INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP07033987250152X

e-Stamp

Signature.....

ACC Name - Kanika Aggarwal ASC Code - UP14013804

ACC Add - Noida - Mobile - 9650236978

License No.- 180/2020, Tehsil & Distric - G.B. Nagar

Certificate No.	:	IN-UP07033987250152X
Certificate Issued Date	:	18-Feb-2025 07:23 PM
Account Reference	:	NEWIMPACC (SV)/ up14013804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14013804087098122923 78X
Purchased by	:	PHYSICSWALLAH LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	PHYSICSWALLAH LIMITED
Second Party	:	MUFG INTIME INDIA PRIVATE LIMITED
Stamp Duty Paid By	:	PHYSICSWALLAH LIMITED
Stamp Duty Amount(Rs.)	:	1,500 (One Thousand Five Hundred only)

सत्यमेव जयते

₹1,500

IN-UP07033987250152X

Please write or type below this line

THIS STAMP PAPER FORMS AND INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED MARCH 12, 2025 BY AND BETWEEN PHYSICSWALLAH LIMITED, ALAKH PANDEY, PRATEEK BOOB AND MUFG INTIME INDIA PRIVATE LIMITED

QE 0028294139

Statutory Alert:

REGISTRAR AGREEMENT

DATED MARCH 12, 2025

BY AND BETWEEN

PHYSICSWALLAH LIMITED

AND

ALAKH PANDEY

AND

PRATEEK BOOB

AND

MUFG INTIME INDIA PRIVATE LIMITED
[*FORMERLY LINK INTIME INDIA PRIVATE LIMITED*]

This Registrar Agreement (hereinafter referred to as the "**Agreement**") is entered into on March 12, 2025 at Noida, Uttar Pradesh, India between:

(1) **PHYSICSWALLAH LIMITED**, a company incorporated under the Companies Act, 2013, as amended and having its registered office at Plot No. B-8, Tower A, 101-119, Noida One, Noida Sector 62, Gautam Buddha Nagar, Dadri 201 309, Uttar Pradesh, India (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

(2) **ALAKH PANDEY**, aged about 32 years, an Indian citizen and resident of Tower Catania 2103, Mahagun Mezzaria, Sector 78, Noida, Gautam Buddha Nagar 201 304, Uttar Pradesh, India (hereinafter together referred to as "**Promoter Selling Shareholder 1**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, legal heirs and permitted assigns) of the **SECOND PART**;

(3) **PRATEEK BOOB**, aged about 36 years, an Indian citizen and resident of 127, 1806, 18th Floor, Tower- Siena, Mahagun Mezarria, Sector-78, Noida, Gautam Budh Nagar- 201 301, Uttar Pradesh, India(hereinafter together referred to as "**Promoter Selling Shareholder 2**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors, legal heirs and permitted assigns) of the **THIRD PART**;

(4) **MUFG INTIME INDIA PRIVATE LIMITED (*Formerly Link Intime India Private Limited*)**, a company incorporated under the Companies Act, 1956, and having its registered office at C-101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Offer**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FOURTH PART**.

The '**Promoter Selling Shareholder 1'** and **'Promoter Selling Shareholder 2'** are collectively referred to as the **Promoter Selling Shareholders**. The Company, Promoter Selling Shareholders and the Registrar are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**", as the context may require.

WHEREAS:

A. The Company and the Promoter Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 1 each of the Company ("**Equity Shares**"), comprising of a fresh issue of Equity Shares by the Company ("the "**Fresh Issue**") and an offer for sale of Equity Shares by the Promoter Selling Shareholders ("**Offer for Sale**" and such Equity Shares, the "**Offered Shares**") (the Fresh Issue together with the Offer for Sale, the "**Offer**"), in accordance with the Companies Act, 2013 along with the relevant rules, regulations, clarifications and modifications thereto (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 *(as defined hereinafter)* including UPI Circulars (defined hereunder), at such price as may be determined by the Company in consultation with the book running lead managers to the Offer, namely Kotak Mahindra Capital Company Limited, J.P. Morgan India Private Limited**,** Axis Capital Limited and Goldman Sachs (India) Securities Private Limited and (collectively, the "**Book Running Lead Managers**" or "**BRLMs**"), (the "**Offer Price**") through the book building process as provided in Schedule XIII of the SEBI ICDR Regulations ("**Book Building Process**"). The Company may allot additional specified securities as permitted under Applicable laws including Regulation 59 E of the SEBI ICDR Regulations including by way of a pre-IPO. The Offer may include a reservation of certain Equity Shares for subscription by eligible employees ("**Employee Reservation Portion**"). The Offer will be made (i) within the United States only to persons reasonably believed to be "qualified institutional buyers" as defined in Rule 144A ("Rule 144A") under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act") pursuant to an exemption from the registration requirements of the U.S. Securities Act; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (iii) outside the United States to eligible investors, in "offshore transactions" as defined in, and in reliance on, Regulation S and exemptions for non-public offerings where those offers and sales are made, and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made.

B. Each of the Promoter Selling Shareholders have, severally and not jointly, consented to participate in the Offer for Sale, to the extent of their respective portion of the Offered Shares, by way of their consent letter and respective resolution/authorization provided along with the consent letter, as applicable. The details of the consent given by each of the Promoter Selling Shareholders for the Offer are provided in **Schedule I.** The Board of Directors has taken on record the approval for the Offer for Sale by the Promoter Selling Shareholders pursuant to a resolution at its meeting held on March 11, 2025.

C. The Company is in the process of filing a Pre-filed draft red herring prospectus (the "**Pre-filed Draft Red Herring Prospectus**" or "**Pre-filed DRHP**") with the Securities and Exchange Board of India ("**SEBI**"), BSE Limited (the "**BSE**") and National Stock Exchange of India Limited (the "**NSE**") (together, the "**Stock Exchanges**") subsequently file the UDRHP-I (as defined hereinafter) and UDRHP-II (as defined hereinafter) and subject to the receipt of necessary approvals, will subsequently file the red herring prospectus (the "**Red Herring Prospectus**" or "**RHP**") and the prospectus (the "**Prospectus**") with the Registrar of Companies, Uttar Pradesh at Kanpur, ("**RoC**") and thereafter file a copy of such Red Herring Prospectus and Prospectus with SEBI and the Stock Exchanges in relation to the Offer.

D. The board of directors of the Company ("**Board**" or "**Board of Directors**") have pursuant to a resolution dated March 11, 2025, approved and authorized the Offer. Further, the Fresh Issue has been approved by a special resolution adopted pursuant to Section 62(1)(c) of the Companies Act, at an extra-ordinary general meeting of the shareholders of the Company held on March 12, 2025.

E. The Company and the Promoter Selling Shareholders have appointed the BRLMs to manage the Offer and the BRLMs have accepted the engagement in terms of the engagement letter, subject to the terms and conditions set forth thereon.

F. The Company along with the Promoter Selling Shareholders have approached MUFG Intime Private Limited (*Formerly Link Intime India Private Limited*) to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and the term Assignment includes all responsibilities required to be discharged by a registrar to the Offer and in the manner as required under the various rules and regulations as applicable passed by the SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended, ("**SEBI Act**"), the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended ("**SEBI RTA Regulations**") and as required under various circulars and directions issued by SEBI from time to time including the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (including to the extent it pertains to the UPI Mechanism) (the "**SEBI RTA Master Circular 2024**") and the Registrar has accepted the Assignment and terms and conditions detailed in this Agreement. The Board has by its resolution dated March 11, 2024 approved the appointment of MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited)* as the Registrar to the Offer.

G. The Registrar is an entity registered with SEBI under the SEBI RTA Regulations and its registration is currently valid and subsisting with the registration no. INR000004058 and valid from July 15, 2014, enabling it to act as a registrar to the Offer.

H. In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations and paragraph 3.5 of the SEBI RTA Master Circular 2024 read with Regulation 23(7) of the SEBI ICDR Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Company and each of the Promoter Selling Shareholders, severally and not jointly, 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.

I. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors Bidding in the Offer (except the Anchor Investors who may not Bid through the ASBA mechanism). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Individual investors applying in the Offer are required to apply through the unified payment interface ("**UPI**") process and are required to apply through unified payment interface mechanism (the "**UPI Mechanism**") where the application amount is up to ₹ 500,000 in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 (to the extent the circular is not rescinded by the SEBI RTA Master Circular 2024), SEBI RTA Master Circular 2024 (to the extent it pertains to UPI), SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 ("**SEBI ICDR Master Circular**"), with the circulars

issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI, the Stock Exchanges or any other governmental authority in relation thereto from time to time in this regard (collectively, the "**UPI Circulars**") and any other Applicable Laws. The Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, BSE or NSE shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

J. Further, pursuant to the SEBI ICDR Master Circular, the Registrar along with the SCSBs' have undertaken necessary systematic and procedural arrangements for public issues opening on or after September 1, 2022, for effective implementation of the SEBI ICDR Master Circular, ensuring that ASBA applications (excluding applications made using the UPI Mechanism) are processed only after receipt of application money is blocked in the investor's bank account. The Registrar and SCSBs will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLMs, as may be issued in connection with the SEBI ICDR Master Circular.

