भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DN 495638

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९
- 6 MAR 2025
सक्षम अधिकारी

श्रीमती. संगिता जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED APRIL 28, 2025 ENTERED INTO BY AND BETWEEN PRIORITY JEWELS LIMITED, AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

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जोडपत्र - २ Annexure - II

दस्ताचा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोंद वही अनु. क्रमांक/ दिनांक	1 8 MAR 2025
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन •	
मुद्रांक विकत घेणाऱ्याचे नाव	PRIORITY JEWELS LIMITED Plot No. 121, Street No. 15/18,
हस्ते असल्यास त्याचे नाव व पत्ता	Marol MIDC, Andheri (East) Mumbai - 400093
दुसऱ्या पक्षकाराचे नाव	Tel # 022-67679898
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८००००९
मुद्रांक विक्रेते नाव/पत्ता : ज्योती पी. दुआ
[illegible] बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

1 8 MAR 2025

भारतीय गैर न्यायिक

भारत INDIA

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पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA 2025 DN 495649

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. 1000009
- 6 MAR 2025
सक्षम अधिकारी

श्रीमती. संगिता जाधव

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जोडपत्र - २ Annexure - II

दस्ताचा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्रि नोंद वही अनु. क्रमांक/ दिनांक	18 MAR 2025
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन -	PRIORITY JEWELS LIMITED Plot No. 121, Street No. 15/18, Marol MIDC, Andheri (East) Mumbai - 400093 Tel # 022-67679898
मुद्रांक विकत घेणाऱ्याचे नाव	
हस्ते असल्यास त्याचे नाव व पत्ता	
दुसऱ्या पक्षकाराचे नाव	
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्र मांक : ८००००९
मुद्रांक विक्रिचे नाव/पत्ता : ज्योती पी. दुआ
६, कोंडाजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

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18 MAR 2025

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ DN 495650

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८००००९
- 6 MAR 2025
सक्षम अधिकारी

श्रीमती. संगिता जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED APRIL 28, 2025 ENTERED INTO BY AND BETWEEN PRIORITY JEWELS LIMITED, AND MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

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जोडपत्र - २ Annexure - II

दस्ताचा प्रकार/Nature of Document	AGREEMENT
मुद्रांक विक्री नोंद वही अनु. क्रमांक/ दिनांक	18 MAR 2025
दस्त नोंदणी करणार आहेत का ?	YES/NO
मिळकतीचे थोडक्यात वर्णन	PRIORITY JEWELS LIMITED
मुद्रांक विकत घेणाऱ्याचे नाव	Plot No. 121, Street No. 15/18, Marol MIDC, Andheri (East)
हस्ते असल्यास त्याचे नाव व पत्ता	Mumbai - 400093 Tel # 022-67679898
दुसऱ्या पक्षकाराचे नाव	
मुद्रांक शुल्क रक्कम	
मुद्रांक विकत घेणाऱ्याची सही	
मुद्रांक विक्रेत्याची सही	

परवाना क्रमांक : ८०००००९
मुद्रांक विक्रेचे नाव/पत्ता : ज्योती पी. दुआ
६, कोंडाजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२.

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18 MAR 2025

REGISTRAR AGREEMENT

DATED

APRIL 28, 2025

BY AND BETWEEN

PRIORITY JEWELS LIMITED

AND
MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY LINK INTIME INDIA PRIVATE LIMITED)

This Registrar Agreement (the "**Agreement**") is made at Mumbai, India on April 28, 2025 by and between:

1) **PRIORITY JEWELS LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Plot 121, Street No 15/18, MIDC Andheri (E), Mumbai, Maharashtra, 400093 (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**; and

2) **MUFG INTIME INDIA PRIVATE LIMITED (FORMERLY 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.**

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

WHEREAS

1. The Company proposes to undertake an initial public offering of up to 54,00,000 equity shares of face value of ₹10 each of the Company (the "**Equity Shares**", and such offering, the "**Issue**"). The Issue shall be undertaken in accordance with the requirements of the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Laws, through the book building process (the "**Book Building**"), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined through Book Building and as agreed to by the Company, in consultation with the Book Running Lead Manager to the Issue i.e. Mefcom Capital Markets Limited ("**Book Running Lead Manager**" or "**BRLM**"). The Issue will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations and in "offshore transactions" as defined in and in compliance with Regulation S under the U.S. Securities Act, as amended ("**Regulation S**"); and (ii) outside the United States and India, in "offshore transactions" as defined in and compliance with Regulation S and exemptions for non-public offerings where those offers and sales are made, and in each case, in compliance with Applicable Law. The Issue may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors by the Company, in consultation with the Book Running Lead Manager, in accordance with Applicable Laws (including the SEBI ICDR Regulations).

2. The board of directors of the Company (the "**Board**" or "**Board of Directors**") has pursuant to a resolution dated March 13, 2025 approved and authorized the Issue, in accordance with Applicable Laws. Further, pursuant to Section 62(1)(c) of the Companies Act, the Issue has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on March 13, 2025.

3. The Company, through the Board, has engaged the BRLM to manage the Issue on such terms and conditions as agreed with them. The BRLM has accepted their engagement in terms of the engagement letter, subject to such terms and conditions as agreed with them.

4. The Company is in the process of filing a draft red herring prospectus with the Securities and Exchange Board of India ("**SEBI**"), BSE Limited and National Stock Exchange of India Limited (together, the "**Stock Exchanges**") and will subsequently file the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Maharashtra at Mumbai (the "**RoC**") and file a copy of such Red Herring Prospectus and Prospectus with SEBI and the Stock Exchanges in relation to the Issue.

5. The Registrar is an entity registered with the Securities and Exchange Board of India (the "**SEBI**") under the Securities and Exchange Board of India (Registrar 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.

6. The Company through the Board by its resolution dated March 13, 2025 has agreed to appoint MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) as the Registrar to the Issue. The Company is appointing the Registrar as per the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and included all responsibilities required to be discharged by a registrar to the Issue in the manner as required under the applicable rules and regulations including the RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, , bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 ("**SEBI RTA Master Circular**") and applicable provisions of the Securities and Exchange Board of India Act, 1992, as amended (the "**SEBI Act**"), and the Registrar has accepted the Assignment.

7. In terms of Regulation 9A (1)(b) of the RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular read with Regulation 23(7) of SEBI ICDR Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Company for the Assignment, *inter alia,* to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.

