

Government of National Capital Territory of Delhi

e-Stamp

Stamp Duty Amount(Rs.)

IN-DL29218525628404X
02-Aug-2025 07:17 PM
IMPACC (IV)/ dl776103/ DELHI/ DL-WSD
SUBIN-DL77610392840640752226X
BLS POLYMERS LIMITED
Article 5 General Agreement
RTA AGREEMENT
0
(Zero)
BLS POLYMERS LIMITED
KFIN TECHNOLOGIES LIMITED
BLS POLYMERS LIMITED
500
(Five Hundred only)



Please write or type below this line



Kana



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Statutory Alert:

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

BLS POLYMERS LIMITED BLS POLYMERS LIMITED BLS POLYMERS LIMITED BLS POLYMERS LIMITED



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-DL29218180075265X
: 02-Aug-2025 07:17 PM
: IMPACC (IV)/ dl776103/ DELHI/ DL-WSD
: SUBIN-DL77610392841232244672X
: BLS POLYMERS LIMITED
: Article 5 General Agreement
: RTA AGREEMENT
: 0
(Zero)
: BLS POLYMERS LIMITED
: KFIN TECHNOLOGIES LIMITED
: BLS POLYMERS LIMITED
: 500
(Five Hundred only)

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL29218728539682X
Certificate Issued Date : 02-Aug-2025 07:18 PM
Account Reference : IMPACC (IV)/ dl776103/ DELHI/ DL-WSD
Unique Doc. Reference : SUBIN-DL77610392822689798043X
Purchased by : BLS POLYMERS LIMITED
Description of Document : Article 5 General Agreement
Property Description : RTA AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : BLS POLYMERS LIMITED
Second Party : KFIN TECHNOLOGIES LIMITED
Stamp Duty Paid By : BLS POLYMERS LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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IN-DL29218728539682X



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Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

REGISTRAR AGREEMENT

DATED AUGUST 6, 2025

AMONGST

BLS POLYMERS LIMITED

AND

KFIN TECHNOLOGIES LIMITED



A handwritten signature in blue ink, appearing to be "B. S. Sharma".



A handwritten signature in blue ink, appearing to be "M. S. Sharma".



THIS AGREEMENT ("AGREEMENT") IS ENTERED INTO ON THIS 6TH DAY OF AUGUST, 2025 BETWEEN:

BLS POLYMERS LIMITED, a company incorporated under the Companies Act, 1956 and having its registered at 604, Indra Parkash, 21, Barakhamba Road, New Delhi-110 001, India. (hereinafter referred to as the "Company"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

KFIN TECHNOLOGIES LIMITED a company within the meaning of the Companies Act, 2013, as amended (the "Companies Act") bearing Corporate Identification Number (CIN) L72400MH2017PLC444072 and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Kurla, Mumbai- 400 070, Maharashtra, India (hereinafter referred to as the "KFin" or "Registrar"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **SECOND PART**;

The Company, and the Registrar are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- (A) The Company hereto propose to undertake an initial public offering of equity shares of the Company (the "Equity Shares"), comprising of an issue of 1,70,00,000 Equity Shares by the Company of face value of ₹ 10/- each (the "Issue"). The Issue shall be undertaken in accordance with the requirements of the Companies Act, 2013 along with the relevant rules framed thereunder (the "Companies Act"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations") and other Applicable Laws, through the book building process (the "Book Building"), as prescribed in Schedule XIII of the SEBI ICDR Regulations and other Applicable Laws including the UPI Circulars (as defined hereinafter) in terms of which the Issue is being made, by the Company, in consultation with the Book Running Lead Manager to the Issue. The Issue will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, in "offshore transactions", as defined in and in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (ii) outside the United States in "offshore transactions" (as defined in Regulation S) in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such Issues and sales are made. The Issue may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below), in accordance with the SEBI ICDR Regulations.
- (B) The Board of Directors of the Company (the "Board") has pursuant to a resolution dated June 25, 2025, approved the Issue. Further, the shareholders of the Company pursuant to a resolution dated July 24, 2025 under Section 62(1)(c) of the Companies Act, 2013, have approved and authorised the Fresh Issue.
- (C) The Company has appointed Unistone Capital Private Limited as the Book Running Lead Manager to the Issue ("Book Running Lead Manager" or "BRLM") to manage the Issue subject to such terms and conditions as agreed with them.
- (D) KFin Technologies Limited is registered with the Securities and Exchange Board of India ("SEBI") under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended ("RTA Regulations") and has a valid and subsisting registration with SEBI, bearing registration number INR000000221 to act as the Registrar to the Issue.
- (E) KFin Technologies Limited is willing to act as the registrar to the Issue in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "Assignment") and such Assignment includes all responsibilities required to be discharged by a registrar to the Issue, in the manner as required under the various rules and regulations including the RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, dated June 23, 2025 ("SEBI RTA Master Circular") as applicable, and as prescribed by SEBI,



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and the Registrar has accepted the Assignment. The Board of Directors, by its resolution dated March 12, 2025, has approved the appointment of KFin Technologies Limited as the registrar to the Issue.

- (F) In terms of Regulation 9A (1)(b) of the RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid 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.
- (G) 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. UPI Bidders applying in the Issue are required to apply through the unified payment interface (the "UPI") process, in accordance with, and based on the timeline and conditions prescribed under the SEBI SEBI circular number SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (to the extent such circular is not rescinded by the SEBI RTA Master Circular, as applicable to RTA), SEBI RTA Master Circular (to the extent that it pertains to the UPI Mechanism), SEBI circular number SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 (the "**SEBI ICDR Master Circular**"), along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference no. 23/2022 dated July 22, 2022, and having reference no. 25/2022 dated August 3, 2022, and the circular issued by BSE having reference no. 20220702-30 dated July 22, 2022, and having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the "**UPI Circulars**"), and any other applicable law. The Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.
- (H) Further, pursuant to the SEBI ICDR Master Circular, the Registrar along with the Self-Certified Syndicate Bank ("**SCSB**") have undertaken necessary systemic and procedural arrangements for ensuring that ASBA applications are processed only after 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 this connection.
- (I) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the draft red herring prospectus, the red herring prospectus and the prospectus in relation to the Issue (collectively, the "**Issue Documents**"), including any amendments, addendums or corrigenda issued thereto, to be filed with the SEBI and the Registrar of Companies, Delhi and Haryana at Delhi and also with the BSE Limited and the National Stock Exchange of India Limited (together with BSE Limited, the "**Stock Exchanges**"), as may be applicable and the Issue Agreement to be executed among the Company, and the Book Running Lead Manager in relation to the Issue, as the case may be.
- (J) Further, the Company shall, to the extent permissible under the terms of this Agreement and applicable law, instruct the Registrar to the Issue to follow, co-operate and comply with the instructions given by the Book Running Lead Manager, the Company and whereby the Registrar warrants and undertakes to perform its obligations and responsibilities under this Agreement in a timely and efficient manner.

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

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
- (iii) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;



- (iv) references to the words "include" or "including" shall be construed without limitation;
- (v) references to this Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Agreement or to such agreement, deed or instrument as the same may from time to time be amended, varied, supplemented or novated or replaced thereof;
- (vi) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (vii) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (viii) in this Agreement, the term "ASBA" shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorizing a Self-Certified Syndicate Banks ("SCSBs") to block the Bid Amount in the ASBA Account and will include applications made by the UPI Bidders, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders;
- (ix) in this Agreement, the term "UPI Mechanism" shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Issue in accordance with the UPI Circulars.
- (x) in this Agreement, the term "UPI Bidder" shall mean collectively, individual investors applying as Retail Individual Bidders ("RIBs") in the Retail Portion, and individuals applying as Non-Institutional Bidders with a Bid Amount of more than ₹ 0.20 million up to ₹ 0.50 million in the Non-Institutional Bidders Portion and bidding under the UPI Mechanism. Pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, which has now been rescinded pursuant to the ICDR Master Circular, all individual investors applying in public issues where the application amount is up to ₹ 0.50 million shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).
- (xi) in this Agreement, the term "Non-Institutional Bidders" shall mean the portion of the Issue being not less than 15.00% of the Issue, available for allocation to Non-Institutional Bidders, of which one-third shall be available for allocation to Bidders with an application size of more than ₹ 0.20 million and up to ₹ 1 million and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 1 million provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders subject to valid Bids being received at or above the Issue Price;
- (xii) in this Agreement, the term "Retail Portion" shall mean the portion of the Issue being not less than 35% of the Issue, available for allocation to RIIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Issue Price;
- (xiii) references to a section, clause, recital, paragraph, schedule or annexure are, unless indicated to the contrary, a reference to a section, clause, recital, paragraph, schedule or annexure of this Agreement;
- (xiv) references to the Issue Documents shall mean the draft red herring prospectus, red herring prospectus and prospectus filed in relation to the Issue as of their respective dates;
- (xv) 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;



- (xvi) unless otherwise defined the reference to the word 'days' shall mean calendar days. Unless otherwise expressed, when any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (xvii) the Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement; and
- (xviii) references to the word "Working Day" shall be construed to mean all days on which commercial banks in Maharashtra, India are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Issue Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business and the time period between the Bid/Issue Closing Date and listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with circulars issued by SEBI, including UPI Circulars.
2. The Company hereby appoint KFin Technologies Limited as the 'Registrar to the Issue' and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement. Notwithstanding anything to the contrary contained in this Agreement, no Party shall be liable for any default by another Party..
3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein, but implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required as per applicable laws (including the rules, regulations, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act, ("**Applicable Laws**") in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with Applicable Laws and as required under the terms of this Agreement.
4. The Registrar represents, warrants, declares and undertakes to the Parties that:
- a) The certificate of registration dated 01/04/2022 , bearing registration number INR000000221, issued to the Registrar by SEBI shall remain in force at all times till the completion of the Assignment and the Registrar will keep the Company, and the Book Running Lead Manager informed on an immediate basis if its registration is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority. 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. 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 other records and documents specified in 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 law. Any and all records/documents referred to and forming part of the Annexure 6 to SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for a period not less than eight years after completion of the Issue on behalf of the Company or such later period as may be prescribed under applicable laws.
- c) It is not an associate and shall not be deemed to be an associate of the Company, for the purposes of the RTA Regulations.
- d) It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, by SEBI now or in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory or regulatory, quasi-judicial, governmental, administrative, judicial or supervisory authority or



court/tribunal, at any point of time and that it is not prohibited, debarred or suspended from carrying on its activities as the 'Registrar to the Issue' by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative, judicial authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, and the Book Running Lead Manager of such orders in writing and cooperate at no additional costs to 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 Company and the BRLM. In the event, the Company, and the Book Running Lead Manager incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Company, and the Book Running Lead Manager, as applicable, in accordance with the terms of this Agreement and with respect to the BRLM's Indemnified Parties as per the letter of indemnity as specified in Schedule IV ("**Letter of Indemnity**"), as applicable, issued in favour of the BRLM's Indemnified Parties.