K. Further, the Company shall, to the extent permissible under the terms of this Agreement and Applicable Laws, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLMs and Promoter Selling Shareholders.

L. In this Agreement, unless the context otherwise requires:

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

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

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

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

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

f. 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;

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

h. 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 UPI Bidders (as defined below), where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders;

i. in this Agreement, the term "**UPI Mechanism**" shall mean the unified payment interface mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Offer in accordance with the UPI Circulars.

j. in this Agreement, the term "**UPI Bidder(s)**" shall mean collectively, individual investors applying as (i) RIIs in the Retail Portion, and (ii) Non-Institutional Investors with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Investors Portion and bidding under the UPI Mechanism. Pursuant to SEBI SEBI ICDR Master Circular, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a

syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).

k. in this Agreement, the term "Non-Institutional Investors" shall mean all Bidders, that are not QIBs (including Anchor Investors) or RIIs and who have Bid for Equity Shares for an amount of more than ₹ 200,000 (but not including NRIs other than Eligible NRIs);

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

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

n. references to the Offer Documents shall mean the Pre-filed Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus as of their respective dates;

o. 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;

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

q. the Parties acknowledge and agree that the schedules and annexures attached hereto form an integral part of this Agreement; and

r. references to the word "**Working Day**" shall be construed to mean all days on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Offer 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/Offer Opening Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with the SEBI ICDR Master Circular read with the SEBI RTA Master Circular 2024 and any other circular issued by SEBI in this regard.

M. 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 Pre-filed Draft Red Herring Prospectus, updated draft red herring prospectus-I ("**UDRHP-I**"), updated draft red herring prospectus-II ("**UDRHP-II**"), the Red Herring Prospectus and the Prospectus, including any amendments, addenda or corrigenda issued thereto in relation to the Offer (collectively, the "**Offer Documents**"), to be filed with the SEBI, RoC, Stock Exchanges, as may be applicable and the offer agreement to be executed among the Company, Promoter Selling Shareholders and the BRLMs, in relation to the Offer.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company and each of the Promoter Selling Shareholders hereby appoint MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited*) as the Registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights and the obligations, representations, warranties, disclosures, covenants, undertakings and indemnities of the Company and each of the Promoter Selling Shareholders hereunder shall be several and not joint and each of the Promoter Selling Shareholders shall not be liable, directly or indirectly, for the obligations, representations or warranties of the Company or the Registrar, as the case may be; and (ii) no Party shall be responsible or liable directly or indirectly for any acts or omissions for any default by any other Party

and the obligations of each of the Promoter Selling Shareholders under this Agreement shall be several and not joint and be limited to the extent of the Offered Shares.

2. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment), to provide such other functions, duties, obligations and services as are required as per applicable laws (including but not limited to the rules, regulations, guidelines, directions, notifications and circulars prescribed by governmental or statutory or regulatory or judicial or quasi-judicial or administrative authority, including SEBI or decree of any court or any arbitral authority, or any subordinate legislation, as may be in force from time to time, and the applicable provisions of the SEBI ICDR Regulations and the Companies Act, 2013, including the rules thereunder, each as amended) ("**Applicable Laws**") in respect of the Offer and to exercise all reasonable and proper skills and attention necessarily required to discharge its duty of care to the Company and Promoter Selling Shareholders for rendering its services. The Registrar undertakes that it shall be the Registrar's sole and absolute responsibility to ensure that the Assignment is performed in a professional, ethical and timely manner in compliance with Applicable Laws, and it performs such functions, duties, obligations and services as required under the terms of this Agreement.

3. The Registrar represents, warrants, declares and undertakes the following:

   a. It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of permanent registration from SEBI, bearing registration number INR000004058 which is valid permanently from July 15, 2014, unless suspended or cancelled by SEBI. It shall also ensure that the certificate of registration remains valid and in force at all times until the completion of the Assignment including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar will keep the Company, each of the Promoter Selling Shareholders and each of the Book Running Lead Managers informed in writing, on an immediate basis if its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and the activities mentioned in this Agreement by any governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule II** hereto.

   b. It shall keep and maintain the books of account, other records and documents specified in Regulations 14 and 15 of the SEBI 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 Offer, or any such later period as may be prescribed under Applicable Laws. Further, any and all records / documents referred to and forming part of annexure six under paragraph 12 of the SEBI RTA Master Circular 2024, shall also be preserved and maintained by the Registrar for a period of not less than eight years after the completion of the Offer 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 and/or any of the Promoter Selling Shareholders or any of the BRLMs for the purposes of the SEBI RTA Regulations, to the extent applicable.

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

   e. It has a clean track record and no penalty has been imposed upon it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf by SEBI in the past, except in the case of an adjudication order no. order/BM/JR/2022-23/ 23296 – 23297 dated January 31, 2023 in the matter of complaint by Pushpaben Rasiklal Patel. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other governmental, statutory, regulatory, judicial, quasi-judicial, administrative or supervisory authority or court/tribunal and that it is not prohibited, debarred or suspended by any such authority from carrying on its activities as a Registrar to the Offer, including the activities in relation to this Assignment. In case any prohibiting orders are

passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Promoter Selling Shareholders and the Book Running Lead Managers of the same on an immediate basis in writing and accordingly cooperate at no additional cost to establish alternate arrangements as may be required by the Company and the Promoter Selling Shareholders in relation to the Offer, including but not limited to such arrangements necessary for transfer of the Offer related data and files to such replacement registrar, and for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines, as specified by the BRLMs in consultation with the Company and the each of the Promoter Selling Shareholders, severally and not jointly,. In the event (i) the Company its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, the "**Company Indemnified Parties**") and/or (ii) the Promoter Selling Shareholders, their affiliates, advisors, successors, permitted assigns and agents (collectively, along with the Promoter Selling Shareholders, the "**Promoter Selling Shareholders Indemnified Parties**") and/or (iii) and/or the Book Running Lead Managers and/or any of the Book Running Lead Managers' respective affiliates and each of their respective partners, promoters, directors, management, representatives, officers, agents, employees, associates, advisors, successors, intermediaries and 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 "**BRLMs' Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company Indemnified Parties, each of the Promoter Selling Shareholders Indemnified Parties and each of the BRLMs' Indemnified Parties, severally and not jointly as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (*as defined below*), as applicable issued in favour of the BRLMs' Indemnified Parties.

f. It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits, as per all other applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI, from time to time, including the SEBI ICDR Regulations and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**Listing Regulations**"), UPI Circulars and applicable rules, regulations and bye-laws of the Stock Exchanges, and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Promoter Selling Shareholders, each of the BRLMs and any other person in relation to the Offer, including any other intermediaries and the Bidders. The Registrar shall not take up any activities which are likely to be in conflict with its own interests, the interests of the Company, interests of the Company's Shareholders, the Promoter Selling Shareholders, BRLMs, the BRLMs' Indemnified Parties and any other person in relation to the Offer, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines, notifications, circulars, or orders/directions issued by SEBI, from time to time or any other Applicable Laws.

g. It shall make adequate disclosure in writing to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers of any existing and/or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any *force majeure* events on the Offer related activities, to ensure that the timelines and other requirements prescribed under the Applicable Laws and as agreed by the Company, each of the Promoter Selling Shareholders and BRLMs are met.

h. It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per Applicable Laws, including without limitation the SEBI ICDR Regulations, UPI Circulars, the Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the guidelines, regulations, notifications and circulars issued by SEBI and the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time. It shall cooperate

and comply with any instructions the Company, Book Running Lead Managers, and the Promoter Selling Shareholders, may provide in respect of the Offer provided that such instructions are not in violation of any applicable rules and regulations.

i. It shall also ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors or delays in the services to be performed by the Registrar. It shall immediately notify (in writing) the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in writing of any anticipated or actual delay or error in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company Indemnified Parties, each of the Promoter Selling Shareholders Indemnified Parties and each of the BRLMs' Indemnified Parties, severally and not jointly for any losses caused due to such error or delays committed while completing any formalities in accordance with the terms of this Agreement and Letter of Indemnity. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Promoter Selling Shareholder in relation to his respective portion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of such Promoter Selling Shareholder provided that such instructions are not in violation of any Applicable Laws.

j. It shall cooperate and comply with any instructions of the Company, the Promoter Selling Shareholders or the Book Running Lead Managers may provide in respect of the Offer, provided that the Company, each of the Promoter Selling Shareholders, and BRLMs do not give any instructions which are in violation of any applicable rules and regulations.

k. It has the required infrastructure, facilities, qualified personnel, adequate resources, capacity, capability, back-up data maintenance and disaster recovery system, business continuity processes, cyber security and cyber resilience framework and the net worth as stipulated in the SEBI RTA Regulations and SEBI RTA Master Circular 2024 to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post Offer correspondence.

