



తెలంగాణ తెలంగాణ TELANGANA

SI No. SUB8 Dt. 08/12/2022 Rs. 100/-
Sold to Krishna K
S/o. Balaiah K
For Whom Zaggle prepaid Ocean Services Ltd. Hyd

Kranthi
AM 022380
KRANTHI VANITHA
Licence No: 15-12-009/2021
*No: 25-58/1, Taha Bosth
Malakgiri, M.M. Dist,
Ph No: 8121986886

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.



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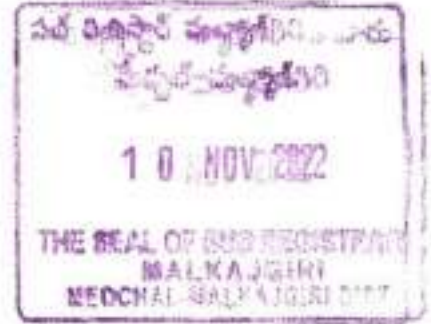


తెలంగాణ తెలంగాణ TELANGANA

Sl No. 5469 Dt. 08/12/2022 Rs. 100/-
Sold to Krishna K
Sl. No. Balaiah K
For Whom Zaggle prepaid ocean Services Ltd, Hyd

Kranthi Vanitha
AM 022381
KRANTHI VANITHA
Licence No: 15-12-009/2021
H.No: 25-59/1, Taha Basti
Malakpet, M.M. Dist,
Ph No: 8121908886

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.





తెలంగాణ తెలంగాణ TELANGANA

Kranthi Vanitha
AM 022382
KRANTHI VANITHA
Licence No: 15-12-009/2021
H.No: 25-69/1, Taha Bastar
Malkajgiri, M.M. Dist.
Ph No: 8121986886

Sl. No. 5470 dt. 08/12/2022 Rs. 100/-
Sold to Krishna K
S/O. To Belaiah K.
For Whom Zaggle prepaid Ocean Services Ltd, Hyd.

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.





తెలంగాణ తెలంగాణ TELANGANA

Kranthi AM 022383
KRANTHI VANITHA
Licence No: 15-12-009/2021
M.No: 25-69/1, Yaha Bastri
Mulakajiri, M.M. Dist,
Pb No: 8121986886

Sl. No. S47L Dt. 08/12/2022 Rs. 100/-
Sold to Krishna K
S/o. D/o. Balaiah K
For Whom Zaggle Prepaid Ocean Services Ltd Hyderabad.

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

ಕರ್ನಾಟಕ ರಾಜ್ಯದ ಮೇಲ್ಮೈ ಸರ್ಕಾರ
STATE SURFACE REGISTRAR OF KARNATAKA
15 MAR 2022

ಶಿವಮೊಗ್ಗ ಜಿಲ್ಲಾ ಮೇಲ್ಮೈ ಸರ್ಕಾರ
10 NOV 2022
THE SEAL OF THE REGISTRAR
REALTOR / SHRI
MEDCHAL-BALAJIGIRI DIST.



తెలంగాణ తెలంగాణ TELANGANA

Kranthi Vanitha
AM 022384
KRANTHI VANITHA
Licence No: 15-17-009/2021
Plot No: 25-03/1, Teja South
Malkajgiri, M.M. Dist,
Pin No: 5014066886

Sl. No. Su7a 08/12/2022 Rs. 100/-
Sold to Krishna K
S/o. Bto Balaiah K
For Whom Zagle prepaid ocean services Ltd, Hyd.

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zagle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.



18/11/22



తెలంగాణ తెలంగాణా TELANGANA

Kranthi
AM 022385
KRANTHI VANITHA
Licence No: 15-12-009/2021
Plot No: 25-69/1, ToHo Bosthr
Malakajiri, M.M. Dist.
Ph No: 9121986688

Sl. No. 9473 Dt. 08/12/2022 Rs. 100/-
Sold to: Krishna K
S/o. D/o: Balasah K
For Whom: Zagle prepaid ocean services Ltd, Hyd.

