

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 31/07/2023

Certificate No. G0312023G4677



Stamp Duty Paid : ₹ 700
(Rs. Only)

GRN No. 105555321



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: India shelter Finance Corporation ltd
H.No/Floor : 0 Sector/Ward : LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 85*****28



Buyer / Second Party Detail

Name : Kfin Technologies Ltd
H.No/Floor : 0 Sector/Ward : 0 LandMark : Na
City/Village: Hyderabad District : Hyderabad State : Telangana
Phone : 85*****28

Purpose : REGISTRAR AGREEMENT

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED AUGUST 3, 2023, ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER AND THE REGISTRAR

REGISTRAR AGREEMENT

DATED AUGUST 3, 2023

BY AND AMONGST

INDIA SHELTER FINANCE CORPORATION LIMITED

AND

THE SELLING SHAREHOLDERS LISTED IN SCHEDULE III

AND

KFIN TECHNOLOGIES LIMITED

This registrar agreement (the “**Agreement**”) is made at Gurugram, Haryana on this 23rd day of August, 2023, by and among:

1. **INDIA SHELTER FINANCE CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 6th Floor, Plot No. 15, Sector 44, Institutional Area, Gurgaon, Haryana – 122 002, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;
2. **THE PERSONS NAMED IN SCHEDULE III HERETO** (hereinafter referred to as the “**Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**; and
3. **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the Companies Act, 2013, as amended and having its registered office at Selenium Tower B, Plot 31&32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad, Telangana 500 032 (hereinafter referred to as the “**Registrar**”, or “**Registrar to the Offer**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); of the **THIRD PART**.

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

WHEREAS

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale by the Selling Shareholders (“**Offer for Sale**” and such Equity Shares, the “**Offered Shares**”) (Offer for Sale and together with the Fresh Issue, the “**Offer**”), through the book building method as prescribed in Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) (“**Book Building Process**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto, each as amended (the “**Companies Act**”), and other Applicable Laws (as defined herein) at such price as may be determined or discovered based on the Book Building Process (the “**Offer Price**”). The Offer will be made (i) in the United States only to persons reasonably believed to be “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) under Section 4(a) of the U.S. Securities Act; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations in “offshore transactions” as defined in and in reliance on Regulation S under the U.S. Securities Act, as amended (“**Regulation S**”); and (iii) outside the United States and India, in offshore transactions in reliance on Regulation S and the applicable laws of the jurisdiction where those offers and sales occur. The Company, in consultation with the BRLMs, may consider a private placement of Equity Shares as may be decided by the Board, to certain investors for an amount aggregating up to ₹ 2,000 million, as permitted under applicable laws on or prior to the date of the Red Herring Prospectus (“**Pre-IPO Placement**”). The Pre-IPO Placement, if undertaken, will be at a price to be determined by our Company, in consultation with the BRLMs. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue.
2. The board of directors of the Company (the “**Board of Directors**”), pursuant to a resolution dated July 12, 2023 have authorized and approved the Offer. Further, the shareholders of the Company, pursuant to a special resolution dated July 18, 2023 in accordance with Section 62(1)(c) of the Companies Act, have approved and authorized the Fresh Issue.
3. Each of the Selling Shareholders have, severally and not jointly, consented to participate in the Offer in accordance with the terms agreed to in their respective board resolutions/authorization letters and consent letters, as applicable, the details of which are provided in **Schedule III**.
4. The Company and the Selling Shareholders have appointed ICICI Securities Limited, Ambit Private Limited, Citigroup Global Markets India Private Limited and Kotak Mahindra Capital Company Limited

as the book running lead managers (the “**Book Running Lead Managers**” or “**BRLMs**”) to manage the Offer, subject to such terms and conditions as agreed with them and the BRLMs have accepted their engagement in terms of the engagement/fee letter.

5. 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 and in the manner as required under various rules, regulations and notifications, as applicable, and notified by the Securities and Exchange Board of India (“**SEBI**”) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the “**SEBI Act**”).
6. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”) having a valid and subsisting registration number INR000000221 to act as the Registrar to the Offer (the activities pertaining to the Registrar to the Offer are hereinafter collectively referred to as the “**Assignment**”). The Assignment includes all responsibilities required to be discharged by the Registrar to the Offer, as applicable under the various rules and regulations prescribed by SEBI as empowered under the provisions of the SEBI Act and the SEBI RTA Regulations, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board of Directors by its resolution dated July 13, 2023 has approved the appointment of **KFin Technologies Limited** as the Registrar to the Offer, as per the terms and conditions detailed in this Agreement.
7. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations and Paragraph 3.5 of the SEBI master circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (“**SEBI RTA Master Circular**”), the Registrar is required to enter into a valid agreement with the Company and the Selling Shareholder(s) for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Parties and in pursuance of the same, the Parties have entered into the Agreement.
8. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors Bidding in the Offer except the Anchor Investors who are required to Bid only through the non-ASBA process in the Offer. Individual investors applying in the Offer are required to apply through the unified payment interface (“**UPI**”) process where the application amount is up to ₹ 500,000 in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, 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, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI RTA Master Circular along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no.20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the “**UPI Circulars**”), and any other Applicable Law. 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.
9. Further, the Company and the Selling Shareholders shall, to the extent permissible under the terms of this Agreement and Applicable Law, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLMs.

NOW THEREFORE the Parties do hereby agree as follows:

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) words denoting the singular number shall include the plural and *vice versa*;
- b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
- c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the words “include” or “including” shall be construed without limitation;
- e) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented, novated or replaced thereof;
- f) a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
- g) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, consolidated, modified, extended, replaced or re-enacted;
- h) reference to the Offer Documents shall mean the Offer Documents (as defined below) as of their respective dates;
- i) in this Agreement, the term “ASBA” shall mean the application (whether physical or electronic) used by ASBA Bidders to make a Bid and authorising a Self-Certified Syndicate Banks (“SCSBs”) to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders.
- j) 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;
- k) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- l) references to “Working Day(s)” shall have the meaning as ascribed to such term in the Offer Documents;
- m) the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement; and
- n) for all purposes of this Agreement, the rights and obligations of the Selling Shareholders shall be several and not joint;
- o) all capitalized terms used in this Agreement shall, unless specifically defined herein, have the same meaning ascribed to such terms under the draft red herring prospectus (the “DRHP”) to be filed by the Company with the SEBI, the National Stock Exchange of India Limited (“NSE”) and BSE Limited (“BSE”, and together with the NSE, the “Stock Exchanges”) and the red herring prospectus (the “RHP”) and the prospectus (the “Prospectus” and together with the DRHP and RHP, the “Offer Documents”) including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SEBI, the Registrar of Companies, Delhi and Haryana at Delhi (“RoC”) and Stock Exchanges, as applicable, and the Offer Agreement, to be executed by and amongst the Company, the Selling Shareholder(s) and the BRLMs, as the case may be in relation to the Offer (“Offer Agreement”).

- p) in this Agreement, the term “**UPI Mechanism**” shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Offer in accordance with the UPI Circulars.
- q) in this Agreement, the term “**UPI Bidder**” shall mean collectively, individual investors applying as Retail Individual Investors (“**RIIs**”) in the Retail Portion, individuals applying as Non-Institutional Investors with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Category. Pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).
- r) in this Agreement, the term “**Non-Institutional Category**” shall mean the portion of the Offer being not less than 15% of the Offer, available for allocation to Non-Institutional Investors, of which one-third shall be available for allocation to Bidders with an application size of more than ₹ 200,000 and up to ₹ 1,000,000 and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 1,000,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Investors subject to valid Bids being received at or above the Offer Price; and
- s) in this Agreement, the term “**Retail Portion**” shall mean the portion of the Offer being not less than 35% of the Offer, available for allocation to RIIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price;
2. The Company and the Selling Shareholders hereby appoint **KFin Technologies Limited** as the ‘Registrar to the Offer’ and the Registrar accepts such appointment by accepting the terms as set out in this Agreement of the appointment and signing this Agreement through its authorized signatory. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights, obligations, representations and warranties of the Company and the Selling Shareholder(s) hereunder shall be several and not joint and the Selling Shareholder(s) shall not be liable, directly or indirectly, for the obligations, representations, warranties or for any acts or omissions of the Company or the Registrar or the other Selling Shareholders, as the case may be. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of the Selling Shareholder(s) under this Agreement shall only be limited solely to itself and to the extent of their respective portion of the Offered Shares.
3. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required in accordance with applicable law (including but not limited to the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act) in respect of the Offer (“**Applicable Law**”). The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with the Applicable Laws and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar represents, warrants, declares and undertakes to the other Parties that:
- a) It has obtained a certificate of permanent registration dated April 1, 2022 bearing registration number INR000000221 from the SEBI and the certificate is valid permanently from April 1, 2022, unless suspended or cancelled by the SEBI (the “**Certificate**”).
- b) It shall ensure that the Certificate shall remain valid and in force at all times until the completion of the Offer including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar shall keep the Company, the Selling Shareholder(s) and the BRLMs informed on an immediate basis if due to any reasons, its registration with SEBI is cancelled, suspended, revoked or

withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory, judicial authority, statutory, administrative, governmental and quasi-judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule IV** hereto.

