTA Regulations and commercial arrangements with the Company or the Selling Shareholders 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 BRLMs, or any of their respective assigns any report that is required by them using the information specified above in a timely manner.

9. The Registrar and 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 or 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, 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, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may

be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions.

The provision of this Clause 9 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

10. 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 Sponsor Bank, SCSBs and/or Banker(s) to the Offer 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 the Basis of Allotment by the Designated Stock Exchange and dispatch of refund orders without delay, including providing the Banker(s) to the Offer with the details of the monies and any surplus amount to be refunded to the Bidders.
11. 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 SCSBs and other Designated Intermediaries, including any of their correspondent banks, the Sponsor Bank and the Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the 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, or any earlier time as may be prescribed under Applicable Law and redress complaints within seven days after the receipt of complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
 - b. the enquiries and 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). The Registrar shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 12.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 2.00 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). The allotment file shall include all applications pertaining to full allotment, partial allotment, non-allotment, cancelled, withdrawn or deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable laws).;

- d. the Registrar has a proper system to track, address and redress investor complaints;
 - e. adequate steps are taken for proper allocation and Allotment and transfer 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/Beneficiary Account ID, UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;
 - g. 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;
 - h. uniform procedure is followed for the processing of Bid cum Application Forms;
 - i. it shall provide status update at periodic intervals to the BRLMs and the Company, including on the nature and status of all investor grievances;
 - 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 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;
 - (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 or the Company or the Selling Shareholders;
 - (d) 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;
 - (e) 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 offer, 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; and
 - (f) 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.

15. The Registrar confirms that it along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
16. The Registrar represents and warrants to the other Parties to this Agreement that:
 - (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (b) 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 offer, 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;
 - (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 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;
 - (e) it will immediately notify the Company, the Selling Shareholders and the BRLMs if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - (f) 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; and
 - (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 six years following termination of this Agreement.
17. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.

18. Immediately on receiving instructions from the Company and/ or the BRLMs, in accordance with the Cash Escrow and Sponsor Bank Agreement or as per the timelines mentioned in the Offer Document (whichever is earlier), the Registrar shall send instructions to all the SCSBs and the Sponsor Bank to unblock monies and/or dispatch all the refund orders, as applicable within the period specified in the Offer Documents. If the Company or any of the Selling Shareholders is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to initiate refund of the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA bidders within the period stated in the Offer Documents on duly receiving the instruction to do so or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company or Selling Shareholders for the cost incurred by the Company or the Selling Shareholders in paying the interest (as per Applicable Law). The Registrar hereby indemnifies and keeps indemnified and holds harmless each of the BRLMs' Indemnified Parties, the Company, the Selling Shareholders in accordance with this Agreement, from any compensation/damage, loss etc. incurred by the BRLMs, the Selling Shareholders or the Company due to any delay in credit of Equity Shares to the 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 or circulars etc. or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out under this Agreement.
19. 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.
20. 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 BRLMs and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) until the completion of the dispatch of Allotment Advices, 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. 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 21 below).
21. The Registrar will handle the Assignment from its 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.
22. 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.
23. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders.

24. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission or omission etc., if so required. 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.
25. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to ASBA Bidders regarding approaching itself, the SCSB or the Designated Intermediary concerned (including in connection with ASBA Bids made through the UPI Mechanism).
26. The Registrar shall extend all necessary support to the Company, the Selling Shareholders, the BRLMs, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including UPI mechanism).
27. The post-Offer stationery including, Allotment Advices, refund orders/intimation, envelopes, etc. shall be kept ready and handed over to the Registrar by the Company within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable law.
28. The Registrar will finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs and the Company to be submitted to SEBI within the stipulated time.
29. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
30. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs.
31. The Registrar will also (i) initiate action to Allot and the transfer Equity Shares to the Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment and transfer by the Board of Directors of the Company; and (ii) give instructions to transfer/unblock the funds from the Sponsor Bank, Escrow Account/SCSBs to the Public Issue Account, for eventual credit to the Company and the Selling Shareholders.
32. 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 agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount and the Company agrees that it shall make such onward payment to the Selling Shareholders, as applicable. Any amount provided by the Company in relation to the above, on behalf of any Selling Shareholders, shall be reimbursed only by such Selling Shareholders to the Company in respect of its respective portion of Offered Shares, and only upon successful completion of the Offer. However, in the event that the Offer is withdrawn or not completed for any reason whatsoever, all such Offer related expenses will be borne by the Company.