8. 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 and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, the RTA Master Circular and SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, and any subsequent circulars or notifications issued by SEBI in this regard, 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 and Stock Exchanges in this regard (collectively, the "**UPI Circulars**"), and any other Applicable Laws. Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 ("**ASBA Circular**"), the Registrar along with the SCSBs have undertaken necessary systematic and procedural arrangements by September 1, 2022 for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after receipt of application money is blocked in the investors bank account. The Registrar and SCSBs will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLM, as may be issued in connection with the ASBA Circular. 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, BSE or NSE shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

9. Further, the Company shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to the issue to follow, co-operate and comply with the instructions given by the BRLM.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **INTERPRETATION**

In this Agreement, unless the context otherwise requires:

i. words denoting the singular number shall include the plural and vice versa;

ii. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

iii. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;

iv. references to the words "include" and "including" shall be construed without limitation;

v. references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented, replaced or novated or replaced thereof;

vi. references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;

vii. any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;

viii. references to "Working Day(s)" shall have the meaning as ascribed to such term in the Issue Documents;

ix. references to "knowledge", "awareness" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such person's directors, officers or partners, regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful investigation of the matter;

x. in this Agreement, the term "UPI Bidders" shall mean, collectively, individual investors applying as (i) Retail Individual Bidders in the Retail Portion, and (ii) Non-Institutional Bidders with a Bid Amount of up to ₹0.5 million in the Non-Institutional Portion and Bidding under the UPI Mechanism through ASBA Forms(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to Circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹0.50 million using UPI Mechanism, shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity);

xi. in this Agreement, the terms "UPI Mechanism" shall mean, the bidding mechanism that may be used by a UPI Bidder to make a Bid in the Issue in accordance with UPI Circulars;

xii. in this Agreement, the term "ASBA" shall mean an application, whether physical or electronic, used by Bidders/Applicants, other than Anchor Investors, to make a Bid and authorising an SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism where the Bid Amount will be blocked upon acceptance of the UPI Mandate Request by the UPI Bidders using the UPI Mechanism;

xiii. in this Agreement, the term "Bid cum Application Form" shall mean the Anchor Investor Application Form of the ASBA Form, as the context requires;

xiv. in this Agreement, the term "Anchor Investor(s)" shall mean a Qualified Institutional Buyer, applying under the Anchor Investor Portion in accordance with SEBI ICDR Regulations and the Red Herring Prospectus, and who has Bid for an amount of at least ₹ 100 million;

xv. references to an article, section, clause, paragraph, preamble, schedule or annexure or recitals is, unless indicated to the contrary, a reference to an article, section, paragraph, preamble, schedule or annexure or recitals, respectively of this Agreement;

xvi. unless otherwise defined, the reference to the word 'days' shall mean calendar days;

xvii. references to the Issue Documents (as defined hereafter) shall mean the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus as of their respective dates;

xviii. 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;

xix. the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement;

xx. 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 issued in relation to the Issue, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Mumbai at Maharashtra (the "**RoC**") and also with BSE Limited and the National Stock Exchange of India Limited (together, the "**Stock Exchanges**"), as applicable, and the Issue Agreement to be executed between the Company, the and the BRLM, as the case may be in relation to the Issue.

2. The Company hereby appoints MUFG Intime India Private Limited (Formerly Link Intime India Private Limited) as the Registrar to the Issue and the Registrar accepts such appointment by accepting the terms of the appointment as set out in this Agreement and signing this Agreement through the authorized signatory.

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 ("**Applicable Laws**"). 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. It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any force majeure events on the Issue related activities, to ensure that the timelines and other requirements prescribed under the applicable laws and as agreed by the Company and BRLM are met.

4. The Registrar represents, warrants, declares and undertakes to the other Parties that:

a) It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of registration dated July 15, 2014, bearing registration number INR000004058 (as enclosed) issued to the Registrar by SEBI which is valid permanently unless suspended or cancelled by SEBI (the "Certificate"). The Registrar shall ensure that the Certificate shall remain 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, , the BRLM informed in writing on an immediate basis if due to any reason, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory, statutory, governmental, administrative, quasi-judicial 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 account and documents specified under Regulations 14 and 15 of the RTA Regulations, in respect of eight preceding financial years for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Issue or such longer period. As may be required under Applicable Laws, any and all records/documents referred to and forming part of the Annexure – VI, under paragraph 12 of the SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for period not less than eight years from the date of listing and commencement of trading of Equity Shares pursuant to the Issue or such later period as may be prescribed under Applicable Laws on behalf of the Company.

c) It is not an associate of the Company or the BRLM and shall not be deemed to be an associate of the Company or the BRLM for the purposes of the SEBI RTA Regulations.

d) It shall abide with the standard operating procedure for operationalization of lock-in of pre- issue capital/ suspension/ freezing of ISIN pursuant to listing of shares in public issue as provided in the circular no. NSDL/CIR/II/28/2023 dated August 8, 2023.

e) It has a clean track record and no penalty has been imposed upon it or on any of its directors, management, representatives, officers, employees, advisors, agents or other persons acting on its behalf by SEBI now or 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, Adjudication Order No. Order/AN/SM/2024-25/31090 dated 30.12.2024 passed by the Adjudicating Officer in the matter of Link Intime India Private Limited levying a monetary penalty amount of Rs. 1 Lakh. The penalty amount was paid on 10 January 2025 and Adjudication Order No. Order/NH/YK/2024-25/31191 dated 11.02.2025 passed by the Adjudicating Officer in respect of Link Intime India Private Limited (Noticee) in the matter of TSR Consultants Private Limited levying a monetary penalty amount of Rs. 1 Lakh. The penalty amount was paid on 20 February 2025.

f) 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, governmental, administrative, judicial, quasi-judicial or supervisory authority, or court/ tribunal and that it is not prohibited, debarred or suspended from carrying on its activities as a 'registrar to the issue' including the activities in relation to the Assignment, by SEBI or any other regulatory, governmental, administrative, statutory, judicial or quasi- judicial authority, including the activities in relation to the Assignment. No orders have been passed restricting it from carrying out the Assignment by SEBI or any other regulatory, statutory, judicial, quasi-judicial, administrative, governmental or supervisory authority. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to immediately inform the Company, and the BRLM of such orders in writing and accordingly establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Issue related data and files to such replacement registrar as specified by the BRLM in consultation with the Company. In the event, (i) the Company, and/or its affiliates, its partners, directors, management, representatives, officers, employees, successors, advisors and agents (the "**Company Indemnified Parties**"), (ii) the BRLM and/ or their respective affiliates, partners and each of their directors, management, promoters, directors, representatives, officers, employees, advisors, successors, permitted assigns, intermediaries and agents or other persons acting on its behalf, and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and Rule 405 under the U.S. Securities Act of 1933 (the "**BRLMs Indemnified Parties**") (together with the Company Indemnified Parties, the "**Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, each of the Indemnified Parties, in accordance with the terms of this Agreement and as per the Letter of Indemnity as specified in **Annexure A**, issued to the BRLM, as applicable.

g) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and complete all the formalities accurately, diligently, and within the specified time limits 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 (the "**SEBI Listing Regulations**"), RTA Master Circular, UPI Circulars and any other applicable rules and regulations, bye laws of the Stock Exchanges, and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the BRLM 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 BRLM 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.

h) It shall make adequate disclosure in writing to the Company and the BRLM of any existing and/ or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of this Assignment. It shall co-operate and comply with any instructions the Company and the BRLM may provide in respect of the Issue, provided that such instructions are not in violation of any applicable rules and regulations. It shall immediately notify the Company and the BRLM of any delay or errors committed while completing any formalities and shall indemnify the Company and the BRLM for any losses caused due to such errors or delays in accordance with the terms of this Agreement and Letter of Indemnity as applicable. It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any *force majeure* events, pandemic and/ or government lockdowns on the Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and BRLM are met.