- e) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations, complete all the formalities accurately, diligently and within the specified time limited as per applicable law including without limitation, all other applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI, from time to time, including the SEBI ICDR Regulations, the (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**") and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Book Running Lead Manager and the Bidders. The Registrar will not take up any activities which are likely to be in conflict with its own interest and the interests of the Company, the Company's shareholders, the Book Running Lead Manager, and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time, or any other Applicable Laws.
- f) There are no show cause notices received by it or there are no pending investigations or inquiries against it, the outcome of which may affect the Registrar's ability to perform the Assignment, and/or its duties or obligations under this Agreement.
- g) It shall make adequate written disclosures to the Company, and the Book Running Lead Manager 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 the Assignment. It shall cooperate and comply with any instructions the Company, and 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 Book Running Lead Manager of delays or errors in completion of any of the formalities, in the performance of the Assignment and other services indicated herein and shall indemnify the Company, and the Book Running Lead Manager and/or any of the Book Running Lead Manager's affiliates and each of their respective partners, promoters, directors, management, representatives, officers, agents, employees, associates, advisors, successors, intermediaries and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (individually, a "**BRLM Indemnified Party**" and collectively, the "**BRLM's Indemnified Parties**") for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company, and the BRLM, may provide in respect of the Issue in accordance with this Agreement, Letter of Indemnity, UPI Circulars and applicable laws.

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 Laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI



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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, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time. It shall immediately notify the Company, and the Book Running Lead Manager of any anticipated delays in completion of any of the formalities or of any delay or errors committed while completing any of the formalities with respect to the performance of the Assignment and other services indicated herein. It shall indemnify the Company, and the Book Running Lead Manager and BRLM Indemnified Party for any losses caused due to any non-compliance of the Applicable Laws including without limitation, the SEBI ICDR Regulations, the rules, regulations and bye-laws of the Stock Exchanges, if such non-compliance is caused by the acts/ actions of the Registrar.

- i) Pursuant to the ICDR Master Circular the Registrar along with the SCSBs' shall make necessary systematic and procedural arrangements for ensuring that ASBA applications are processed only after receipt of application money are blocked in the investors bank account. The Registrar and SCSBs' shall also comply with any additional circulars or other Applicable Law, and the instructions of the BRLM, as may be issued in this connection.
- j) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth, as stipulated in the SEBI RTA Regulations and SEBI RTA Master Circular, to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Issue correspondence.
- k) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar.
- l) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- m) It shall cooperate and comply with any instructions that the Company, and the Book Running Lead Manager may provide in respect of the Issue provided that they do not give any instructions which are in violation of any Applicable Laws.
- n) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", and together with NSDL, the "Depositories").
- o) It undertakes that the demographic details given by the Bidders in the ASBA Forms and Anchor Investor Application Forms will not be used by it for purposes other than in relation to the Issue.
- p) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public issuing by a company, including the Issue. It shall immediately notify the Company, and the Book Running Lead Manager in writing of any such litigation, or injunction or order of any court or regulatory statutory, judicial, quasi-judicial governmental and / or administrative authority.
- q) There is no show cause notice received by it, or any pending investigation or inquiries against it, the outcome of which may affect the Registrar's ability to perform the Assignment and/ or its duties or obligations under this Agreement.
- r) It is duly incorporated and validly exists under Applicable Laws. This Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment by the Registrar does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court



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or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.

- s) In the event, the Registrar is unable to continue to act as the Registrar to the Issue, at any point of time, due to any order, direction or injunction of any statutory, judicial or regulatory authority or otherwise, it shall immediately inform the Company, and the Book Running Lead Manager in writing and take steps, in consultation with and as per the directions of the Company, and the Book Running Lead Manager for a smooth transition of the data held by the Registrar pertaining to the Issue and Equity Shares held by the Registrar (at no cost to the Company for such transition) to another registrar as may be appointed by the Company, in consultation with the Book Running Lead Manager. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
 - t) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions etc., issued by SEBI or the Central Government and for redressal of investor grievances.
 - u) It shall keep the Company, and the Book Running Lead Manager fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory or statutory or administrative or judicial authority from time to time. The Registrar shall, in the event of any change in its status or constitution, subject to prior written consent of the Company with respect to such change in its status/constitution, obtain the permission of SEBI and any other regulatory authority, as may be applicable and shall duly inform the Company and the Book Running Lead Manager of such change in status or constitution.
 - v) It shall hand-over to the Company, as applicable, all the records/ data and all related documents which are in its possession in its capacity as the Registrar to the Issue, within twenty-four hours from the date of termination of this Agreement or within twenty-four hours from the date of cancellation of its certificate of registration as Registrar, whichever is earlier.
 - w) It has formulated and implemented a comprehensive policy framework approved by its board of directors, and is in compliance with the requirements of, and has implemented all systems and policies as required under paragraphs 11 and 24 of the SEBI RTA Master Circular.
 - x) The Registrar shall provide back-up documents for the transactions to the BRLM within one month of closure of the Issue.
5. The Company, in relation to the Issue, hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, as required, 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 governmental, judicial, quasi-judicial, administrative, and any other statutory/regulatory authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement which are in violation of any Applicable Laws, and any rules, regulations and guidelines issued by SEBI or any other statutory, regulatory judicial, quasi-judicial governmental and / or administrative authority, the Registrar shall immediately notify the Company, Shareholders and the Book Running Lead Manager in writing, pursuant to which the Company, as applicable, shall be free to withdraw, modify or clarify such instructions, if required that is satisfactory to the Company, and the BRLM.
6. This Agreement is being entered into between the Company, and the Registrar for engaging KFin Technologies Limited as the Registrar to the Issue and does not in any way bind the Company to appoint KFin Technologies Limited as the registrar and share transfer agent of the Company. The Company have the absolute right to appoint any other agency as its respective registrar and share transfer agent. In the event of appointment of any other agency as the registrar and share transfer agent of the Company other than KFin Technologies Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Issue in a format compatible to the registrar and share transfer agent appointed by the



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Company, without any additional charges. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company, or any of 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 this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and generally 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 mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Issue specified in this Agreement, the Underwriting Agreement, the Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement or any other agreements in relation to the Issue to which it is a party, and the Issue Documents. The Registrar hereby consents to the inclusion of its name, its logo and other requisite details (including address, contact and SEBI registration details) as the Registrar to the Issue, required under Applicable Laws, in the Issue Documents and in all other documents as are required for the Issue, in the format of consent letter agreed between the Parties.
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
- a) To enter into the Cash Escrow and Sponsor Bank Agreement with the Company, the BRLM, the Syndicate Members and the Bankers to the Issue (including the Sponsor Banks) in terms of which escrow account(s) will be opened ("**Escrow Account(s)**"), wherein the Registrar shall issue requisite instructions to the Bankers to the Issue in terms of the Cash Escrow and Sponsor Bank Agreement;
 - b) To enter into the 'Underwriting Agreement' with the Company, the Underwriters and the 'Syndicate Agreement' with the Company, the Book Running Lead Manager 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. To provide the necessary notices and perform such other functions as may be agreed upon in accordance with the Underwriting Agreement;
 - c) To enter into any other agreement with the Company, the Book Running Lead Manager, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement;
 - d) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (the "**ISIN**") of the Equity Shares and for finalising and being a party to the tripartite agreement to be entered into with the Depositories if not already generated;
 - e) Liaising with the Designated Intermediaries and the Sponsor Bank(s) to carry out the required steps for the purposes of the Issue.
 - f) Facilitating dematerialisation, if required and instructed, of the Equity Shares held in physical mode by the existing shareholders of the Company, prior to the filing of the Draft Red Herring Prospectus;
 - g) To provide detailed instructions to the Bankers to the Issue, SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, registrars and share transfer agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Issue (collectively, the "**Designated Intermediaries**"), as applicable, including the format and timeline of receipt of information.

