



महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००२०
- 2 MAY 2023
सक्षम अधिकारी

श्रामती सुकसिनी पवार

This Stamp paper forms an Integral Part
of the Register Agreement dated July 18, 2022
entered into by and amongst Suresh Estate
Developers Limited and Link Intime India
Private Limited.



जोडपत्र - १ Annexure - 1

फक्त प्रतिज्ञासाठी / Only For Affidavit
मुद्रांक विक्रेता-याचे नाव : **Suraj Estate Developers Limited**
3rd Floor, Aman Chambers, Century Bazaar,
Prabhadevi, Mumbai - 400 025.
मुद्रांक विक्रेता-याचे रजिस्ट्ररी पत्ता : Call : 91-22-2437 7877 + 2436 0802.
www.surajestate.com
मुद्रांक विक्रीयासाठी मंदा खर्च क्रमांक : 116 दिनांक : 18 MAY 2023

मुद्रांक विक्रेता-याचे मन्दी : मुद्रांक विक्रेताची सही
विक्रीचे विक्रेतापत्ता : इंदिरा नॅक्शियेन्टस् मल्टि स्टेट
पत्ताना क्र. : ८०००२० मल्टि पॉप्युलर-ऑपरेटिव्ह सोसायटी लि
हार्ड कोर्ट, एलस्टॅशम फ्लिडिंग, तळ भजला, गावा नं.
फोर्ट, मुंबई - ४०००३२.

प्रशासकीय कार्यवाहीसाठी / न्यायपालिका क्रमांक सात दहा
कागजाती आवश्यक नाही. (शासन आदेश दि. ०१/०७/२००४ अनुसार)
ज्या कारणासाठी ज्वानि मुद्रांक खर्च करून त्याच कारणासाठी मुद्रांक खर्च
करण्यापासून ६ महिन्यात वापरने बंधनकारक आहे.

18 MAY 2023

विदेशी नॅक्शियेन्टस् नाईक

१८ MAY २०२३



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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००२०
- 2 MAY 2023 ✓
सक्षम अधिकारी

श्रीमती वृषा सावंत

This Stamp paper forms an integral part of the Register Agreement dated July 18, 2023 entered into by and among Surety Estate Developer limited and Kall Estate Private Limited.



जोडपत्र - १ Annexure - 1

फक्त प्रतिज्ञासाठी / Only For Affidavit
मुद्रांक विकत घेणा-याचे नाव : **Suraj Estate Developers Limited**
3rd Floor, Aman Chambers, Century Bazaar,
Prabhadevi, Mumbai - 400 025.
मुद्रांक विकत घेणा-याचे रजिष्टरी पत्ता : Call : 91-22-2437 7877 / 2436 0802
www.surajestate.com
मुद्रांक विक्रीसाठीचे नंदा वही क्रमांक : 81 दिनांक : 18 MAY 2023

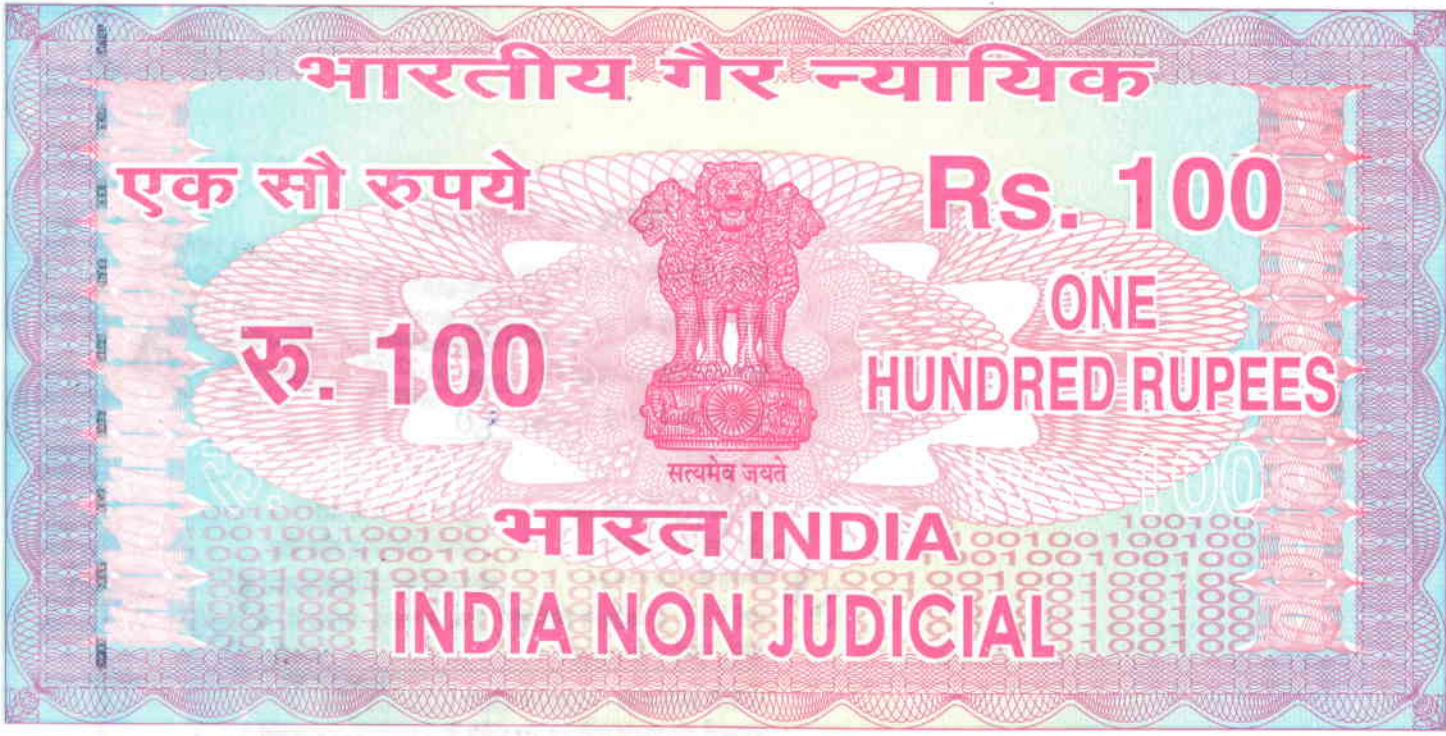
मुद्रांक विकत घेणा-याचे म्ही : मुद्रांक विक्रीसाठीची राहो
मुद्रांक विकत घेणा-याचे ठिकाण/पत्ता : इंदिरा नॅशनल मॉडर्न मॉल स्टेट
मुद्रांक विकत घेणा-याचे पत्ता नं. : 6000020 मुद्रांक विकत घेणा-याचे ठिकाण/पत्ता : मॉल परिसर को-ऑपरेटिव्ह सोसायटी लि
हार्द कोर्ट, एनस्टॅशन बिल्डिंग, राऊड भगलता, गाहा नं.
फोर्ट, मुंबई - 400032.