33. The Company agrees that formats of all reports, statements and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
34. The Company agrees that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses post completion of the Offer, shall be as specified in Schedule III after deducting all taxes, duties and levies as per Applicable Law. All payments under this Agreement shall be made to the Registrar by the Company (in the first instance).
35. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and provide certificates as may be requested by the BRLMs, including at the stage of closure of the Offer, rejection of bids, etc.
36. 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, epidemic or any other serious sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, as may be agreed to between the Parties, then the Party so affected (the “**Affected Party**”) shall upon giving notice to the other Parties be excused from performance of such obligation to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of such obligation hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. 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-19, its mutations and / or any consequent, restrictions or lockdown thereof. Upon receipt of notice from the Affected Party, the other Parties shall be similarly excused from performance of their 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 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 10 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 may terminate this Agreement upon receipt of such a notice from the Registrar.
37. The Company or the Selling Shareholders shall be entitled to terminate this Agreement immediately, without notice, in the event the Registrar’s ‘Certificate of Registration’ with the SEBI is suspended/cancelled or the SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental 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, quasi-judicial, governmental 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.
38. In the event the Company and the Selling Shareholders, in consultation with the BRLMs, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination. 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 by the Company and the Selling Shareholders only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the

Company and the Selling Shareholders in writing. It is also clarified that, if any of the Selling Shareholders withdraw its portion of the Offer for Sale from the Offer, such Selling Shareholders shall cease to be a Party to this Agreement, and this Agreement shall stand terminated with respect to such Selling Shareholders without any changes or impact to the rights and obligations of the other Parties.

39. If ever this Agreement is 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, 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.
40. The Registrar shall redress complaints of the Bidders within five days of receipt of the complaint during the currency of this Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Selling Shareholders shall extend necessary co-operation to the Registrar for its complying with such regulation, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, the Selling Shareholders and BRLMs in a mutually agreeable format, provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports should also be provided to the Company and the Selling Shareholders as and when required.
41. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the SEBI RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company or the Selling Shareholders in any other business of the Company or of the Selling Shareholders in any manner whatsoever.
42. 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 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 immediately 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, their respective directors, officers, employees 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 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 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 the Registrar shall within three Working Days upon being instructed by the Company, the Selling Shareholders and/or the BRLMs transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depositary as instructed by the Company, the Selling Shareholders and/or the BRLMs.
43. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

44. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold the Company, the Selling Shareholders, each of their respective affiliates and partners, directors, management, representatives, officers, employees, successors, permitted assigns, advisors and agents and their respective affiliates, and each of the BRLMs' Indemnified Parties (individually referred to as the "**Indemnified Party**" and collectively as the "**Indemnified Parties**") free and harmless at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, charges, awards, judgements, 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, costs and demands which may be made or commenced against the Indemnified Party by any Bidder or holder of the Equity Shares issued/transferred or any other third party, 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 error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws.
45. 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 the 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 statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, regulatory, statutory, quasi-judicial, 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 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, governmental, administrative or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect

or consequential loss caused to the Company or the Selling Shareholders due to error or omission committed by the Registrar in good faith, and where the Registrar has made all efforts and has not acted negligently or committed an act of wilful misconduct.

46. The parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties to this Agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to this Assignment. Accordingly, the Company and the Selling Shareholders agree that the 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.
47. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a Letter of Indemnity in format set out in Schedule IV to each of the BRLMs in accordance with the term of which the Registrar shall indemnify and hold harmless each of the BRLMs' Indemnified Parties (as defined in the **Schedule IV** to this Agreement) as per the terms of Schedule IV. The Registrar acknowledges and agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity and that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail.
48. The Registrar may have to provide certain information regarding the 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.
49. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post, or by electronic mail. 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 electronic mail upon transmission thereof.