Providing/ specifying the format and timelines to the Designated Intermediaries in which



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information in relation to ASBA or the UPI Mechanism is required;

- i) To finalise with the Company, and the BRLM and provide written confirmation on the amount of processing fees payable to SCSBs and the Sponsor Bank(s) with respect to the syndicate, ASBA, Bids made by UPI Bidders, brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of commission payable to the members of the Syndicate, sub-Syndicate members/agents, SCSBs, the Registered Brokers, the CDPs and the RTA, the Bid/Issue Opening Date and the Bid/Issue Closing Date, including details of revision in Price Band, Floor Price, Bid/Issue Period, if any to the Designated Intermediaries;
- j) Accepting and collecting completed ASBA forms;
- k) Intimating to the Designated Intermediaries and the Sponsor Bank(s) 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;
- l) Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Bank(s) and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
- m) Finalising with the Company, and the BRLM on the amount of processing fees, brokerage and commission payable to the Designated Intermediaries;
- n) Ensuring that, with respect to UPI Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- o) Providing inputs for finalising the Bankers to the Issue and assist in, *inter alia*;; (i) collection of application money from the Anchor Investors in the 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) identification of the collecting branches at the collection centres, finalised;
- p) 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:

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as issuer banks for UPI;
- q) Follow up with the Sponsor Bank(s) (through the Designated Stock Exchange), 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(s), 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;
- r) Submitting the details of cancelled/withdrawn/deleted applications to SCSBs 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. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis from the Issue Opening Date till the Issue Closing Date, as per the SEBI RTA Master Circular, in a format as prescribed by SEBI from time to time;
- s) The Registrar shall provide the allotment/revoke files to the Sponsor Bank(s) 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;



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- t) The Registrar shall also prepare and assist the BRLM in computing the compensations payable in accordance with a compensation mechanism as prescribed by SEBI under the ICDR Master Circular or applicable laws;
- u) It shall receive pending applications for unblock submitted with it, in accordance with the SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI and submits the bank-wise pending UPI applications for unblocking to SCSBs along with the allotment file, such that the unblocking is completed not later than 4:00 p.m. IST on the day two (2) Working Days after the Bid/Issue Closing Date 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/ cancelled/ withdrawn/ deleted applications etc.;
- v) 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;
- w) It is the sole responsibility of the Registrar to procure and collect the final certificates from the Sponsor Bank(s), Bankers to the Issue, all the SCSBs, including the syndicate SCSBs, participating in the Issue, on the Issue closure day or within such timeline as may be prescribed under the applicable law;
- x) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate to be appointed by the BRLMs through the Stock Exchange of the mismatches, if any, that may warrant a correction of the Bid Data, as applicable;
- y) 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;
- z) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, the Registrar to check whether the Bidder falls under the Sikkim category or any other exempt category;
- aa) To review the sections related to Issue procedure in the Issue Documents and confirm their accuracy;
- bb) Receiving, reviewing and providing inputs to the Company for designing and printing the Bid cum Application Forms, Confirmation 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;
- cc) Advising the Company on the amount of stamp duty payable and mode of payment of such stamp duty on the Equity Shares being issued through the Issue, as applicable;
- dd) Preparing the CAN, and the revised CAN if any, for Anchor Investors, Allotment Advice for ASBA Bidders as applicable who have been Allotted Equity Shares in the Issue and any other pre and post Issue related stationery, as requested by the Company, the BRLM or legal counsel;
- ee) Collecting within the timelines prescribed under and in accordance with Applicable Laws and in accordance with the agreements entered in this regard provided and 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



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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 prescribed by SEBI from time to time and relevant agreements entered into in this regard and instructed by the BRLM.;

- 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 and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation;
- iv. Coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders by way of UPI from all Sponsor Bank(s) after closure of Bid/ Issue Closing Date;
- v. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank(s);
- vi. soft and hard copies, as applicable, of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the Designated Intermediaries, SCSBs and the Sponsor Bank(s)/ Stock Exchanges, as applicable, 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. PAN, DP ID, Client ID, UPI ID and other Demographic Details of valid beneficiary accounts from the Depositories; and
- xi. 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;

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



- gg) At the time of finalisation of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for paragraph 43 of the SEBI RTA Master Circular;
- hh) To process all Bids along with bank schedules received from the Designated Intermediaries and the Sponsor Bank(s) in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- ii) To advise the Designated Intermediaries through each of the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- jj) 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;
- kk) To screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Issue Documents and rejecting such 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;
- ll) 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;
- mm) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;
- nn) To inform the Designated Intermediaries and the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- oo) To reconcile the compiled data received from the Stock Exchanges and all SCSBs, the BRLM, the Escrow Collection Bank and the Sponsor Bank(s), and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- pp) 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;
- qq) 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);
- jj) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- rr) 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 within such timeline as may be prescribed under applicable law;

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 Sponsor Banks (through Stock Exchanges) for submission of final certificates, after taking into account



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rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law;

- tt) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank(s) who shall use such information for due validation;
- uu) 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;
- vv) To follow and complete all processes provided in the Issue Documents and in the General Information Document issued by SEBI, as applicable;
- ww) 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;
- xx) To maintain the details and 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;
- yy) 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 consolidated certificates of compliance from SCSBs to the BRLM, on the next Working Day from finalization of Basis of Allotment in accordance with the SEBI RTA Master Circular or within the timelines prescribed by SEBI;
- zz) To co-ordinate with the appointed Sponsor Bank(s)/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLM within the timelines and format specified in the SEBI RTA Master circular or as may be otherwise specified by SEBI;
- aaa) 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;
- bbb) 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;
- ccc) To prepare the complete list of valid applications (after all rejections, including rejections on technical ground), and present the same category-wise to the Company, and the BRLM;
- ddd) To communicate to the Company, the BRLM at the earliest in the event of discrepancy between online system of the Stock Exchanges and the bank schedules and the final certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the BRLM, the SCSBs and the Sponsor Banks in a timely manner;
- eee) 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 or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the number of Bid cum Application Forms collected and amount of monies received from Bidders and deposited in such escrow accounts opened for the purposes of the Issue on a regular basis to the Company, the BRLM and the Registrar, on a daily basis until the end of Bidding;
- fff) To provide exceptions to enable the Company, and the BRLM to take decision on the Bids;
- ggg) To enter accurate data based on physical Bid cum Application Forms and verify scanned copies



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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;

- hhh) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank(s) with the electronic bid details in terms of the UPI Circulars, SEBI RTA Master Circular and any other applicable law, on the basis of which the Basis of Allotment will be finalised;
- iii) 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 in order for the finalization of rejections to be completed before 6:00 PM on the first Working Day from the Bid/Issue Closing Date of the Issue. The Registrar shall also provide exceptions, if any, to enable the Company, and the BRLM to take decision on the Bids;
- jjj) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- kkk) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;
- jjj) 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;
- kkk) To provide correct data in time, to enable the Company and the BRLM to determine and finalise the Basis of Allotment before 6:00 PM on the first Working Day from the Bid/Issue Closing Date after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment and finalising the list of persons entitled to Allotment of Equity Shares;

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 and each of the in its corporate action for credit of Equity Shares upon Allotment/lock-in for pre-Issue share 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 share 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 the Company, each of the BRLM Indemnified Parties, for the cost incurred on account of payment of such interest or damages;

- III) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, 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



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Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act;

- v. Particulars relating to the requisite money to be transferred to the accounts of each of the against valid Bids; and
 - vi. Particulars relating to, rejected /withdrawn/ unsuccessful Bids.
- mmm) 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;
- nnn) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company);
- ooo) 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 RoC);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed;
 - viii. Prepare necessary documents to assist in filing form FCTRS; and
 - ix. Any other registers and/ or data as may be requested by the Company, and/ or the BRLM in relation to the Issue.
- ppp) To ensure that allotment made is in a correct and timely manner including to coordinate with the concerned Depository and timely uploading of the correct file in the depository system is made and ensuring that number of Equity Shares allocated to each category of bidder is correct in all respects including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;
- qqq) Post communication of the Basis of Allotment by the Company, to prepare 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/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, and the BRLM, as applicable;
- rrr) Preparation of the fund transfer schedule along with reconciliation of total funds received from Escrow Collection Banks, and total amounts blocked in the ASBA Accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts or for initiation of refunds from the Escrow Account and transfer the requisite money to the Public Issue Account (including for eventual credit to the Company) within the timelines specified under the UPI Circulars, the SEBI RTA Master Circular, and any other



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applicable law 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 law;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Issue Account in accordance with the terms of this Agreement, the Issue Documents and under applicable law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank(s) 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;
- sss) 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;
- ttt) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI including paragraphs 41 and 45 of the SEBI RTA Master Circular and the Issue Documents;
- uuu) To make suitable arrangements to; (i) send SMS to ASBA investors for blocking of funds at the time of Application and for unblocking of funds in cases of no/partial allotment; (ii) send e-mails to ASBA investors for unblocking of funds in cases of no/partial allotment and (iii) submit 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. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc;
- vvv) To provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Issue Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment.
- www) To procure the mobile numbers and email addresses for sending SMS and e-mail to the ASBA investors from the information provided by the Depositories and/ or by the Sponsor Bank. In case of joint bidders, it is clarified that the information of the first holder shall be used to send the SMS and e-mail;
- xxx) The Registrar shall send the SMS and emails to ASBA investors only after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications in accordance with the SEBI RTA Master Circular;
- yyy) Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor Bank (through the Stock Exchanges) and SCSBs, as applicable, for credit of funds in the Public



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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 the Public Issue Account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidder or his / her bank;

zzz) In accordance with instructions received from the Company a, to give required files, along with controls, to the Company and 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;

aaaa) 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;

To give required assistance to the Company to arrange to carry out lock-in for the pre-Issue share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories;

bbbb) 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, and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Issue Documents and maintaining proper records of such refunds;

cccc) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with the Stock Exchanges;

dddd) 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;

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

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

gggg) To validate the bids and process rejections and allotment of Equity Shares in accordance with the disclosures in the Issue Documents and Applicable Laws.