प्रशासकीय कार्यालय/ न्यायालय/ न्यायालयीन कार्यालय/ न्यायालयीन कार्यालय
कायदाशी आवश्यकता नाही. (शासन आदेश दि. 01/09/2004 अनुसार)
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
केल्यापासून 6 महिन्यात वापरने बंधनकारक आहे.

इसके प्रमाणे कोर्टात जाऊन
०१/०९/२००४ नं. १०००२०
१. ६०००२० -
दिनांक १८/०५/२०२३

18 MAY 2023

विदेशी नॉन रेसिडेंट नाईक



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प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००२०
- 2 MAY 2023
सक्षम अधिकारी

श्रीमती वृषा सावंत

This stamp paper forms an integral part
of the Register Agreement dated July 18, 2023,
entered into by and among Swig® Estate
Developers Limited and Ashish Time India
Private Limited.



जोडपत्र - १ Annexure - 1

फक्त प्रतिज्ञासाठी / Only For Affidavit
Suraj Estate Developers Limited
 3rd Floor, Aman Chambers, Century Bazaar,
 Prabhadevi, Mumbai - 400 025.
 Call : 91-22-2437 7877 + 2436 0802
 www.surajestate.com

मुद्रांक विक्रेता-याचे सही : मुद्रांक विक्रेताची सही
 मुद्रांक विक्रेताचे ठिकाण/पत्ता : ईशान्य प्रॅक्टेसियल मॉल्टि स्टेट
 परधाना क्र. : ८००००२० मॉल्टि फॉर्म को-ऑपरेटिव्ह सोसायटी लि
 हार्ड कोर्ट, एक्सप्लॅशन पिल्डिंग, लळ भजला, गाला नं. ४४
 फोर्ट, मुंबई - ४०००३२.

प्रशासकीय कार्यवाहीसमोर / न्यायप्रसंगी प्रकृतिये तक्रार करणेबाबत
 कायदाशी आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४ अनुसार)
 ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
 केल्यापासून ६ महिन्यात वापरने बंधनकारक आहे.

18 MAY 2023

विद्येश नरेश नाईक

ESOS YAM'S -
 गिळगिळीत ठाकूर

गिळगिळीत ठाकूर



REGISTRAR AGREEMENT

DATED JULY 18, 2023

BY AND AMONG

SURAJ ESTATE DEVELOPERS LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED



This Registrar Agreement (the “**Agreement**”) is made at Mumbai on the 18th day of July, 2023 by and among:

- 1) **SURAJ ESTATE DEVELOPERS LIMITED**, a public limited company incorporated under the laws of India and having its registered office and corporate office at 301, 3rd Floor, Aman Chambers, Veer Savarkar Marg, Opp. Bengal Chemicals, Prabhadevi, Mumbai - 400 025, Maharashtra, India, (hereinafter referred to as the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
- 2) **LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

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

WHEREAS,

1. The Company propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (“**Equity Shares**” and such offer, the “**Issue**”), through the book building method (“**Book Building**”), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”), at such price as may be determined or discovered based on Book Building and as agreed to by the Company in consultation with the book running lead managers to the Issue, namely Anand Rathi Advisors Limited and ITI Capital Limited (the “**Book Running Lead Managers**” or “**BRLMs**”), in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Laws (as defined below). The Issue consists of fresh issue of Equity Shares by the Company.
2. The board of directors of the Company (“**Board**”) has, pursuant to its resolution dated May 26, 2023, approved the Issue. Further, the Issue has been approved by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, 2013 at the extra-ordinary general meeting of the Shareholders of the Company held on May 30, 2023.
3. The Company has appointed Anand Rathi Advisors Limited and ITI Capital Limited as the BRLMs to manage the Issue on such terms and conditions as agreed with them.
4. The Registrar is an entity registered with the Securities and Exchange Board of India (the “**SEBI**”) under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) and has a valid and subsisting registration no. INR000004058 to act as the registrar to the Issue.
5. The Company has approached the Registrar to act as the registrar to the Issue in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and such Assignment includes all responsibilities required to be discharged by a registrar to an issue in the manner as required under the applicable rules and regulations including the RTA Regulations and applicable provisions of the Securities and Exchange Board of India Act, 1992 (the “**SEBI Act**”), and the Registrar has accepted the Assignment. The IPO Committee of the Company by their resolution dated July 10, 2023 have approved the appointment of Link Intime India Private Limited as the Registrar to the Issue as per the terms and conditions detailed in this Agreement.
6. In terms of Regulation 9A (1)(b) of the RTA Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Parties for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.
7. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except



Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Issue. Retail individual investors (“RIIs”) may also participate through the unified payment interface (“UPI”) process, in accordance with, and based on the timeline prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular number SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 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 in this regard (collectively, the “UPI Circulars”), and any other applicable law. The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

8. All capitalised terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be filed with SEBI and the Registrar of Companies, Mumbai and BSE Limited and National Stock Exchange of India Limited (“Stock Exchanges”), as may be applicable in relation to the Issue.
9. Further, the Company shall, to the extent permissible under the terms of this Agreement and applicable law, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLM.

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

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- i. words denoting the singular number shall include the plural and vice versa;
- ii. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- iii. references to the words “include” and “including” shall be construed without limitation;
- iv. references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated;
- v. references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- vi. any reference to any Party to this Agreement or any other agreement or deed or instrument shall include the successors or permitted assigns;
- vii. in this Agreement, the term “ASBA” shall mean the application (whether physical or electronic) used by



an ASBA Bidder to make a Bid by authorizing a Self Certified Syndicate Banks (“SCSBs”) to block the Bid Amount in the ASBA Account and will include applications made by RIIs using the UPI Mechanism, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIIs;

- viii. references to a section, clause, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to a section, paragraph, schedule or annexure of this Agreement;
 - ix. references to the Issue Documents shall mean the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus as of their respective dates;
 - x. time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
 - xi. 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;
 - xii. in this Agreement, the term “Working Day” shall mean all days on which commercial banks in Mumbai are open for business; provided, however, with reference to (a) announcement of Price Band; and (b) Bid / Issue Period, “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; (c) the time period between the Bid/Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays, as per the circulars issued by SEBI.
 - xiii. the Parties acknowledge and agree that the schedules attached hereto form an integral part of this Agreement; and
 - xiv. all capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus issued in relation to the Issue, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Maharashtra at Mumbai (the “RoC”) and also with the Stock Exchanges, as applicable, and the Issue Agreement to be executed between the Company and the BRLMs, as the case may be in relation to the Issue.
2. The Company hereby appoint Link Intime India Private Limited as the Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of the appointment and signing this Agreement. Notwithstanding anything contained to the contrary in this Agreement, (i) the rights and the obligations of the Company hereunder shall be joint and several; (ii) no Party shall be liable for any default by another Party.
3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act, and the SEBI ICDR Regulations) in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner, in compliance with applicable law, and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar represents, warrants, declares and undertakes that:
- a) The certificate of registration dated July 15, 2014, bearing registration number INR000004058 (as enclosed) issued to the Registrar by SEBI shall remain in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar shall keep the Company and the BRLMs informed in writing on an immediate basis if due to any unavoidable / regulatory reasons, its registration with SEBI is



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

- b) It shall keep and maintain the books of accounts and documents specified in Regulations 14 and 15 of the RTA Regulations, in respect of the eight preceding financial years or any such later period as may be prescribed under Applicable Laws. Further, any and all records / documents referred to and forming part of the annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOPI/CIR/P/2018/73 dated April 20, 2018, shall also be preserved and maintained by the Registrar for period not less than eight years after completion of the Issue or such later period as may be prescribed under Applicable Laws.
- c) It is not an associate and shall not be deemed to be an associate of the Company for the purposes of the RTA Regulations.
- d) It has a clean track record and no penalty has been imposed upon it by SEBI in the past, except in the case of adjudication order no. Order/BM/JR/2022-23/23296 – 23297 dated January 31, 2023, passed in the matter of a complaint by Pushpaben Rasiklal Patel. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI, or any other statutory, regulatory or supervisory authority, or court/ tribunal and that it is not debarred or suspended from carrying on its activities as a 'Registrar to an Issue' including the activities in relation to the Assignment, by SEBI or any other regulatory authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company and the BRLMs of such orders in writing and cooperate at no additional cost to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the BRLMs in consultation with the Company. In the event, the Company, the BRLMs and/or the BRLM's respective affiliates and partners, directors, management, representatives, officers, employees, successors, advisors and agents (collectively, the "**BRLM's 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 and/or the BRLM's Indemnified Parties, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined hereinafter), as applicable.
- e) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the BRLMs, the BRLM's Indemnified Parties and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the bid cum application form and unless otherwise stated or implied, (including an anchor investor) ("**Bidders**"). The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company, the BRLMs and any other person in relation to the Issue, including any other intermediary 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.
- f) It shall make adequate disclosure to the Company and the BRLMs of any existing and/ or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service during the course of this Assignment. It shall immediately notify the Company and the BRLMs in writing of delays or errors in completion of any of the formalities in the performance of the Assignment and other services indicated herein and shall indemnify the Company and the BRLMs for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company and



the BRLMs, may provide in respect of the Issue.