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zagle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.



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తెలంగాణ తెలంగాణా TELANGANA

Kranthi Vanitha
AM 022386
KRANTHI VANITHA
Licence No: 15-12-009/2021
*No: 25-69/1, Taha Basth
Malakajgiri, M.M. Dist,
Pb No: 6121986886

Sl. No. SU74 Dt. 08/12/2022 Rs. 100/-
Sold to Krishna K
S/o. D/o. Balaiah K
For Whom Zaggle prepaid ocean services Ltd, Hyd.

This stamp paper forms an integral part of the Registrar Agreement dated December 15, 2022 executed among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.



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REGISTRAR AGREEMENT

DATED DECEMBER 15, 2022

BY AND AMONG

ZAGGLE PREPAID OCEAN SERVICES LIMITED

AND

RAJ P NARAYANAM

AND

AVINASH RAMESH GODKHINDI

AND

VENTUREAST PROACTIVE FUND LLC

AND

GKFF VENTURES

AND

VENTUREAST SEDCO PROACTIVE FUND LLC

AND

**VENTUREAST TRUSTEE COMPANY PRIVATE LIMITED (ACTING ON BEHALF OF
VENTUREAST PROACTIVE FUND)**

AND

ZUZU SOFTWARE SERVICES PRIVATE LIMITED

AND

MALVIKA PODDAR

AND

KOTESWARA RAO MEDURI

AND

KFIN TECHNOLOGIES LIMITED

REGISTRAR AGREEMENT

This Registrar Agreement (this “**Agreement**”) is made at Hyderabad, Telangana on this 15th day of December, 2022 by and among:

1. **ZAGGLE PREPAID OCEAN SERVICES LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at 301, III Floor, CSR Estate, Plot No.8, Sector 1, HUDA Techno Enclave, Madhapur Main Road, Rangareddi, Hyderabad 500 081, Telangana, 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. **RAJ P NARAYANAM**, an Indian national residing at The Trails Villa #2, Lancohills Road, Kanaka Durga Temple, Manikonda Pokalawada, Hyderabad, Puppalaguda, K.V. Rangareddy, Andhra Pradesh 500 089, India (hereinafter referred to as “**Promoter Selling Shareholder 1**”, which expression shall, unless repugnant to the context or meaning thereof, include his successors and permitted assigns), of the **SECOND PART**;
3. **AVINASH RAMESH GODKHINDI**, an Indian national residing at C-2103, Oberoi Splendor, Jogeshwari Vikroli Link Road, Opp Majas Depot, Jogeshwari East, Mumbai 400 060, Maharashtra, India (hereinafter referred to as “**Promoter Selling Shareholder 2**”, which expression shall, unless repugnant to the context or meaning thereof, include her successors and permitted assigns), of the **THIRD PART**;
4. **VENTUREAST PROACTIVE FUND LLC**, a company incorporated under the laws of Mauritius and having its registered office at Sanne House, Bank Street, Twenty Eight, Cybercity Ebene 72201, Mauritius (hereinafter referred to as the “**Investor Selling Shareholder 1**”, 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**;
5. **GKFF VENTURES**, a company incorporated under the laws of Mauritius and having its registered office at Sanne House, Bank Street, Twenty Eight, Cybercity Ebene 72201, Mauritius (hereinafter referred to as the “**Investor Selling Shareholder 2**”, 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 **FIFTH PART**;
6. **VENTUREAST SEDCO PROACTIVE FUND LLC**, a company incorporated under the laws of Mauritius and having its registered office at Sanne House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the “**Investor Selling Shareholder 3**”, 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 **SIXTH PART**;
7. **VENTUREAST TRUSTEE COMPANY PRIVATE LIMITED (ACTING ON BEHALF OF VENTUREAST PROACTIVE FUND)**, a company incorporated under Companies Act, 1956 and having its registered office at 7-50/1, Jai Santosh Nagar Colony, Street No: 8, Habsiguda, Hyderabad 500 007, Telangana, India (hereinafter referred to as the “**Investor Selling Shareholder 4**”, 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 **SEVENTH PART**;
8. **ZUZU SOFTWARE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at 8-8-133/1/101, Road No.16, Greenpark Colony, Karmanghat, Hyderabad 500 034, Telangana, India (hereinafter referred to as the