i) It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the applicable law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations, the rules, regulations and bye-laws of the Stock Exchanges, as amended from time to time, the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time, the guidelines, regulations, notifications and circulars issued by SEBI from time to time and the SEBI Listing Regulations. It shall immediately notify the Company and the BRLM of any errors, delays or any anticipated delays in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Indemnified Parties, severally and jointly, for any losses caused due to such error or delays, if such errors/delays are caused by the acts/actions of the Registrar in the manner set out in this Agreement and the Letter of Indemnity, and any applicable law, as applicable.

j) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system, business continuity processes, cyber security and cyber resilience framework and the net worth as stipulated in the RTA Regulations and SEBI RTA Master Circular to honour its obligations and liabilities under this Agreement. It shall have a separate and dedicated team of personnel handling post- Issue correspondences.

k) It shall cooperate and comply with any instructions that the Company or the BRLMs provide in respect of the Issue, in the manner set out in this Agreement and the Letter of Indemnity, as applicable.

l) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company and the BRLM of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify Indemnified Parties, , severally and not jointly, for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar.

m) 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 and the RTA Regulations, as amended.

n) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars

o) It shall co-operate and comply with any instructions the Company and/or, the BRLM may provide in respect of the Issue provided that they do not give any instructions which are in violation of any applicable law.

p) 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**") and in the event of failure of internet and/or software issue of Depositories will undertake to conduct all the exercise manually

q) It undertakes that the demographic details given by the Bidders in the ASBA Forms and Anchor Investor in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Issue.

r) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, quasi-judicial, judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as a registrar in relation to any public offering by a company, including the Issue. It shall immediately notify the Company and the BRLM in writing of any such litigation, or injunction or order of any court or regulatory, statutory, quasi-judicial, judicial, governmental and/or administrative authority, about the progress with regard to any legal or action initiated against it by any such authority.

s) There are no show cause notices received by it or there are no pending investigations or inquiries against it or other circumstances, the outcome of which may affect the Registrar's ability to perform the Assignment, and/or its duties or obligations under this Agreement to the satisfaction of the Company.

t) It is duly incorporated and validly exists under applicable law and this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.

u) In the event the Registrar is unable to continue to act as a Registrar to the Issue`, or perform any of its obligations, at any point of time, due to any order, injunction, direction of any statutory or regulatory or judicial, or quasi-judicial or governmental or administrative authority, or otherwise it shall immediately inform the Company and the BRLM in writing and take steps, in consultation with and as per the direction of the Company and the BRLM, 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 for such transition) to another registrar as may be appointed by the Company in consultation with the BRLM. However, the Registrar shall continue to be liable for any acts done prior to such transition.

v) It shall keep the Company, and the BRLM 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 regulator or statutory or judicial or quasi-judicial or governmental or administrative authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority, as may be applicable, and shall also immediately inform the Company and the BRLM in case of any change in its constitution or status in writing, and obtain written consent from the Company with respect to such change in status/ constitution.

w) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances in accordance with Regulation 15A of the RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the RTA Regulations.

x) It shall hand over to the Company as applicable, all records/data and all related documents which are in 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.

y) It has formulated and implemented a comprehensive policy framework and systems approved by its board of directors, and is in compliance with the requirements of the SEBI RTA Master Circular and in the event of failure of internet and/or software issues of the Depositories, it undertakes to conduct all the exercise manually.

z) The Registrar shall provide back-up documents for the transactions to the BRLM within one month of closure of the Issue.

aa) If due to any damage or failure of information technology systems or cyber-attacks including due to any viruses, worms, malicious applications, unauthorized penetration of the Registrar's network security and other security problem, the Registrar is not able to honor its obligations under this Agreement then it will manually meet its obligations (which would have been met through its information technology systems) under this Agreement.

5. The Company hereby declares that it has complied with and agree to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Law, rules, regulations and guidelines, to enable it to undertake the Issue. The Company also agrees that it will coordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory or regulatory or judicial or quasi- judicial or governmental or administrative authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company and the BRLM in writing about such instructions pursuant to which the Company or the BRLM, as applicable, will be free to withdraw/ modify such instructions, if required.

6. This Agreement entered into between the Parties is for engaging MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)as the Registrar to the Issue and does not in any way bind the Company to appoint MUFG Intime India Private Limited (Formerly 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 their registrar and transfer agent in consultation with the BRLM. In the event of appointment of any other agency as the registrar and transfer agent other than MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to it by virtue of being the Registrar to the Issue in a format compatible with the registrar and transfer agent appointed by the Company in consultation with the BRLM, without any additional charges. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company, and its investors for which Registrar will be liable.

7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which functions, duties and obligations are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular 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 to be entered into by and among the Company, the BRLM and the other members of the Syndicate ("**Underwriting Agreement**"), the share escrow agreement to be entered into by and among the Company the Registrar ("**Share Escrow Agreement**"), if any, the cash escrow and sponsor bank(s) agreement to be entered into by and among the Company, the Registrar, Syndicate and the Bankers to the Issue (as defined below) ("**Cash Escrow and Sponsor Bank(s) Agreement**"), the syndicate agreement to be entered into by and among with the Company, the BRLM and other members of the Syndicate ("**Syndicate Agreement**"), the Issue Documents to be issued by the Company in relation to the Issue, insofar as such are not contrary to the SEBI ICDR Regulations or other Applicable Law and any other agreement related to the Issue to which it is a party. 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 BRLM.

8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:

a) To enter into the Cash Escrow and Sponsor Bank Agreement with the Company, the BRLM, the Syndicate Members and the Bankers to the Issue wherein the Registrar shall comply and may issue requisite instructions to the Bankers to the Issue in terms of the Cash Escrow and Sponsor Bank Agreement;

b) To enter into the Share Escrow Agreement with the Company and Share Escrow Agent pursuant to which the Share Escrow Account will be opened, if applicable. The Registrar shall operate the Share Escrow Account in terms of instructions issued under the Share Escrow Agreement;

c) To enter into the 'Underwriting Agreement' with, and/ or accept instructions from, the Company, the BRLM, the Underwriters and to enter into the 'Syndicate Agreement' with the Company, the BRLM and Syndicate Members, in terms of which the members of the Syndicate shall fulfill their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement and Syndicate Agreement;

d) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (the "ISIN") and for finalising the tripartite agreement to be entered into with the Depositories;

e) To liaise with the Company for and facilitate dematerialisation, if required, of the Equity Shares held by each of its existing shareholders of the Company, including but not limited to the Promoter(s) (including persons holding Equity Shares on behalf of the Promoter), the members of the Promoter Group, if any, prior to the filing of the Draft Red Herring Prospectus or Red Herring Prospectus;

f) Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, if any, including any other person as may be required under Applicable Laws to Equity Shares prior or post the filing of the Draft Red Herring Prospectus, as may be required under applicable law;

g) Provide detailed instructions to the Bankers to the Issue, SCSBs (including the Sponsor Bank), members of Syndicate, Collecting Depository Participants (the "CDPs"), sub-Syndicate members/ agents, Registrars to the Issue and Transfer Agents registered with SEBI (the "RTAs") and Registered Brokers who are authorised 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 and providing/ specifying the form to the SCBs, the Designated Intermediaries in which information in relation to ASBA Bids or the UPI Mechanism, as applicable;

h) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;

i) Finalizing with the Company and the BRLM, on the amount of processing fees payable to SCSBs and the Sponsor Bank with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs and other designated intermediaries, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/ Issue Opening Date;

j) Intimating to the Designated Intermediaries and the Sponsor Bank before the Bid/ Issue Opening Date, the basis of the commission/selling commission payable, the Bid/ Issue Opening Date and Bid/ Issue Closing Date/time, including details of revision in Price Band, Floor Price, Bid/ Issue Period, if any;

k) Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Bank and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;

l) Accepting and collecting complete ASBA Forms;

m) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Issue;

n) Intimating to the Designated Intermediaries and the Sponsor Bank before opening of the Issue, the basis of the commission/processing fees payable, the Bid/ Issue Opening Date and Bid/ Issue Closing Date and time, including details of revision in Price Band, Floor Price, Bid/ Issue Period, if any;

o) Ensuring that, with respect to UPI Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;

p) Providing inputs for finalising the Bankers to the Issue for, inter alia,: (i) collection of application money from the Anchor Investors in Escrow Account, (ii) transfer of the Issue proceeds to the Public Issue Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors, and (iv) assist in identification of the collecting branches at the collection centres, finalised;

q) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

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

s) To ensure that the PAN details of the Bidders are linked with Aadhar and are in compliance with the Central Board of Direct Taxes notification G.S.R 11(E) dated February 13, 2020 and press release dated June 25, 2021;

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

u) Subject to Applicable Laws, submitting the details of cancelled/withdrawn/deleted applications to SCSB's on a daily basis within an hour of bid closure time from the Bid/ Issue Opening Date till Bid/ Issue Closing Date by obtaining the same from the Stock Exchanges, in accordance with the SEBI RTA Master Circular. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, as per the SEBI RTA Master Circular, in a format as prescribed by SEBI, from time to time;

v) The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8:00 PM on the day when the Basis of Allotment has to be finalized or within such timelines as may be prescribed by SEBI;

w) The Registrar shall collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI RTA Master Circular and in format prescribed by SEBI. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLM for onward submission to SEBI as and when sought. The Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed by SEBI in terms of the SEBI RTA Master Circular;

x) The Registrar shall also prepare and assist the BRLM in computing the compensations payable in accordance with a compensation mechanism as prescribed by SEBI, in accordance with the SEBI RTA Master Circular or Applicable Laws;

y) It shall receive pending applications for unblock submitted with it, not later than 5.00 pm, on the next Working Day following the Basis of Allotment in accordance with paragraphs 41 and 46 of the SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI;

z) Submitting the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 6:30 pm on next Working Day following the finalisation of the Basis of Allotment or within such timelines as may be prescribed by SEBI. The allotment file shall include all applications pertaining to full-allotment/partial-allotment/non-allotment applications etc;

aa) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue BRLM, and ensuring the effective redressal of such grievances;

bb) Assisting the BRLM to ensure compliance of all post issue activities within time as prescribed under Applicable Laws;

cc) 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 one Working Day from the closure of the Issue or such other time as may be prescribed under applicable law;

dd) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate to be appointed by the BRLM, of the mismatches, if any, that may warrant a correction of the Bid data;

ee) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, in relation to the Issue;

ff) Ensuring that SCSBs applying through ASBA, if any, shall apply in the Issue through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;

gg) Co-ordinating with the Depositories and ensuring that the number of Equity Shares allocated to each Bidder is correct in all respects including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;

hh) 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 to check whether the Bidder falls under the Sikkim category or any other exempt category;

ii) To review the sections related to Issue procedure in the Issue Documents and confirm their accuracy;

jj) Receiving reviewing and providing inputs to the Company for designing and printing the Bid cum Application Forms, prepare the Confirmation of Allocation Note ("CAN"), Allotment Advice and ensuring that the Floor Price or the Price Band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;

kk) Collecting within the timelines provided under the circulars and regulations notified by the SEBI, in accordance with the agreements entered in this regard and in the manner as specified by the Company and the BRLM:

i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centers of the banker(s) and the BRLM and the Designated Intermediaries, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the BRLM and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;

ii. the physical Bid cum Application Forms (pertaining to non-ASBA Bids) from the Registered Brokers following the expiry of six months from the Bid/ Issue Closing Date;

iii. the electronic Bid file/data (including the ASBA data) from the Stock Exchanges containing details including the Bid cum Application Form numbers the Bid Amount and sharing the same with the SCSBs for validation and reconciliation on a daily basis;

iv. coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders by way of UPI from Sponsor Bank after closure of Bid/ Issue Closing Date;

v. aggregate data in relation to the total number of Bids made through the ASBA mechanism uploaded by the Designated Intermediaries and the 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;

vi. soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the designated intermediaries including SCSBs and the Sponsor Bank, and in relation to the Anchor Investors, the Anchor Investor Application Form from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks;

vii. prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company and the BRLM;

viii. to ensure compliance with the UPI Circulars as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;

ix. provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLM and the Company with detailed data so as to understand the share in commissions between the BRLM and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges;

x. the Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws and relevant agreements entered into in this regard and as instructed by the BRLM; and

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

xii. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;

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

ll) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;

mm) To process all Bids along with bank schedules received from the Designated Intermediaries and the Sponsor Bank in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;

nn) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;

oo) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company and the BRLM;

pp) To identify and list applications 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 applications in consultation with the Company and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms;

qq) On closure of the Issue, collect the Bid file from the Stock Exchanges/ the BRLM and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the BRLM) and BRLM of the erroneous Bids which will be considered as invalid;

rr) Complete validation of beneficiary account details;

ss) Deliver the Bid file received from the Stock Exchanges containing the Bid cum Application Form, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs and the Sponsor Bank who shall use such information for due validation;

tt) To inform the Designated Intermediaries, the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date;

uu) To reconcile the compiled data received from the Stock Exchanges and all SCSBs, the BRLM, the Escrow Collection Bank and the Sponsor Bank, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;

vv) 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 SCSB within the specified date;

ww) 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);

xx) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars; and reject the Bids made by duplicate copies of the same Bid cum Application Form i.e., two Bids bearing the same unique identification number

yy) 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 Laws;

zz) To coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) and the Sponsor Bank (through Stock Exchanges) for submission of 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 Laws;

aaa) 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;

bbb) To follow and complete all processes provided in the Issue Documents, as applicable and the General Information Document issued by the SEBI;

ccc) To provide QIB Bid file to members of the Syndicate on the Bid/Issue Closing date and to complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, foreign portfolio investors, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies; For Bids made in the QIB portion, in the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority and the audited financials provided by such investor;

ddd) To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;

eee) To immediately inform the Company and the BRLM 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 and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries;

fff) To collect from the SCSBs the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the BRLM, in each case within the timelines prescribed by SEBI;

ggg) To co-ordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLM within the timelines specified in paragraphs 41, 45 and 46 and annexure 32 of the SEBI RTA Master Circular read along with the UPI Circulars or as may be otherwise specified by SEBI;

hhh) 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;

iii) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Issue Documents along with the BRLM and the Company;

jjj) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company and the BRLM;

kkk) To reconcile the data on a regular basis between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Banker(s) to the Issue and SCSBs;

lll) Rejecting the Bids in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the Depositories' database;

mmm) To communicate to the Company and the BRLM at the earliest in the event of discrepancy between the electronic bid file registered on the online system of the Stock Exchanges and the SCSB's data. The Registrar shall discuss the results of such reconciliation with the Company and the BRLM, the SCSBs and the relevant Banker(s)to the Issue, in a timely manner;

nnn) To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the escrow accounts opened under the Cash Escrow and Sponsor Bank Agreement and reporting the number of Bid cum Application Forms collected and amount of monies received from Bidders and deposited in such escrow accounts to and as may be agreed with the Company, the BRLM and the Registrar, on a daily basis until the end of Bidding; To enter accurate data based on physical Bid cum Application Forms and verify scanned copies of the Bid cum Application Forms received from the Anchor Investors for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;

ooo) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of 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/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no.

SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018, the SEBI RTA Master Circular and the UPI Circulars, on the basis of which the Basis of Allotment will be finalized and ensure compliance with all applicable regulations and guidelines including the UPI Circulars;

ppp) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and UPI 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. The Registrar shall also provide exceptions, if any, to enable the Company and the BRLM to take decision on the Bids;

qqq) In relation to Bids made in the QIB portion, carry on the following activities;

(a) providing QIB Bid file to the members of the Syndicate on the Bid/ Issue Closing Date;

(b) matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies; and

(c) in the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority and the audited financials provided by such investor;

rrr) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;

sss) To send the CAN to the Anchor Investors and the Allotment Advice to ASBA Bidders as applicable who have been Allotted Equity Shares in the Issue;

ttt) To deliver communication to the Company and the BRLM 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;

uuu) The Registrar shall discuss the results of such reconciliation with the Book Running Lead Manager, the Sponsor Bank, Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;

vvv) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;

www) 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;

xxx) To provide correct data in time, and in no event later than two Working Days from the closure of the Issue, to enable the Company and the BRLM to determine and finalise 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;

yyy) 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 BRLM, post communication of the Basis of Allotment by the Company and prepare funds 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 lock-in for the pre- Issue capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages are payable on account of such delay then the

Registrar shall be bound to indemnify Indemnified Parties, for the cost incurred on account of payment of such interest or damages;

zzz) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Bank, the. Designated Intermediaries and the BRLM, including;

i. Bids from the online bidding system of the Stock Exchanges and Bids furnished by SCSBs, the Designated Intermediaries and the BRLM;

ii. Particulars regarding the monies blocked in the ASBA Account or through the UPI Process of the respective ASBA Bidders;

iii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;

iv. Particulars relating to the requisite money to be transferred to Public Issue Account, in accordance with the terms of this Agreement, the Cash 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.

aaaa) 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 and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Issue Documents;

bbbb) To provide requisite Issue related data to the Company for filings with the Reserve Bank of India or the SEBI, as may be required;

cccc) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);

dddd) To reconcile on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data;

eeee) Prepare the following registers and other data:

i. Top 50/100/200 shareholders (for the Stock Exchanges);

ii. Allotment registers;

iii. Register of members;

iv. Index of members;

v. Return of Allotment (for the Registrar of Companies);

vi. Cross Reference Register;

vii. Postal journal for documents mailed;

viii. Prepare necessary documents to assist in filing form FCTRS; and

ix. Any other register and/ or data as may be requested by the Company and the BRLM in relation to the Issue.

ffff) To provide information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from non-resident Indians ("**NRIs**"), foreign portfolio investors ("**FPIs**"), non-residents etc.;

gggg) To ensure that allotment made is correct and timely uploading of the correct file in the depository system is made;

hhhh) 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, including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;

iiii) 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 to the Public Issue Account and from Escrow Account to the Refund Account, unblocking of funds in ASBA Accounts, as applicable; and to prepare the Allotment Advice and CAN, in case of Anchor Investors, in consultation with the Company and the BRLM as applicable;

jjjj) Preparation of the fund transfer schedule along with reconciliation of total funds received, total amounts blocked in the ASBA accounts, amount proposed to be transferred to Public Issue Account within the timelines prescribed under paragraphs 41, 45, 46 and annexure 32 of the SEBI Master Circular and the SEBI circular no. SEBI/HO/CFD/ DIL 2/ CIR/P/ 2018/22 dated February 15, 2018, 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 the controlling branches of each SCSB and the Sponsor Bank for ASBA bids and Escrow Collection Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Account and transfer the requisite money to the Public Issue Account within the timelines specified under the UPI Circulars, and any other Applicable Laws, notified from time to time:

i. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;

ii. Amount to be transferred from the relevant ASBA Account/ UPI linked bank account or the Escrow Account 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 Laws;

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 Laws;

iv. Details of rejected Bids, if any, along with 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 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. To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file. The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment/ cancelled / withdrawn / deleted applications etc.;

kkkk) Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular, within the prescribed timeline, in a format as prescribed by SEBI, from time to time;

llll) 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 in accordance with the SEBI RTA Master Circular. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, as per the SEBI RTA Master Circular, in a format as prescribed by SEBI, from time to time;

mmmm) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA Accounts/ UPI linked bank accounts, issue instructions for refund, as applicable, all within the timelines prescribed under the Issue Documents, this Agreement and the SEBI ICDR Regulations, or the circulars or regulations issued by the SEBI;

nnnn) Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the UPI Bidder's account. The Sponsor bank, based on the mandate approved by the UPI Bidder at the time of blocking of funds, will raise the debit/ collect request from the UPI Bidder's bank account, whereupon the funds will be transferred from UPI Bidder's account to public issue account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidder or his / her bank;

oooo) In accordance with instructions received from the Company to give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Issue Documents and required under applicable legislations, rules and regulations issued by SEBI;

pppp) 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;

qqqq) To give instructions to the Depositories to carry out lock-in for the pre- Issue share capital of the Company and receive confirmations from the Depositories;

rrrr) To dispatch letters of Allotment/Allotment Advice, 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 BRLM and assist the Company, the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under Applicable Laws. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Issue Documents and maintaining proper records of such refunds;

ssss) 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;

tttt) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with stock exchange(s);

uuuu) To revalidate refund orders, where permitted, if applicable;

vvvv) To carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents;

wwww) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM;

xxxx) To coordinate with the Sponsor Bank, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLM, Registered Brokers and other parties as may be required for completing the post- Issue process in accordance with Applicable Laws;

yyyy) To make suitable arrangements to send SMS to investors for all unblocking cases of no/ partial allotment and send e-mails to investors for all unblocking cases of no/ partial allotment;

zzzz) To provide an estimate of the costs required to send the SMS and e-mails for no/partial allotment to the Company, no later than the Bid/ Issue Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of the Basis of Allotment;

aaaaa) The Registrar shall procure the mobile numbers for sending SMS and e-mail addresses of the investors from the information provided by the Depositories and/ or by the Sponsor Bank;

bbbbb) The Registrar shall send the SMS and e-mails to the investors after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the bank accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications;

ccccc) Finalization of various post- Issue monitoring reports such as final post- Issue monitoring report, along with relevant documents/certificates, in consultation with the BRLM and the Company, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate and the Bankers to the Issue;

ddddd) 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 subject to any commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals.