- g) It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per Applicable Laws, including the SEBI ICDR Regulations, UPI Circulars, the Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the guidelines, regulations, notifications and circulars issued by SEBI and the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time including the Listing Regulations. It shall also ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company and the BRLMs of any anticipated or actual delay or error in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company and the BRLMs for any losses caused due to such error or delays committed while completing any formalities. It shall indemnify the Company and the BRLM's Indemnified Parties, for any losses caused due to such errors or delays.
- h) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as stipulated in the RTA Regulations or other applicable laws to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Issue correspondences.
- i) 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.
- j) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- k) It shall cooperate and comply with any instructions that the Company and the BRLMs may provide in respect of the Issue, provided that they do not give any instructions which are in violation of any applicable law.
- l) It has connectivity with the depositories, namely the National Securities Depository Limited (the "NSDL") and Central Depository Services (India) Limited (the "CDSL", and collectively with NSDL, the "Depositories").
- m) It undertakes that the Demographic Details given by the Bidders in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Issue.
- n) It is not subject to any litigation, or injunction or order of SEBI or any, court or regulatory, statutory, judicial and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as a registrar in relation to any public offering by a company, including the Issue. It shall immediately notify the Company and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory authority.
- o) It is duly incorporated and validly exists under applicable law and 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 by the Registrar does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.



- p) In the event the Registrar is unable to continue to act as a Registrar to the Issue at any point of time, due to any order, injunction, direction of any statutory or regulatory or judicial authority, or otherwise it shall immediately inform the Company and the BRLMs in writing and take steps, in consultation with and as per the directions of the Company and the BRLMs, and for a smooth transition of the data held by the Registrar in relation to the Issue and the Equity Shares (at no cost to the Company or BRLMs for such transition) to another registrar as may be appointed by the Company in consultation with the BRLMs. However, the Registrar shall continue to be liable for any acts done prior to such transition.
- q) It shall keep the Company and the BRLMs fully informed in writing about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, judicial, administrative or statutory authority from time to time. It shall also immediately inform the Company and the BRLMs in case of any change in its constitution or status.
- 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.
- s) It shall hand over to the Company all records/data and all related documents which are in its possession in its capacity as a registrar within 15 days from the date of termination of this Agreement or within 15 days from the date of cancellation of its certificate of registration as a registrar, whichever is earlier.
- t) It 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 Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and BRLMs are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar.
- u) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018 and the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars.
- v) It confirms that the novel coronavirus disease (“COVID-19”) pandemic and government lockdowns and other measures taken in response thereto have not resulted in any material adverse effect on it or its ability to perform in full its obligations under the Assignment, and it shall provide all assistance in formulating and implementing any plan and take all necessary measures to ensure that the timelines and other requirements prescribed under applicable laws and as agreed by the Company and BRLM are met.
4. The Company hereby declares that it has complied with and agree to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, as amended, and all other applicable laws, rules, regulations and guidelines, as required, to enable it to make the Issue. The Company also agree that it will coordinate with the Registrar and that it will not give any instructions which are in violation of any applicable law or legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. In case the Company give any instructions pertaining respectively to them, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company and the BRLMs in writing about such instructions pursuant to which the Company will be free to withdraw/ modify/ clarify such instructions.
5. This Agreement entered into between the Parties is for engaging Link Intime India Private Limited as the Registrar to the Issue and does not in any way bind the Company to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as their registrar and share transfer agent by the Company other than Link Intime India Private



Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Issue in a format compatible to the registrar and share transfer agent appointed by the Company without any additional charges.

6. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon mutually between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Issue specified in this Agreement, the Underwriting Agreement, the Escrow and Sponsor Bank Agreement, the Syndicate Agreement, any other agreement(s) executed in relation to the Issue to which it is a party and the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be issued by the Company in relation to the Issue (collectively, the “**Issue Documents**”). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue, logo and other requisite details required under applicable law, in the Issue Documents and in all such other documents as are required for the Issue and agrees to provide a consent letter in a form and manner satisfactory to the Company and the BRLMs.
7. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
 - a) To enter into the ‘Escrow and Sponsor Bank Agreement’ with the Company, the BRLMs, the syndicate members and the Bankers to the Issue, as applicable, wherein the Registrar shall issue requisite instructions to the Bankers to the Issue in terms of the Escrow and Sponsor Bank Agreement;
 - b) To enter into a ‘Syndicate Agreement’ with the Company, the BRLMs and the syndicate members and an ‘Underwriting Agreement’ with the Company and the Underwriters in terms of which the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
 - c) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (“**ISIN**”) and for finalizing the tripartite agreement to be entered into with the Company and the Depositories;
 - d) Facilitating dematerialisation, if required, of the Equity Shares held by the existing shareholders of the Company and of any other persons as may be required under applicable law prior to the filing of the Draft Red Herring Prospectus.
 - e) Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, if any to Equity Shares prior or post the filing of the Draft Red Herring Prospectus, as may be required under applicable law;
 - f) Provide detailed instructions to the Bankers to the Issue, SCSBs, members of Syndicate, Collecting Depository Participants (“**CDPs**”), sub-Syndicate members/ agents, Registrar and Transfer Agents registered with SEBI (“**RTAs**”) and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Issue (collectively, the “**Designated Intermediaries**”), including the format and timeline of receipt of information;
 - g) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA and the UPI Mechanism is required;
 - h) Finalizing with the Company and the BRLMs on the amount of processing fees, brokerage and commission payable to SCSBs in respect of syndicate ASBA, fees payable to the Sponsor Bank for Bids made by Retail Individual Bidders using the UPI Mechanism and brokerage and selling commission for the Designated Intermediaries;



- i) Ensuring that, with respect to RII using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- j) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as issuer banks for UPI