- c) It shall keep and maintain the books of accounts, records and documents as specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of the 8 (eight) preceding financial years for a period of minimum 8 (eight) years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer, or such longer period as may be prescribed under Applicable Law. Any and all records/ documents referred to and forming part of annexure 6, under paragraph 12 of the SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company or such other period as may be prescribed under Applicable Laws.
- d) It is not an associate and shall not be deemed to be an associate of the Company or any of the Selling Shareholder(s) or any of the BRLMs for the purposes of the SEBI RTA Regulations.
- e) It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf 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, quasi-judicial, governmental, administrative, judicial or supervisory authority or court/tribunal and that it is not prohibited/debarred/suspended from carrying on its activities as a Registrar to the Offer by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority, including the activities in relation to this Assignment. No orders have been passed restricting the Registrar from carrying out this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Selling Shareholder(s) and the BRLMs of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Company and the Selling Shareholder(s). In the event, the Company, its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, **“the Company’s Indemnified Parties”**), the BRLMs’ and their respective Affiliates and partners, and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs (collectively the **“BRLMs’ Indemnified Parties”**), the Selling Shareholder(s) and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns (**“Selling Shareholders’ Indemnified Parties”**) incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, the BRLMs’ Indemnified Parties and the Selling Shareholders’ Indemnified Parties, as applicable, in accordance with the terms of this Agreement in case of the Company and the Selling Shareholders’ Indemnified Parties and in accordance with the Letter of Indemnity, in case of BRLMs’ Indemnified Parties.
- f) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and the applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (**“SEBI Listing Regulations”**), UPI Circulars 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 Shareholder(s), BRLMs and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form (and unless otherwise stated or implied, including an Anchor Investor) (**“Bidders”**). It will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Company’s shareholders, the Selling Shareholder(s), the 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 Law.

- g) It shall make adequate disclosures in writing to the Company, the Selling Shareholder(s) and the BRLMs of any existing or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. It shall cooperate and comply with any instructions the Company, the Selling Shareholder(s) and the BRLMs may provide in respect of the Offer, provided that the Company, the Selling Shareholder(s) and BRLMs do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, the Selling Shareholder(s) and the BRLMs, in writing of any delay or anticipated delay or errors committed while completing any 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 Shareholder(s) and the BRLMs' Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar, in accordance with the terms of this Agreement and the Letter of Indemnity, as applicable.
- h) It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the Applicable Law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time, each as amended from time to time.
- i) It shall cooperate and comply with any instructions of the Company, the Selling Shareholder(s) or the BRLMs may provide in respect of the Offer, in accordance with the terms of this Agreement and the Applicable Laws. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective proportion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder.
- j) It is a 'fit and proper person' as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.
- k) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and the Central Depositories Services (India) Limited ("CDSL" together with NSDL the "Depositories").
- l) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back up data maintenance and disaster recovery system and the net worth (including, as stipulated in the RTA Regulations and SEBI RTA Master Circular) to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondences.
- m) 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 Shareholder(s) and the BRLMs of any delay or errors committed in the performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company, the Selling Shareholder(s) and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of and the BRLMs' Indemnified Parties, for any losses caused due to such error or delays in completion of any of the formalities, if, in the opinion of the Company, the Selling Shareholder(s) and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of the BRLMs' Indemnified Parties, as the case may be, such errors/delays are caused by the acts/actions of the Registrar.
- n) It is not subject to any litigation, or injunction or order of, any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial 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 Selling Shareholder(s), the Company and the BRLMs in writing of any such litigation, or injunction or order

of any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority, about the progress with regard to any legal or action initiated against it and/or any of its group entities by any such authority from time to time.

- o) It is duly incorporated and validly exists under Applicable Laws. This Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject or any agreement, deed or undertaking entered into by the Registrar.
- p) It shall ensure that the demographic details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Offer.
- q) In the event, the Registrar is unable to continue to act as the Registrar to the Offer, at any point of time, due to any order, direction or injunction of any statutory, regulatory, quasi-judicial, governmental, administrative or judicial authority or otherwise, it shall immediately inform the Company, Selling Shareholder(s) and the BRLMs and take steps, in consultation with and as per the direction of the Company and the Selling Shareholder(s) and the BRLMs, for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares, at no cost to the Company and the Selling Shareholder(s) for such transition, to another registrar as may be appointed by the Company and the Selling Shareholder(s) in consultation with the BRLMs. However, the Registrar shall continue to be liable for any acts done prior to such transition.
- r) 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 in accordance with Regulation 15A of the RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the RTA Regulations.
- s) It has formulated and implemented a comprehensive policy framework, approved by its board of directors, and it is in compliance with the requirements of paragraph 11 and 23 of the SEBI RTA Master Circular and has implemented all policies and systems required in such circulars.
- t) The Registrar shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and the Selling Shareholder(s) with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory, statutory, judicial, quasi-judicial, governmental or administrative authority, and shall duly inform the Company, the Selling Shareholder(s), and the BRLMs immediately of such change in status or constitution.
- u) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties and obligations under this Agreement.
- v) The Registrar shall hand-over to the Company and each of the Selling Shareholder(s), as applicable, all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 15 (fifteen) days from the date of termination of this Agreement, or within 15 (fifteen) days from the date of cancellation of its certificate of registration as registrar, whichever is earlier.
- w) There are no other circumstances which may affect the Registrar's ability to perform its duties and obligations under this Agreement to the satisfaction of the Company and the Selling Shareholders
- x) 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, and it shall take all necessary measures to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company, the Selling Shareholder(s) and BRLMs are met, notwithstanding the impact of the ongoing COVID-19 pandemic and government lockdowns and other measures taken in response thereto. The Registrar confirms the COVID-19 pandemic and government lockdowns and other measures taken in response thereto has not resulted

in any material adverse effect on the Registrar or its ability to perform in full its obligations under the Assignment.

5. The Company, in relation to the Offer hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable it to undertake the Offer. The Company and the Selling Shareholder(s), severally and not jointly, also agree that they will co-ordinate with the Registrar and that they will not give any instructions which is in violation of any legislation, applicable rules, regulations and/or guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the Selling Shareholder(s) give any instructions, pertaining respectively to them, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company, the Selling Shareholder(s) and the BRLMs in writing about such instructions pursuant to which Company or the Selling Shareholder(s), as applicable, will be free to withdraw/modify such instructions, if required.
6. This Agreement is entered into between the Company, the Selling Shareholders and the Registrar for engaging KFin Technologies Limited as the Registrar to the Offer and does not in any way bind the Company or any of the Selling Shareholders to appoint KFin Technologies Limited as the registrar and share transfer agent (“RTA”) of the Company. The Company and the Selling Shareholders have absolute right to appoint any other agency as the RTA of the Company. In the event of appointment of any other agency as the RTA of the Company other than KFin Technologies 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 RTA appointed by the Company and the Selling Shareholders, in consultation with the BRLMs, without any additional charges.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in in this Agreement and **Schedule I** hereunder, which functions, duties and obligations are indicative and not exhaustive and are generally in conformity with the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties, in writing. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Offer specified herein as well as in the Underwriting Agreement (as defined below), the Escrow and Sponsor Bank Agreement (as defined below), the Share Escrow Agreement (as defined below), the Syndicate Agreement (as defined below), 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 and other Applicable Laws. The Registrar hereby consents to the inclusion of its name, logo and other details (including address, contact and SEBI registration details) as the Registrar to the Offer in the Offer Documents and in such other documents as are required for the Offer and agrees to provide a consent letter in the form and manner satisfactory to the Company, the Selling Shareholders and the BRLMs.
8. Without prejudice to the above, the Registrar’s Assignment shall include without limitation, the following activities:
 - a) To enter into a share escrow agreement (“**Share Escrow Agreement**”) with the Company and the Selling Shareholder(s) prior to the filing of the Red Herring Prospectus in terms of which a share escrow account will be opened (“**Share Escrow Account**”) with the Registrar. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement and also ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
 - b) To enter into a cash escrow and sponsor bank agreement (“**Cash Escrow and Sponsor Bank Agreement**”) with the Company, the Selling Shareholder(s), the BRLMs, the Syndicate Members, Escrow Bank(s), Refund Bank(s), Public Offer Account Bank(s) and Sponsor Bank(s) (collectively, the “**Banker(s) to the Offer**”) in terms of which escrow account(s) will be opened (“**Escrow Account(s)**”) wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank 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 Shareholder, the BRLMs and the Syndicate Members (“**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) To enter into any other agreement with the Company, the Selling Shareholders, the BRLMs or any other persons as applicable in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreements.
- e) To liaise with 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 to be entered into with the Company and the Depositories, if required;
- f) To provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants (“**CDPs**”), sub-Syndicate members/agents, registrars and share transfer agents registered with SEBI (“**RTAs**”) and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Offer (collectively, the “**Designated Intermediaries**”), as applicable, including the format and timeline of receipt of information;
- g) To finalize with the Company, the Selling Shareholders and the BRLMs on the amount of processing fees payable to SCSBs and the Sponsor Banks, brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers, the Bid/Offer Opening Date and Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any to the Designated Intermediaries;
- h) If required, to liaise with the Company for dematerialization of its Equity Shares in physical mode held by its existing shareholders, including the Selling Shareholders, if required and of any other persons as may be required under Applicable Law (prior to the filing of the DRHP);
- i) Provide inputs for finalizing the Bankers to the Offer and assist in identification of the collecting branches at the collection centres finalized, as applicable;
- j) Provide detailed instructions to the SCSBs, including on the format and timeline of receipt of information and providing/ specifying the form to the SCSBs, the Syndicate and the Designated Intermediaries in which information in relation to ASBA Bids is required;
- k) To liaise with the Designated Intermediaries and the Sponsor Banks to carry out the required steps for the purposes of the Offer;
- l) Provide/specify the format to the Designated Intermediaries in which information in relation to ASBA or the UPI Mechanism is required to be provided to the Registrar;
- m) Accepting and collecting completed ASBA Forms;
- n) Ensure that with respect to UPI Bidders, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs, as applicable;
- o) Hand-over to the Company and the Selling Shareholders, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 1 (one) month from the date of termination of this Agreement or within one month from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLMs within 1 (one) month of closure of the Offer;
- p) To review the sections related to procedural aspects of the Offer in the Offer Documents, including the ‘Offer Procedure’ section and other documents or information in connection with the Offer, and confirm their accuracy;
- q) 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;