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 has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI RTA Master Circular 2024 and has implemented all systems and policies required in such circular.

n. It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and the Central Depository Services (India) Limited ("**CDSL**") (**NSDL** and **CSDL** are hereinafter collectively referred to as the "**Depositories**") and in the event of failure of internet and/or software issue of Depositories, it will undertake to conduct all such exercise manually.

o. It undertakes that the demographic details given by the Bidders in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.

p. It is not subject to any litigation, or injunction or order of SEBI or any court or a regulatory, governmental, statutory, quasi-judicial, judicial and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company, the Promoter Selling Shareholders and each of the Book Running Lead Managers in writing of any such litigation, or injunction or order of SEBI or any court or regulatory, governmental, statutory, judicial, quasi-judicial and/or administrative authority.

q. There are no show cause notices received by it or any pending investigations or inquiries against it, in each case the outcome of which may affect the Registrar's ability to perform the Assignment and/or its duties or obligations under this Agreement.

r. This Agreement has been duly authorised, executed and delivered by it, and constitutes a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and performance of the Assignment by the Registrar does not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject 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 a Registrar to the Offer, at any point of time or perform any of its obligations under this Agreement, due to any order, direction or injunction of any governmental, statutory, judicial, quasi-judicial, administrative or regulatory authority or otherwise, it shall immediately inform the Company, the Promoter Selling Shareholders and each of the Book Running Lead Managers in writing and take steps, in consultation with and as per the direction of the Company, the Promoter Selling Shareholders and the Book Running Lead Managers, for a smooth transition of data relating to the Offer and the Equity Shares held by the Registrar (at no cost to the Company or the Promoter Selling Shareholders or the BRLMs for such transition) to another registrar as may be appointed by the Company and the Promoter Selling Shareholders in consultation with the Book Running Lead Managers. 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, circulars, instructions, etc., issued by SEBI or the Central Government and for redressal of investor grievances in accordance with the Regulation 15A of the SEBI RTA Regulations, SEBI RTA Master Circular 2024 and other applicable provisions of SEBI RTA Regulations.

u. It shall hand-over to the Company and the Promoter Selling Shareholders all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLMs, as and when requested, within one month of closure of the Offer.

v. There are no other circumstances which may affect the Registrar's ability to perform its duties and obligations under this Agreement to the satisfaction of the Company and the Promoter Selling Shareholders.

4. The Company and the Promoter Selling Shareholders, severally and not jointly, in relation to the Offer, hereby declare that it has complied with and agrees to comply with all statutory formalities under the Companies Act, 2013, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, to enable it to undertake the Offer. The Company and the Promoter Selling Shareholders further agree that it shall coordinate with the Registrar and it shall not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory/governmental/ administrative/quasi-judicial/judicial authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement, which are not in conformity with Applicable Laws, the Registrar shall immediately notify the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in writing about such instructions pursuant to which the Company, or the Promoter Selling Shareholders or the BRLMs, as applicable, will be free to withdraw/modify or clarify such instructions.

5. This Agreement is being entered into amongst the Company, the Promoter Selling Shareholders and the Registrar for engaging MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited)* as the Registrar to the Offer and does not in any way bind the Company or the Promoter Selling Shareholders to appoint MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited)* as the registrar and share transfer agent of the Company and the Promoter Selling Shareholders.

The Company and the Promoter Selling Shareholders, in consultation with the BRLMs have the absolute right to appoint any other agency as the registrar and share transfer agent of the Company. In the event of appointment of any other agency as the Company's registrar and share transfer agent other than MUFG Intime India Private Limited (*Formerly Link Intime India Private Limited)* or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company in consultation with the BRLMs without any additional charges. The Registrar is aware that in such situations any unreasonable delay will cause difficulties to the Company, Promoter Selling Shareholders or any of its investors for which the Registrar will be liable.

6. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule III hereunder, which functions, duties and obligations are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular 2024 and the SEBI RTA Regulations. The Parties may include further activities agreed upon provided that all the activities pertaining to the Assignment shall be listed and agreed upon mutually between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Share Escrow Agreement, Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement, Underwriting Agreement (whether entered into or to be entered into) or any other agreement to which it is a party in relation to the Offer, and the Offer Documents to be issued by the Company in relation to the Offer, in so far as it is not contrary to the SEBI ICDR Regulations. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, its logo and its other requisite details (including address, contact and SEBI registration details) required under Applicable Laws, in the Offer Documents and in all such other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company and the Book Running Lead Managers.

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

   a. Enter into a share escrow agreement with the Company and the Promoter Selling Shareholders ("**Share Escrow Agreement**") in terms of which a share escrow account will be opened ("**Share Escrow Account**") by the Registrar prior to the filing of the Red Herring Prospectus, wherein the Promoter Selling Shareholders will transfer the Offered Shares, in terms of the Share Escrow Agreement and also ensure that the Offered Shares being offered by the Promoter Selling Shareholders as part of the Offer are transferred to the Share Escrow Account in accordance with Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement.

   b. Enter into a cash escrow and sponsor bank agreement with the Company, the Promoter Selling Shareholders, the Book Running Lead Managers, the syndicate members and the banker(s) to the Offer i.e., the Escrow Collection Bank, Refund Bank, Public Offer Account Bank and the Sponsor Banks ("**Banker(s) to the Offer**") ("**Cash Escrow and Sponsor Bank Agreement**") in terms of which relevant escrow accounts will be opened ("**Escrow Accounts**") wherein the Registrar shall comply and may issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement.

   c. Enter into the syndicate agreement with the Company, the Promoter Selling Shareholders and members of the Syndicate ("**Syndicate Agreement**") and an underwriting agreement with the Company, the Promoter Selling Shareholders and the members of the Syndicate ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement.

   d. Enter into any other agreement with the Company, the Promoter Selling Shareholders, the BRLMs, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement.

   e. Liaise with the Depositories on behalf of the Company and Promoter Selling Shareholders for obtaining the International Securities Identification Number ("**ISIN**") of the Equity Shares, and to be a party to the tripartite agreements executed with the Company and the Depositories.

f. Liaise with the Company to facilitate dematerialization of the Equity Shares held by each of its existing Shareholders, including but not limited to the Promoter Selling Shareholders, Promoters and the members of the Promoter Group prior to the filing of the Pre-filed Draft Red Herring Prospectus.

g. Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company including Promoter Selling Shareholders, to Equity Shares prior to or post the filing of the Pre-filed Draft Red Herring Prospectus, but prior to the filing of the Red Herring Prospectus, as may be required under Applicable Laws;

h. The Registrar shall, in the event of any change in its status/constitution subject to prior written consent of the Company and the Promoter Selling Shareholders with respect to such change in its status/constitution, obtain the permission of SEBI and any other regulatory or statutory or judicial or quasi-judicial or governmental or administrative authority, and shall duly inform the Company, Promoter Selling Shareholders and the Book Running Lead Managers immediately of such change in status or constitution.

i. Provide detailed instructions to the Banker(s) to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, Registrars and Transfer Agents registered with SEBI ("**RTAs**") and Registered Brokers (collectively, the "**Designated Intermediaries**") who are authorized to collect ASBA Forms from the Bidders in relation to the Offer including the format and timeline of receipt of information.

j. Finalize with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers on the amount of processing fees and commission payable to the SCSBs and the Sponsor Bank(s) and brokerage and selling commission for the Designated Intermediaries, as applicable and the basis of such commission. The processing fees for applications made by UPI Bidders may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation in compliance with SEBI RTA Master Circular.

k. Provide/specify the format and timeline to the Designated Intermediaries, as applicable, in which information in relation to ASBA or the UPI Mechanism is required.

l. Accept and collect complete ASBA Forms.

m. Liaise with the Designated Intermediaries and the Sponsor Bank(s) to carry out the required steps for the purposes of the Offer.

n. Ensure that with respect to the UPI Bidders, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs.

o. Intimate the Designated Intermediaries and the Sponsor Bank(s) before opening of the Offer, the amount of processing fees payable to SCSBs and the Sponsor Bank(s) with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Designated Intermediaries, the basis of such commission/processing fees, the Bid/Offer Opening Date and Bid/Offer Closing Date and time, including details of revision, if any, in Price Band, Floor Price, Bid/Offer Period.

p. Receive and provide inputs to the Company, the Promoter Selling Shareholders and each of the BRLMs for Offer related stationery and materials, as requested by the Company, the Promoter Selling Shareholders, the BRLMs or their respective legal counsel, designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("**CAN**") and the revised CAN, if any, for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensuring that the Floor Price or the Price Band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.

q. Provide inputs for finalizing the Banker(s) to the Offer and assist in identification of the collecting branches at the collection centres, once finalized.