- k) Intimating to the Designated Intermediaries before opening of the Issue, the basis of the commission/processing fees payable, the Bid/Issue Opening Date and Bid/Issue Closing Date, including details of revision in Price Band, Floor Price, Bid/Issue Period, if any;
- l) Providing inputs for finalizing the Bankers to the Issue and assist in identification of the collecting branches at the collection centres, finalized;
- m) Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
- n) Follow up with the Sponsor Bank, Bankers to the Issue and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with the Sponsor Bank, Banker to the Issue and SCSBs and advising the members of the syndicate to be appointed by the BRLMs through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- o) The sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs and the Sponsor Bank, as the case may be, including the syndicate SCSBs, participating in the Issue, within two Working Days from the closure of the Issue;
- p) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- q) It shall receive pending application for unblock submitted with it, not later than 12:30 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.
- r) To obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- s) To review the sections related to offer procedure in the Issue Documents and confirm their accuracy;
- t) Receiving and providing inputs to the Company and the BRLMs for designing and printing the Bid cum Application Forms and ensuring that the Floor Price or the Price Band is pre-filled in the Bid cum Application Forms made available on the website of the Stock Exchanges and with the Designated Intermediaries;
- u) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued under the Fresh Issue;



- v) Preparing the Confirmation of Allocation Note (“CAN”), and the revised CAN, for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Issue related stationery;
- w) Collecting within the timelines provided by the Company and the BRLMs:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the BRLMs, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Banks within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;
 - ii. the electronic Bid file/data from the Stock Exchanges;
 - iii. Coordination and obtaining certificate of blocked funds, in respect of Bids made by RIIs by way of UPI from Sponsor Bank after closure of Bid/ Issue Closing Date;
 - iv. 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, from each Designated Intermediary and the Sponsor Bank;
 - v. soft and hard copies, as applicable, of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank/Stock Exchanges, as applicable, and in relation to the Anchor Investors, the Anchor Investor Application Form from the BRLMs and the data/information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks; and
 - vi. PAN, DP ID, Client ID, UPI ID and other demographic details of valid beneficiary accounts from the Depositories.

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

- x) The Registrar shall ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms;
- y) To process all Bids along with the bank schedules received from the Designated Intermediaries and the Bankers to the Issue in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- z) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- aa) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company and the BRLMs;
- bb) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Issue Documents and rejecting such Bid cum Application Forms in consultation with the Company and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms;



- cc) On closure of the Issue, collect the Bid file from the Stock Exchanges/ the BRLMs and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the BRLMs and the concerned Designated Intermediary of the erroneous Bids which will be considered as invalid;
- dd) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Bank to all the SCSBs and the Escrow Collection Bank, who shall use such information for validation;
- ee) To inform the Designated Intermediaries and the BRLMs of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- ff) To reconcile the compiled data received from the Stock Exchanges with the details of collection/blocked amount received from the Escrow Collection Bank, the Sponsor Bank, the SCSBs and the BRLMs, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- gg) To reject the Bids in case the DP ID, UPI ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
- hh) To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number);
- ii) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Issue Closing Date or such earlier time as may be prescribed under applicable law;
- jj) To coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) for submission of provisional and final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law
- kk) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank who shall use such information for due validation;
- ll) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- mm) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Issue Documents;
- nn) To complete validation of beneficiary account details;
- oo) To immediately inform the Company and the BRLMs in case of any requests for withdrawals during the Bid/Issue Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Issue Closing Date;
- pp) To ensure that SCSBs applying through the ASBA process shall apply in the Issue through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;



- qq) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Issue Documents along with the BRLMs and the Company;
- rr) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company and the BRLMs;
- ss) To communicate to the Company and the BRLMs at the earliest in the event of discrepancy between online system of the Stock Exchanges and the Banker to the Issue/ SCSB's data;
- tt) To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Issue as may be agreed between the Company, the BRLMs and the Registrar, on a daily basis at the end of the Bidding to the Company and the BRLMs;
- uu) To provide exceptions to enable the Company and the BRLMs to take decision on the Bids;
- vv) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- ww) To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the BRLMs, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- xx) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank and the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018 and the UPI Circulars on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the UPI Circulars;
- yy) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the closure of the Issue or such other date as may be prescribed under applicable law;
- zz) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- aaa) To send the Confirmation of Allocation Note to the Anchor Investors and the Allotment Advice to ASBA Bidders as applicable who have been Allotted Equity Shares in the Issue;
- bbb) In relation to Bids made in the QIB Portion, match/validate the QIB Bid file details with the Demographic Details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies;
- ccc) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;



- ddd) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs; to deliver communication to the Company and the BRLMs at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the BRLMs, the Sponsor Bank, Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- eee) To deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the SCSBs who shall use such information for validation at their end;
- fff) To provide correct data in time, and in no event later than two Working Days from the closure of the Issue or such other time as may be prescribed under applicable laws, to enable the Company in consultation with the BRLMs to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- ggg) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN (if any), Allotment Advice in consultation with the Company and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Basis of Allotment and to assist the Company in its corporate action for credit of Equity Shares upon Allotment/lock-in for pre-Issue capital within the timeline prescribed by SEBI from time to time, and in giving instructions to the Depositories to carry out the corporate action for credit of Equity Shares upon allotment/ lock-in for the pre-Issue capital as per the SEBI ICDR Regulations within three Working Days from the Bid/Issue Closing Date and in accordance with the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI and applicable law from time to time;
- hhh) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Designated Intermediaries and the BRLMs, including:
- i. Bids from the online bidding system of the Stock Exchanges and Bids furnished by SCSBs, the Designated Intermediaries and the BRLMs;
 - ii. Particulars regarding the monies blocked in the ASBA Account 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 Public Issue Account, in accordance with the terms of this Agreement, the Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - v. Particulars relating to, rejected /withdrawn/ unsuccessful Bids.
- iii) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories;
- jjj) To prepare a distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company and the BRLMs);
- kkk) Prepare the following registers and other data:



- i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register; and
 - vii. Postal journal for documents mailed.
 - viii. Any other registers and/ or data as may be requested by the Company and/or BRLM in relation to the Issue
- III) To ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- mmm) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- nnn) Post communication of the Basis of Allotment by the Company, to prepare of list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account (“**Escrow Account**”) to the Public Issue Account and from Escrow Account to the Refund Account, as applicable;
- ooo) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSB for ASBA Bids; and (ii) Escrow Collection Banks/Sponsor Bank with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account within the timelines specified under Applicable Laws, including SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, and SEBI circular bearing no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 as amended by SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019 or as notified from time to time and the UPI Circulars:
- i. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;
 - ii. Amount to be transferred from the relevant ASBA Account/ UPI linked bank account or the Escrow Account to the Public Issue Account (or the Refund Account, if so required), for each valid Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Issue Account in accordance with the terms of this Agreement, the Issue Documents and under applicable law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case



maybe; and

- v. Providing 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.
- ppp) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant bank accounts/ issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Issue Documents, this Agreement, SEBI ICDR Regulations, or the circular, regulations issued by the SEBI, the Red Herring Prospectus and the Prospectus;
- qqq) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- rrr) To give instructions to the Depositories to carry out lock-in for the pre-Issue share capital of the Company and receive confirmation from the Depositories;
- sss) To dispatch letters of Allotment/Allotment Advice, refund orders, CAN (if any), unblocking/intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company and the BRLMs and assist the Company and the BRLMs in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Issue Documents and maintaining proper records of such refunds;
- ttt) 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;
- uuu) To revalidate refund orders, where permitted, if applicable;
- vvv) To carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- www) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLMs;
- xxx) Finalization of various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue BRLMs and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the Issue;
- yyy) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Issue Period and after closing of the Issue, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such period prescribed under applicable laws and are made available to the Company at regular intervals.
- zzz) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Issue monitoring reports, etc., within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLMs;
- aaaa) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;



- bbbb) To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company and the BRLMs during the Issue Period and after closing of the Issue;
- cccc) To 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 the Designated Stock Exchange;
- dddd) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- eeee) To coordinate with Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allotees/ non-Allotees to the BRLMs within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, as amended.
- ffff) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- gggg) To initiate corporate action to Allot Equity Shares to successful Bidders, after the approval of Allotment of Equity Shares;
- hhhh) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within six Working Days from the date of closure of the Issue or within such timeline as prescribed by SEBI from time to time;
- iiii) To give instructions to transfer the funds, as required, for eventual credit to the Company to in accordance with the Issue Documents and applicable laws;
- jjjj) To consolidate the list of subscriptions received through the Underwriters and evaluating their performance and/ or to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- kkkk) To provide data to assist the Company and the BRLMs in publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Bid/ Issue Opening Date and Bid/Issue Closing Date advertisements have appeared earlier;
- llll) To provide weekly reports to the Company and the BRLMs on the (i) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors; and (ii) status of redressal of investor complaints and pending investor complaints received in the format specified by the Company and the BRLMs;
- mmmm) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- nnnn) To provide detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Issue Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Issue



Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law;

- oooo) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018 and the SEBI Circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018 and the UPI Circulars;
- pppp) To ensure compliance with the UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
- qqqq) Providing data to the Company for necessary filings with the Reserve Bank of India;
- rrrr) Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- ssss) To provide assistance to the Company and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
- tttt) To provide in a timely manner all accurate information to be provided by it under this Agreement;
- uuuu) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Bidders in an initial public Issue in terms of the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018; and
- vvvv) At the time of finalization of the Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI circular bearing reference number IMD/FPIC/CIR/P/2018/114 dated July 13, 2018. Further, the Registrar shall obtain validation from the Depositories for the FPIs who have invested in the particular primary market issuance to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014, as amended.
- wwww) To submit the details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.
- xxxx) To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, not later than 2:00 pm on next Working Day following the Basis of Allotment. The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.
- yyyy) 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.

- zzzz) Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Issue BRLMs.
 - aaaaa) To provide the allotment/ revoke files to the Sponsor Bank by 8:00 PM on T+3 i.e, the day when the Basis of Allotment (BOA) has to be finalized.
 - bbbbbb) Subsequent to the receipt of the pending applications for unblock from the Sponsor Bank, to submit the bank-wise pending UPI applications for unblock to the SCSBs, not later than 6:30 PM on BOA+1
 - ccccc) To perform the duties and processes as required and applicable in terms of SEBI vide Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, circular no SEBI/HO/CFD/DIL2/P/CIR/2021/570 June 02, 2021 and any other circulars/ amendments issued in this regards, as may be applicable to the Issue.
8. In connection with the Issue, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable law, including the RTA Regulations and for the minimum duration prescribed under applicable law, without limitation, the following:
- a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in respect of the Issue, the data/ information received from the SCSBs and the Sponsor Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges and data received from the Bankers to the Issue;
 - b) all the electronic records, including reconciled data, bank schedules and certificates, relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLMs and the Designated Intermediaries;
 - c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
 - d) particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn;
 - e) particulars relating to all the rejected/ withdrawn/ unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database;
 - f) Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details;
 - g) demographic details obtained from the concerned Depositories;
 - h) terms and conditions of the Issue of the Equity Shares;
 - i) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
 - j) list of names of successful Bidders and unsuccessful Bidders;