- r) Intimate on the amount of processing fees payable to the SCSBs in respect of ASBA Forms and to the Sponsor Banks for Bids made by UPI Bidders using the UPI Mechanism, and also intimate the selling commission and brokerage payable to each Designated Intermediary for ASBA. The processing fees for applications made by Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation in compliance with the SEBI RTA Master Circular;
- s) 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:
Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as Issuer Banks for UPI;
- t) Intimate the Designated Intermediaries and the Sponsor Banks before opening of the Offer, the basis of the commission / selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any;
- u) Follow-up with the Sponsor Banks (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Banks, Banker 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;
- v) Subject to Applicable Law, submit details of cancelled/withdrawn/deleted Bids to SCSB’s on a daily basis within 60 minutes of bid closure time from the Bid/Offer opening date till Bid/Offer closing date by obtaining the same from Stock Exchanges. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, pursuant to paragraphs 41 and 46 of the SEBI RTA Master Circular, in a format as prescribed by SEBI from time to time;
- w) 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;
- x) 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 Offer;
- y) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;
- z) To inform the Designated Intermediaries and the BRLM in writing of any errors in the Bid details, as applicable, along with advice to send the rectified data within a specified date.
- aa) Collect, within the timelines prescribed under and in accordance with Applicable Law and in accordance with agreements entered in this regard, and in manner as specified by the Company, the Selling Shareholders and the BRLMs and in accordance with Applicable Law:
 - i. The Bid File received from the Stock Exchanges containing details including the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;
 - ii. Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor

Application Forms from the BRLMs and the ASBA Forms to the Designated Intermediaries;

- iii. electronic bid file/data (including ASBA data) from the Stock Exchanges containing the applicable number and Bid Amount and sharing the same with the SCSBs for validation and reconciliation on a daily basis;
 - iv. coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders, from the Sponsor Banks after the Bid/Offer Closing Date;
 - v. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks 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 and the Sponsor Banks;
 - vi. soft and hard copies, as applicable, of ASBA Forms, bank schedules, reconciled data and final certificates from all centers of the Designated Intermediaries and the Sponsor Banks, 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 Bankers to the Offer. The Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed by SEBI from time to time and relevant agreements entered into in this regard and instructed by the BRLMs; and
 - vii. PAN, DP ID, UPI ID and Client ID and other demographic details of valid beneficiary accounts from the Depositories; and in each case, in accordance with the instructions of the Company, the Selling Shareholders and the BRLMs and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Selling Shareholders and the BRLMs, the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;
- bb) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;
- cc) To process all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Banks and the SCSBs in respect of the Offer, the BRLMs and Escrow \ Banks, as applicable, in respect of the Offer and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Offer;
- dd) 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;
- ee) Where the Registrar requires to liaise with third parties for the Assignment, including Designated Intermediaries and the Sponsor Banks, 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;
- ff) To keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Banks and with respect to Anchor Investors, Bid cum Application Forms from the BRLMs and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Banks;
- gg) On Bid/Offer Closing Date, collect the Bid file from the Stock Exchanges and the BRLMs and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, Sponsor Banks and the BRLMs of the erroneous bids which will be considered as invalid;
- hh) To enter accurate data based on physical Bid cum Application Forms and 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;

- ii) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for foreign portfolio investors (as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended (“**FPI Regulations**”)) (“**FPIs**”) who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI and check compliance with paragraph 40 of the SEBI RTA Master Circular for a single foreign portfolio investor and to ensure there is no breach of investment limits set out under the FPI Regulations, within the timelines for issue procedure, as prescribed by SEBI from time to time;
- jj) To reconcile the final certificates received from the SCSBs and the Sponsor Banks with the electronic bid details in terms of paragraphs 12, 41, 45 and 46 of SEBI RTA Master Circular, 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/DIL/1/2016 dated January 1, 2016 and the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018 to the extent applicable, (collectively, the “**Relevant SEBI Circulars**”) read with the UPI Circulars, along with any amendments, changes or circulars issued by SEBI from time to time in this regard, along with the SEBI ICDR Regulations, 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, including the syndicate SCSBs, Bankers to the Offer and the Sponsor Banks, participating in the Offer, within the timelines prescribed by SEBI from time to time;
- kk) 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 Banks and undertaking all necessary activities in this regard;
- ll) 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 and prepare funds unblocking schedule and refunds to be made based on approved Allotment;
- mm) To send the CAN to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Offer;
- nn) To identify inactive demat accounts, if any, well in advance and take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- oo) Upon approval of the Basis of Allotment, share 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, with the Sponsor Banks and the SCSBs, who shall use such information for credit of funds and unblocking of funds, as applicable;
- pp) 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;
- qq) Obtain from the Depositories 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;
- rr) To ensure that the PAN details of the Bidders are linked with Aadhar and are in compliance with the CBDT Notification dated February 13, 2020 and press release dated June 25, 2021;
- ss) Reconcile the compiled data received from the Stock Exchanges, all SCSBs, the Sponsor Banks and Escrow Banks and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;
- tt) To prepare the complete list of valid applications (after all rejections, including rejections on technical

- grounds), and present the same category-wise to the Company, the Selling Shareholders and the BRLMs;
- uu) 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 SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the Selling Shareholders, the BRLMs, the SCSBs and the Sponsor Banks in a timely manner;
 - vv) 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;
 - ww) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
 - xx) To reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number);
 - yy) To follow and complete all processes as specified in the Offer Documents and the General Information Document issued by SEBI;
 - zz) Preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and RIIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within 2 (two) Working Day from the Bid/Offer Closing Date. To also provide exceptions, if any, to enable the Company, the Selling Shareholders and the BRLMs to take decision on the Bids in a timely manner;
 - aaa) To keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Banks 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 on a regular basis to the Company, each of the Selling Shareholder, and the BRLMs as required by the Company, each of the Selling Shareholders, and the BRLMs.
 - bbb) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Banks with the electronic bid details in terms of the UPI Circulars, and any other applicable law, on the basis of which the Basis of Allotment will be finalized 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, including the syndicate SCSBs, Bankers to the Offer and the Sponsor Bank, participating in the Offer, within the timelines prescribed by SEBI from time to time;
 - ccc) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer SCSBs and the Sponsor Banks;
 - ddd) To immediately inform the Company, the Selling Shareholders and the BRLMs in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Offer Closing Date. To 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;
 - eee) Communicating all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt to the post issue BRLM and ensuring effective redressal of such grievances;
 - fff) 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;

- ggg) 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, the Stock Exchanges and other relevant government bodies and reject such applications in consultation with the Company, the Selling Shareholders 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 Banks without reference to the physical Bid cum Application Forms or its enclosures;
- hhh) 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;
- iii) To provide correct data in time, within the timelines prescribed by SEBI from time to time, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the BRLMs after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares;

Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor Banks (through stock exchange) and SCSBs, as applicable, for credit of funds in the Public Offer Account and unblocking of excess funds in the accounts of the UPI Bidders and RIIs using the UPI Mechanism. The Sponsor Banks, based on the mandate approved by the UPI Bidders and RIIs using the UPI Mechanism at the time of blocking of funds, will raise the debit / collect request from the account of the UPI Bidders and RIIs using the UPI Mechanism, whereupon the funds will be transferred from the account of UPI Bidders and RIIs using the UPI Mechanism to public offer account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidders and RIIs using the UPI Mechanism or his / her bank.