All notices to the Parties shall be addressed as under:

If to the Registrar:

Link Intime India Private Limited

C-101, 247 Park
L.B.S. Marg, Vikhroli (West)
Mumbai 400 083
Maharashtra, India
Telephone: +91 -22-249186000
Email : haresh.hinduja@linkintime.co.in
Attention: Mr. Haresh Hinduja

If to the Company

eMudhra Limited

3rd Floor, Sai Arcade No.56

Outer Ring Road, Devarabeesanahalli
Bengaluru 560103
Karnataka
Email: srinivasan.v @emudhra.com
Attention: Venkatraman Srinivasan

To the Selling Shareholder:

To their respective addresses as indicated in **Annexure A** of this Agreement.

Any change in the above shall be intimated by the Party concerned to the other Party 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 all Parties immediately.
51. In the event of any dispute, difference, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, alleged breach of terms of this Agreement or anything done or omitted to be done pursuant to this Agreement or termination, or the legal relationships established by this Agreement (the “**Dispute**”), the parties to the dispute (the “**Disputing Parties**”) shall in the first instance seek to resolve the matter amicably through discussions and negotiations among them. In the event that the Dispute is unresolved within 10 days of commencement of such discussion/negotiation (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by the arbitration proceedings referred to in Clause 52.
52. Any Dispute shall be referred to and finally resolved by binding arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof (the “**Arbitration Act**”). The arbitration shall be conducted by a panel of three arbitrators, where each of the Disputing Parties shall appoint one arbitrator and the third arbitrator shall be appointed by the two arbitrators so appointed within 15 days of the receipt of the second arbitrator’s confirmation of his/her appointment. In the event that the claimant(s), on the one hand, or the respondent(s), on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as provided in this Clause 51, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The seat, or legal place, of arbitration shall be Mumbai, India. The language to be used in the arbitral proceedings shall be English. The award shall state the reasons on which it is based and shall be final and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party (ies). The arbitration tribunal shall use its best efforts to produce a final and binding award within such period as may be prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such prescribed period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.

53. 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.
54. Subject to the above clauses 51 and 52, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Mumbai, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.
55. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Selling Shareholders and/or the BRLMs in accordance with this Agreement.
56. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties (provided that such consent shall not be unreasonably withheld or delayed).
57. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of listing of the Equity Shares pursuant to the Offer, provided that clauses 3(b), 8, 9, 14, 15, 16, 17, 36, 37, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 59 and this clause 56 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 shall be handed over to the Company and the Selling Shareholders and/or the newly appointed registrar to the Offer, as applicable. The Registrar shall extend all such support as may be required by the Company and the Selling Shareholders or their newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.
58. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
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.

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

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

Signed for and on behalf of LINK INTIME INDIA PRIVATE LIMITED

The image shows a handwritten signature in blue ink, which appears to be 'Dnyanesh Gharote', written over a circular purple stamp. The stamp contains the text 'LINK INTIME INDIA PVT. LTD.' around the perimeter and 'MUMBAI' in the center, with a small star at the bottom.

Authorised Signatory

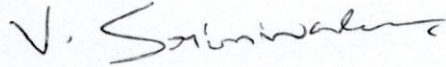
Name: Dnyanesh Gharote

Designation: Vice President

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

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

Signed for and on behalf of eMUDHRA LIMITED

A handwritten signature in black ink, appearing to read 'V. Srinivasan', is written above the typed name.

Authorised signatory

Name: VENKATRAMAN SRINIVASAN

Designation: CHAIRMAN

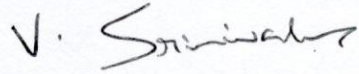
IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

V. Summary

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

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

Signed for and on behalf of TAARAV PTE LIMITED

A handwritten signature in black ink, appearing to read 'V. Srinivasan', is written above the typed name and designation.

Authorised signatory:

Name: VENKATRAMAN SRINIVASAN

Designation: DIRECTOR

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

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

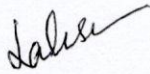
Signed for and on behalf of KAUSHIK SRINIVASAN

S. Kaushik

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

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

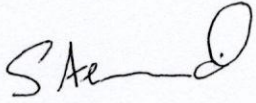
Signed for and on behalf of LAKSHMI KAUSHIK



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

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

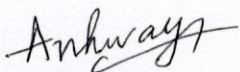
Signed for and on behalf of ARVIND SRINIVASAN