“**Corporate Selling Shareholder**”, 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 **EIGHTH PART**;

9. **MALVIKA PODDAR**, an Indian national residing at 701, RK Sadan, 63, S.P. Road, Worli, Mumbai 400 030, Maharashtra, India (hereinafter referred to as “**Individual Selling Shareholder 1**”, which expression shall, unless repugnant to the context or meaning thereof, include her successors and permitted assigns), of the **NINTH PART**;
10. **KOTESWARA RAO MEDURI**, an Indian national residing at 201, Samruddhi Enclave, Ramabhadra Colony, Nizampet, Hyderabad 500 090, Telangana, India (hereinafter referred to as “**Individual Selling Shareholder 2**”, which expression shall, unless repugnant to the context or meaning thereof, include her successors and permitted assigns), of the **TENTH PART**;
11. **KFIN TECHNOLOGIES LIMITED** (*formerly known as KFIN Technologies Private Limited*), a company incorporated under the Companies Act, 2013, as amended, and having its registered office at Selenium Tower B, Plot 31&32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500032, Telangana, 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 **ELEVENTH PART**.

In this Agreement, **Promoter Selling Shareholder 1, Promoter Selling Shareholder 2, Investor Selling Shareholder 1, Investor Selling Shareholder 2, Investor Selling Shareholder 3, Investor Selling Shareholder 4, Corporate Selling Shareholder, Individual Selling Shareholder 1 and Individual Selling Shareholder 2**, are collectively referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”.

The Company, the Selling Shareholders and the Registrar are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. The Company proposes to undertake an initial public offering of equity shares of the Company of face value of ₹1 each (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (such Equity Shares, the “**Offered Shares**” and such offer for sale, the “**Offer for Sale**”) in accordance with the Companies Act, 2013, as amended and the rules made thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other applicable laws (the “**Offer**”) at such price as may be determined through the book building process (“**Book Building Process**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations and other applicable laws by the Company and the Selling Shareholders in consultation with the book running lead managers to the Offer (“**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), (ii) outside the United States and India, to institutional investors in offshore transactions in compliance with Regulation S. No offer or issue shall be made to any investor in the United States. The Offer may also include allocation of Equity Shares to certain Anchor Investors by the Company, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations.
- B. The board of directors of the Company (the “**Board**”) has, pursuant to its resolution dated September 26, 2022 approved the Offer. Further, the shareholders of the Company, pursuant to a

special resolution in accordance with Section 62(1)(c) of the Companies Act, have approved the Offer at the annual general meeting of the shareholders of the Company held on September 27, 2022.

- C. Each of the Selling Shareholders have, severally and not jointly, consented to participate in the Offer for Sale in accordance with the terms agreed to in their respective consent letters and approved and authorized, as applicable, the Offer for Sale of their respective Offered Shares, pursuant to their respective board/ committee resolutions provided with the consent letters, as provided in Schedule IV hereto.
- D. The Company and the Selling Shareholders have appointed ICICI Securities Limited, Equirus Capital Private Limited, IIFL Securities Limited and JM Financial Limited to manage the Offer as the book running lead managers (the “**BRLMs**”). The BRLMs have accepted their engagement in terms of the fee letter (the “**Fee Letter**”), subject to the terms and conditions set forth therein.
- E. The Company and the Selling Shareholders have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India (“**SEBI**”) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the “**SEBI Act**”).
- F. The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”), with a valid and subsisting registration no. INR000000221 to act as a registrar to the Offer (the activities pertaining to the registrar to the Offer are being collectively referred to as the “**Assignment**”) and includes all responsibilities required to be discharged by the registrar to the Offer, including those prescribed by SEBI, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board by its resolution dated February 18, 2022 has approved the appointment of KFIN Technologies Limited as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement.
- G. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Retail individual investors (“**RIIs**”) may also participate through the unified payment interface (“**UPI**”) process, in accordance with, and based on the timeline prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by the SEBI in this regard (collectively, the “**UPI Circulars**”), and any other applicable law. The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.
- H. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter

into a valid and legally binding agreement with the Company and the Selling Shareholders, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties have agreed to enter into this Agreement.