- jjj) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Banks, 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 Mechanism 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 Offer 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.
- kkk) To prepare funds transfer schedule based on approved Basis of Allotment;
- lll) To collect from the SCSBs the certificates of compliance for completion of unblocking of funds, to maintain a record of such certificates, and to forward such certificates to the BRLMs, in each case within the timelines prescribed by SEBI;
- mmm) To complete validation of beneficiary account details including to confirm the status of QIBs;
- nnn) To maintain details of requests for withdrawal of Bids received and withdrawals made in the Offer, and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries;
- ooo) 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;

- ppp) The Company 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 3 (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 3 (three) Working Days from the Bid/ Offer Closing Date or such other timeline that may be prescribed by SEBI;
- qqq) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, the Selling Shareholders, to the extent applicable, 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 the Offered shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) 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 (except the Offered shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) 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 the BRLMs' Indemnified Parties, the Company and the Selling Shareholders the cost incurred on account of payment of such interest or damages;
- rrr) 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 Offer Account, and/or 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, the Selling Shareholders and the BRLMs;
- sss) Prepare fund transfer schedule along with reconciliation of total funds received from the Escrow Bank and the total amounts blocked in the ASBA accounts, amount proposed to be transferred to Public Offer Account within the timelines prescribed under paragraphs 12, 41 and 45 of the SEBI RTA Master Circular 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 Banks for ASBA Bids and Escrow Banks 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 the Public Offer Account (including for eventual credit to the Company and the Selling Shareholders) within the timelines specified under the UPI Circulars and any other Applicable Law notified from time to time:
- 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/ relevant blocked account to the ASBA Account/UPI linked bank account or the Public Offer Account (or the refund account if so required) for each valid ASBA Bid or Anchor Investor 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 Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of

- withdrawn/unsuccessful Bids, if any, to enable unblocking of the relevant accounts or for refunds to be initiated by Bankers to the Offer or the SCSBs or the Sponsor Banks; and
- v. To provide bank-wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Refund Banks;
- ttt) In accordance with instructions received from the Company and the Selling Shareholders, to give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders, and to ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules, circulars and regulations issued by SEBI and the offer documents;
- uuu) 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;
- vvv) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable;
- www) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges;
- xxx) To revalidate refund orders, where permitted and as applicable;
- yyy) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories;
- zzz) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- aaaa) Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects, under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;
- bbbb) To coordinate with the Sponsor Banks, 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) 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 and in consultation with the Company, the Selling Shareholders and the BRLMs and assist the Company, the Selling Shareholders and the BRLMs assist the relevant Parties in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- dddd) 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 relevant Parties;
- eeee) Submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approval;
- ffff) 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 6 (six) Working Days from the date of closure of the Offer or within the timeline as prescribed by SEBI;

- gggg) 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 and the Selling Shareholders 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 Banks;
- hhhh) Provide data to assist the Company and the BRLMs for publishing Allotment advertisement before commencement of trading along with the Company and the BRLMs within the specified time in all the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier;
- iiii) 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 8 (eight) years and are informed and made available to the Company at regular intervals;
- jjjj) 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 8 (eight) years and are made available to the Company at regular intervals;
- kkkk) Assist the Company and the BRLMs in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with Designated Stock Exchange;
- llll) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLMs, the Company and the Selling Shareholders 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;
- mmmm) To provide weekly reports to the Company, the Selling Shareholders and the BRLMs on the (i) status of Equity Shares lying in Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; and (iii) status of redressal of investor complaints in a format required by the Company, the Selling Shareholders and the BRLMs;
- nnnn) 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 paragraphs 41 and 45 of the SEBI RTA Master Circular and the Offer Documents;
- oooo) To make suitable arrangements to; i) send SMS to ASBA investors for blocking of funds at the time of Application and for unblocking of funds in cases of no/partial allotment; and ii) send e-mails to ASBA investors for unblocking of funds in cases of no/partial allotment;
- pppp) To provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Offer Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment.
- qqqq) To procure the mobile numbers and email addresses for sending SMS and e-mail to the ASBA investors from the information provided by the Depositories and/ or by the Sponsor Bank. In case of joint bidders, it is clarified that the information of the first holder shall be used to send the SMS and e-mail;

- rrrr) The Registrar shall send the SMS and emails to ASBA investors only after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications in accordance with paragraphs 41 and 46 of the SEBI RTA Master Circular;
- ssss) To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement and to ensure that the transfer of the Offered Shares by the Selling Shareholders to the successful Bidders is undertaken in a timely manner, in accordance with the Share Escrow Agreement;
- tttt) 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;
- uuuu) To initiate corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Company;
- vvvv) 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;
- wwww) 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 BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by BRLMs.
- xxxx) 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 Registered Brokers shall be made in accordance with disclosure in the Offer Documents and with the SEBI RTA Master Circular and SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, 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;
- yyyy) To forward exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/ Offer Closing Date or such earlier time as may be prescribed under Applicable Law;
- zzzz) To coordinate with the Bankers to the Offer (in case of Bids by Anchor Investors), Designated Intermediaries (in case of applications by ASBA Bidders) and Sponsor Bank (through Stock Exchanges) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Law;
- aaaa) To coordinate with the Sponsor Banks/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs within the timelines specified in and in the format mentioned by SEBI in paragraph 41, 45, 46 of the SEBI RTA Master Circular;
- bbbb) To provide requisite Offer related data to the Company and the Selling Shareholders for filings with the Reserve Bank of India or the SEBI, as may be required;
- cccc) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company or the BRLMs);

- dddd) To prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company);
- eeee) 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 requested.
- ffff) 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 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, quasi-judicial, statutory, administrative, governmental, judicial authority and the audited financials provided by such investor.
- gggg) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLMs;
- hhhh) To ensure compliance with all applicable regulations and notifications, including SEBI RTA Master Circular, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018;
- iiii) To ensure compliance with the UPI Circulars, and any other Applicable Law in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
- jjjj) Provide assistance to the Company, the Selling Shareholders and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue/refund to Anchor Investors/Allotment/investor services/listing permission/trading permission/connectivity with the Depositories;
- kkkk) To provide information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.;
- llll) To prepare the list of SCSBs (including sharing updated list daily) who do not provide the

confirmation pursuant to paragraphs 41 and 46 of SEBI RTA Master Circular, within the prescribed timeline as prescribed by SEBI, from time to time;

mmmmm) To collect and maintain records of the requisite certificate from the SCSBs in accordance with paragraphs 41 and 46 of SEBI RTA Master Circular. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought and shall also follow up and collate the confirmations from SCSBs in the format prescribed in SEBI circular dated March 16, 2021;

nnnnn) To prepare and assist BRLMs in computing the compensation payable in accordance with paragraphs 41 and 46 of SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI;

ooooo) To provide in a timely manner all accurate information to be provided by it under this Agreement; and

ppppp) To assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.

9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care, such records as are required to be maintained under Applicable Law, including the SEBI RTA Regulations and for minimum duration prescribed under Applicable Law, including, without limitation, the following records:

- a) All the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Banks and the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from SCSBs and the Sponsor Banks including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges;
- b) Data/information received from the SCSBs and the Sponsor Banks including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
- c) All the electronic records obtained, received, collected and/or held by it in relation to the Offer, including the records relating to reconciled date, bank schedules and Bids received from all Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries;
- d) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms;
- e) Demographic data of the Bidders obtained from the Depositories;
- f) Basis of allocation and Allotment of Equity Shares to the successful Bidders, as finalised by the Company in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details;
- g) Records of investor communication, including withdrawal requests and communication for verifying PAN, DP ID, UPI ID, Client ID details;
- h) List of names of successful Bidders and unsuccessful Bidders of the Equity Shares, including successful ASBA Bidders and unsuccessful ASBA Bidders;
- i) Particulars relating to rejected/ withdrawn/ unsuccessful bids.
- j) Particulars relating to the allocation/allotment of the Equity Shares against valid Bids;
- k) Particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids and refunds to be made/unblocked to Bidders;

- l) Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries
- m) Particulars relating to all the rejected/withdrawn/unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database;
- n) Particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids;
- o) Particulars relating to refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- p) Particulars relating to Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- q) Details of multiple electronic Bids submitted (determined on the basis of common PAN) and rejected by the Registrar;
- r) All Bid cum Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Bid cum Application Forms;
- s) Reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks or any of their correspondent banks and aggregate of amounts stated in Anchor Investor Form;
- t) Reconciliation of the compiled data received from the Stock Exchanges with the details of collections/blocked amount received from the SCSBs, BRLMs and the Bankers to the Offer (including Sponsor Banks) Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- u) Refund orders dispatched to the Anchor Investors in respect of application monies received from them, in accordance with the terms of the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act;
- v) Details of files in case of refunds to be sent by electronic mode such as NACH / NEFT/ RTGS/direct credit etc;
- w) Records of correspondence in respect of investor complaints, grievances or queries;
- x) Record of pre-printed Offer stationery like CAN, Allotment advice/ Allotment letters, refund warrants and duplicate refund warrants etc. 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) Records of returned mail showing details of contents of the letter details of refund order, date of dispatch, date of return and reasons for being returned;
- aa) Details of demand drafts issued, if any, as applicable;
- bb) Particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids;
- cc) Terms and conditions of the Offer of the Equity Shares; and

- dd) Such other records as may be specified by SEBI, the Company, the Selling Shareholder, the SCSBs, the Sponsor Banks, Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Offer.