eeeee) To provide all the data, documents, relevant statements/reports for finalisation 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 BRLM;

fffff) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;

ggggg) To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement, if applicable;

hhhhh) 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 BRLM during the Issue Period and after closing of the Issue;

iiiii) To assist the Company and the BRLM in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange;

jjjjj) To coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Issue and also whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;

kkkkk) In accordance with Applicable Laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);

lllll) To initiate corporate action to Allot Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board and ensuring that correct credit to respective demat accounts is made in a timely manner, as specified in the Issue Documents and applicable rules, regulations and guidelines issued by SEBI. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Company Indemnified Parties, the cost incurred on account of payment of such interest or damages;

mmmmm) 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;

nnnnn) To give instructions to transfer the funds from the Escrow Account to the Public Issue Account, for eventual credit to the Company in accordance with the Issue Documents and Applicable Laws;

ooooo) 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;

ppppp) To provide data to assist the Company and the BRLM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre- Issue, Bid/ Issue Opening Date and Bid/ Issue Closing Date advertisements have appeared earlier;

qqqqq) To provide weekly reports to the Company and the BRLM and as may be required by the Company and the BRLM on the (i) status of Equity Shares lying in the Share Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds and (iii) status of redressal of investor complaints received and pending in the format specified by the Company and the BRLM;

rrrrr) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLM and the Designated Intermediaries based on the terminal IDs from which the Bid has been uploaded and application ranges shared by the BRLM;

sssss) 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 the SEBI RTA Master Circular , to the extent applicable 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 Laws;

ttttt) To ensure compliance with applicable regulations and notifications, including SEBI RTA Master Circular, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular bearing reference number SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 the UPI Circulars, BSE Notice No. 20220624-18 dated June 24, 2022, BSE Notice No. 20220713-40 dated July 13, 2022, NSE Circular No. 19/2022 dated June 24, 2022, NSE Circular No.21/ 2022 dated July 13, 2022, NSE Circular No. 23/2022 dated July 22, 2022, and any subsequent circulars or notices issued by the Stock Exchanges and SEBI ICDR Regulations;

uuuuu) Where the Registrar requires to liaise with third parties, including the Designated Intermediaries and the Sponsor Banks, 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;

vvvvv) To provide assistance to the Company and the BRLM in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;

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

xxxxx) At the time of the finalisation of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Issue to ensure there is no breach of investment limit and to use PAN issued by the Income Tax Department of India to check compliance for the SEBI RTA Master Circular for a single FPI.

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

a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the stock exchanges in respect of the 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;

b) all the electronic records, including reconciled data, bank schedules and certificates, relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries;

c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, 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) The Basis of Allotment and all allocations (except with respect to Anchor Investors), allotments and transfers of Equity Shares made pursuant to the Issue shall be finalized by the Company in consultation with the BRLM, the Registrar to the Issue and the Designated Stock Exchange in accordance with Applicable Laws;

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 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 BRLM 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) refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation and issue of duplicate refund orders;

p) Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation;

q) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA Accounts, against valid Bids;

r) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, the BRLM and the Bankers to the Issue and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;

s) reconciliation between funds deposited in the Bankers to the Issue or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;

t) 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 on a regular basis to the Company and BRLM as required by the Company and BRLM;

u) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow and Sponsor Bank Agreement, the Issue Documents, the SEBI ICDR Regulations, and the Companies Act;

v) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc. as applicable;

w) details of demand drafts issued, if any, as applicable;

x) records of correspondence in respect of investor complaints, grievances or queries;

y) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, Client ID, UPI ID details;

z) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;

aa) records of pre-printed Issue stationery, including CAN (if any), Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

bb) to assist the BRLM to make the requisite submissions to regulators in relation to the Issue, if any;

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

dd) complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and

ee) such other records as may be specified by SEBI, the Company, the Designated Intermediaries and/or BRLM for carrying on the activities as Registrar to the Issue.

Subject to the provisions of any other law, including Regulations 14 and 15 of the RTA Regulations, 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 as required under Applicable Laws. The Registrar shall provide the Company and the BRLM with any report that is required by them using the information specified above in a timely manner.

10. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any Confidential Information 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 BRLM, the Company, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLM, Bankers to the Issue, brokers to the Issue, Syndicate Members, SCSBs, depository participants, disputes and grievances, any software or related technical information, marketing data and techniques, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

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

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

11. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs, Sponsor Bank, 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 refunds to Anchor Investors without delay, including providing the Bankers to the Issue with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Issue, the Refund Bankers, or any of their correspondent banks.

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

13. The Registrar shall ensure that:

a) investors shall be sent first response within three Working Days after receipt of complaint, or any time as may be prescribed under Applicable Laws and redress complaints within 7 days of the complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;

b) the enquiries and/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 Laws. The Registrar shall provide the Allotment or revoke files to the Sponsor Bank by 9:30 a.m. IST on T+1 in accordance with the SEBI RTA Master Circular and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 5 p.m. IST on the next Working day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the next Working Day following the finalisation of the Basis of Allotment or within such timelines as may be prescribed by SEBI. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc. Registrar shall follow-up with the SCSBs for completion of unblocking for non-allotted/partially allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under the Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under applicable law including SEBI RTA Master Circular, in this regard;

d) the Registrar shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 12.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The allotment file shall include all applications pertaining to full allotment, partial allotment, non-allotment, cancelled, withdrawn or deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws);

e) the Registrar has a proper system to track, address and redress investor complaints and it shall submit weekly report to the BRLM with respect to any complaint received in relation to the Issue which has been addressed to them and has been forwarded to them by the BRLM, the Company, and/or other intermediaries involved in the Issue;

f) adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per Applicable Laws;

g) 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 Sponsor Bank or the Escrow Collection Bank and unblock/ refund funds at the earliest;

h) uniform procedure is followed for the processing of Bid cum Application Forms;

i) it shall provide status update at periodic intervals (including on the status of the investor grievances) to the Company and the BRLM;

j) It will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;

k) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;

l) it maintains an insider list in accordance with the directions of the Company; and

m) 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.

14. The Registrar acknowledges and shall comply with the 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 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 with SEBI circular no. IMD/FPIC/CIR/P/2019/114 dated July 13, 2018 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.

15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:

a) creation of false market;

b) price rigging or manipulation;

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/or 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 offer, payment, promise to pay, or authorisation 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.

f) neither the Registrar nor any of its employees, directors, management, representatives, officers, advisors, successors and agents or ither persons acting on its behalf and permitted assigns have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws

16. The Registrar confirms that it along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

17. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:

a) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue;

b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;

c) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;

d) it will immediately notify the Company and BRLM if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

e) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;

f) it 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; and

g) It has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required under the paragraph 11 of the SEBI RTA Master Circular.

18. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.

19. Immediately on receiving on receiving the instructions from the Company and/or BRLM as the case may be, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Bank to unblock the ASBA Account, and/ or dispatch the refund orders to the Anchor Investors, within the period specified in the Issue Documents. 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 or instructions to Escrow Bank, with respect to bids received from Anchor Investors, within the period stated in the Issue Documents on receiving the instruction to do so from the Company and/or the BRLM, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company, as applicable, in paying interest as per the Applicable Laws. If the Company or the BRLM are made liable to pay 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 Indemnified Parties for such compensation/damage, loss etc. incurred by the Company Indemnified Parties, the BRLM's Indemnified Parties, as the case may be.