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

iiii) Finalisation of various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue BRLM, each of 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;

jjjj) 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



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commercial agreement with the Company for storage of such records and are made available to the Company at regular intervals, or upon request;

- kkkk) 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;
- llll) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;
- mmmm) To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advice 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 and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least 8 (eight) years and are informed and made available to the Company at regular intervals, or upon request;
- nnnn) 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;
- oooo) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- pppp) To coordinate with the Sponsor Bank(s), SCSBs, the BRLM, NPCI and other parties as may be required for completing the post-Issue related formalities in relation to the Issue;
- qqqq) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- rrrr) 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, within three Working Days from the date of closure of the Issue are taken within such timeline as prescribed by SEBI under applicable law from time to time;
- ssss) To give instructions to transfer the funds from the Escrow Account to the Public Issue Account, for eventual credit to in accordance with the Issue Documents and applicable laws;
- tttt) 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;
- uuuu) 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 and Price Band, Bid/ Issue Opening Date and Bid/Issue Closing Date advertisements have appeared earlier;
- vvvv) 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 refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds and (ii) status of redressal of investor complaints received and pending in the format specified by the Company, and the BRLM;
- wwww) 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



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Designated Intermediaries based on the terminal from which the Bid has been uploaded;

- xxxx) 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 ICDR Master Circular and as disclosed in the Issue Documents. The payment to CDPs and RTAs shall be 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 law;
- yyyy) To ensure compliance with all applicable regulations and guidelines, including the provisions of the ICDR Master Circular and the UPI Circulars;
- zzzz) Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank(s) 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;
- aaaa) 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;
- bbbb) Providing data to the Company, and the BRLM for necessary filings with the Reserve Bank of India, if applicable;
- cccc) To provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLM, 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;
- dddd) 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 as set out under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended and to use PAN issued by the Income Tax Department of India to check compliance for a single FPI in accordance with the SEBI RTA Master Circular. Further, the Registrar, at the time of finalization of Basis of Allotment during the Issue shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Issue to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time;
- eeee) Hand-over to the Company, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Issue, within 15 days from the date of termination of this Agreement or within one month from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLM within 15 days of closure of the Issue;
- ffff) 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 Bid/Issue Closing Date, rejection of Bids, etc; and
- gggg) At the time of the finalization of the Basis of Allotment, Investors must ensure that their PAN is linked with Aadhaar and are in compliance with the notification by the Central Board of Direct Taxes dated February 13, 2020 and press release dated June 25, 2021, September 17, 2021 and March 28, 2023 and any subsequent press releases in this regard.
- hhhh) To assist the BRLM to make the requisite submissions to regulators in relation to the Issue, if any.



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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 law, including the RTA Regulations and the SEBI RTA Master Circular and for the minimum duration prescribed under applicable law, without limitation, the following:

- a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank(s) 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(s) including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges;
- b) Data/information received from the SCSBs and the Sponsor Banks including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
- c) all the electronic records, 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;
- d) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
- e) particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn;
- f) 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;
- g) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company in consultation with the BRLM and the Designated Stock Exchange, along with relevant annexures and details;
- h) Demographic Details obtained from the concerned Depositories;
- i) terms and conditions of the Issue of the Equity Shares;
- j) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- k) list of names of successful Bidders and unsuccessful Bidders;
- l) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Issue;
- m) particulars relating to the monies to be transferred to the Public Issue Account and the refunds to be returned/unblocked to the Bidders;
- n) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLM and the Designated Intermediaries;
- o) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- p) particulars relating to 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



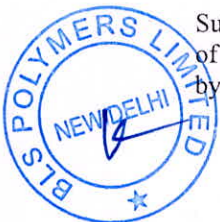
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respective ASBA Accounts, against valid Bids;

- r) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, 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, each of and the BRLM as required by the Company, and the BRLM;
- u) Reconciliation between funds deposited in the SCSBs, Sponsor Bank(s) and Banker(s) to the Issue and total of amounts stated in Bid data received in the Issue.
- v) 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;
- w) 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;
- x) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc. as applicable;
- y) details of demand drafts issued, if any, as applicable;
- z) records of change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc.;
- aa) records of correspondence in respect of investor complaints, grievances or queries;
- bb) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID details;
- cc) 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;
- dd) records of pre-printed Issue stationery, including CAN (if any), Allotment Advice, refund orders and duplicate refund orders showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- ee) 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
- ff) such other records as may be specified by SEBI, the Company, the Designated Intermediaries and/or the BRLM for carrying on the activities as Registrar to the Issue.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall retain physical application forms submitted by UPI Bidders for a period of 6 (six) months and thereafter forward the same to the Company. In respect



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of electronic forms received by it, the Registrar shall maintain the relevant electronic records for a minimum period of three years.

Subject to the provisions of any law, including Regulations 14 and 15 of the SEBI RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. 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. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:

- a) To initiate third party confirmation process not later than 9:00 am on T+2 day. SCSBs and issuer banks to provide confirmation on the third-party applications to the Registrar not later than 9:00 pm on T+2. The Company, BRLM and Registrar to submit relevant documents to the stock exchange(s) except listing application, allotment details and demat credit and refund details for the purpose of listing permission.
- a) Following up with the Sponsor Bank(s) (through the Designated Stock Exchange), 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 each Sponsor Bank(s), Banker to the Issue and SCSB and advising the Syndicate Members to be appointed by the Book Running Lead Manager through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- b) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Sponsor Bank(s) and all the SCSBs, including the Syndicate SCSBs, participating in the Issue, within such time as prescribed under Applicable Law;
- c) It shall receive pending applications for unblock submitted with it, not later than 5.00 pm, on the next Working Day following the Basis of Allotment in accordance with the ICDR Master Circular as amended;
- d) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the BRLM, and ensuring the effective redressal of such grievances;
- e) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on the letterhead/ stamped and confirm that such certificates, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate to be appointed by the BRLM through the Stock Exchange of the mismatches, if any, that may warrant a correction of the Bid data;
- f) Obtaining from the Depositories, the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- g) To communicate to the BRLM, the Company, at the earliest any 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, the BRLM, the SCSBs and the Sponsor Bank(s) in a timely manner.
- h) To review the sections related to Issue procedure in the Issue Documents and confirm their accuracy;

Receiving and providing inputs to the Company and the Book Running Lead Manager for designing and printing the Bid cum Application Forms and ensuring that the Floor Price or the Price Band is



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prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and with the Designated Intermediaries;

- j) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued through the Issue;
- k) Preparing the Confirmation of Allocation Note for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Issue related stationery;
- l) Providing the allotment / revocation files to the Sponsor Bank(s) by such time as prescribed in the UPI Circulars.
- m) Collecting within the timelines provided under the circulars and regulations notified by SEBI and in the manner as specified by the Company, and the Book Running Lead Manager and under Applicable Law:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank(s), and the other Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Manager, 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. Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLM and the ASBA Forms to the Designated Intermediaries.
 - iii. the electronic Bid data (including the ASBA Bid data) from the Stock Exchanges;
 - iv. 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;
 - v. coordination and obtaining certificate of blocked funds, in respect of Bids made by the UPI Bidders by way of the UPI Mechanism, from the Sponsor Bank(s) after the Bid/Issue Closing Date;
 - vi. aggregate data in relation to the total number of ASBA Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded ASBA Bids, from each Designated Intermediary/Sponsor Bank(s)/Stock Exchanges;
 - vii. soft and hard copies, as applicable, of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank(s)/Stock Exchanges, as applicable, and with respect to the Anchor Investors, the Anchor Investor Application Forms from the Book Running Lead Manager and the data / information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks; 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 Book Running Lead Manager;
 - viii. PAN, DP ID, UPI ID and Client ID details of valid beneficiary accounts from Depositories; and
 - ix. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;



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

- n) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms within the specified regulatory timelines;
- o) To process all Bids along with the bank schedules received from the Sponsor Bank(s), Escrow Collection Banks, the SCSBs and other Designated Intermediaries, as applicable, in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- p) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- q) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Red Herring Prospectus and Prospectus and rejecting such Bid cum Application Forms in consultation with the Company, and the Book Running Lead Manager. 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.;
- r) 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 Depositories' database and provide a file to the Book Running Lead Manager and the Syndicate Members of the erroneous Bids which will be considered as invalid;
- s) Deliver the Bid file received from the Stock Exchanges containing the Bid cum Application numbers, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation/reconciliation at their end;
- t) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from the Escrow Collection Banks, the Sponsor Bank(s) and the SCSBs and the Book Running Lead Manager and match the same with the Depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- u) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, and the BRLM;
- v) To inform the Designated Intermediaries of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- w) To reject the Bids in case the DP ID, Client ID, UPI ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Syndicate Members, the Registered Brokers, RTAs, CDPs and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
- x) 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);
- y) To forward the exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/Issue Closing Date, or such earlier time as may be prescribed under Applicable Law;
- z) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;



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- aa) To coordinate with the Escrow Collection Banks (in case of Anchor Bids), SCSBs (in case of ASBA Bids) and Sponsor Bank(s) (through the Stock Exchanges) for submission of provisional and final certificate, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Issue and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Law;
- bb) To immediately inform the Company, and the Book Running Lead Manager 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;
- cc) To ensure that the Basis of Allotment is in accordance with SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- dd) To complete and follow all processes indicated in the Issue Documents;
- ee) To complete validation of beneficiary account details including to confirm the status of QIBs;
- ff) 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;
- gg) 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 Book Running Lead Manager and the Company;
- hh) To prepare the complete list of valid applications (after all rejections including rejections on technical grounds), and present the same category-wise to the Company, and the Book Running Lead Manager;
- ii) To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Issue as may be agreed between the Company, the Book Running Lead Manager and the Registrar, on a daily basis at the end of the Bidding to the Company, and the Book Running Lead Manager;
- jj) To provide exceptions to enable the Company, and the Book Running Lead Manager to take decision on the Bids;
- kk) To ensure that the Designated Intermediary's performance is calculated based on the broker/Syndicate Member terminal IDs and the application ranges shared by all the Book Running Lead Manager, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- ll) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- mm) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank(s) and the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, , the SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the ICDR Master Circular and the UPI Circulars on the basis of which the Basis of Allotment will be finalised, and ensure compliance with all applicable regulations and guidelines including the ICDR Master Circular and the UPI Circulars (collectively, the "**Relevant SEBI Circulars**"), on the basis of which the Basis of Allotment will be finalized and ensure compliance with all applicable regulations and guidelines including the including the Relevant SEBI Circulars;