In addition to the above, the Registrar shall retain physical application forms submitted by UPI Bidders, for a period of 6 (six) months and thereafter forward the same to the Company. In respect of electronic forms received by it, the Registrar shall maintain the relevant electronic records for a minimum period of three years.

Subject to the provisions of any law, including Regulations 14 and 15 of the SEBI RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of 8 (eight) years from the date of listing and commencement of trading of the Equity Shares, subject to any commercial agreement with the Company for storage of such records beyond 6 (six) months. The Registrar shall provide the Company, the Selling Shareholders or any of their assigns and the BRLMs, any report that is required by them using the information specified above in a timely manner.

10. The Registrar shall not, and shall ensure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any Confidential Information (*as defined herein below*) about the Company or any of the Selling Shareholders or the demographic details given by/ of the Bidders or the Offer, which comes to its knowledge pursuant to its appointment hereunder as the Registrar to the Offer. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

“**Confidential Information**” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day to day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs, the Company and the Selling Shareholders, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company or the Selling Shareholders, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSBs, depository participants, disputes and grievances, 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 provision of this Clause shall survive the date of termination or expiration of the Agreement, whichever is earlier.

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 Bankers to the Offer and dispatch of instructions to SCSBs and the Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders to the Anchor Investors without delay, including providing the Bankers to the Offer with the details of the monies and any surplus amount to be refunded to the Anchor Investors.

11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries, SCSBs and Bankers to the Offer, including in relation to any refunds or unblocking of funds to be made, as the case may be, and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:

- a) investors shall be sent first response within three Working Days after receipt of complaint, provided however, notwithstanding anything contained in this Agreement, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
 - b) the enquiries and/ or complaints from Bidders, including ASBA Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - c) the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with Applicable Law. The Registrar shall provide the allotment/ revoke files to the Sponsor Banks by 8 p.m. IST on the day when Basis of Allotment has to be finalised and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Banks not later than 5 p.m. IST on the next Working 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 6.30 p.m. IST on the Working 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 /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). The Registrar shall ensure that unblocking is completed in accordance with the SEBI RTA Master Circular;
 - d) in accordance with Applicable Law, 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);
 - e) a uniform procedure is followed for processing all Bid cum Application Forms;
 - f) the Registrar has a proper system to track, address and redress investor complaints;
 - g) adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per Applicable Law;
 - h) it shall provide status update at periodic intervals to the BRLMs, the Company and the Selling Shareholders, including on the nature and status of all investor grievances;
 - i) for the electronic bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the members of the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank(s) and unblock/refund the funds at the earliest;
 - j) 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;
 - k) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
 - l) it maintains an insider list in accordance with the directions of the Company.
13. The Registrar undertakes that it or its affiliates, directors, employees 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, Company and the Selling Shareholders; and
 - d) undertake any activity that is prohibited under all applicable laws and regulations with respect to insider trading and market abuse.
14. The Registrar confirms that neither it nor its affiliates (wherever applicable) have conducted their businesses in violation of 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.
15. The Registrar further represents, declares, warrants and undertakes to the other parties to this Agreement that:
- a) 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;
 - b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - c) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
 - 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 BRLMs and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - 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;
 - g) 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; and
 - h) neither the Registrar nor any of its employees, directors, management, representatives, officers, advisors, successors and agents or other persons acting on its behalf and permitted assigns have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / 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.

- i) it has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required paragraph 11 of SEBI RTA Master Circular.
16. Immediately on receiving instructions from the Company, and/or the Selling Shareholders and/ or the BRLMs, in accordance with the Cash Escrow and Sponsor Bank Agreement, 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 and/or the Selling Shareholders in respect of their portion of the Offered Shares, as the case may be 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 from the Company, any of the Selling Shareholders and/or the BRLMs, the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and/or the Selling Shareholders (if applicable) in paying the interest, compensation, damage, loss, as per the Applicable Law. If the Company and/or the Selling Shareholders and/or the BRLMs' Indemnified Parties are made liable to compensation/damages for, or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI, or in case of any failure on the part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify and keep indemnified and hold harmless the Company, the Selling Shareholders and/or the BRLMs' Indemnified Parties for such compensation/damage, loss etc. incurred by the Company and/or the Selling Shareholders and/or BRLMs' Indemnified Parties as the case may be, in terms of this Agreement and the Letter of Indemnity, as applicable.
17. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository (ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
18. The Company agrees that the Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Offer to any other person (except to the BRLMs and relevant Stock Exchanges) subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders, until the completion of dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders. The Company and the Selling Shareholders agree that they will have access to the data/documents pertaining to the Offer at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders, as the case may be.
19. The Registrar will handle the Assignment from its office at Selenium Tower B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032, Telangana, 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.
20. The Offer stationery including CAN, certificates, letters of Allotment and Allotment/Allocation advices and refund orders/intimations, 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 shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and Refund Bank.
21. The Company, on behalf of itself and the Selling Shareholders, shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/ Allotment/Allocation Advice, etc. within 2 (two) Working Days from the date of closure of the Offer. On closure of the bidding period, the Registrar will submit an estimate of the work done and the funds

required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and 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 the Selling Shareholders, shall be reimbursed to the Company 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.

22. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a stock exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.
23. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and the SEBI as applicable.
24. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the board of directors of the Company.
25. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching the concerned SCSB, Sponsor Banks, Designated Intermediaries or the Syndicate. The Registrar shall extend all necessary support to the Company, the Selling Shareholder, the BRLMs, the SCSBs, the Sponsor Banks, the concerned Designated Intermediaries and the Syndicate, as may be required for the smooth and speedy functioning of the ASBA process.
26. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the Syndicate, the SCSBs, the Sponsor Banks 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.
27. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs, the Company, and the Selling Shareholder, to be submitted to SEBI within the stipulated time. The Registrar will provide all support to BRLMs to ensure timely compliance with SEBI circulars.
28. 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, the Selling Shareholder, and the BRLMs.
29. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and the Selling Shareholders and provide certificates as may be requested by the BRLMs, including at the stage of closure of the Offer, rejection of bids, etc.
30. The formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
31. The Registrar shall liaise with the Selling Shareholders and the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement.
32. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Offer.
33. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Offer, shall be as specified in **Schedule II** hereunder written, and after deducting all taxes, duties and levies as per Applicable Law. All expenses

in relation to the IPO would be borne amongst the Company and the Selling Shareholders, as mutually agreed amongst them and in accordance with the Offer Agreement, and subject to, Applicable Law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company on behalf of the Selling Shareholders, or directly by the Selling Shareholders, as the case may be, except for any out-of-pocket expenses.

34. The Company and the Selling Shareholders, in consultation with the BRLMs, may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event the Company and /or the Selling Shareholders do not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.
35. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the “**Affected Party**”) shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party’s obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of 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 work till termination of this Agreement. The Company and the Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar. 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.
36. The Company and/or the Selling Shareholders shall be entitled to immediately terminate this Agreement upon notice in the event (i) the certificate of registration held by the Registrar is suspended/ cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and /or administrative authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities; (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or any court or tribunal or in any other manner, from carrying on its activities as a RTA. For the avoidance of doubt, if the Company and the Selling Shareholders, in consultation with the BRLMs, in accordance with the Offer Agreement, decide not to proceed with the Offer at any time for any reason, this Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/ or the Selling Shareholders and the Registrar would be paid only to the extent of services rendered by it until such termination.
37. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and/or the Selling Shareholders. Further, the Company and/or any of the Selling Shareholders may, jointly or severally, terminate this Agreement in respect of themselves with or without cause, by giving prior written notice (with a copy to the other Parties) to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and/ or the Selling Shareholders in writing. It is clarified that termination of this Agreement by the Selling Shareholders shall not imply that this Agreement is automatically terminated with respect to the Company.
38. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support

as may be required by the BRLMs, the Company and/ or the Selling Shareholders or any 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 till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement, except as otherwise mutually agreed.

39. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint during the term of this Agreement provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint, and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed. The Company shall extend necessary cooperation to the Registrar for complying with such provisions of the SEBI RTA Regulations, provided however, in relation to the complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of the receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints and grievances on a weekly basis to the Company and the Selling Shareholders and the BRLMs in a mutually agreed 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 by the Company and the Selling Shareholders.
40. The Registrar's responsibility under the 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 or in any other business of the Company or any of the Selling Shareholders in any manner whatsoever.
41. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/ error in the services rendered or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar, at its own cost, shall take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement within a period of 2 (two) days from the receipt of a written notice of such breach from the Company and the Registrar shall be directly responsible and hereby indemnifies and keeps indemnified and harmless the Company, the Selling Shareholders and the BRLMs' Indemnified Parties and their respective affiliates, directors, management, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders shall, severally and not jointly, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within a period of 2 (two) calendar days from receipt of written notice of such breach from 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 it, then the Registrar shall within 3 (three) Working Days upon being instructed by the Company and each of the BRLMs or the Selling Shareholders transfer all the documents in its possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the Selling Shareholders and/or any of the BRLMs.
42. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

INDEMNITY

43. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold harmless the Company's Indemnified Parties, the Selling Shareholders' Indemnified Parties and the BRLMs Indemnified Parties (collectively referred to 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, including without limitation, interests, 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, as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligations 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:

- (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement (including the Letter of Indemnity);
- (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
- (iii) any delay, failure, error, omission, negligence, default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under the Registrar Agreement or the Assignment and/or the Letter of Indemnity;
- (iv) any fine imposed by the SEBI or any other regulatory, quasi-judicial, statutory, administrative, judicial or governmental authority against any of the Indemnified Parties; and/or
- (v) in any information provided to the Company, any of the Selling Shareholders or 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 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.

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 and/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, regulatory, quasi-judicial, administrative, governmental or judicial 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, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which 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, regulatory, quasi-judicial, judicial and/or administrative authority or a court of law.

44. The Registrar undertakes to execute a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Schedule V** to the BRLMs on the date of this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performing its services to the Company and the Selling Shareholders 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. The Registrar acknowledges that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, wherever, and to the extent applicable.
45. The Registrar may have to provide certain information regarding the Bidders, as may be required under the Applicable Law including any legislation or regulation, regarding the applicants 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, with a view to providing the opportunity for the other Parties to contest such disclosure or otherwise to agree on the timing and content of such disclosure.
46. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post or 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 by fax, electronic mail or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Company

India Shelter Finance Corporation Limited

6th Floor, Plot No. 15
Sector 44, Institutional Area, Gurgaon
Haryana – 122 002, India
Telephone: +91 124 413 1800
Email: secretarial@indiashelter.in
Contact Person: Mukti Chaplot

To the Registrar

KFin Technologies Limited

Selenium Tower B, Plot No.31-32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032, Telangana, India
Telephone: 040-67162222/ 1800 309 4001
E-mail: einward.ris@kfintech.com
Contact person: M. Murali Krishna, VP

To the Selling Shareholders

To their respective addresses as indicated in **Schedule III** 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 5 (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 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.

47. The Parties agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to the SEBI within seven days by any other Party and shall also be reported to the Company, the Selling Shareholders and the BRLMs immediately.

ARBITRATION AND DISPUTE RESOLUTION

48. Without prejudice to the termination right set out in Clause 36 of this Agreement, in the event of any dispute, 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 discussion among them. In the event that the Dispute is unresolved within 10 days of commencement of discussion (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 this clause.
49. 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 (one to be appointed by the

claimant(s), one to be appointed by the respondent(s), and the third arbitrator to 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 50, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The seat, or legal place, of arbitration shall be Gurugram, 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. The Disputing Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.

50. 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.
51. Subject to the above clauses 48 and 49, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Gurugram, 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.
52. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Selling Shareholders and the BRLMs.
53. 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 Party (provided that such consent shall not be unreasonably withheld or delayed).
54. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of 18 months from the date of closing of the Offer, provided that clauses 4(b), 9, 10 (*Confidentiality*), 14, 15, 16, 41, 42, 43 (*Indemnity*), 44 (*Indemnity*), 45 (*Indemnity*), 46, 48 (*Arbitration and Dispute Resolution*), 49 (*Arbitration and Dispute Resolution*) and this clause 54 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/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 the newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.
55. 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.
56. 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. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Offer' and 'Offered Shares' shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The 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). 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.

57. The Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Each Party agrees that this Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with Applicable Law), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request, but a failure to do so shall not affect the enforceability of this Agreement.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 INDIA SHELTER FINANCE CORPORATION LIMITED


Authorised Signatory



Name: Mukti Chaplot

Designation: Company Secretary and Compliance Officer

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 MADISON INDIA OPPORTUNITIES TRUST FUND
TRUSTEE: CATALYST TRUSTEESHIP LIMITED**

Authorised Signatory



Name: Deesha Srikkanth

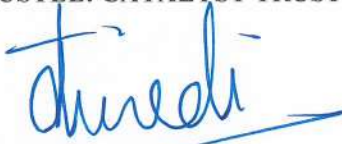
Designation: Vice President



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 MICP TRUST
TRUSTEE: CATALYST TRUSTEESHIP LIMITED



Authorised Signatory



Name: Deesha Srikkanth

Designation: vice president

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 MADISON INDIA OPPORTUNITIES IV

Dilshaad Rajabalee

Authorised Signatory

Name: Dilshaad Rajabalee

Designation: Director

[Handwritten mark]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 MIO STARROCK



Authorised Signatory

Name: Wendy Ramakrishnan

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 NEXUS VENTURES III, LTD.



Authorised Signatory

Name: Kamalam Pillay Rungapadiachy

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 NEXUS OPPORTUNITY FUND II, LTD.



Authorised Signatory -

Name: Kamalam Pillay Rungapadiachy

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, EACH SELLING SHAREHOLDER 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 KFIN TECHNOLOGIES LIMITED




Authorised Signatory

Name: M. Murali Krishna

Designation: Vice President

SCHEDULE I

Allocation of activities pertaining to the Assignment between the Parties

Note: The Registrar shall be responsible for ASBA-related activities, in accordance with rules, regulations, guidelines and notifications prescribed by SEBI. 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 or the BRLMs, to the Registrar.

Sr. No.	Activity	Party Responsible
I.	Pre-Offer work	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor(s)) and collecting branches), as applicable	Company in consultation with BRLMs/Registrar
2.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with Applicable Laws, regulations and guidelines	Company in consultation with BRLMs/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer	Company in consultation with the BRLMs
5.	Placing of orders for and procuring pre-printed stationery	Company
II.	Offer work	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSBs, Sponsor Bank and obtaining the electronic bid data (including ASBA Bid data) from the Stock Exchanges	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.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs and the Sponsor Bank;	Registrar
	b. Processing all Bid cum Application Forms in respect of the Offer;	Registrar
	c. On Bid/Offer Closing Date collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLMs to the concerned Depository Participant of the erroneous bids which will be considered as invalid	Registrar
4.	Informing the Stock Exchanges/ SEBI and providing necessary certificates to BRLMs on closure of the Offer	Company / Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from the Stock Exchanges for processing	Registrar/ Company/BRLM
6.	Processing of applications received from the Designated Intermediaries	Registrar
7.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
8.	Send the electronic Bid file with certain fields like application no., number of shares and amount or with any other additional fields as maybe required by the SCSBs/the Sponsor Bank to all the SCSBs/the Sponsor Bank to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchanges	Registrar
9.	Transcribing information from documents to magnetic media for	Registrar

Sr. No.	Activity	Party Responsible
	computer processing	
10	Reconciliation of number of Bids, Equity Shares applied and money blocked with final certificate received from the SCSBs and the Sponsor Bank	Registrar
11.	Reconciliation of compiled data received from Stock Exchanges with details of collection/blocked amounts received from the bankers to the Offer and SCSBs	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
13.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data	Registrar
14.	Matching with bid data / reconciliation with Bank Schedules and the final certificate	Registrar
15.	Collection of request, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment	Registrar
16.	Eliminating invalid bids and bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Identify and reject of applications with technical faults and multiple applications with reference to regulations / guidelines / procedures. Registrar to prepare the list of technical rejection cases 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 / BRLM / 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 BRLMs and the Designated Stock Exchange. Keeping a proper record of applications and monies blocked from the Bidders and paid to the SCSB's/Bankers to the Offer	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar/ BRLMs
22.	Preparation of fund transfer schedule based on the approved allotment	Registrar
	Preparation of list of allottees entitled to be allocated Equity Shares in the Offer	Registrar
23.	Assisting the Company in instructing the Depository to carry on the lock-in for pre- Offer capital	Registrar
24.	Allotment of shares on the basis of formula devised by the Stock Exchanges Preparing a statement of Bids rejected, separately for QIBs, Non Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids	Company / Registrar
25.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process: (i) Number of shares to be allotted against each valid bid	Registrar