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

https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40, or such other link as updated from time to time.

s. Submitting the details of cancelled/withdrawn/deleted applications made through the UPI Mechanism to SCSB's on a daily basis within 60 minutes of Bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI RTA Master Circular.

t. Pursuant to the SEBI ICDR Master Circular the Registrar along with the SCSB have undertaken necessary systemic and procedural arrangements for public issues ensuring that ASBA applications are processed only after application money is blocked in the investors bank account. The Registrar and SCSB will comply with any additional circulars or other Applicable Laws, and the instructions of the BRLMs, as may be issued in connection with the SEBI ICDR Master Circular.

u. Follow-up with the Sponsor Bank(s) (through the Designated Stock Exchange) and others, Banker(s) to the Offer and the SCSBs for certificate on no complaints pending against the SCSBs and Syndicate Members associated to the Offer, certificate confirming that all the SCSBs involved in the ASBA process have unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank(s), Banker(s) to the Offer and the SCSBs and advise the members of the Syndicate to be appointed by the BRLMs through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data.

v. The Registrar shall be solely responsible for procuring and collecting the final certificates from the Sponsor Bank(s), Banker(s) to the Offer, as the case may be, and all the SCSBs including the syndicate SCSBs participating in the Offer, no later than 9:30 p.m. IST. on the Bid/Offer Closing Date or within such time as prescribed under Applicable Laws.

w. 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 SEBI RTA Master Circular 2024.

x. It shall submit the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 6:30 pm IST on the Working Day after the finalisation of the Basis of Allotment in accordance with the SEBI RTA Master Circular 2024 or such other timeline as may be prescribed under Applicable Law. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications/cancelled/ withdrawn/deleted applications etc.

y. Communicate all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post Offer BRLMs, and ensuring the effective redressal of such grievances.

z. Ensure that, with respect to UPI Bidders, there will be no physical movement of the ASBA Forms to the SCSBs;

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

bb. 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 in accordance with the SEBI RTA Master Circular 2024.

cc. Receive application for processing fees from SCSBs, in accordance with the SEBI RTA Master Circular 2024.

dd. Ensure that SCSBs applying through the ASBA process, if any, shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds.

ee. Obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing to check whether the Bidder falls under the Sikkim category or any other exempt category.

ff. To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) 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.

gg. Review the sections related to Offer procedure in the Offer Documents and confirm their accuracy.

hh. Advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being transferred through the Offer.

ii. Keep a proper record of Bid cum Application Forms and monies received from Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Accounts opened for the purposes of the Offer as may be agreed between the Company, the Book Running Lead Managers and the Registrar, on a daily basis at the end of the Bidding to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

jj. Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company, the Promoter Selling Shareholders and the Book Running Lead Managers and in accordance with Applicable Laws:

i. soft and hard copies, as applicable of the Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the Banker(s) to the Offer and the Designated Intermediaries or Stock Exchanges, as applicable, the Anchor Investor Application Form from the Book Running Lead Managers and the data/information with respect to Bid Amount of Anchor Investors, application form and relevant consignment details from the Escrow Collection Bank and SCSBs and other Designated Intermediaries within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall ensure that the aforesaid information and documents are collected within the timelines prescribed under Applicable Laws, relevant agreements entered into in this regard and as instructed by the BRLMs;

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

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

iv. coordinate and obtain certificate of blocked funds, in respect of Bids made by UPI Bidders, from the Sponsor Bank(s) no later than 9.30PM on the date of closure of the Bid/Offer Closing Date;

v. aggregate data in relation to the total number of Bids made through the ASBA mechanism uploaded by the Designated Intermediaries and the Sponsor Bank(s) and the total number of Equity Shares and the total amount blocked against the uploaded Bids made through the ASBA mechanism from each Designated Intermediary or Sponsor Bank(s) or Stock Exchanges;

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

In each case, in accordance with the instructions of the Company, the Promoter Selling Shareholders and the Book Running Lead Managers, and subject to reporting any

disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Promoter Selling Shareholders, the Book Running Lead Managers and the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines. Further, the Registrar shall take all necessary steps in order for the process to be completed within the applicable timelines.

kk. Ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.

ll. Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects.

mm. Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

nn. Where the Registrar requires 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 prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines.

oo. On closure of the Offer, collect the Bid file from the Stock Exchanges and the Book Running Lead Managers and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the concerned Designated Intermediary and the Book Running Lead Managers of the erroneous bids which will be considered as invalid.

pp. Deliver the Bid file received from the Stock Exchanges containing the application number, 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;

qq. Collect from the SCSBs, the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates and to forward such certificates to the Book Running Lead Managers, in each case within the timelines prescribed by SEBI.

rr. Process all Bids along with bank schedules received from the Designated Intermediaries and the Sponsor Bank(s) in respect of the Offer and the electronic Bid file received from the Stock Exchanges in respect of the Offer.

ss. At the time of finalisation of basis of allotment, the Registrar shall rely on and only use the permanent account number issued by Income Tax Department of India for checking compliance for a single FPI;

tt. Submit the details of cancelled/withdrawn/deleted applications to SCSB's on a daily basis within an hour of bid closure time from the Bid/Offer Opening Date till Bid/Offer 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, in accordance with the SEBI RTA Master Circular 2024, as amended or such other timeline as may be prescribed under the Applicable Laws. The Registrar shall further (i) prepare and share a list of SCSBs who do not provide a confirmation as per the SEBI RTA Master Circular 2024, within the timelines prescribed under Applicable Laws (ii) prepare and assist the BRLMs in computing compensations payable in accordance with such circular; and (iii) follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in such circular;

uu. Collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI RTA Master Circular 2024. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought.

vv. Inform the Designated Intermediaries and the BRLMs of any errors in the Bid details, along with advice to send the rectified data within a specified date.

ww. Make suitable arrangements to; i) send SMS to investors for all unblocking cases of no/partial allotment; and ii) send e-mails to investors for all unblocking cases of no/partial allotment.

xx. Provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Offer Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment.

yy. Procure the mobile numbers for sending SMS and e-mail addresses of the investors from the information provided by the Depositories and/ or by the Sponsor Bank(s). It is clarified that the information of the first holder shall be used to send the SMS and e-mail.

zz. 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;

aaa. Verify scanned copies of the Bid cum Application Forms received from the Anchor Investors and 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.

bbb. Share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to UPI Bidders in the Offer in terms of the SEBI ICDR Master Circular.

ccc. The Registrar acknowledges and shall comply with the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended and any 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 shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limits set out under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for issue procedure, as prescribed by SEBI from time to time.

ddd. At the time of finalization of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for paragraph 43 of the SEBI RTA Master Circular 2024 for a single foreign portfolio investor.

eee. 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 SEBI RTA Master Circular 2024, the SEBI ICDR Master Circular read with the UPI Circulars, along with any amendments, changes or circulars issued by SEBI 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.

fff. 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(s) and undertaking all necessary activities in this regard.

ggg. Take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations.

hhh. Delivery of the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank(s) who may use the information for validation/reconciliation.

iii. Receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs.

jjj. Reconcile the compiled data received from the Stock Exchanges, all SCSBs, BRLMs, Escrow Bank and the Sponsor Bank(s), and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN in terms of the SEBI ICDR Regulations.

kkk. Communicate to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO

system of the Stock Exchanges and the bank schedules and the final certificate received from the Sponsor Bank(s) and SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the Promoter Selling Shareholders, the Book Running Lead Managers, the SCSBs and the relevant Banker(s) to the Offer in a timely manner.

lll. Reject the Bids in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within the specified date.

mmm. Reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars.

nnn. Reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number), in accordance with Applicable Laws.

ooo. Reconcile 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 and SCSBs.

ppp. Follow and complete all processes as specified in the Offer Documents and the General Information Document issued by SEBI.

qqq. Prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and UPI Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Days from the Bid/Offer Closing Date such that the finalization of rejected Bids can be completed prior to 6:00 p.m. IST one Working Day after the Bid/ Offer Closing Date. To also provide exceptions, if any, to enable the Company, the Promoter Selling Shareholders and the Book Running Lead Managers to take decision on the Bids.

rrr. Prepare the complete list of valid Bids (after all rejections including rejections on technical ground) and present the same category-wise to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

sss. Follow up with the SCSBs and the Banker(s) to the Offer (including the Sponsor Bank(s)) for final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank(s) and SCSBs.

ttt. Coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be and ensuring the accuracy of such final certificates in accordance with the Applicable Laws.

uuu. Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Offer Document and as per the directions of SEBI, the Stock Exchanges and other relevant government bodies and reject such applications in consultation with the Company and the Book Running Lead Managers. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs and the Sponsor Bank(s) without reference to the physical Bid cum Application Forms or its enclosures.