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- nn) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the Bid/Issue Closing Date, or such earlier time as may be prescribed under Applicable Law such that the finalization of rejected Bids can be completed prior to 3:00 p.m. IST on the day one (1) Working Day after the Bid/Closing Opening Date;
- oo) To undertake 'technical rejections' based on electronic bidding details and to prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- pp) To send the Confirmation Allocation Note to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Issue;
- qq) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- rr) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Issue SCSBs and the Sponsor Bank.
- ss) Rejecting the Bids in respect of which the DP ID, Client ID, UPI ID and PAN specified in the reconciled data does not match the details in the depository's database.
- tt) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs; to deliver communication to the Company and the Book Running Lead Manager 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(s), Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the Book Running Lead Manager, the Sponsor Bank(s), Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- uu) To provide correct data in time, within the timelines prescribed by SEBI from time to time, to enable finalization of the Basis of Allotment in consultation with the Book Running Lead Manager 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

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

- vv) To coordinate with the Sponsor Bank(s)/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 and in the format mentioned in the ICDR Master Circular;
- ww) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the Allotment Advice in consultation with the Company, and the Book Running Lead Manager, post communication of the Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Allotment and to assist the Company in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Issue capital (except for any other Equity Shares that are exempted from lock-in requirements under the SEBI ICDR Regulations), within three Working Days from the Bid/Issue Closing Date and relevant SEBI circulars and to receive confirmation of lock-in within such time as may be prescribed under Applicable Laws, instructions to Sponsor Bank(s), SCSB's/Escrow Collection Bank for



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unblocking/transferring of funds to Public Issue/Refund Account. For any delay attributable to the Registrar, the Registrar will be fully responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLM's Indemnified Parties, the Company, the cost incurred on account of payment of such interest and/ or damages, as the case may be in the manner set out in this Agreement and the Letter of Indemnity, as applicable.;

- xx) To prepare funds transfer schedule based on approved Basis of Allotment;
- yy) To keep accurately, at all times, the electronic records relating to Bids received from all Designated Intermediaries and the Book Running Lead Manager, including:
- i. Bids from the online system of the Stock Exchanges and ASBAs furnished by SCSBs, the Syndicate, RTAs, CDPs and the Registered Brokers and the Book Running Lead Manager;
 - ii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - iii. particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders;
 - iv. Particulars relating to the requisite money to be transferred to Public Issue Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - v. Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- zz) In relation to Bids made in the QIB portion, carry on the following activities:
- i. providing QIB Bid file to the members of the Syndicate on the Bid/ Issue Closing Date;
 - ii. match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies; and
 - iii. in the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor in consultation with the Registered Brokers / Syndicate Members and the BRLM.
- aaa) 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;
- bbb) To prepare a distribution schedule and analysis form for purposes of the Stock Exchanges or the Company and the Book Running Lead Manager;
- ccc) Prepare the registers and other data, including but not limited to the following:
- i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;



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- v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and
 - viii. Any other register and/ or data as may be requested by the Company, and the BRLM in relation to the Issue.
- ddd) To post communication of the Basis of Allotment by the Company, prepare the list of Allottees entitled to Allotment of Equity Shares and prepare instructions for unblocking and/or transfer of funds from the Sponsor Bank(s), Escrow Accounts and relevant ASBA Accounts to the Public Issue Account and the Refund Account;
- eee) To ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- fff) 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;
- ggg) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSB for ASBA Bids; and (ii) Escrow Collection Banks/Sponsor Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account (including for eventual credit to the Company) within the timelines specified under Applicable Laws, including the SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the ICDR Master Circular, and the UPI Circulars:
- i. Number of Equity Shares to be allotted against each valid ASBA or each valid Bid, as the case maybe and the list of successful Bidders;
 - ii. Amount to be transferred from the 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 Bidder and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines as per Applicable Laws;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Issue Account;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank(s) to enable them to refund or unblock the relevant bank accounts, as the case may be;
 - v. Provide bank wise data of Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to be credited to the Escrow Collection Banks, Sponsor Bank(s), SCSB's and the Refund Banks.
- hhh) 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 (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Issue Documents, this Agreement, SEBI ICDR Regulations, or the ICDR Master Circular, the circulars or regulations issued by the SEBI, the Red Herring Prospectus and the Prospectus;



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- iii) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Banks, Sponsor Bank(s), SCSB's and the Refund Banks;
- jjj) 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;
- kkk) To take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- lll) To dispatch letters of Allotment/ Allotment Advice, refund orders and credit of 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 Book Running Lead Manager and assist the Company, and the Book Running Lead Manager in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and the Issue Documents;
- mmm) 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
- nnn) To revalidate refund orders, where permitted;
- ooo) To carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- ppp) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, and the Book Running Lead Manager;
- qqq) Finalization of various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the post-Issue Book Running Lead Manager, 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;
- rrr) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Issue Period and after closing of the Issue, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such period prescribed under Applicable Laws and are informed and made available to the Company at regular intervals or upon request;
- sss) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Issue monitoring reports, etc., within timelines mentioned in the Issue Documents, in consultation with the Company, and the Book Running Lead Manager;
- ttt) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;
- uuu) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advices, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules and regulations issued by SEBI, and provide requisite reports to the Company and the Book Running Lead Manager during the Issue Period and after closing of the Issue;
- vvv) To assist the Company, and the Book Running Lead Manager, as applicable, 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;



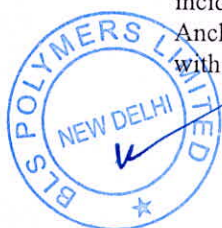
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- www) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- xxx) In accordance with Applicable Laws, ensuring the 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);
- yyy) 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 such timeline as prescribed by SEBI;
- zzz) To move the funds from the SCSBs. Sponsor Bank(s) and Escrow Collection Banks to the Company's Public Issue Account, for eventual credit to the Company in accordance with the Issue Documents and Applicable Laws;
- aaaa) To consolidate the list of subscriptions received through the Underwriters to the Issue and evaluating their performance. Prepare statement of selling commission payable, if any, and arrange for their dispatch;
- bbbb) To provide data to assist the Company and the Book Running Lead Manager in publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Bid/Issue Opening/Closing advertisements have appeared earlier;
- cccc) To provide weekly reports to the Company, and the Book Running Lead Manager on the (i) status of Equity Shares lying in demat Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors and (iii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company, and the Book Running Lead Manager;
- dddd) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the Book Running Lead Manager and the other Designated Intermediaries based on the terminal from which the Bid has been uploaded;
- eeee) 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, CDPs, RTAs and SCSBs shall be made in accordance with the ICDR Master Circular 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;
- ffff) The Registrar shall continue to be responsible to collect information from the SCSBs and other Designated Intermediaries as may be requested by the BRLM or the Company, in accordance with the UPI Circulars, including the annexures and certificate, in terms of the ICDR Master Circular. Upon receipt of such certificate and annexures, the Registrar shall maintain a record of the same and the consolidated compliance of all SCSBs shall be provided by the Registrar to the BRLM, as and when sought or such other timelines as may be prescribed in terms of the ICDR Master Circular or UPI Circulars;
- gggg) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- hhhh) To provide assistance to the Company, and the Book Running Lead Manager 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;



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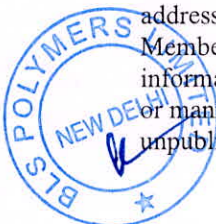


- iiii) To provide in a timely manner all accurate information to be provided by it under this Agreement and to communicate to the Company, and the Book Running Lead Manager at the earliest in the event of discrepancy between online system of the Stock Exchanges and SCSB's data;
- jjjj) To ensure compliance with UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank(s) and undertaking all necessary activities in this regard;
- kkkk) To prepare and assist BRLM in computing the compensation payable in accordance with ICDR Master Circular;
- llll) To submit the details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges in the manner set out in ICDR Master Circular as amended. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder;
- mmmm) Subsequent to receiving pending application for unblock from Sponsor Bank(s), submitting bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, 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 law). The allotment file shall include all details as prescribed under the UPI Circulars, including all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc;
- nnnn) 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 for onward submission to the SEBI as and when sought; and
- oooo) To prepare and to share the list (including updated list daily) of SCSBs who do not provide the confirmation as per the ICDR Master Circular within the prescribed timeline.

Subject to the provisions of any law, including Regulations 14 and 15 of the SEBI RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. 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.

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

"Confidential Information" shall include all but shall not be limited to information provided by the Company to the Registrar in relation to this Agreement and in respect to the Issue, in any nature and form both written and oral, including 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 dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company, 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, intellectual property information, 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



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assurance programs, price lists, pricing policies, software programs, software codes, algorithms, source documents, 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 activitiesits information concerning research, financial(s), procurement requirements, client lists, investors, employees, contractual relationships, business and forecasts, marketing plans, rights and obligations of the Parties in relation to the Agreement and the Agreement itself and such other information which by its nature or the circumstances nature manifestly confidential that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

The Registrar agrees to keep all confidential information shared by the Company, confidential and agrees to not disclose to any third party, in whole or in part any such Confidential Information without the Company (as relevant) express written consent, subject to disclosures required for the purpose of the Issue and/ or as may be required by applicable laws.

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 BRLM in writing.