20. In case of refunds through electronic means like NECS, 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.

21. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Issue to any other person (except to the BRLM and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) until the completion of the dispatch of Allotment Advice, refund orders, 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 they will have access to the applications or documents relating to the Issue at the office of the Registrar only (as indicated at Clause 23 below). The Registrar undertakes not

to disclose or cause to be disclosed any such information to any other person without the written consent of the Company, as the case may be.

22. The Registrar will handle the Issue and Assignment related work from its registered 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.

23. The Company, on behalf of itself, shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment letters/ Allotment 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.

24. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of 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, such that allotment is completed within prescribed timeline. The Company shall also extend reasonably necessary assistance to the Registrar in such matters.

25. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs, the Sponsor Bank 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.

26. 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, Sponsor Bank, Syndicate, or Designated Intermediary.

27. The Registrar shall extend all necessary support to the Company, the BRLM and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA Process (including the UPI Mechanism).

28. The Issue stationary including CAN (if any), certificates, letters of Allotment, Allotment 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 Bankers.

29. The Registrar will finalise various post-Issue monitoring reports including but not limited to, the final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the BRLM and the Company, to be submitted to the SEBI within the stipulated time. The Registrar will provide all support to BRLM to ensure timely compliance with SEBI circulars.

30. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.

31. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and shall share the same with the Company and the within three days from the date of receipt of request from the Company and also agrees to return the excess funds to the Company, as applicable, in accordance with Applicable Laws.

32. The Company agrees that the formats of all reports, statements, and other documents shall be in conformity with the standard designed approved by the Designated Stock Exchanges and SEBI as applicable.

33. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Issue, shall be as specified in **Schedule I**, after

deducting all taxes, duties and levies as per Applicable Laws. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company, except for any out-of-pocket expenses. The fees, expenses and charges payable to the Registrar shall be borne by the Company in terms of the Issue Agreement and in accordance with Applicable Laws including any directions from SEBI.

34. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and provide certificates as may be requested by the BRLM, including at the stage of closure of the Issue, rejection of Bids, etc.

35. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company decides to take such an insurance policy.

36. 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 then the Party so affected (the "**Affected Party**") shall upon giving notice to the other Parties be excused from performance of such obligation to the extent of such prevention, restriction or interference, provided that it shall use its best endeavours to resume performance of such obligation hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. Provided however, that, 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 (fifteen) 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.

37. The Company, in consultation with the BRLM, 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, governmental, quasi-judicial, administrative authority or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent. For the avoidance of doubt, if the Company n consultation with the BRLM, in accordance with the Issue Agreement, 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. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company.

38. In the event the Company in consultation with the BRLM, decide not to proceed with the Issue, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company may, 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, in accordance with the Issue Agreement.

39. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company 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. Further, after the termination of this Agreement, the Registrar shall continue to be responsible for any acts, deeds or things done by it for the Assignment, prior to such termination.

40. The Registrar shall redress complaints of the Bidders (including ASBA 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 SEBI RTA Master Circular and RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation (to the Registrar for its complying with such regulation provided however that, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company and the BRLM in a mutually agreeable format provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports shall also be provided to the Company as and when required.

41. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations, SEBI RTA Master Circular 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.

42. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or 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 Indemnified Parties and their respective directors, officers, employees, permitted assigns and successors and their respective agents and advisors or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons, 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 losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other 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 the timelines prescribed by SEBI from time to time upon being instructed by the Company and/or the BRLM transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the BRLM.

43. The Registrar shall act with due diligence, care, skill and necessary attention while discharging its duties towards the Company and the BRLM, and while performing the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless each of the Indemnified Parties at all times from and against any and all suits, proceedings, claims, each of the demands, actions, losses, damages, penalties, liabilities, cost, actions, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs, losses arising from the difference or fluctuation in exchange rates of currencies, and all other 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 including but not limited to arising out of or in connection with:

a) activities performed by any Indemnifying Party in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws;

b) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement (including the Letter of Indemnity);

c) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority;

d) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;

e) any fine imposed by the SEBI or any other governmental, regulatory, statutory, judicial, quasi- judicial and/or administrative Authority against any of the Indemnified Parties; or

f) if any information provided to the Company or the BRLM is untrue, incomplete or incorrect in any respect;

or as a consequence of any act or omission of or any failure or deficiency or error 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 Laws . Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the Applicable Laws including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, governmental, quasi-judicial and/or administrative or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental, or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory administrative, judicial, quasi-judicial, governmental or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company 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 willful misconduct. 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 BRLM and to indemnify, at all times, BRLM and BRLM's Indemnified Parties 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. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to BRLM's Indemnified Parties, the Letter of Indemnity shall prevail. 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. The Letter of Indemnity shall survive the termination of this Agreement.

44. The Registrar warrants and other Parties agree to the following understanding with regard to the execution of instructions carried out by the Registrar:

a) That they authorise the Registrar to act from time to time on instructions given in any manner (including but not limited to verbal and electronic instructions) in circumstances where Registrar reasonably believe those instructions have emanated from them, BRLM or any person with authority to act on their behalf.

b) 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, the Registrar is authorised by other parties to this Agreement to communicate electronically with themselves or the BRLM and all third parties on all matters related to the engagement.

c) Registrar will exercise all reasonable and proper skill and attention necessarily required to discharge its duty of care to the Company for rendering the services.

45. The Registrar may have to provide certain information regarding the Bidders (including ASBA Bidders) as may be required under Applicable Laws including any legislation or regulation to certain statutory, judicial, governmental, quasi-judicial and/or administrative and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders.

46. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, telex, e-mail or by fax. 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 e-mail or fax 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:

MUFG Intime India Private Limited
(Formerly 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
E-mail: haresh.hinduja@in.mpms.mufg.com
Attention: Haresh Hinduja Head- Primary Market

To the Company:

Priority Jewels Limited
Plot 121, Street No 15/18,
MIDC Andheri (E),
Mumbai, Maharashtra, 400093
Tel: +91 22 6767 9898
Email: compliance@priorityindia.com
Attention: Tushar Mehta

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

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

47. The parties agree that non-compliance of any of the covenants contained herein by 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 BRLM immediately.

48. In the event a dispute, difference or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement (the "**Dispute**"), the Parties to such Dispute ("**Disputing Parties**") shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute (or such longer period as the disputing party may agree to in writing), either of the Disputing Parties may, by notice in writing to the other Disputing Parties, refer the Dispute to

institutional arbitration, to be conducted at Mumbai Centre for International Arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**") and this Clause 48.