vvv. Specifically record cases of multiple Bids and to keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents.

www. Prepare and provide correct data in time and in no event later than two Working Days from the Bid/Offer Closing Date or within the timelines prescribed by SEBI from time to time to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the Book Running Lead Managers in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares.

xxx. Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor Bank(s) (through Stock Exchanges) and SCSBs, as applicable, containing the application number, number of Equity Shares, bid amount and any other additional fields, as applicable and use such information for credit of funds in the Public Offer Account and unblocking of excess funds in the UPI Bidder's account and RIIs not using the UPI Mechanism. The Sponsor Bank(s), based on the mandate approved by the UPI Bidder's at the time of blocking of funds, will raise the debit / collect request from the UPI Bidder's bank account, whereupon the funds will be transferred from UPI Bidder's account to Public Offer Account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidder or his / her bank.

yyy. Send the CAN and revised CAN, if any, to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Offer and any other pre- and post-Offer related stationery.

zzz. 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 Book Running Lead Managers within the timelines specified in SEBI RTA Master Circular 2024 and the UPI Circulars and in the prescribed format.

aaaa. Prepare a list of Bidders entitled to Allotment of the Equity Shares and preparing the CAN and Allotment Advice in consultation with the Company and the Book Running Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and the Promoter Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer equity share capital within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Offer equity 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 is payable on account of such delay then the Registrar shall be bound to indemnify the BRLMs' Indemnified Parties, the Company Indemnified Parties and each of the Promoter Selling Shareholders Indemnified Parties for the cost incurred on account of payment of such interest or damages in the manner set out in this Agreement and the Letter of Indemnity, as applicable.

bbbb. Keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Designated Intermediaries and the Book Running Lead Managers, including:

(i) bids from the online bidding system of the Stock Exchanges and Bids furnished by SCSBs, the Designated Intermediaries and the BRLMs;
(ii) particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders;
(iii) particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
(iv) particulars relating to the requisite money to be transferred to the Public Offer Account from each blocked account, in accordance with the terms of this Agreement, Cash Escrow Agreement and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
(v) particulars relating to rejected/withdrawn/unsuccessful Bids.

cccc. Immediately inform the Company, the Promoter Selling Shareholders and the BRLMs in case of any requests for withdrawals during the Bid/Offer Period and maintain details of Bids submitted by the Bidders which have been withdrawn during the Bid/Offer Period, to the extent applicable and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.

dddd. Assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the Book Running Lead Managers and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents.

eeee. To complete and follow all processed indicated in the Offer Documents.

ffff. The Company and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Offer capital within such timeline prescribed by SEBI from time to time and give instructions to the Depositories to carry out the lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timeline as may be prescribed by SEBI from time to time. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLMs' Indemnified Parties, the Company, for the cost incurred on account of payment of such interest or damages.

gggg. Prepare fund transfer schedule along with reconciliation of total funds received from Escrow Collection Bank(s) and total amounts blocked in the ASBA Accounts amount proposed to be transferred in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Bank(s) for ASBA Bids and Escrow Collection Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts and UPI Bids, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Accounts or transfer the requisite money to Public Offer Account (including for eventual credit to the Company and the Promoter Selling Shareholders) within the timelines prescribed under paragraph 44, 45, 48 and annexure 32 of the SEBI RTA Master Circular 2024, SEBI ICDR Master Circular and the UPI Circulars:

/A list of successful Bidders who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Bid;

a. amount to be transferred from the Escrow Accounts / Sponsor Bank(s)/relevant ASBA Account/UPI linked bank account to the Public Offer Account (or the refund account if so required) for each valid Bid and the date by which such amounts shall be transferred and ensuring that the relevant amounts have been transferred as per the prescribed timelines under the Applicable Laws;

b. the date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Laws; and

c. details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank(s) through the Stock Exchanges in case of UPI ID, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank(s) to refund the amount or unblock the relevant bank accounts, as the case maybe.

hhhh. Provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Banker(s) to the Offer and the SCSBs.

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

jjjj. 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.

kkkk. Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made.

llll. Ensure that at the time of the finalisation of basis of allotment, the PAN of each successful bidder is linked with his/her Aadhaar card and are in compliance with the notification dated February 13, 2020 issued by the Central Board of Direct Taxes read with the press release dated June 25, 2021 and

September 17, 2021 and circular no. 7 of 2022 dated March 30, 2022 issued by the Central Board of Direct Taxes, read with the press release dated March 28, 2023.

mmmm. Dispatch of letters of allotment/Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for un-blocking and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases being kept in abeyance in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers and assist the Refund Bank, the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under Applicable Law. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds.

nnnn. 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.

oooo. To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchange(s).

pppp. Revalidate refund orders and unblocking instructions, where permitted, if applicable.

qqqq. Carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents.

rrrr. Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post-Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Managers.

ssss. Submit relevant documents to the Stock Exchanges for the purpose of obtaining (in-principle and final) listing and trading approval including preparing the schedules in relation to the listing application.

tttt. Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, where the Equity Shares are proposed to be listed are taken within such timeline as prescribed by SEBI. SEBI has vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 reduced the time taken for listing of specified securities after the closure of a public issue to 3 (three) Working Days ("**Revised Listing Timelines**"). The Registrar shall ensure compliance with the Revised Listing Timelines.

uuuu. Finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents / certificates, in consultation with the post-Offer Book Running Lead Manager(s)and the Company to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer.

vvvv. Provide data to assist the Company and the Book Running Lead Managers for publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading along with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers within the specified time in the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier.

wwww. Settle investor complaints and grievances including those pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchanges and other regulatory agencies or any investor grievance related to the Registrar's scope of service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers as provided for in the Offer Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least eight years or any such

later period prescribed under applicable law and are informed and made available to the Company and the Promoter Selling Shareholders at regular intervals.

xxxx. Resolve investor complaints and grievances based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs.

yyyy. Ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such longer period prescribed under Applicable Laws and are made available to the Company and each of the Promoter Selling Shareholders, where applicable at regular intervals.

zzzz. Assist the Company, the Promoter Selling Shareholders and the Book Running Lead Managers 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.

aaaaa. Reconciliation on regular basis of the data between Bids registered on the electronic bidding system of the Stock Exchanges and Bid cum Application Forms.

bbbbb. Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the Book Running Lead Managers, the Company and the Promoter Selling Shareholders with detailed data so as to understand the share in commissions between the Book Running Lead Managers and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges.

ccccc. Provide weekly reports to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers on the (i) status of Equity Shares lying in the Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; and (iii) status of redressal of investor complaints in a format required by the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

ddddd. In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts / UPI linked bank accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under this Agreement, the SEBI ICDR Regulations, the circulars, regulations issued by the SEBI (including the Relevant SEBI Circulars) and the Offer Documents.

eeeee. Liaise with the Promoter Selling Shareholders and ensure timely transfer of the Offered Shares from the Promoter Selling Shareholders in the Share Escrow Account in accordance with the Share Escrow Agreement.

fffff. Give instructions to transfer the funds from the Escrow Accounts to the Public Offer Account, for eventual credit to the Company and the Promoter Selling Shareholders, as the case may be in accordance with the Offer Documents and Applicable Laws.

ggggg. Coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.

hhhhh. Coordinate with the Sponsor Bank(s), SCSBs, the BRLMs, Stock Exchanges, Registered Brokers, Bankers to the Offer, NPCI etc. for completing the post- Offer related formalities in relation to the Offer in accordance with Applicable Laws.

iiiii. 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 or rejected (to the extent they are unsuccessful or rejected).

jjjjj. Initiate corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Company.

kkkkk. Consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch.

llllll. Capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage/ processing fees payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by the Book Running Lead Managers. 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 the Designated Intermediaries shall be made in accordance with the Applicable Laws and as disclosed in the Offer Documents, subject to any Applicable Laws (including any circulars, guidelines or regulations issued by SEBI). The payment to CDPs, SCSBs and RTAs shall be made in accordance with the SEBI RTA Master Circular 2024 and as disclosed in the Offer Documents. The payment to SCSBs shall be made in accordance with the SEBI RTA Master Circular 2024. The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the Applicable Laws.

mmmmm. The Registrar shall continue to be responsible to collect information from the SCSBs and other Designated Intermediaries as may be requested by the BRLMs or the Company or the Promoter Selling Shareholders, in accordance with the UPI Circulars. 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 Book Running Lead Managers on the next working day from the finalization of Basis of Allotment by the Registrar ("**BOA+1**"), or such other timelines as may be prescribed in terms of the UPI Circulars or by SEBI.

nnnnn. Forward exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Offer Closing Date.

ooooo. Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable Regulations prescribed by SEBI.

ppppp. Prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company and the BRLMs).

qqqqq. Prepare the following registers and other data:

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

ii. Allotment registers.

iii. Register of members.

iv. Index of members.