Sr. No.	Activity	Party Responsible
	<p>(ii) Amount to be transferred from the Escrow Account/ relevant bank account to the Company's Public Offer Account, for each valid Bid</p> <p>(iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account</p> <p>(iv) Details of rejected Bids, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs and the Sponsor Bank to unblock the respective bank accounts</p> <p>(v) Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and RII, along with reasons for rejection of the Bids</p>	
26.	<p>Unblocking the relevant bank account for:</p> <p>(i) Transfer of requisite money to the Company's account against each valid Bid cum Application Form</p> <p>(ii) Withdrawn or rejected or unsuccessful Bid cum Application Form</p>	SCSB / Sponsor Banks
27.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB / Sponsor Banks
28.	Assisting in obtaining of certificate from auditors/ practicing company secretary that the Allotment has been made as per Basis of Allotment	Company/ Registrar
29.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the Stock Exchanges for applicable categories including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance	Registrar
30.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought. Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed in SEBI circular dated March 16, 2021	Registrar
31.	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 in accordance with the SEBI RTA Master Circular	Registrar
32.	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
33.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law)	Registrar
34.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular within the prescribed timeline	Registrar
35.	Registrar shall prepare and assist BRLMs in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021	Registrar
36.	Offer of duplicate refund orders, as applicable	Registrar

Sr. No.	Activity	Party Responsible
37.	Revalidation of refund orders, as applicable	Registrar
38.	Preparation of register of members and specimen signature cards (if required)	Registrar
39.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the website of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance	Registrar
40.	Printing of Allotment Advice	Registrar
41.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors by registered Post	Registrar
42.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
43.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
44.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
45.	Overprinting of Allotment Advice, intimation and refund orders, if any	Registrar
46.	Mailing of documents by registered/speed post wherever required	Registrar
47.	Binding of application forms, application schedule and computer outputs	Registrar
49.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
50.	Dispatch of Allotment Advice and CAN within the Registrar timeframe specified in Offer Documents and applicable law	Registrar/Company
51.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time	Company/ BRLMs
52.	To ensure that the Equity Shares are issued/transferred and Allotted only to permitted categories of investors	Registrar
53.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
54.	To ensure that the Equity Shares are issued/transferred and Allotted to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar
55.	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
56..	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Bid Offer Opening/ Closing advertisements have appeared earlier, in accordance with SEBI ICDR Regulations	Company in consultation with the BRLMs
57.	Providing all the relevant reports for listing and trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs 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 Finalizing various post-Offer monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLMs	Registrar

Sr. No.	Activity	Party Responsible
	Coordinating with the Stock Exchanges, Company and SCSBs (for obtaining confirmation related to unblocking of accounts), in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer	

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

SCHEDULE II

FEES PAYABLE TO REGISTRAR

Sr. No.	Particulars	Fees (in ₹)
1.	Processing fee per application	Token fee of ₹1.00 for the entire issue
2.	Validating data pertaining to depository option	
3.	Preparing soft copy of CAN's	
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank	
5.	Charges for preparing bulk mailing register	
6.	Reconciliation between bid files & amount blocked by ASBA Banks	
7.	Preparation of Basis of Allotment	Nil
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	Nil
9.	Assisting the Company in Listing	Nil
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on the Registrar's website	Nil

- Services tax and other statutory taxes, if any, shall be payable.
- The company is free to open the escrow demat account with any depository participant of its choice.

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

1.4.3: Reimbursement of other expenses

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

SCHEDULE III

List of Selling Shareholders

S. No.	Selling Shareholder	Notice Details	Aggregate proceeds from the sale of Equity Shares forming part of the Offer for Sale (in ₹ million)	Date of consent letter	Date of corporate action/ board resolution / power of attorney/ authorization letter
1.	Catalyst Trusteeship Limited (Erstwhile Milestone Trusteeship Services Private Limited), acting as trustee for MICP Trust	604, Windsor Building, Kalina, Santacruz East, Mumbai – 400098, Maharashtra, India +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com	Up to 49.00	August 3, 2023	June 9, 2023
2.	Catalyst Trusteeship Limited (Erstwhile Milestone Trusteeship Services Private Limited) acting as trustee for Madison India Opportunities Trust Fund	604, Windsor Building, Kalina, Santacruz East, Mumbai – 400098, Maharashtra, India +91 9953517491 samir@madison-india.com with a copy to ishan@madison-india.com	Up to 2,945.00	August 3, 2023	June 9, 2023
3.	Madison India Opportunities IV	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com	Up to 784.00	August 3, 2023	July 6, 2023
4.	MIO Starrock	Apex House, Bank Street, TwentyEight Cybercity, Ebene 72201, Mauritius +230 467 3000 wendy.ramakrishnan@apexfs.group with a copy to surya@madison-india.com and ishan@madison-india.com	Up to 1,372.00	August 3, 2023	July 6, 2023
5.	Nexus Ventures III, Ltd.	C/o IQ EQ Fund Services (Mauritius) Limited, 33,	Up to 2,205.68	August 3, 2023	August 2, 2023

		Edith Cavell Street, Port-Louis, 11324, Mauritius legal@nexusvp.com			
6.	Nexus Opportunity Fund II, Ltd.	C/o IQ EQ Fund Services (Mauritius) Limited, 33, Edith Cavell Street, Port-Louis, 11324, Mauritius legal@nexusvp.com	Up to 644.32	August 3, 2023	August 2, 2023

SCHEDULE IV

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	FORM 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 B) (Regulation B)		
00 14 30 रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION		
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन किये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रयुक्त शक्तियों का प्रयोग करते हुए प्रबन्ध-II में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रबन्ध-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India		
को विनियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार नियंत्रण करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है। as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.		
II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है। II. Registration Code for the registrar to an issue and share transfer agent is		
This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place	Mumbai	
तारीख Date	April 1, 2022	
*को लागू न हो उसे काट दें। *Delete whichever is not applicable		
		आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India
		 Dinesh Joshi प्रतिभूत हस्ताक्षरकर्ता Authorised Signatory

SCHEDULE V

LETTER OF INDEMNITY

Date: August 3, 2023

ICICI Securities Limited

ICICI Venture House
Appasaheb Marathe Marg, Prabhadevi
Mumbai 400 025
Maharashtra, India

Citigroup Global Markets India Private Limited

1202, 12th Floor
First International Financial Center
G-Block, C54 & 55, Bandra Kurla Complex
Bandra (East), Mumbai 400098
Maharashtra, India

Kotak Mahindra Capital Company Limited

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

Ambit Private Limited

Ambit House
449, Senapati Bapat Marg
Lower Parel, Mumbai 400 013
Maharashtra, India

(ICICI Securities Limited, Citigroup Global Markets India Private Limited, Kotak Mahindra Capital Company Limited, Ambit Private Limited and any other book running lead managers which may be appointed in relation to the Offer are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)

Re: Proposed initial public offering of equity shares of face value of ₹ 5 (the “Equity Shares”) of India Shelter Finance Corporation Limited (the “Company”) comprising a fresh issue of Equity Shares by the Company (“Fresh Issue”) and an offer for sale of the Equity Shares by certain existing shareholders of the Company (“Offer for Sale” and together with the Fresh Issue, the “Offer”)

Dear Sir(s),

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale by the Selling Shareholders (“**Offer for Sale**” and such Equity Shares, the “**Offered Shares**”) (Offer for Sale and together with the Fresh Issue, the “**Offer**”), through the book building method as prescribed in Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) (“**Book Building Process**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto, each as amended (the “**Companies Act**”), and other Applicable Laws (as defined herein) at such price as may be determined or discovered based on the Book Building Process (the “**Offer Price**”). The Offer will be made (i) in the United States only to persons reasonably believed to be “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) under Section 4(a) of the U.S. Securities Act; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations in “offshore transactions” as defined in and in reliance on Regulation S under the U.S. Securities Act, as amended (“**Regulation S**”); and (iii) outside the United States and India, in offshore transactions in reliance on Regulation S and the applicable laws of the jurisdiction where those offers and sales occur. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO

Placement will be reduced from the Fresh Issue, subject to compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957. Our Company, in consultation with the BRLMs, may consider a private placement of Equity Shares as may be decided by the Board, to certain investors for an amount aggregating up to ₹ 2,000 million, as permitted under applicable laws on or prior to the date of the Red Herring Prospectus (“**Pre-IPO Placement**”). The Pre-IPO Placement, if undertaken, will be at a price to be determined by our Company, in consultation with the BRLMs. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue, subject to compliance with rule 19(2)(b) of the SCRR. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue.