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

NOW THEREFORE, the Parties do hereby agree as follows:

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) Words denoting the singular number shall include the plural and vice versa.
- b) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity.
- c) Heading and bold 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 or any replacement or novation 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, replaced or re-enacted.
- g) Reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns.
- h) References to an article, section, clause, paragraph, preamble, schedule or annexure or recitals is, unless indicated to the contrary, a reference to a section, clause, paragraph, preamble, schedule or annexure or recitals, respectively of this Agreement.
- i) References to the Offer Documents (as defined below) shall mean the Offer Documents as of their respective dates.
- j) References to the words “Working Day” shall mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the time period between the Bid/Offer Closing 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 as per the circulars issued by SEBI.
- k) Unless otherwise defined, the reference to the word ‘days’ shall mean calendar days.

- l) 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.
 - m) The Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement.
 - n) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus issued in relation to the Offer, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Telangana at Hyderabad (the "**RoC**") and also with BSE Limited and the National Stock Exchange of India Limited (together, the "**Stock Exchanges**"), as applicable, and the Offer Agreement to be executed among the Company, the Selling Shareholders and the BRLMs, as the case may be in relation to the Offer.
2. The Company and the Selling Shareholders hereby appoint KFIN Technologies Limited as the 'Registrar to the Offer' and the Registrar accepts such appointment by accepting the terms of appointment as set out in this Agreement and signing this Agreement through the authorized signatory. Notwithstanding anything contained to the contrary in this Agreement, the rights and obligations of the Company and each of the Selling Shareholders hereunder shall be several and not joint and a Selling Shareholder shall not be liable, directly or indirectly, for the obligations of the Company or the Registrar or any of the other Selling Shareholders, as the case may be. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of each of the Selling Shareholders under this Agreement shall only be in relation to the Offered Shares offered by such Selling Shareholder in the Offer.
3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required in accordance with applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act) in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with applicable law, and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar represents, warrants and declares and undertakes to the other Parties that:
 - a) It has obtained a certificate of permanent registration dated December 24, 2019 bearing registration number INR000000221 from the SEBI and the certificate is valid permanently from December 24, 2019, unless suspended or cancelled by the SEBI (the "**Certificate**"). The Registrar shall ensure that the Certificate shall remain in force including by taking prompt steps for its renewal or re-application if it is cancelled earlier, at all times until the completion of the Assignment. The Registrar shall keep the Company, each of the Selling Shareholders and the BRLMs informed 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 activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.
 - b) It shall keep and maintain books of accounts and other records and documents as specified in Regulations 14 and 15 of the SEBI RTA Regulations, 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 such longer period as may be prescribed under applicable law.

- c) Any and all records/ documents referred to and forming part of the annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for a period not less than eight years after completion of the Offer on behalf of the Company and the Selling Shareholders or such later period as may be prescribed under applicable laws.
- d) It is not an associate and shall not be deemed to be an associate of the Company and any of the Selling Shareholders for the purposes of the SEBI RTA Regulations.
- e) It has a clean track record and no penalty has been imposed on it by SEBI in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory, quasi-judicial, governmental, administrative, judicial or supervisory authority or court/tribunal and that it is not debarred or suspended from carrying on its activities as a 'Registrar to the Offer' by SEBI or any other regulatory , statutory, quasi-judicial, governmental, administrative, judicial authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the BRLMs of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Company and the Selling Shareholders. In the event the Company, the BRLMs and/or any of the Selling Shareholders and/or their respective affiliates and partners, directors, officers, management, employees, representatives, permitted assigns and successors and their respective agents and advisors incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar shall indemnify the Company and each of the Selling Shareholders and their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, as applicable, in accordance with the terms of this Agreement and in case of each of the BRLMs and their respective affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs as applicable (collectively, including the BRLMs, the "**BRLMs' Indemnified Parties**"), in accordance with the Letter of Indemnity.
- f) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, all other applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**"), UPI Circulars, applicable rules, regulations and bye-laws of the Stock Exchanges and any other applicable law and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of the Selling Shareholders, the BRLMs and the Bidders. The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company or its shareholders, any of the Selling Shareholders, the BRLMs or the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI

from time to time or other applicable laws.

- g) It shall make adequate disclosure to the Company, each of the Selling Shareholders and the BRLMs of any existing 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 cooperate and comply with any instructions the Company, each of the Selling Shareholders and the BRLMs may provide in respect of the Offer, provided that the Company, each of the Selling Shareholders and BRLMs do not give any instructions which are in violation of any applicable law. For avoidance of any doubt, it is clarified that in the event of any conflict among the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder.
- h) It shall cooperate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per applicable law, including without limitation, the SEBI ICDR Regulations, the UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges, as amended from time to time and the rules, the guidelines, regulations, directions, notifications and circulars issued by the SEBI from time to time, and in compliance with any instructions that the Company, each of the Selling Shareholders or the BRLMs may provide in respect of the Offer. It shall immediately notify the Company, each of the Selling Shareholders and the BRLMs of any delay or anticipated delay or errors committed while completing any formalities with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company, each of the Selling Shareholders and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of the BRLMs' Indemnified Parties, for any losses caused due to such error or delays, if, in the opinion of the Company, each of the Selling Shareholders and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of the BRLMs' Indemnified Parties, as the case may be, such errors/delays are caused by the acts/actions of the Registrar.
- i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back up data maintenance and disaster recovery system and the net worth to honor its obligations and liabilities under this Agreement. It shall have a dedicated team of personnel handling post-Offer correspondence.
- j) It confirms that the novel coronavirus (“COVID-19”) pandemic and government lockdowns and other measures taken in response thereto have not resulted in any material adverse effect on it or its ability to perform in full its obligations under the Assignment, and it shall take all necessary measures to ensure that the timelines and other requirements prescribed under applicable laws and as agreed by the Company, the Selling Shareholders and the BRLMs are met, notwithstanding the impact of the ongoing COVID-19 pandemic and government lockdowns and other measures taken in response thereto.
- k) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, each of the Selling Shareholders and the BRLMs of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company, each of the Selling Shareholders, their

respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of the BRLMs' Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar.

- 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 connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", and together with NSDL, the "**Depositories**").
- n) It undertakes that the Demographic Details given by the Bidders in the Bid cum Application Form will not be used by it for any purpose other than in relation to the Offer.
- o) It is not subject to any litigation, or injunction or order of, any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company, the Selling Shareholders and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory, statutory, administrative, quasi-judicial, governmental or judicial authority passed or initiated after the date of this Agreement.
- p) It is duly incorporated and validly exists under applicable law and this Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment 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.
- q) In the event, the Registrar is unable to continue to act as a registrar to the Offer, at any point of time, due to any order, injunction or direction of any statutory, regulatory, quasi-judicial, governmental, administrative or judicial authority or otherwise, it shall immediately inform the Company, each of the Selling Shareholders and the BRLMs in writing and take steps, in consultation with and as per the direction of the Company and each of the Selling Shareholders and the BRLMs for a smooth transition of the data related to the Offer and the Equity Shares held by the Registrar (at no cost to the Company or any of the Selling Shareholders for such transition) to another registrar as may be appointed by the Company and each of the Selling Shareholders, in consultation with the BRLMs. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- r) The Registrar shall hand over to the Company and the Selling Shareholders, as applicable, all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 15 (fifteen) days from the date of termination of this Agreement, or within 15 (fifteen) days from the date of cancellation of its certificate of registration as registrar, whichever is earlier.
- s) It shall keep the Company, each of the Selling Shareholders, severally and not jointly, and the BRLMs fully informed of the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, quasi-judicial, governmental, administrative, judicial or statutory authority from time to time.