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

vi. Cross Reference Register.

vii. Postal journal for documents mailed.

viii. Necessary documents to assist in filing form FCTRS.

ix. Any other registers and/ or data as may be requested by the Company, the Promoter Selling Shareholders and/ or the BRLMs in relation to the Offer.

rrrrr. Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Accounts/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and from the Escrow Accounts 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 Book Running Lead Managers.

sssss. In relation to Bids made in the QIB portion, carry on the following activities:

i. providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date;

ii. matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies in consultation with the Registered Brokers/Syndicate Members and the BRLMs; 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.

ttttt. Ensure that the Designated Intermediary's performance is calculated based on the broker or Syndicate Members' terminal IDs and the application ranges shared by the BRLMs.

uuuuu. 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 Managers

vvvvv. To ensure compliance with all the Applicable Laws, regulations and guidelines, including SEBI RTA Master Circular 2024, SEBI ICDR Regulations, SEBI RTA Regulations, the UPI Circulars and any other subsequent relevant circulars or notifications issued by SEBI.

wwwww. Provide assistance to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for offer / refund / Allotment / investor services / listing permission / trading permission / connectivity with the Depositories.

xxxxx. Ensure bid cum application forms from various locations are accepted by SCSBs from Brokers/Investors/Registered Intermediaries.

yyyyy. Provide data on demand to the Company for filings with regulatory authorities, if any.

zzzzz. The scope of services will also include all the necessary web services that are generally offered by a registry service firm.

aaaaaa. Any or all other activities though not specifically covered in this Agreement yet required for purpose of the Offer, including complying with listing timelines prescribed by SEBI, and any other regulatory requirements.

bbbbbb. Assist the Company to identify and allot the Equity Shares to the eligible employees of the Company who bid under the employee reservation portion, if any.

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

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 Offer, the data/information received from the Sponsor Bank(s) and the SCSBs including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank(s) or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges;

b. data/information received from the SCSBs and the Sponsor Bank(s) 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 taken from all Designated Intermediaries including, Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the Book Running Lead Managers 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 finalized by the Company and the Promoter Selling Shareholders in consultation with the Designated Stock Exchange and the Book Running Lead Managers, along with relevant annexures and details;

h. demographic details obtained from the concerned Depositories;

i. terms and conditions of the Offer of the Equity Shares;

j. particulars relating to the requisite money to be transferred to the Company's and the Promoter Selling Shareholders' accounts;

k. accounts against valid ASBAs;

l. list of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders;

m. particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;

n. particulars relating to the monies to be transferred to the Public Offer Account and the refunds to be returned/unblocked to the Bidders;

o. particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries;

p. Allotment advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;

q. details of multiple electronic Bids submitted by ASBA Bidders, including QIBs (determined on the basis of common PAN) and rejected by the Registrar;

r. particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids;

s. unblocking intimation, as applicable, dispatched to ASBA Bidders;

t. reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, Sponsor Bank(s), Book Running Lead Managers and the Banker(s) to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;

u. refund orders dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;

v. reconciliation between funds deposited in the SCSBs, Sponsor Bank(s) and Banker(s) to the Offer and total of amounts stated in Bid data received in the Offer;

w. reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;

x. monies received from Bidders and paid to the Escrow Accounts 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 Accounts opened for the purposes of the Offer on a regular basis to the Company, the Promoter Selling Shareholders and the BRLMs as required by the Company, the Promoter Selling Shareholders and the BRLMs;

y. 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 Offer Documents, the SEBI ICDR Regulations and the Companies Act;

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

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, Client ID and 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 Offer stationery, including CAN, Allotment advice, refund warrants and duplicate refund intimations showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

ee. recording the change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc.;

ff. 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;

gg. details of demand drafts issued, if any, as applicable;

hh. particulars relating to the requisite money to be transferred to the Company and the Promoter Selling Shareholders' accounts;

ii. such other records as may be specified by SEBI, the Company, the Promoter Selling Shareholders, the SCSBs, members of the Syndicate, the Designated Intermediaries and/or the Book Running Lead Managers for carrying on the activities as Registrar to the Offer; and

jj. to assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any and ensure compliance of all post Offer activities within the time as prescribed under Applicable Laws.

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

Subject to the provisions of any other law, including Regulation 14 and Regulation 15 of the SEBI RTA Regulations and commercial arrangements with the Company for storage cost for application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years or any such period prescribed under Applicable Laws from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, the Promoter Selling Shareholders and the Book Running Lead Managers, or any of their respective assigns any report that is required by them using the information specified above in a timely manner.

9. The Registrar 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, or the Promoter Selling Shareholders or the Offer or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

"**Confidential Information**" shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs and the Company and the Promoter Selling Shareholders, as the case may be, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and any other particulars of the Company and the Promoter Selling Shareholders, their respective directors and key managerial personnel/senior management and officers, and the auditors and advisors of the Company or the Promoter Selling Shareholders, any information of the Promoter Selling Shareholders and their name, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, software or related technical 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 assurance programs, price lists, pricing policies, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions. In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in writing.

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

10. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to Sponsor Bank(s), SCSBs and/or Banker(s) to the Offer to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and dispatch of refund orders/ unblocking intimation without delay, including providing the Banker(s) to the Offer, the Refund Banks or any of their correspondent banks with the details of the monies and any surplus amount to be refunded to the Bidders.

11. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Refund Banks, including any of their correspondent banks and the Sponsor Bank(s), as the case may be. Further, the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

12. The Registrar shall ensure that:

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

    b. the enquiries and/ or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

    c. 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);

    d. the Registrar has a proper system to track, address and redress investor complaints;

    e. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per Applicable Laws;

    f. For the electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID, UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs, Escrow Collection Banks and the Sponsor Bank(s) and unblock/refund funds to the investors at the earliest;

    g. It will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank(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;

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

    i. it shall provide status update at periodic intervals to the Book Running Lead Managers, the Promoter Selling Shareholders and the Company including on the nature and status of all investor grievances;

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

    k. it maintains an insider list in accordance with the directions of the Company.

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

    a. creation of false market;

    b. price rigging or manipulation;

    c. passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company and the Promoter Selling Shareholders; and

d. neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.

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

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

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

b. neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an Offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws; and

c. neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.

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

e. it will immediately notify in writing the Company, the Promoter Selling Shareholders and the Book Running Lead Managers if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

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

g. it has obtained and shall maintain adequate insurance for omissions and commissions, and frauds by its employee(s) to protect the interests of investors as required under the SEBI RTA Master Circular 2024;

h. it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement or such higher period as may be prescribed under applicable laws; and

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

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

17. Immediately on receiving the instructions from the Company, the Promoter Selling Shareholders and/ or the Book Running Lead Managers, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs, the Sponsor Bank(s) and the Designated Intermediaries to unblock the ASBA accounts and/or dispatch all the refund orders to the Anchor Investors, as applicable within the period specified in the Offer Documents. In this regard, it is clarified that the Promoter Selling Shareholders shall be responsible for providing instructions only in relation to their respective portion of Offered Shares. If the Company and/or the Promoter Selling Shareholders in respect of their Offered Shares, as the case may be is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to initiate refund of the amount or to provide instructions to the SCSBs, the Sponsor Bank(s) and the Designated Intermediaries to unblock the bank accounts of the respective ASBA bidders within the period stated in the Offer Documents on duly receiving the instruction to do so from the Company, the Promoter Selling Shareholders and/or the BRLMs, or not dispatching the Allotment letters/refund orders/unblocking intimation to the applicants in time, the Registrar shall be liable to indemnify the Company and/or the Promoter Selling Shareholders for all the costs incurred by the Company and the Promoter Selling Shareholders, as applicable, in paying the interest (as per Applicable Laws). The Registrar hereby indemnifies and keeps indemnified and holds harmless each of the BRLMs' Indemnified Parties, the Company Indemnified Parties and the Promoter Selling Shareholders Indemnified Parties, in accordance with this Agreement and the Letter of Indemnity, from any compensation/damage, loss etc. incurred by the BRLMs' Indemnified Parties, each of the Promoter Selling Shareholders Indemnified Parties or the Company Indemnified Parties due to any delay in credit of Equity Shares to the Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations or circulars etc. or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement. For the avoidance of doubt, subject to Applicable Laws, none of the Promoter Selling Shareholders shall be responsible or liable to pay compensation/ damages for any such delay or default, unless such delay or default has been caused solely by and is directly attributable to an act or omission of such Promoter Selling Shareholder, with respect to their respective portion of the Offered Shares.

18. In case of refunds through electronic means like NACH, Direct Credit, NECS, 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.

19. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the Book Running Lead Managers and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and the Promoter Selling Shareholders) until the completion of the dispatch of Allotment advices, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Promoter Selling Shareholders. The Company agrees that it will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 20 below).