The provision of this Clause 11 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

12. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to the Sponsor Bank(s), Escrow Collection Banks or SCSBs to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Accounts as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and dispatch of refund orders without delay, including providing the Bankers to the Issue, Escrow Collection Banks with details of the monies or any surplus amount to be refunded to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Refund Banks, including any of their correspondent banks, if any.
13. The Registrar shall ensure that:
- investors shall be sent the first response within one (1) Working Day after receipt of complaint. The Registrar shall redress complaints of the Bidders within three (3) days of receipt of the complaint, or such earlier time as may be prescribed under Applicable Laws, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
 - the enquiries and / or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - The Registrar shall keep the Company, and the BRLM informed about the frequency, number, nature and other particulars of the complaints received and the manner in which such complaints have been redressed by the Registrar.
 - in accordance with Applicable Laws, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn) and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank(s) not later than 5:00 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). The Registrar shall also 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;



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- e. the Registrar has a proper system to track, address and redress investor complaints;
 - f. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking / refund of application monies without delay and as per Applicable Law;
 - g. For the electronic Bids which are rejected as invalid because of DP ID/ Beneficiary Account ID/ UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;
 - h. 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(s) 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;
 - i. uniform procedure is followed for the processing of Bid cum Application Forms;
 - j. it shall provide status update at periodic intervals to the Book Running Lead Manager, the Company, including updates on the nature and status of all investor grievances;
 - k. the information furnished to the SCSBs, the Syndicate, the Registered Brokers and any other Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
 - l. the Registrar shall be responsible for the correctness and validity of the information furnished by it to SCSBs, Sponsor Bank(s) and Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement; and
 - m. it maintains an insider list in accordance with the directions of the Company.
14. The Registrar acknowledges and shall comply with the SEBI RTA Master Circular and any other circulars or notifications issued thereunder, as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Issue shall also use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor.
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 Company;
 - (d) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws ; and
 - (e) neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-



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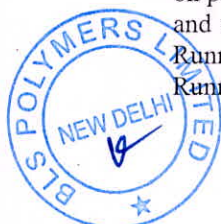


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corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

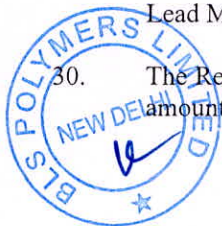
16. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
- (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (b) it will immediately notify the Book Running Lead Manager, and the Company if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - (c) 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;
 - (d) it has obtained and shall maintain adequate insurance for omissions and commissions, frauds by employee/s to protect the interests of the investors in accordance with the SEBI RTA Master Circular;
 - (e) it shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement; and
 - (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.
17. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents 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.
18. The Registrar confirms that neither it nor 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.
19. Immediately on receiving the instructions from the Company and / or the Book Running Lead Manager as the case may be, in accordance with the Cash Escrow and Sponsor Bank(s) Agreement, the Registrar shall issue instructions to all the SCSBs and the Sponsor Bank(s) to unblock the ASBA Accounts and / or dispatch the refund orders, as applicable within the period specified in the Issue Documents. If the Company, as the case may be, are liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs or the Sponsor Bank(s), as the case may be, to unblock bank accounts of the respective ASBA Bidders within the period stated in the Issue Documents and the ICDR Master Circular on receiving the instruction to do so from the Company and/or the Book Running Lead Manager or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest, compensation, damage, loss, as per the Applicable Laws. If the Company, or the Book Running Lead Manager are made liable to compensation / damages for or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time / reasonable time / time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI, including the ICDR Master Circular or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, or the Book Running Lead Manager for such compensation / damage, loss etc. incurred by the Company, or the Book Running Lead Manager, as the case may be.



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20. In case of refunds through electronic means like NACH, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Anchor Investors in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
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 Book Running Lead Manager 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, as the case may be. 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 applicable.
22. The Registrar will handle the Issue related work from its office at Mumbai 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 shall, on behalf of itself, make available in advance to the Registrar requisite funds mutually agreed among the Company and the Registrar, for postage, mailing charges for dispatching of allotment letters / allotment / allocation advice, share certificate etc. within two Working Days from the Bid / Issue Closing Date. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and shall share the same with the Company within five days from the date of receipt of request from the Company. The registrar 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 necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend all necessary assistance to the Registrar in such matters.
25. The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary.
26. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the Board of the Company.
27. The Registrar shall extend all necessary support to the Company, the Book Running Lead Manager, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI process.
28. The Issue stationery including CAN, revised CAN (if applicable), certificates, letters of Allotment, allotment / allocation advices and refund orders/intimation envelopes etc. shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Issue. The Company will arrange to obtain prior approval for the Issue stationery from the Stock Exchanges and the Refund Bank.
29. The Registrar will finalize various monitoring and compliance reports such as the final post – Issue monitoring report, the compliance reports to be submitted by the Book Running Lead Manager (as per the UPI Circulars) along with relevant documents / certificates, in consultation with the Book Running Lead Manager, and the Company, to be submitted to the SEBI within the stipulated time.
30. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that



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the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID, UPI ID or Client ID and investor complaints/grievances.

31. The Registrar will provide all the relevant statements / reports to ensure commencement of trading within timelines mentioned in the Issue Documents, in consultation with the Company and the Book Running Lead Manager.
32. The Registrar will also carry-out the following activities:
 1. Initiate action to Allot Equity Shares to the Bidders, after the approval of Allotment by the Board of Directors of the Company.
 2. Give instruction to transfer/unblock the funds from the Escrow Account/SCSBs to the Public Issue Account, for eventual credit to the Company.
33. The Parties agree that the formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
34. The Parties agree that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses payable post completion of the Issue, shall be paid as per the terms and conditions specified in **Schedule I** and after deducting all taxes, duties and levies as per Applicable Laws. The Issue related expenses shall be shared by the Company in the manner set out in the Issue Agreement. 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.
35. The Registrar shall provide such information and data as required by the Book Running Lead Manager with intimation to the Company and provide certificates as may be reasonably requested by the Book Running Lead Manager, including at the stage of closure of the Issue, rejection of Bids, etc.
36. 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 in the event the Company does not take a special contingency policy to cover risks arising out of fraud, forgery errors of commission or omission, etc.
37. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reasons 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 such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavours to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of this Agreement. The Company (in respect of themselves) may terminate this Agreement upon receipt of such a notice from the Registrar.
38. The Company will be entitled to terminate this Agreement immediately in the event the Registrar's certificate of registration with the SEBI is suspended / cancelled or any other statutory, regulatory, judicial, quasi-judicial governmental and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities, or if the Registrar is in any way prohibited or

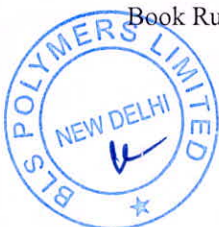


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restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.

39. In the event the Company, in consultation with the Book Running Lead Manager, decide not to proceed with the Issue, this Agreement shall stand terminated, and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination on pro-rata basis of portion of work accomplished in respect of the Issue. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company. Further, the Company and the may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid in accordance with the Issue Agreement only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing.
40. If this Agreement is ever terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company, and Book Running Lead Manager or their 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.
41. 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 RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, and the Book Running Lead Manager in a mutually agreeable format. Similar status reports shall also be provided to the Company, as and when required by the Company.
42. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
43. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default / error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost immediately to rectify such defaults or errors or failure to deliver any service contemplated by this Agreement or non-performance of services and redress such deficiencies within a period of two Working Days of receipt of written notice of such breach by the Company and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the Company, and their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, the Book Running Lead Manager, and their affiliates, partners, directors, management, representatives, officers, employees, successors, advisors, agents, permitted assigns and their respective affiliates from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgements, cost, professional fees, other charges and expenses (including without limitation interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities, arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company shall severally and not jointly be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 2 Working Days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three Working Days upon being instructed by the Company, and/or the Book Running Lead Manager transfer all the documents in its possession including those related to the Equity Shares, to any other registrar / depository as instructed by the Company, and / or the Book Running Lead Manager.

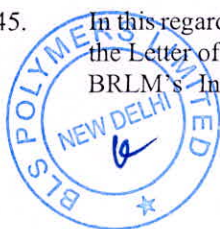


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44. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold free and harmless the Company, and their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, the Book Running Lead Manager, and their respective affiliates, partners, directors, management, representatives, officers, employees, successors, advisors, agents and their respective affiliates (collectively "**Indemnified Parties**") at all times from and against all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, costs, charges, awards, interests, judgements, expenses, including without limitation interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any delay or failure or deficiency or error or breach or omission or gross negligence or wilful default or bad faith or fraud or misconduct or any breach or alleged breach of obligation(s), responsibilities, on the part of the Registrar or any of its officers, employees or agents any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, in performing or fulfilling any of the Assignment, or any of the terms and conditions set out in this Agreement and the Letter of Indemnity and other functions, duties and services hereunder or otherwise under Applicable Laws. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement and /or any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial and/or administrative authority. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any fine imposed by the SEBI or any other Governmental Authority and/or if any information provided to the BRLM, the Company, is untrue, incomplete or incorrect in any respect or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable laws or in connection with any fine imposed by SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative and/or statutory authority. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Laws, including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and / or the Stock Exchanges or any other statutory judicial, quasi-judicial governmental, administrative and / or regulatory authority or court of law. The Registrar shall be liable to indemnify and keep indemnified the Indemnified Party for any loss, whether 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 or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct. 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, statutory, quasi-judicial 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 or any other statutory judicial, quasi-judicial governmental, administrative and /or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Book Running Lead Manager and the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.

45. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver the Letter of Indemnity in the format set out in **Schedule IV** to the BRLM, to indemnify, at all times, the BRLM's Indemnified Parties for any and all losses, liabilities, claims, actions, suits, demands,



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proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs which may be made or commenced against the Company and/or the BRLM's by any Bidder or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any failure, error or deficiency arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. The Registrar shall further indemnify and refund all costs incurred by the BRLM's Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in queries relating to such services from the SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM's Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, and that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity.

46. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties to this Agreement to communicate electronically with themselves / BRLM and all third parties on all matters related to this Assignment.
47. The Registrar may have to provide certain information regarding the Bidders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with the Bidders.
48. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered / speed post, e-mail. Any notice, communication, information, notification, instruction, or documents to be given or made by the Registrar to the Parties in accordance with this Agreement or in connection therewith must be in writing, in English. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered / speed post be deemed to have been delivered upon delivery, and if given by email thereof, provided however that any notice, etc., given by email, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Registrar:

KFin Technologies Limited
301, The Centrium, 3rd Floor,
57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West),
Kurla, Mumbai- 400 070,
Maharashtra, India
Tel: +91-40-67162222/180003094001
E-mail: blsploymers.ipo@kfintech.com
Investor grievance e-mail: einward.ris@kfintech.com
Contact person: M.Murali Krishna
Website: www.kfintech.com

To the Company:

BLS Polymers Limited
604, Indra Prakash,
21, Barakhamba Road,
New Delhi-110 001, Delhi, India.
Telephone: +91-112 331 0658



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E-mail: corporate@blspolymers.com

Contact person: Neha Kumar Sunit

49. The Parties agree that non-compliance of any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the Company, and the Book Running Lead Manager immediately.
50. 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.
51. In the event a dispute, controversy or claim arises out of or in relation to or in connection with the validity interpretation, implementation or alleged breach of this Agreement (the "**Dispute**"), the Parties (the "**Disputing Parties**") shall attempt in the first instance to resolve such dispute through negotiations between the Disputing Parties. If the dispute is not resolved through negotiations within seven Working Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties, may invoke mediation and/or conciliation and/or arbitration proceedings for the resolution of such dispute, difference or claim, which shall be finally settled in accordance with the procedure as specified in accordance with Regulation 28 B of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 by the SEBI. 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 that may be mutually agreed upon by the Parties to the Dispute in writing), the Parties (the "**Disputing Parties**") shall by notice in writing to each other, refer the Dispute to binding arbitration administered by the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the "**MCIA Arbitration Rules**") and as per this clause. The MCIA Arbitration Rules are incorporated by reference to this clause. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended by the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 (together, the "**SEBI ODR Circular**"), the Parties have opted for arbitration in accordance with Clause 3(b) therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"). All Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
52. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
53. Subject to Clause 51 above, courts at Mumbai, shall have sole and exclusive jurisdiction for all the matters arising out of the arbitration proceedings mentioned herein above.
54. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
55. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 24 months from the date of closing of the Issue, provided that Clauses 11, 12, 13, 14, 15, 44, 45, 46, 47, 49, 50, 51, 53, 54, 58, 59 and 60 and this Clause 55 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar, whether in physical copies or soft copies shall be handed over to the Company or any party authorised (including any newly appointed registrar to the Issue) by the Company within 15 days from the date of termination of this Agreement or within 15 days from the date of cancellation of registration as a registrar, whichever is earlier.
56. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, (to the extent any instruction is required to be provided under this Agreement) and / or the Book Running Lead Manager.



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57. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
58. If any provision(s) of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
59. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. It is hereby expressly clarified that any increase or decrease in the size of the Issue at the time of filing the RHP, to the extent that such increase or decrease does not trigger a refiling of the DRHP, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Issue' shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
60. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. 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 laws), 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.

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

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

Signed for and on behalf of BLS POLYMERS LIMITED





Authorised Signatory

Name: Karan Aggarwal

Designation: Managing Director

DIN: 02030873

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

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

Signed for and on behalf of KFIN TECHNOLOGIES LIMITED

Authorised Signatory
Name: M.Murali Krishna
Designation: Sr. Vice President



SCHEDULE I

SCHEDULE OF FEES

1: Fee structure

1.1: Processing Charges (Public Issue)

Sl. No.	Particulars	Fees ₹
1.	Processing fee	₹ 1 for the entire IPO issue
2.	Validating data pertaining to depository option	
3.	Preparing soft copy of CAN's	
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank	
5.	Charges for preparing bulk mailing register	
6.	Reconciliation between bid files & amount blocked by ASBA Banks	
7.	Preparation of Basis of Allotment	NIL
8.	Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	NIL
9.	Assisting the Company in Listing	NIL
10.	Servicing of Investor, Hosting Investor Allotment / non allotment information on KFinTech's Website	Nil
11.	Sending Email to investors	₹0.50 per investor
12.	Sending SMS to investors	₹0.50 per investor

- Services Tax and other Statutory taxes, if any, shall be payable.

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

1.2: Reimbursement of other expenses

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



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1.3: Preprinted stationery

All pre-printed stationery, such as allotment advices, CAN-cum-Refund orders, envelopes and other related items will be supplied to us by the company so as to reach us at least 5 days in advance of the date of mailing.

1.4: Payment terms

The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty). All expenses towards Postage and stamp duty (where the company wishes to avail of our services) would be paid in full in advance, at least a week prior to the date of activity.
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly.
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill.
5. Please feel free to contact us on the address mentioned below for more information / clarification in this regard. Also, all stationery related to the IPO would contain the address and other contact details as given below:

KFin Technologies Limited

Selenium Tower B, Plot 31-32,

Financial District, Nanakramguda, Gachibowli,

Hyderabad – 500 032

Phone: 040-67162222

Fax: 040-23001153; Toll Free no.: 1800-345-4001

Contact person: Mr. M. Muralikrishna, SVP



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SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

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

Note: This Schedule II does not contain activities in relation to ASBA. ASBA is an evolving process, and is subject to continuous changes, based on experience gained in course of implementation of the ASBA process in public issues. The Registrar shall be responsible for ASBA-related activities, in accordance with applicable law, including the rules, regulations, guidelines and notifications of SEBI. 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.

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 the Designated Intermediaries	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.	Collection of daily figures from Banker(s) to the Issue	Registrar
2.	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
3.	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
4.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank(s)	Registrar
5.	Processing all Bid cum Application Forms in respect of the Issue.	Registrar
6.	On Bid/Issue Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Manager to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
7.	Informing Stock Exchange/SEBI and providing necessary certificates to Book Running Lead Manager on closure of Issue	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Issue closes and seeking extension from the Stock Exchanges for processing.	Registrar/ Company/Book Running Lead Manager



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S. No.	Activity	Party Responsible
9.	Sending the electronic bid file for NIBs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange	Registrar
10.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
11.	Transcribing information from documents to magnetic media for computer processing	Registrar
12.	Reconciliation of number of Bids, Equity Shares applied for and money blocked with the final certificate received from the SCSBs or Sponsor Bank	Registrar
13.	Reconciliation with compiled data from the Stock Exchanges with details of collection/blocked amounts received from the Escrow Collection Bank and the SCSBs	Registrar
14.	Matching the reconciled data with the relevant Depository's database for correctness of DP ID, UPI ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
15.	Reject all the Bids in the electronic file which do not get validated for the DP ID/UPI ID/Client ID and/or PAN with the concerned Depository's database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data.	Registrar
16.	Matching with Bid data/reconciliation with bank schedules and the final certificate	Registrar
17.	Collection of request applications, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file	Registrar
18.	Eliminating invalid Bids and Bids below Issue Price	Registrar
19.	Uploading of beneficiary account details to the Depositories	Registrar
20.	Matching with Depository details	Registrar
21.	Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and rejection of applications with technical faults and multiple applications with reference to regulations/procedures. Prepare the list of technical rejection cases including rejected Bids based on mis-match between electronic Bid details and the Depositories' databases. Rejection of applications based on joint discussion between Registrar, Company and the BRLM	Registrar in consultation with the BRLM/ Company
22.	Preparation of inverse number for applicable categories	Registrar
23.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange and Book Running Lead Manager.	Registrar
24.	Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company the Designated Intermediaries.	Registrar
25.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar and the BRLM
26.	Preparation of fund transfer schedule based on approved Allotment	Registrar



Signature



S. No.	Activity	Party Responsible
27.	Instructing the Depositories to lock-in for pre-Issue Equity Share capital and receiving confirmation form the Depositories.	Registrar
28.	Identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations	Registrar
29.	Allotment of Equity Shares on the basis of formula devised by the Stock Exchanges	Company
30.	Once Basis of Allotment is approved by the Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Bank's account within the timelines specified in the ASBA process: (i) Number of Equity Shares to be Allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Bank's Public Issue Account, for each valid ASBA (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Public Issue Account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts.	Registrar
31.	Instructing the SCSBs for unblocking of the relevant bank account for transfer of requisite money to the Public Issue Account against each valid Bid	SCSB
32.	Assisting in obtaining of certificate from the auditors/practicing Company Secretary that the Allotment has been made as per the approved Basis of Allotment	Company / Registrar
33.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, and in format prescribed thereunder read with ICDR Master Circular. 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 in SEBI circular dated April 20, 2022 read with ICDR Master Circular.	Registrar / SCSBs
34.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges	Registrar
35.	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
36.	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



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S. No.	Activity	Party Responsible
37.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated April 20, 2022 within the prescribed timeline read with ICDR Master Circular.	Registrar
38.	Registrar shall prepare and assist BRLM in computing the compensation payable in accordance with ICDR Master Circular	Registrar
39.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
40.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
41.	Credit to respective demat accounts in time as specified in the RHP and SEBI ICDR Regulations.	Registrar
42.	Preparation of list of the Registered Brokers, SCSBs, RTAs and DPs authorized to accept Bids as per information provided on the websites of the Stock Exchanges, to whom fees, commission or brokerage is to be paid including brokerage for Bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
43.	Printing of Allotment Advice	Registrar
44.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
45.	Overprinting of Allotment Advice and refund orders	Registrar
46.	Preparation of register of members and specimen signature cards (if required)	Registrar
47.	Mailing of documents by registered post wherever required	Registrar
48.	Binding of application forms, application schedule and computer outputs	Registrar
49.	Payment of consolidated stamp duty on Allotment Advice issued (if applicable) or procuring and affixing stamps of appropriate value	Company in consultation with the Registrar
50.	Dispatch of Allotment Advice and CAN within the time-frame specified in the Issue Documents and in accordance with applicable laws.	Company /Registrar
51.	Issue of duplicate refund order Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Registrar Company/ Book Running Lead Manager
52.	Revalidation of refund orders	Registrar
53.	To ensure that the Equity Shares are issued, Allotted and transferred only to permitted categories of investors	Registrar
54.	To ensure that the Equity Shares are issued, Allotted and transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar
	To ensure settlement of all investor complaints	Company /Registrar
55.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in newspapers where the Issue opening/closing advertisements have appeared earlier, and other disclosures in	Company in consultation with the BRLM



Signature



S. No.	Activity	Party Responsible
	line with the SEBI ICDR Regulations.	
56.	Submission of the required file to the Escrow Collection Bank / Refund Bank for payments to be made through the electronic mode	Registrar
57.	Providing all the relevant reports for listing and trading of the Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company, and the BRLM	Registrar
58.	Providing information for Form FC-GPR /FC-TRS and other forms for filing with the Reserve Bank of India/relevant authorities in relation to Allotment of Equity Shares to/receipt of funds from NRIs, FIIs, non-residents, etc.	Registrar
59.	Finalizing various post-Issue monitoring reports, along with relevant documents/certificates to be submitted to the SEBI within the stipulated time in consultation with the Company and the BRLM	Registrar
60.	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
61.	Seeking extension of time from the SEBI/the Ministry of Finance (Stock Exchange Division), Government of India if Allotment cannot be made within the stipulated time	Company and the Book Running Lead Manager
62.	Calculation of commission payable to the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges and providing details of such commission to the Company, and the BRLM.	Registrar
63.	Coordinating with the Stock Exchanges, Company and SCSBs (for obtaining confirmation related to unblocking of accounts), 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

Note: This Schedule does not contain all 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 Book Running Lead Manager, to the Registrar.