- t) It shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and each of the Selling Shareholders, severally and not jointly, with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory, quasi, statutory, quasi-judicial, governmental, administrative authority, and shall duly inform the Company, each of the Selling Shareholders and the BRLMs immediately of such change in status or constitution.
 - u) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions etc. issued by SEBI or the Central Government and for redressal of investor grievances.
 - v) It is in compliance with the requirements of the SEBI circular bearing reference no. SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018, the SEBI circular bearing reference no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017 and the SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP/CIR/P/2019/11 dated October 15, 2019 and has implemented all the systems and policies required in such circulars.
 - w) It shall cooperate and comply with any instructions that the Company, each of the Selling Shareholders, and the BRLMs may provide in respect of the Offer.
 - x) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties or obligations under this Agreement.
5. In relation to the Offer, the Company hereby declares that it has complied with and agrees to comply in all material respects with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and all other applicable laws, to enable it to undertake the Offer.
6. The Company and each of the Selling Shareholders, severally and not jointly, also agrees that it will coordinate with the Registrar and will not give any instructions in violation of any applicable laws and legislation, rules, regulations and guidelines issued by SEBI and any other statutory, quasi-judicial, governmental, administrative, judicial regulatory authority. All obligations of the Company and the Selling Shareholders shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement, which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company, the Selling Shareholders and the BRLMs in writing about such instructions pursuant to which the Company or the Selling Shareholders, as applicable, will be free to withdraw/ modify such instructions, if required.
7. This Agreement entered into between the Company, the Selling Shareholders and the Registrar is for engaging KFIN Technologies Limited as the Registrar to the Offer and does not in any way bind the Company and/or any of the Selling Shareholders to appoint KFIN Technologies Limited as the registrar and share transfer agent. In the event of appointment of any agency other than KFIN Technologies Limited or its associates as the Company's registrar and share transfer agent, 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 and the Selling Shareholders in consultation with the BRLMs, at no cost to the Company, the Selling Shareholders or the BRLMs.
8. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The

Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed on between the Parties in writing. Further, the Registrar agrees to undertake all the obligations and responsibilities as registrar to the Offer specified in this Agreement, the underwriting agreement to be entered into by and among the Company, each of the Selling Shareholders, the BRLMs and the members of the Syndicate (the “**Underwriting Agreement**”), the share escrow agreement to be entered into by and among the Company, each of the Selling Shareholders and the Registrar (the “**Share Escrow Agreement**”), the cash escrow and sponsor bank agreement to be entered into by and among the Company, each of the Selling Shareholders, the BRLMs and the Bankers to the Offer (as defined below) (the “**Cash Escrow and Sponsor Bank Agreement**”), the syndicate agreement to be entered into by and among with the Company, each of the Selling Shareholders, the BRLMs and members of the Syndicate (the “**Syndicate Agreement**”), the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus (collectively, the “**Offer Documents**”) to be issued by the Company in relation to the Offer, insofar as such obligations are not contrary to the SEBI ICDR Regulations or other applicable law. The Registrar hereby consents to the inclusion of its name, logo and other requisite details under applicable law (including its contact details and the SEBI registration number) as the registrar to the Offer in the Offer Documents and in all other documents required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company, each of the Selling Shareholders and the BRLMs.

9. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
- a) Entering into the Cash Escrow and Sponsor Bank Agreement, pursuant to which the escrow account will be opened and the Registrar shall issue requisite instructions to the Escrow Collection Bank, Refund Bank, Public Offer Bank and Sponsor Banks (collectively, the “**Bankers to the Offer**”) in relation to the Offer.
 - b) Entering into the Share Escrow Agreement, pursuant to which the Selling Shareholders shall prior to the filing of the Red Herring Prospectus open a share escrow account (“**Share Escrow Account**”) wherein the Selling Shareholders shall transfer their respective portions of the Offered Shares within the prescribed timelines. The Registrar shall operate the Share Escrow Account in terms of instructions issued by the Selling Shareholders and the BRLMs, as applicable, and under the terms of the Share Escrow Agreement and ensure that Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement.
 - c) Entering into the Syndicate Agreement and the Underwriting Agreement, pursuant to which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed in accordance with such Underwriting Agreement.
 - d) Entering into any other agreement with the Company, the Selling Shareholders, the BRLMs or any other persons as applicable in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreements.
 - e) Facilitating dematerialization, if required, of the Equity Shares held by the existing shareholders of the Company, including the Selling Shareholders, if required, and of any other persons as may be required under applicable law prior to the filing of the Draft Red Herring Prospectus.
 - f) Finalizing with the Company, the Selling Shareholders and the BRLMs on the amount of processing fees payable to SCSBs and the Sponsor Banks and brokerage and selling commission for the members of the Syndicate, Registered Brokers, registrars and transfer agents registered with SEBI (“**RTAs**”) and Collecting Depository Participants (“**CDPs**”), the

basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers (together the SCSBs, members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers are hereinafter defined as the “**Designated Intermediaries**”), the Bid/Offer Opening Date and Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any to the Designated Intermediaries.

- g) Providing/ specifying the form to the Designated Intermediaries, as applicable, in which information in relation to ASBA Bids or the UPI mechanism, is required.
- h) Intimating the amount of processing fees payable to SCSBs and the Sponsor Banks in respect of syndicate ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Offer Opening Date.
- i) Liaising with the Depositories on behalf of the Company and the Selling Shareholders (to the extent applicable) for obtaining the International Securities Identification Number (“**ISIN**”), and for finalizing the tripartite agreement to be entered into with the Company and the Depositories, if required.
- j) Intimating to the Designated Intermediaries and the Sponsor Banks before the Bid/Offer Opening Date, the basis of the commission/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any.
- k) Providing detailed instructions to the Escrow Bank(s) (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Banks and Designated Intermediaries, as applicable, who are authorized to collect ASBA Forms from the Bidders in relation to the Offer, including the format and timeline of receipt of information.
- l) Providing inputs for finalizing the Bankers to the Offer and assist in identification of the collecting branches at the collection centres, if applicable.
- m) Following up with the Sponsor Banks (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each of the Sponsor Banks, Banker to the Offer and SCSB and advising the Members of the Syndicate to be appointed by the BRLMs through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data, if applicable.
- n) Procuring and collecting the final certificates from the Sponsor Banks, other Bankers to the Offer, all the SCSBs, including the syndicate SCSBs participating in the Offer, within the timelines prescribed by SEBI from time to time.
- o) Ensuring that, with respect to RIIs using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs, if applicable.
- p) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path, if applicable:

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

- q) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on letterhead/ stamped, have been received within the specified time limit as per applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate through the Stock Exchange of the mismatches, if any, that may warrant a correction of the Bid Data, if applicable.
- r) Communicating all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt, to the post Offer BRLMs, and ensuring effective redressal of such grievances.
- s) Ensuring that SCSBs applying through ASBA 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, if applicable.
- t) Obtaining from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event, the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category.
- u) Reviewing the sections related to procedural aspects of the Offer in the Offer Documents, including the 'Offer Procedure' section, and other documents or information in connection with the Offer, and confirm their accuracy.
- v) Advising the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued under the Offer.
- w) Receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms, preparing the CAN for Anchor Investors, Allotment Advice and 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.
- x) Collecting, within the timelines prescribed under and in accordance with applicable law and in accordance with the agreements entered in this regard, and as provided and specified by the Company, each of the Selling Shareholders and the BRLMs:
 - (i) Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Banks/ Stock Exchanges, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Lead Managers, and the data/information with respect to Bid Amount to Anchor Investors from the Escrow Collection Banks on the same day as the conclusion of the Anchor Investor Bid/ Offer Period.
 - (ii) The Bid File from the Stock Exchanges containing details including the Bid cum Application Form numbers and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation.
 - (iii) Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLMs and the ASBA Forms to the Designated Intermediaries.
 - (iv) Electronic Bid file/ data (including ASBA data) from the Stock Exchanges.