- k) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Issue;
- l) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA Accounts against valid Bids and the refunds to be returned/unblocked to the Bidders;
- m) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries;
- n) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- o) particulars relating to the monies to be transferred to the Public Issue Account from the
- p) reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank, SCSBs, BRLMs and the Bankers to the Issue and reconciliation between funds deposited with the Banker(s) to the Issue / Escrow Banks or any of their correspondent banks and total of amounts stated in Bid cum Application Form and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- q) reconciliation between funds deposited in the Bankers to the Issue or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;
- r) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Escrow and Sponsor Bank Agreement, the Issue Documents, the SEBI ICDR Regulations, and the Companies Act;
- s) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc. as applicable;
- t) details of demand drafts issued, if any, as applicable;
- u) records of correspondence in respect of investor complaints, grievances or queries;
- v) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, Client ID and UPI ID details;
- w) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;
- x) records of pre-printed Issue stationery, including CAN (if any), revised CAN (if any), Allotment Advice, refund intimations and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- y) complaint register containing details of the date of receipt of complaint, particulars of the complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and
- z) such other records as may be specified by SEBI, the Company, the Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Issue.

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



to electronic forms submitted with UPI as a payment mechanism, for a minimum period of three years.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares or such other period as may be specified under applicable laws. The Registrar shall provide the Company and the BRLMs or any of their respective assignees with any report that is required by them using the information specified above in a timely manner.

9. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any Confidential Information (as defined below) about the Company, the Issue or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Issue.

“Confidential Information” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs and the Company, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel and officers and auditors and advisors of the Company, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Issue, brokers to the Issue, Syndicate Members, SCSB, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, software or related technical information, know-hows, proprietary information, financials, processes, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, 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. Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

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

10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs and Bankers to the Issue 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 without delay, including providing the Bankers to the Issue with details of the amount to be refunded to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Issue or any of their correspondent banks.
11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:
- a) investors shall be sent first response within three Working Days after receipt of complaint;
 - b) the enquiries and/or complaints from 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 the Anchor Investors, refund of the monies received from the Bids (or part thereof) which are successful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with applicable law and to follow up with SCSBs for details of pending applications for unblocking of funds;
 - d) the Registrar has a proper system to track, address and redress investor complaints;
 - e) adequate steps are taken for proper allocation and Allotment and unblocking/refund of application monies without delay and as per applicable law;
 - f) for the electronic Bids which are rejected as invalid because of DP ID/UPI ID/ Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Bankers to the Issue and unblock/refund funds at the earliest;
 - g) uniform procedure is followed for the processing of Bid cum Application Forms;
 - h) it shall provide status update at periodic intervals to the Company and the BRLMs, including updates on the nature and status of all investor grievances;
 - i) it will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
 - j) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
 - k) it maintains an insider list in accordance with the directions of the Company; and
 - l) the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar acknowledges and shall comply with the SEBI circular IMD/FPIC/CIR/P/2018/114 dated July 13, 2018 in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 (“**FPI Regulations**”), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Issue shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Issue to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
14. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- a) creation of false market;
 - b) price rigging or manipulation;
 - c) passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company;
 - d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading;



and

- e) neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an Issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; 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.
15. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
- a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - b) it has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - c) it will immediately notify the Company and the BRLMs if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
 - e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.
16. Immediately on receiving the instructions from the Company and/or the BRLMs as the case may be, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Bank to unblock the ASBA Accounts, and/ or dispatch the refund orders, within the period specified in the Issue Documents and the Escrow and Sponsor Bank Agreement and applicable law. If the Company 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 refund the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Issue Documents and the Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company and/or the BRLMs or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying interest as per the applicable law. If the Company or the BRLMs are made liable to compensation/ damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, or the BRLMs for such compensation/damage, loss etc. incurred by the Company or the BRLMs, as the case may be.
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 Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Issue to any other person (except to the BRLMs and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) until the completion of the dispatch of Allotment 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. The Company agrees that it will have access to the applications or documents relating to the Issue at the office of the Registrar only (as indicated at Clause 19 below).
19. The Registrar will handle the Issue related work from its office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Issue.
20. The Company shall, on behalf of itself, make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment letters/ Allotment/Allocation advice, share certificate etc. within the timelines prescribed by SEBI from time to time. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount.
21. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of oversubscription, 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.
22. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary.
23. The Registrar shall extend all necessary support to the Company, the BRLMs and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA (including the UPI Mechanism).
24. The Post-Issue stationery including CAN/revised CAN (as applicable), certificates, letters of Allotment, Allotment/Allocation advices and refund orders shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Issue and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Issue stationery from the Stock Exchanges and Refund Bank(s).
25. The Registrar will finalize various post-Issue monitoring reports such as the three-day report including but not limited to, the final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue BRLMs and the Company, to be submitted to the SEBI within the stipulated time.
26. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Sponsor Bank/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
27. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Issue Documents and Applicable Laws, in consultation with the Company and the BRLMs.
28. The Company agree that 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.



29. The Company agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Issue, shall be as specified in **Schedule I** after deducting all taxes, duties and levies as per Applicable Law. All payments under this Agreement shall be made to the Registrar by the Company (in the first instance). The Issue related expenses shall be shared by the Company in the manner set out in the Issue Agreement.
30. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and provide certificates as may be requested by the BRLMs, including at the stage of closure of the Issue, rejection of Bids, etc.
31. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company decide to take any such insurance policy.
32. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure* as may be agreed to between the Parties, any of the Parties so affected may terminate this Agreement with mutual consent before the opening of the Issue. 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 15 Working Days from the date on which the event of *force majeure* occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 (fifteen) Working Days' notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof.
33. The Company in consultation with the BRLMs, will be entitled to terminate this Agreement in the event the Registrar's certificate of registration with the SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial and/or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
34. In the event the Company in consultation with the BRLMs, decide not to proceed with the Issue 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 the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company may, jointly or severally, terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination.
35. Further, the Company may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing.
36. If this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support at no additional cost, as may be required by the Company and the BRLMs or its newly appointed registrar to the Issue towards taking over duties and responsibilities as the registrar to the Issue. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
37. The Registrar shall redress complaints of the Bidders within five days of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the RTA Regulations and until the complaints arising out of the Assignment are finally



redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, and the BRLMs in a mutually agreeable format. Similar status reports shall also be provided to the Company, as and when required.

38. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
39. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of notice of such breach by the other Party and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, the BRLMs and their directors, officers, employees, representatives and successors and their respective agents and advisors for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three Working Days or such other timeline prescribed by SEBI from time to time upon being instructed by the Company and/or the BRLMs transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the BRLMs.
40. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless the BRLMs, the Company, their respective affiliates, partners, representatives, directors, officers, employees, and successors and their respective agents, affiliates and advisors (collectively the "**Indemnified Party**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs and all other demands which may be made or commenced against the Indemnified Party by any Bidders or holder of the Equity Shares issued/ transferred or by any other third party against the Indemnified Party 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 such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable law. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under applicable law. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Party, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial or regulatory action or proceeding in any jurisdiction related to or arising out of 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 or regulatory authority or a court of law. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Annexure A** to the BRLMs, to indemnify, at all times, the BRLMs for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. The Registrar acknowledges and unconditionally and irrevocable agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, and that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity.



However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct, provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Company, and each of their respective directors, officers, employees, advisors, affiliates and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory authority or court of law.

41. That the Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, Registrar is authorised by other parties to this agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to the Engagement. Accordingly, the Company agree that Registrar shall have no liability to them for any Loss arising directly from the use of electronic communications, except where caused by its own negligence.
42. The Registrar may have to provide certain information regarding the Bidders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
43. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post or email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/speed post on expiration of three working days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email upon transmission thereof, 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 Registrar:

Link Intime India Private Limited

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

To the Company:

Suraj Estate Developers Limited

301, 3rd Floor, Aman Chambers,
Veer Savarkar Marg, Opp. Bengal Chemicals,
Prabhadevi, Mumbai – 400 025,
Maharashtra, India
Attn: Shivil Kapoor, Company Secretary and Compliance Officer
Email: shivil@surajestate.com

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

44. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by the other Party and shall also be reported to the Company and



the BRLMs immediately.

45. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 (ten) days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitral tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company, and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended or any reenactment thereof and shall be conducted in English. The seat and venue of the arbitration shall be in Mumbai, Maharashtra, India. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies). The arbitral award shall state the reasons on which it is based and shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.
46. Subject to Clause 45 above, courts at Mumbai, Maharashtra, India shall have exclusive jurisdiction.
47. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
48. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Issue, provided that Clauses 2, 4(b), 4(d), 4(e), 7(ss), 8, 9, 14, 15, 38, 41, 44, 45, 46, 47, 48 and this Clause shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar, whether in physical copies or soft copies shall be handed over to the Company within one month from the date of termination of this Agreement or within one month from the date of cancellation of registration as a registrar, whichever is earlier. However, none of the obligation of Registrar will cease to have effect which is required under applicable law, post termination or expiry of this Agreement.
47. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and/or the BRLMs.
48. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.
49. 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.
50. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
51. This 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.



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

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year hereinabove written:

For and on behalf of **SURAJ ESTATE DEVELOPERS LIMITED**

A handwritten signature in blue ink, consisting of stylized, overlapping letters and numbers, likely representing the name Rajan Meenathakonil Thomas.

Authorized Signatory

Name: Rajan Meenathakonil Thomas

Designation: Chairman and Managing Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories, on the day and year hereinabove written:

For and on behalf of **LINK INTIME INDIA PRIVATE LIMITED**

Authorized Signatory 

Name: *Joyanth Gbarrle*

Designation: *vp*

SCHEDULE I

SCHEDULE OF FEES

Set forth below are the details of the fees payable to the Registrar for its performance of the Assignment and its obligations, as described in this Agreement:

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

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

Escrow Demat account charges- Rs 50,000/-

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

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

Applicable taxes would be levied separately.



SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

Note: The Registrar shall be responsible for ASBA-related activities, in accordance with SEBI's rules, regulations, guidelines and notifications. The scope of work of the Registrar in relation to ASBA will also include other practical points required during the Issue and in the post-Issue process, as may be directed by the Company or the Book Running Lead Managers, to the Registrar.

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



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



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


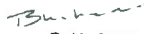


S. No.	Activity	Party Responsible
58.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post- Issue BRLMs	Registrar
59.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges	Registrar
60.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar

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 Issue and in the post- Issue process, as may be directed by the Company or the BRLMs, to the Registrar.



SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	FORM B 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 (Regulation 8) रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
001372	(Regulation 8)	Regulation 8A
PERMANENT REGISTRATION		
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-II में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में 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 <div style="text-align: center; margin: 10px 0;"> LINK INTIME INDIA PVT. LTD. C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE PANNALAL SILK MILLS COMPOUND L.B.S. MARG, BHANDUP (WEST) MUMBAI 400 078 </div> को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार प्रियाकलाप 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 INR000004058 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 canceled by the Board III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिवान्य है। III. Whose renewed, the certificate of registration is valid from		
स्थान Place MUMBAI	 तारीख Date JULY 15, 2014	आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  B. K. GUPTA प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory
*जो लागू न हो उसे काट दें। *Delete whichever is not applicable		