The arbitration shall be conducted as follows:

(i) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**");

(ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;

(iii) the seat and venue of the arbitration will be in Mumbai, India;

(iv) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within fifteen (15) days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event the Disputing Parties fail to appoint an arbitrator or the two arbitrators fail to appoint the third arbitrator within thirty (30) days from the date of receipt of request to do so or there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;

(v) the arbitrators shall have the power to award interest on any sums awarded;

(vi) the arbitration award shall state the reasons on which it was based;

(vii) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;

(viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

(ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);

(x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement and the Disputing Parties agree that in the event that the arbitration proceedings have not concluded within a period of six months as prescribed under the Arbitration and Conciliation Act, the arbitration proceedings shall automatically be extended for an additional period of six months, as permitted under and in terms of the Arbitration Act, without requiring any further consent of any of the Disputing Parties; and

(xi) subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

The Parties agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 as amended, and pursuant to the SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and the SEBI master circular dated August 11, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145 ("**SEBI ODR Circulars**"), they have elected to follow the dispute resolution mechanism described in this Clause 48, for the purpose of this Agreement.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 48.

49. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to tits conflict of laws rules.

50. 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 4(b), 9, 10, 15, 16, 40, 43, 45, 46, 47, 48 and this Clause 50 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company or the newly appointed registrar, as applicable.

51. The Registrar shall in accordance with and execute all the instructions communicated to it by the Company and/ or BRLM.

52. 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.

53. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

54. 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 authorised 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).

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

[The remainder of this page has been intentionally left blank]

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

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

For and on behalf of **PRIORITY JEWELS LIMITED**

PRIORITY JEWELS LIMITED * MUMBAI *

Authorised Signatory

Name: Tushar Mehta
Designation: Whole-time Director and CFO

28/04/2025.

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

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

For and on behalf of **MUFG Intime India Private Limited (Formerly Link Intime India Private Limited)**

Authorised Signatory
Name: Dhawal Adalja
Designation: Vice President - Primary Market
Date: April 28, 2025

SCHEDULE I

SCHEDULE OF FEES

Sr. No	Particulars	Unit	Rates (Rs.)
1	Processing Fees	Rs. 1/- lumpsum for the entire IPO process	
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		

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

Escrow Demat account charges – Rs. 50,000

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs. 25,000 /- Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.

IPO related activities to be executed by Registrar to the Company. Charges shall be as mutually agreed between the Company and Registrar to the Company.

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 Manager, to the Registrar.

S. No.	Activity	Party Responsible
I.	**PRE- ISSUE WORK**	
1.	Finalisation of the Bankers to Issue, list of branches (controlling (in case of Anchor Investor) and collecting branches).	Company in consultation with the Book Running Lead Manager
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 Book Running Lead Manager /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries.	Registrar in consultation with the Book Running Lead Manager
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Issue	Company in consultation with the Book Running Lead Manager/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	**ISSUE WORK**	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s).	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations.	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank.	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 Book Running Lead Manager 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 Manager 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. Preparing devolvement notices to be shared with Underwriter, if required.	Registrar/ Company/ Book Running Lead Manager
8.	Sending the electronic bid file for NIBs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange.	Registrar
9.	Numbering of applications and bank schedule and batching them for control purposes.	Registrar
10.	Transcribing information from documents to magnetic media for computer processing.	Registrar
11.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank, as	Registrar

	the case may be.	
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.	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 of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data.	Registrar
15.	Matching with bid data / reconciliation with Bank Schedules and the final certificate.	Registrar
16.	Collection of request, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalisation of basis of allotment.	Registrar
17.	Eliminating invalid Bids and Bids below Issue Price.	Registrar
18.	Uploading of beneficiary account details to Depositories.	Registrar
19.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Manager.	Registrar in consultation with the Book Running Lead Manager and Company
20.	Preparation of inverse number for applicable categories.	Registrar
21.	Preparation of statement for deciding Basis of Allotment by the Company and the in consultation with the BRLM and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders.	Registrar
22.	To give instructions to the Depositories to carry out lock-in for the pre- Issue share capital.	Registrar
23.	Finalising Basis of Allotment and obtaining approval of the Designated Stock Exchange.	Company in consultation with Book Running Lead Manager/Registrar
24.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
25.	Assisting the Company and the BRLM in instructing the Depository to carry on the lock-in for pre- Issue capital. Preparation of list of allottees entitled to be allocated equity shares.	Registrar
26.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange.	Company
27.	Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids.	Company/ Registrar
28.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment.	Company/Registrar
29.	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	Registrar

	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.	
30.	Unblocking the relevant bank account for: (a) Transfer of requisite money to the Company's account against each valid Bid cum Application Form; (b) Withdrawn or rejected or unsuccessful Bid cum Application Form.	
31.	Confirm the transfer of requisite money against each successful Bid cum Application Form.	Controlling branch of SCSB / Sponsor Bank
32.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories.	Registrar
33.	Assisting in obtaining of certificate from auditors/ practicing company secretary that the Allotment has been made as per Basis of Allotment.	Company/Registrar
34.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI RTA Master Circular and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLM for onward submission to SEBI as and when sought. Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed by SEBI in terms of the SEBI RTA Master Circular.	Registrar
35.	Issue of duplicate refund orders, as applicable.	Registrar
36.	Revalidation of refund orders, as applicable.	Registrar
37.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy).	Registrar
38.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations.	Registrar
39.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorised 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
40.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
41.	Printing of Allotment Advice, refund orders for refunding application money.	Registrar
42.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post.	Registrar
43.	Printing of distribution schedule for submission to Stock Exchange.	Registrar
44.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
45.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode.	Registrar
46.	Preparation of register of members and specimen signature cards (if required).	Registrar
47.	Overprinting of Allotment advice, intimation and refund orders.	Registrar
48.	Mailing of documents by registered post.	Registrar
49.	Binding of application forms, application schedule and computer outputs.	Registrar
50.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value.	Company
51.	Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and Applicable Laws.	Company/Registrar
52.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead

		Manager
53.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors.	Registrar
54.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Issue Documents and SEBI circulars as applicable.	Registrar
55.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus.	Registrar/ Company
56.	Establishing proper grievance redressal mechanism during the period of the Issue and after the closure of the Issue, as per Issue Documents and to ensure settlement of all investor complaints.	Registrar/ Company
57.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations.	Company in consultation with the Book Running Lead Manager and the Registrar
58.	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 Manager.	Registrar
59.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
60.	Finalising various post- Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company / Book Running Lead Manager.	Registrar
61.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws).	Registrar
62.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Manager, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Issue.	Registrar
63.	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 BRLM.	Registrar / SCSBs
64.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per SEBI RTA Master Circular, within the prescribed timeline.	Registrar
65.	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 in accordance with the SEBI RTA Master Circular. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, as per the SEBI RTA Master Circular.	Registrar
66.	Registrar shall prepare and assist the BRLM in computing the compensation payable in accordance with a compensation mechanism as prescribed by SEBI.	Registrar
67.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file.	Registrar

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

SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

प्ररूप ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(विनियम 8)

(Regulation 8)

001444

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

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

Link Intime India Pvt Ltd
C-101 1 st Floor, 247 Park,
LBS Marg, Vikhroli West
MUMBAI - 400083, MAHARASHTRA, INDIA

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

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

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

II. Registration Code for the registrar to an issue and share transfer agent is **INR000004058**

This certificate of Registration shall be valid from 05/12/2024 till it is Suspended or cancelled by the Board

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

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

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

स्थान Place **Mumbai**

तारीख Date **December 05, 2024**

Narendra Rawat
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

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