20. The Registrar will handle the Offer and Assignment related work from its registered office at C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.

21. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily within prescribed timeline. The Company and the Promoter Selling

Shareholders, to the extent of their Offered Shares, shall also extend all necessary assistance to the Registrar in such matters.

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

23. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to ASBA Bidders regarding approaching itself, the SCSB or the Designated Intermediary concerned, if required, (including in connection with ASBA Bids made through the UPI Mechanism) and co- ordinate with intermediaries for unblocking of investors' funds and other related formalities.

24. The Registrar shall extend all necessary support to the Company, the Promoter Selling Shareholders, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including the UPI Mechanism).

25. The post-Offer stationery including, CAN (if any), certificates, letters of Allotment, Allotment advices and refund orders shall be kept ready and handed over to the Registrar by the BRLMs on behalf of the Company within one Working Day from the date of closure of the Offer and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and Refund Bankers.

26. The Registrar will finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer Book Running Lead Manager(s), the Promoter Selling Shareholders and the Company to be submitted to SEBI within the stipulated time. Further, the Registrar shall extend all necessary support to the Book Running Lead Managers as may be required for timely compliance with the various circulars and directions issued by SEBI from time to time.

27. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.

28. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

29. The Registrar will also carry out the following activities:

    (a) Liaise with the Company and each of the Promoter Selling Shareholders, severally and not jointly, to ensure that the Equity Shares offered in the Offer are transferred to a demat escrow account in accordance with the Share Escrow Agreement.
    (b) Initiate action to Allot Equity Shares to the Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment by the Board of Directors of the Company.
    (c) Give instructions to transfer/ unblock the funds from the Sponsor Bank(s), Escrow Accounts/ SCSBs to the Public Offer Account, for eventual credit to the Company and the Promoter Selling Shareholders.

30. The Company, on behalf of itself and the Promoter Selling Shareholders, shall ensure that requisite funds are made available to the Registrar for postage, mailing charges for dispatching of Allotment advices and other materials, well in advance, within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable Laws pertaining to such activities. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and/or Promoter Selling Shareholders and shall share the same with the Company and/or each of the Promoter Selling Shareholders, severally and not jointly within three days from the date of receipt of request from the Company and/or Promoter

Selling Shareholders and also agrees to return the excess funds to the Company and/or Promoter Selling Shareholders.

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

32. The Parties agree that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses post completion of the Offer, shall be as specified in Schedule IV after deducting all taxes, duties and levies as per Applicable Laws. Unless otherwise agreed between the Company and the Promoter Selling Shareholders, all payments under this Agreement shall be made to the Registrar by the Company (in the first instance). The Offer related expenses shall be shared by the Company and/or Promoter Selling Shareholders in the manner set out in the offer 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 (by itself and/or on behalf of the Promoter Selling Shareholders), except for any out-of-pocket expenses. Provided, however, that the Registrar shall not have any recourse to any of the BRLMs for any fees payable to it in accordance with this Agreement.

33. The Registrar shall provide such information and data as required by the Book Running Lead Managers with intimation to the Company and the Promoter Selling Shareholders and provide certificates as may be requested by the Book Running Lead Managers, including at the stage of closure of the Offer, rejection of bids, etc.

34. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection, pandemic, epidemic or any other serious sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, as may be agreed to between the Parties, then the Party so affected ("**Affected Party**") shall upon giving notice to the other Parties be excused from performance of such obligation to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of such obligation hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof. Upon receipt of notice from the Affected Party, the other 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 provided that, in such event if any or all of the Promoter Selling Shareholders propose to terminate this Agreement, the Agreement shall be terminate only with respect to such Promoter Selling Shareholders and shall continue to remain valid in full force for the rest of the Parties. However, the Registrar shall continue to be responsible for the services detailed herein till effective termination of the Agreement. The Company and the Promoter Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.

35. The Company and the Promoter Selling Shareholders shall, jointly and severally, in consultation with the BRLMs, be entitled to terminate this Agreement immediately, without notice, in the event the Registrar's 'Certificate of Registration' with the SEBI is suspended/cancelled or the SEBI or any other statutory, governmental, regulatory, judicial, quasi-judicial and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited, or restrained, either by an order or direction of SEBI, any regulatory, statutory, governmental, judicial, quasi-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. In such an event, the Registrar shall duly compensate the Company and the Promoter Selling Shareholders for any loss suffered due to the cancellation/ suspension of the certificate of registration of the Registrar by the SEBI or any other authority.

36. In the event the Company and the Promoter Selling Shareholders, in consultation with the Book Running Lead Managers, decide not to proceed with the Offer, this Agreement shall stand terminated automatically without any further action by any Party, and the Registrar would be paid in accordance with the offer agreement, and only to the extent of services rendered by it until such termination. Further, the Company or the Promoter Selling Shareholders may, jointly or severally, terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid in accordance with the offer agreement and only to the extent of services rendered by it until such termination.

37. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company and/or the Promoter Selling Shareholders or their newly appointed Registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed. Further, after the termination of this Agreement, the Registrar shall continue to be responsible for any acts, deeds or things done by it for the Assignment, prior to such termination.

38. The Registrar shall send the first response to investor complaints within three Working Days after receipt of the complaint receipt of complaint, or any earlier time as may be prescribed under Applicable Laws and redress complaints within seven working days of the complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be addressed /resolved on the date of receipt of the complaint and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Promoter Selling Shareholders shall extend necessary co-operation (to the extent that the necessary co-operation pertain to itself and its Offered Shares) 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, the Promoter Selling Shareholders and Book Running Lead Managers in a mutually agreeable format, provided however, that the status report of investor complaints pertaining to blocking/ unblocking of funds shall be provided daily. Similar status reports should also be provided to the Company and the Promoter Selling Shareholders as and when required.

39. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the SEBI RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and the Promoter Selling Shareholders in any other business of the Company and of the Promoter Selling Shareholders in any manner whatsoever.

40. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service or failure to perform any service and/or not being performed to the satisfaction of the Company or the Promoter Selling Shareholders, contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of written notice of such breach by the other Parties and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the Company Indemnified Parties, BRLMs' Indemnified Parties and the Promoter Selling Shareholders Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and/or the Promoter Selling Shareholders 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 10 calendar days of receipt of written notice of such breach by the Company and/ or the Promoter Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within the timelines prescribed by SEBI from time to time upon being instructed by the Company, the Promoter Selling Shareholders and/or the Book Running Lead Managers transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company, the Promoter Selling Shareholders and/or the Book Running Lead Managers.

41. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

42. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold the Company Indemnified Parties, each of the Promoter Selling Shareholders Indemnified Parties and the BRLMs' Indemnified Parties (individually referred to as the "**Indemnified Party**" and collectively as "**Indemnified Parties**") free and harmless at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, interest costs, charges, awards, judgements, expenses, without limitation, legal expenses (including attorney's fees and court costs), accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, and all other demands which may be made or commenced against the Indemnified Party by any Bidder or holder of the Equity Shares issued/transferred or by any other third party, including but not limited to arising out of or in connection with

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

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

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

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

(v) if any information provided to the Company, Promoter Selling Shareholders or the Book Running Lead Managers 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, including in connection with any penalty or fine imposed by the SEBI or any regulatory authority.

43. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified each of the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the Applicable Laws including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, governmental, judicial, quasi-judicial, administrative or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, governmental, judicial, quasi-judicial, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/ or the Stock Exchanges and/or any other statutory, governmental, judicial, quasi-judicial, administrative or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company or the Promoter Selling Shareholders due to error or omission committed by the Registrar in good faith, and where the Registrar has made all efforts and has not acted negligently or committed an act of wilful misconduct provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Company and the Promoter Selling Shareholders, and each of their respective directors, officers, employees, advisors, affiliates and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the

performance of the services contemplated under this Agreement, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory or governmental or judicial or quasi judicial and/ or administrative authority or court of law.

44. 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 / Book Running Lead Managers and all third parties on all matters related to this Assignment. Accordingly, the Company and the Promoter Selling Shareholders agree that Registrar shall have no liability to them for any Loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

45. The Registrar will exercise all reasonable and proper skill and attention necessarily required to discharge its duty of care to the Company and Promoter Selling Shareholders for rendering the services.

46. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in format set out in Schedule V ("**Letter of Indemnity**") to each of the Book Running Lead Managers, provided, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the subject matter of the Letter of Indemnity, 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 and the Promoter Selling Shareholders is sufficient consideration for the Letter of Indemnity.

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

48. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post, or by electronic mail. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch and if given electronic mail upon transmission thereof.