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SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रकार का FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA		
[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8)		
001430	रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-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		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, 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 INR000000221 This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।		
III. Unless renewed, the certificate of registration is valid from		
स्थान Place Mumbai तारीख Date April 1, 2022 *जो लागू न हो उसे काट दें। *Delete whichever is not applicable		आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  Dinesh Joshi प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory







SCHEDULE IV

LETTER OF INDEMNITY

Date: August 6, 2025

To:

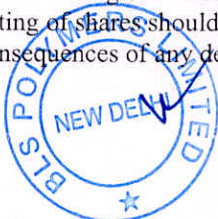
Unistone Capital Private Limited
A/305, Dynasty Business Park
Andheri-Kurla Road, Andheri East,
Mumbai- 400 059, Maharashtra, India.

(Unistone Capital Private Limited with any other book running lead managers that may be appointed in connection with the Issue, the "BRLM".)

Re: Letter of indemnity ("Letter of Indemnity") to the Book Running Lead Manager by KFin Technologies Limited (the "Registrar") pursuant to the Registrar Agreement entered into between BLS Polymers Limited (the "Company"), and Registrar dated August 6, 2025 (the "Registrar Agreement").

Dear Sir(s),

1. The Company in consultation of the Book Running Lead Manager proposes to undertake an initial public offering of its equity shares ("**Equity Shares**") comprising of an issue of 1,70,00,000 Equity Shares by the Company of face value of ₹ 10/- each (the "**Issue**") in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**SEBI ICDR Regulations**"), each as amended and other applicable law, at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations, by the Company in consultation with the Book Running Lead Manager (the "**Issue Price**"). The Issue will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations, in "offshore transactions", as defined in and in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (ii) outside the United States in "offshore transactions" (as defined in Regulation S) in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such Issue is made.
2. The Company have approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("**SEBI**"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar to the Issue by the Company, after consultation with the Book Running Lead Manager, in accordance with the SEBI ICDR Regulations. The Company has internally approved the appointment of Kfin Technologies Limited as the Registrar to the Issue 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 include 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, dated June 23, 2025 ("**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.
3. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, SEBI RTA Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("**ASBA**") and Unified Payments Interface ("**UPI**") and other applicable laws in so far as the same are applicable to its scope of work undertaken pursuant to the Agreement and is fully aware of its duties, obligations and responsibilities and the consequences of any default on its part. The Registrar further confirms that it is fully aware the time prescribed within which the allotment and listing of shares should be completed and is fully aware of its duties, obligations and responsibilities and the consequences of any default on its part.



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4. The Registrar acknowledges that the Book Running Lead Manager may be exposed to liabilities or losses if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Issue.
5. The Registrar undertakes to the Book Running Lead Manager that it shall act with due diligence, care and skill, and within the timelines prescribed under the applicable laws while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this letter of indemnity. The Registrar further represents, warrants and undertakes to the Book Running Lead Manager to:
- (a) Fully co-operate and comply with any instruction the Book Running Lead Manager may provide in respect of the Issue, including any instructions in relation to requirements in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 and the SEBI master circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025.
 - (b) ensure compliance with applicable laws including and not limited to the provisions of SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI master circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025 and ICDR Master Circular, any subsequent circulars or notifications issued by SEBI in this regard and the SEBI ICDR Regulations along with all/any amendments, changes, subsequent circulars issued by the SEBI from time to time in this regard and any other applicable laws;
 - (c) comply with the terms and conditions of the Registrar Agreement and this letter of indemnity.
6. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Issue, the Registrar has undertaken to execute and deliver this Letter of Indemnity to the Book Running Lead Manager to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, the Book Running Lead Manager and its affiliates, directors, promoters, management, representatives, officers, employees, associates, advisors, successors, permitted assigns, intermediaries and authorised agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons, (collectively, along with the Book Running Lead Manager, the "**Book Running Lead Manager's Indemnified Parties**") for any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, interests, penalties, charges, other professional fees and expenses, including without limitation, interest costs, penalties, attorney's fees accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, and court costs arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity.
7. The Registrar agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity.
8. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that that the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf (collectively, the "**Indemnifying Parties**"), shall, at its own cost and expense, indemnify, defend and hold the Book Running Lead Manager's Indemnified Party free and harmless at all times from and against any and all suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, interests, penalties, charges and expenses, including without limitation, interest, penalties, attorney's fees accounting fees, losses arising out of, or in connection with (i) any breach or alleged breach or failure, deficiency, omission or error in performance of any representation, warranty or undertaking, the Registrar's duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement, or this Letter of Indemnity or with respect to Assignment, by Indemnifying Parties; or (ii) any violation or alleged violation or failure, delay/default in compliance of any



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provision of law, regulation or order of any court, legal, regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority by the Indemnifying Party; or (iii) any failure, delay, error, omission, breach, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions mentioned in the Registrar Agreement or this Letter of Indemnity by the Indemnifying Party; or (iv) if any information provided by the Indemnifying Party to the Book Running Lead Manager's Indemnified Party is untrue, incomplete or incorrect in any respect; or (v) any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, statutory, regulatory, administrative authority against the Book Running Lead Manager's Indemnified Party, or as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar or the Indemnifying Parties in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement, this Letter of Indemnity including any compensation, liabilities and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the Book Running Lead Manager including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI Master Circular on for Issue of Capital and Disclosure Requirements bearing number SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and/or any other applicable laws and any subsequent circulars or notifications that may be issued by SEBI in this regard; or (vi) responding to queries relating to such services of the Registrar from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or a court of law; or (vii) the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach or alleged breach actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such Book Running Lead Manager's Indemnified Party is a party to such suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Book Running Lead Manager's Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Issue, whether or not in connection with pending or threatened litigation to which the Book Running Lead Manager's Indemnified Parties is a party, in each case as such expenses are incurred or paid including in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative, governmental, administrative and/or regulatory authority or a court of law.

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



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in another instance or a waiver by the Book Running Lead Manager's Indemnified Party of any of its rights established herein.

14. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
15. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity (the "**Dispute**"), then the Parties (the "**Disputing Parties**") shall attempt in the first instance to resolve such dispute through negotiations between the Disputing Parties. If the dispute is not resolved through negotiations within seven Working Days after commencement of discussions (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties, may invoke mediation and/or conciliation and/or arbitration proceedings for the resolution of such dispute, difference or claim, which shall be finally settled in accordance with the procedure as specified in accordance with Regulation 28 B of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992 by the SEBI. 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 that may be mutually agreed upon by the Parties to the Dispute in writing), the Parties (the "**Disputing Parties**") shall by notice in writing to each other, refer the Dispute to binding arbitration administered by the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the "**MCIA Arbitration Rules**") and as per this clause. The MCIA Arbitration Rules are incorporated by reference to this clause. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended by the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 (together, the "**SEBI ODR Circular**"), the Parties have opted for arbitration in accordance with Clause 3(b) therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"). All Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India.
16. All capitalised terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, and the Red Herring Prospectus and Prospectus to be filed by the Company with the registrar of companies and the stock exchanges, as may be applicable.
17. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by telex, email, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this letter of indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by telex, email be deemed given on transmission thereof provided however that any notice, etc., shall be confirmed in writing; and if sent by registered or speed post, on expiration of three working days after the notice etc.

In case of the Book Running Lead Manager:

Unistone Capital Private Limited
A/305, Dynasty Business Park
Andheri-Kurla Road, Andheri East,
Mumbai- 400 059, Maharashtra, India.
Tel: +91 22 4604 6494
E-mail: mb@unistonecapital.com
Contact Person: Brijesh Parekh

In case of the Registrar:

KFin Technologies Limited
301, The Centrum, 3rd Floor,



Brijesh Parekh



57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West),
Kurla, Mumbai- 400 070
Maharashtra, India
Tel: + 91-40-67162222/18003094001
E-mail: blsploymers.ipo@kfintech.com
Investor grievance e-mail: cinward.ris@kfintech.com
Contact person: M.Murali Krishna
Website: www.kfintech.com



A handwritten signature in blue ink, appearing to be "B. Murali Krishna".



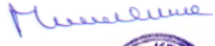
A handwritten signature in blue ink, appearing to be "Murali Krishna".



THIS SIGNATURE PAGE FORMS AN ITEGRAL PART OF THE LETTER OF INDEMINTY PROVIDED BY THE REGISTRAR TO THE BOOK RUNING LEAD MANAGER PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, AND THE REGISTRAR.

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

For and on behalf of **KFin Technologies Limited**




Authorized Signatory

Name: M.Murali Krishna

Designation: Sr. Vice President

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

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

For and on behalf of Unistone Capital Private Limited



Authorized Signatory

Name: Brijesh Parekh

Designation: Director