2. The Company and Selling Shareholders have approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India (“**SEBI**”), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar and Share Transfer Agent to the Offer by the Company and the Selling Shareholders, after consultation with the BRLMs, in accordance with the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”). In this regard, the Registrar has entered into the Registrar Agreement dated August 3, 2023 with the Company and the Selling Shareholders.
3. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount (“**ASBA**”) and Unified Payments Interface (“**UPI**”)) and other Applicable Laws in so far as the same is applicable to the Assignment undertaken pursuant to the Registrar Agreement and the time prescribed within which the Assignment and the allotment and listing of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any error, failure, deficiency or default on its part.
4. The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000000221 to act as a registrar to the Offer (the terms and conditions detailed in the Registrar Agreement) including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the “**Assignment**”. The Assignment includes all responsibilities required to be discharged by the Registrar to the Offer, as applicable under the various rules and regulations prescribed by SEBI as empowered under the provisions of the SEBI Act and the SEBI RTA Regulations, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board of Directors by its resolution dated July 13, 2023 has approved the appointment of **KFin Technologies Limited** as the Registrar to the Offer, as per the terms and conditions detailed in this Agreement.
5. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is error or failure by the Registrar in performing the Assignment and/ or the Registrar fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Offer.
6. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, and skill, in accordance with Applicable Law and within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity and Applicable Laws. The Registrar further represents, warrants, and undertakes to each of the BRLMs, to:
 - (a) fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer including any instructions in relation to requirements specified under SEBI Circular No.: SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI Circular No.: SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (“**SEBI RTA Master Circular**”) any other applicable laws, and subsequent circulars or notifications issued by SEBI in this regard.
 - (b) ensure compliance with Applicable Laws including and not limited to the provisions of (i) the SEBI

Circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI Circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI Circular No. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, (vii) the SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (viii) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (ix) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022; (x) SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022; (xi) SEBI RTA Master Circular; (xii) SEBI Circular No. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023; and any subsequent circulars or notifications issued by SEBI in this regard; and (xiii) the SEBI ICDR Regulations along with all/any amendments, changes, subsequent circulars issued by the SEBI from time to time in this regard and any other Applicable Laws.

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

7. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the BRLMs to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the BRLMs and their respective affiliates and each of their respective affiliates, directors, promoters, management, representatives, officers, employees, associates, advisors, successors, permitted assigns, intermediaries and authorised agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, (collectively, along with the BRLMs, the “**BRLMs’ Indemnified Parties**”) for any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest costs, penalties, attorney’s fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the delivery of services by the Registrar as contemplated under the Registrar Agreement or performance of the Registrar’s duties, obligations and responsibilities under the Registrar Agreement, this Letter of Indemnity, and Applicable Law, or in connection with any fine imposed by SEBI or any other governmental, judicial, quasi-judicial, statutory, regulatory, administrative authority against any of the BRLMs’ Indemnified Party.
8. The Registrar agrees that the duties, responsibilities, and obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis* and all terms and conditions as mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable, to the BRLMs. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholder is sufficient consideration for this Letter of Indemnity.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that that the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf (collectively, the “**Indemnifying Parties**”), shall, at its own cost and expense, indemnify, defend and hold each of the BRLMs’ Indemnified Party free and harmless at all times from and against any and all suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses, including without limitation, interest, penalties, attorney’s fees, accounting fees, losses arising out of, or in connection with (i) any breach or alleged breach or failure, deficiency, omission or error in performance of any representation, warranty or undertaking, the Registrar’s duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement, or this Letter of Indemnity or with respect to Assignment, by Indemnifying Parties; or (ii) any violation or alleged violation or failure, delay/default in compliance of any provision of law, regulation or order of any court, legal,

regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority by the Indemnifying Party; or (iii) any failure, delay, error, omission, breach, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity by the Indemnifying Party; or (iv) if any information provided by the Indemnifying Party to any of the BRLMs' Indemnified Party is untrue, incomplete or incorrect in any respect; or (v) any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, statutory, regulatory, administrative authority against any of the BRLMs' Indemnified Party, or as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar or any of the Indemnifying Parties in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement, this Letter of Indemnity including any compensation, liabilities and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the BRLMs including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI RTA Master Circular and/or any other Applicable Laws and any subsequent circulars or notifications that may be issued by SEBI in this regard; or (vi) responding to queries relating to such services of the Registrar from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or a court of law; or (vii) the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach or alleged breach actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLMs' Indemnified Party is a party to such suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses. The Registrar shall further indemnify, reimburse and refund all costs incurred by each of the BRLMs' Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLMs' Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative, governmental, administrative and/or regulatory authority or a court of law.

10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLMs' Indemnified Party may have at common law, equity and/or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
11. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.
12. The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of Registrar Agreement and this Letter of Indemnity but shall not have any obligations or liabilities to the Registrar or the Company or any of the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable, but in the event of inconsistency or conflict between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
14. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of

its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.

15. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"), as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Gurugram, India. The arbitral award shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator each. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 15 days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration Act. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The disputing parties shall share the costs of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitrators. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Gurugram, India shall have sole and exclusive jurisdiction over any dispute arising out of the arbitration proceedings mentioned hereinabove, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
16. All capitalised terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Offer Documents, as may be applicable.
17. This Letter of Indemnity may be executed in one or more counterparts/originals including counterparts/originals transmitted by facsimile/electronic mail, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.
18. This Letter of Indemnity may be executed by delivery of an e-mail copy or portable document format ("**PDF**") format copy of an executed signature page with the same force and effect as the delivery of an executed signature page. In the event any of the parties electronically delivers a copy of a signature page to this Letter of Indemnity or in PDF, such party shall deliver an executed signature page in the original, as soon as reasonably practicable; provided, however, that the failure to deliver any such executed signature page in the original shall not affect the validity of the signature page delivered electronic or in PDF format or that of the execution of this Letter of Indemnity.
19. Any notices and/or communication relating to this Letter of Indemnity shall be strictly effective upon receipt and shall, except as otherwise expressly provided herein, be sent by hand delivery, by registered post or airmail, or by electronic mail transmission to:

In case of the BRLMs, to:

ICICI SECURITIES LIMITED

ICICI Venture House
Appasaheb Marathe Marg, Prabhadevi
Mumbai 400 025
Maharashtra, India
Email: prem.d Cunha@icicisecurities.com
Attention: Mr. Prem D'Cunha

CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED

1202, 12th Floor
First International Financial Center

G-Block, C54 & 55, Bandra Kurla Complex
Bandra (East), Mumbai 400098
Maharashtra, India
Email: vedika.yashodhanchitnis@citi.com
Attention: Vedika Yashodhan Chitnis

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

1st Floor, 27 BKC, Plot No. 27
G Block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India
Email: india.shelter.ipo@kotak.com
Attention: Arun Mathew

AMBIT PRIVATE LIMITED

Ambit House
449, Senapati Bapat Marg
Lower Parel, Mumbai 400 013
Maharashtra, India
Email: indiashelter.ipo@ambit.co
Attention: Vikas Khattar

In case of the Registrar, to:

KFIN TECHNOLOGIES LIMITED

Selenium Tower B, Plot No.31-32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032, Telangana, India
Telephone: 040-67162222/1800 309 4001
E-mail: einward.ris@kfintech.com
Contact person: M. Murali Krishna, VP

Copies of any notice sent to any Party shall also be marked and delivered to each of the other Parties to this Agreement. Any Party hereto may change its address by a notice given to the other Parties hereto in the manner set forth above.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BRLMS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER, AND THE REGISTRAR.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the parties hereto or their duly authorised signatories on the day and year first above written.

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

Name:
Designation:

[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BRLMS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER, AND THE REGISTRAR.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the parties hereto or their duly authorised signatories on the day and year first above written.

For and on behalf of **ICICI SECURITIES LIMITED:**

Name:
Designation:

[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BRLMS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER, AND THE REGISTRAR.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the parties hereto or their duly authorised signatories on the day and year first above written.

For and on behalf of **CITIGROUP GLOBAL MARKETS INDIA PRIVATE LIMITED:**

Name:
Designation:

[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BRLMS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER, AND THE REGISTRAR.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the parties hereto or their duly authorised signatories on the day and year first above written.

For and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED:**

Name:

Designation:

[Remainder of the page intentionally left blank]

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMNITY PROVIDED BY THE REGISTRAR TO THE BRLMS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH SELLING SHAREHOLDER, AND THE REGISTRAR.

IN WITNESS WHEREOF, this Letter of Indemnity has been executed by the parties hereto or their duly authorised signatories on the day and year first above written.

For and on behalf of **AMBIT PRIVATE LIMITED:**

Name:
Designation:

[Remainder of the page intentionally left blank]