All notices to the Parties shall be addressed as under:

If to the Company:

Physicswallah Limited
Email: investorsrelation@pw.live
Attention: Ajinkya Jain
Tel: +91 92899 26531
Address: Plot No. B-8, Tower A
101-119, Noida One, Noida Sector 62
Gautam Buddha Nagar, Dadri 201 309
Uttar Pradesh, India

If to the Promoter Selling Shareholders:

Alakh Pandey
Email: alakh@pw.live
Tel: +91- 8174904207
Address: Tower Catania 2103, Mahagun Mezzaria
Sector 78, Noida, Gautam Buddha Nagar 201 304
Uttar Pradesh, India

Prateek Boob
Email: prateek@pw.live
Tel: +91- 8800296929
Address: 1806, 18th Floor, Tower- Siena
Mahagun Mezarria, Sector-78, Noida
Gautam Budh Nagar - 201 301
Uttar Pradesh, India

If to the Registrar:

MUFG Intime India Private Limited
(*Formerly Link Intime India Private Limited)**:***
C-101, 1st Floor, 247 Park, L.B.S. Marg
Vikhroli (West), Mumbai 400 083
Maharashtra, India
Tel: +91 22 4918 6000
Email: haresh.hinduja@in.mpms.mufg.com
Attention: Mr. Haresh Hinduja - Head-Primary Market

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five (5) Working Days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

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

49. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by the other Party(ies) and shall also be reported to all Parties immediately.

50. In the event a dispute or claim arises out of or in relation to or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the "**Dispute**"), the parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days of commencement of discussion (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 institutional arbitration in India, in accordance with Clause 3(b) of the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as amended from time to time, (the "**SEBI ODR Circular**"), which the Parties have elected to follow for the purposes of this Agreement, provided that the seat and venue of such institutional arbitration shall be Delhi, India. The arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**").

51. Provided that in the event any Dispute involving any party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective party in Clause 47.

52. Any reference of the Dispute to arbitration 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. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Promoter Selling Shareholders and/or the Book Running Lead Managers in accordance with this Agreement.

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 shall be valid until the expiry of one year from the date of listing of the Equity Shares pursuant to the Offer, provided that clauses 3(b), 3(d), 3(e), 3(f), 3(h), 3(i), 3(l), 7(jj), 7 (aaaa), 8, 9, 13, 14, 15, 16, 21, 31, 34, 37, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 54, this clause and 58 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company, the Promoter Selling Shareholders and/or the newly appointed registrar to the Offer, as applicable. The Registrar shall extend all such support as may be required by the Company and the Promoter Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.

56. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules and subject to Clause 50 of this Agreement, the courts of New Delhi, India shall have exclusive jurisdiction in matters arising out of this Agreement including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

57. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties (provided that such consent shall not be unreasonably withheld or delayed).

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. 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). It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the Draft Red Herring Prospectus or the Pre-filed Draft Red Herring Prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Offer' and 'Offered Shares', shall be construed accordingly.

60. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties to this Agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to this Assignment.

61. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the parties delivers a PDF format copy of a signature page of this Agreement, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page, or at any time thereafter upon request; provided, however, that the failure to deliver

any such originally executed signature page shall not affect the validity of the signature page delivered in PDF format.

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

***IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, on the date mentioned above:*

For and on behalf of **PHYSICSWALLAH LIMITED**

Authorized Signatory

Name: Prateek Boob
Designation: **Whole-Time Director**

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

***IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, on the date mentioned above:*

Apandey

ALAKH PANDEY

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

***IN WITNESS WHEREOF**, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, on the date mentioned above:*

PRATEEK BOOB

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

IN WITNESS WHEREOF*, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, on the date mentioned above:*

Yours sincerely,

For and on behalf of **MUFG INTIME INDIA PRIVATE LIMITED** (*Formerly Link Intime India Private Limited)*



Authorized Signatory

Name: Dhawal Adalja
Designation: Vice President – Primary Market

SCHEDULE I

S. No.	Name of the Promoter Selling Shareholder	Date of consent letter	Aggregate proceeds from the sale of Equity Shares forming part of the Offer for Sale (₹ in million) (up to)
1.	Alakh Pandey	March 12, 2025	3,000.00
2.	Prateek Boob	March 12, 2025	3,000.00

SCHEDULE II

Registration certificate held by the Registrar



निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

फार्म ख
FORM B

भारतीय प्रतिभूति और विनिमय बोर्ड

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

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)

00 11 50

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to

MUFG INTIME INDIA PRIVATE LIMITED
C-101 1ST FLOOR, 247 PARK,
LBS MARG, VIKHROLI WEST
MUMBAI - 400083, MAHARASHTRA INDIA

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करने 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

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

INR000004058

This certificate of Registration shall be valid from 05/12/2024, unless Suspended or cancelled by the Board (Certificate re-issued w.e.f 29.01.2025)

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

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

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

Narendra Rawat
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

स्थान Place Mumbai

तारीख Date January 29, 2025

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

SCHEDULE III

Allocation of activities pertaining to the Assignment among the Company, the Book Running Lead Managers and the Registrar

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

S. No.	Activity	Party Responsible
I.	**PRE- OFFER WORK**	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Registrar and Company in consultation with the Book Running Lead Managers
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 Managers /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Book Running Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Book Running Lead Managers/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	**OFFER RELATED WORK**	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s)	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank(s)	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	Collection of Bid cum Application Forms from the Designated Intermediaries.	Registrar
6.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Managers 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 Managers on closure of Offer	Company/ Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/ Company/Book Running Lead Managers
9.	Sending the electronic bid file for non-institutional investors 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

S. No.	Activity	Party Responsible
11.	Transcribing information from documents to magnetic media for computer processing	Registrar
12.	Reconciliation of number of applications, securities applied, and money blocked with final certificate received from the SCSB or the Sponsor Bank(s), as the case may be.	Registrar
13.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Banker(s) to the Offer, the Sponsor Bank(s) and SCSBs.	Registrar
14.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
15.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
16.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank(s) data.	Registrar
17.	Eliminating invalid Bids and Bids below Offer Price	Registrar
18.	Uploading of beneficiary account details to Depositories	Registrar
19.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
20.	Preparation of inverse number for applicable categories	Registrar
21.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
22.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares offered under the Offer for Sale and receive confirmation from the Depositories	Registrar
23.	Finalizing Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers and Registrar, and the Designated Stock Exchange, in accordance with applicable laws
24.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
25.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
26.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company/ Registrar
27.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
28.	Identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations	Registrar
29.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account	Registrar

S. No.	Activity	Party Responsible
	with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank(s), as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors and UPI Bidders, along with reasons for rejection of the Bids.	
30.	Unblocking the relevant bank account for: (a). Transfer of requisite money to the Company's account against each valid Bid cum Application Form; (b). Withdrawn or rejected or unsuccessful Bid cum Application Form	SCSB/ Sponsor Bank(s)
31.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB/ Sponsor Bank(s)
32.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB/ Sponsor Bank(s)
33.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
34.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
35.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
36.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
37.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
38.	Submitting details of cancelled/ withdrawn/ deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid/ Offer Opening Date till the Bid/ Offer Closing Date by obtaining the same from the Stock Exchanges.	Registrar
39.	To submit bank-wise details of pending applications to SCSBs for unblocking the Bids made through the UPI Mechanism, along with the allotment file	Registrar
40.	Printing of Allotment Advice, for refunding application money	Registrar
41.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
42.	Printing of distribution schedule for submission to Stock Exchange	Registrar
43.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
44.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
45.	Sending refund orders, as applicable, and refund to Bidders	Registrar
46.	Issue of duplicate refund orders, as applicable	Registrar
47.	Revalidation of refund orders, as applicable	Registrar
48.	Preparation of register of members and specimen signature	Registrar

S. No.	Activity	Party Responsible
	cards (if required)	
49.	Overprinting of Allotment advice, intimation and refund orders	Registrar
50.	Mailing of documents by registered post	Registrar
51.	Binding of Bid cum Application forms, application schedule and computer outputs	Registrar
52.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
53.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
54.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company in consultation with Book Running Lead Managers
55.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
56.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
57.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
58.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Registrar/ Company
59.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the pre-Offer and the Bid/ Offer Opening Date and Bid/Offer Closing Date advertisements have appeared earlier and in accordance with SEBI ICDR Regulations	Company in consultation with the Book Running Lead Managers and Registrar
60.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Managers.	Registrar
61.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
62.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Book Running Lead Managers.	Registrar
63.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
64.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer BRLMs	Registrar
65.	To provide the allotment/revoke files to the Sponsor Bank(s) on the day when the Basis of Allotment has to be finalized.	Registrar
66.	To prepare and assist the BRLMs in computing the compensation payable in accordance with applicable laws.	Registrar

SCHEDULE IV

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

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

Issuer would manage insurance coverage of the issue process, as required to be maintained by it by SEBI. The Registrar shall maintain the insurance required to be maintained by it under applicable laws.

Escrow Demat account charges- Rs 50,000/-

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/- Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed, provided that the prior consent of the Company has been obtained.

Applicable taxes would be levied separately.

SCHEDULE V

[*attached separately*]