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

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

Signed for and on behalf of AISHWARYA ARVIND




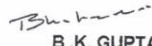
ANNEXURE A

LIST OF SELLING SHAREHOLDERS

Sr. no.	Name of Selling Shareholder	Number of Equity Shares offered in the Offer for Sale	Date of consent letters	Notice Details
1.	Venkatraman Srinivasan	32,89,257	November 12, 2021	Name: Venkatraman Srinivasan Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore - 560103 E-mail: Srinivasan.v@emudhra.com Attention: Venkatraman Srinivasan
2.	Taarav Pte Limited	31,91,490	November 12, 2021	Name: Taarav Pte Ltd Address: 1 Phillip Street, #03-01Royal One Phillip, Singapore (048692) E-mail: Srinivasan.v@emudhra.com Attention: Venkatraman Srinivasan
3.	Kaushik Srinivasan	5,10,638	November 12, 2021	Name: Kaushik Srinivasan Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore - 560103 E-mail: kaushik@emudhra.com Attention: Kaushik Srinivasan
4.	Lakshmi Kaushik	5,04,307	November 12, 2021	Name: Lakshmi Kaushik Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore - 560103 E-mail: lakshmi156@gmail.com Attention: Lakshmi Kaushik
5.	Arvind Srinivasan	8,81,869	November 12, 2021	Name: Arvind Srinivasan Address: 2302, Trident Oceanic, Dubai Marina, Dubai E-mail: arvind@emudhra.com Attention: Arvind Srinivasan
6.	Aishwarya Arvind	1,33,077	November 12, 2021	Name: Aishwarya Arvind Address: 2302, Trident Oceanic, Dubai Marina, Dubai E-mail: aish.arvind21@gmail.com Attention: Aishwarya Arvind

SCHEDULE I

Registration certificate held by the Registrar

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

SCHEDULE II

Allocation of activities pertaining to the Assignment among the Company, the BRLMs and the Registrar

	Activity	Part Responsible
I.	PRE- OFFER WORK	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the BRLMs
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations	Company in consultation with the BRLMs /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the BRLMs/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	OFFER WORK	
1.	Expediting dispatch of 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.	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 BRLMs to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
6.	Informing Stock Exchange/SEBI and providing necessary certificates to BRLMs on closure of Offer	Company/Registrar
7.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/Company/ BRLMs
8.	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
9.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
10.	Transcribing information from documents to magnetic media for computer processing	Registrar
11.	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
12.	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
13.	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
14.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
15.	Reject all the bids in the electronic file which do not get validated for the	Registrar

	DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation 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	
16.	Eliminating invalid Bids and Bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to Depositories	Registrar
18.	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 mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLMs	Registrar in consultation with the BRLMs and Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange and BRLMs	Registrar
21.	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
22.	Finalizing basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with BRLMs/Registrar
23.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
24.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
25.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
26.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
27.	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
28.	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/ Sponsor Bank
29.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
30.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
31.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
32.	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'	Registrar


	performance.	
33.	Printing of Allotment Advice, for refunding application money	Registrar
34.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered Post	Registrar
35.	Printing of distribution schedule for submission to Stock Exchange	Registrar
36.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
37.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
38.	Sending refund orders, as applicable, and refund to Bidders	Registrar
39.	Offer of duplicate refund orders, as applicable	Registrar
40.	Revalidation of refund orders, as applicable	Registrar
41.	Preparation of register of members and specimen signature cards (if required)	Registrar
42.	Overprinting of Allotment advice, intimation and refund orders	Registrar
43.	Mailing of documents by registered post	Registrar
44.	Binding of application forms, application schedule and computer outputs	Registrar
45.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
46.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
47.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ BRLMs in consultation with the Selling Shareholders
48.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
49.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
50.	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
51.	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
52.	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 BRLMs
53.	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 BRLMs.	Registrar
54.	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
55.	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/ BRLMs.	Registrar
56.	Coordinating with the Stock Exchanges and Company, in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
57.	Collection of Bid cum Application Forms from the SCSBs and Designated Intermediaries	
58.	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
59.	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

60.	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
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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 BRLMs, to the Registrar.

SCHEDULE III

Schedule of Fees

Sr. No	Particulars	Unit	Rates (Rs.)
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) Rs. 1/- (Rupee One only) for the complete IPO Process

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.