- (v) Coordination and obtaining certificate of blocked funds, in respect of Bids made by RIIs by way of UPI, from Sponsor Banks after closure of Bid/ Offer Closing Date.
 - (vi) Aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Banks.
 - (vii) Soft and hard copies, as applicable, of the ASBA Forms, bank schedules, reconciled data and final certificates from all centres of the Designated Intermediaries, the SCSBs and the Sponsor Banks and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLMs and the data/information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer within the timelines prescribed by SEBI from time to time.
 - (viii) PAN, DP ID, UPI ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories, in each case, in accordance with the instructions of the Company, each of the Selling Shareholders and the BRLMs, and subject to reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, each of the Selling Shareholders and the BRLMs. The Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines.
- y) Ensuring that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.
 - z) Receiving 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.
 - aa) Processing all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Banks and the SCSBs in respect of the Offer, the BRLMs and Escrow Collection Banks, as applicable, in respect of the Offer and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Offer.
 - bb) Preparing a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, each of the Selling Shareholders and the BRLMs.
 - cc) Keeping accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, as applicable, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Banks and with respect to Anchor Investors, Bid cum Application Forms, as applicable, from the BRLMs and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Collection Bank(s).
 - dd) Screening, identifying and listing Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Red Herring Prospectus and rejecting such Bid cum Application Forms in consultation with the Company, the Selling Shareholders and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures.
 - ee) Collecting the Bid file from Stock Exchanges/ the BRLMs on the Bid/Offer Closing Date and validating the DP ID, Client ID and PAN with the depository database and provide a file to

the concerned Designated Intermediary, the Sponsor Banks and BRLMs of the erroneous Bids which will be considered as invalid.

- ff) Upon approval of the Basis of Allotment, sharing the Bid file received from the Stock Exchanges with the Sponsor Banks and the SCSBs, containing the application numbers, number of Equity Shares, bid amount and any other additional fields, as may be required, who shall use such information for credit of funds and unblocking of funds, as applicable.
- gg) Reconciling the compiled data received from the Stock Exchanges and all SCSBs, the Sponsor Banks, BRLMs and the Escrow Collection Banks, and match the same with the depository database for correctness of DP ID, Client ID and PAN.
- hh) Rejecting the Bids in case the DP ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date.
- ii) Rejecting duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same permanent account number).
- jj) Rejecting Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars.
- kk) Forwarding the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date, if applicable.
- ll) Coordinating with the Bankers to the Offer (in case of Bids by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) and Sponsor Banks (through Stock Exchanges) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law.
- mm) Coordinating with the Sponsor Banks/SCSBs and submitting a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 read with the SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended and other relevant circulars issued by the SEBI.
- nn) Ensuring that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents.
- oo) Completing validation of beneficiary account details including to confirm the status of QIBs.
- pp) Following and completing all processes as outlined in the Offer Documents and the General Information Document issued by SEBI.
- qq) Maintaining the details of request for withdrawals of Bids received and withdrawals made in the Offer, to the extent applicable.
- rr) Assisting in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLMs and the Company.

- ss) Preparing the complete list of valid applications (after all rejections, including rejections on technical grounds), and presenting the same category-wise to the Company, the Selling Shareholders and the BRLMs.
- tt) Communicating to the BRLMs, Company and each of the Selling Shareholders at the earliest any discrepancy between the electronic bid file registered on the online system of the Stock Exchanges and the SCSB's data. The Registrar shall discuss the results of such reconciliation with the Company, the Selling Shareholders, the BRLMs, the SCSBs and the Sponsor Banks in a timely manner.
- uu) Providing exceptions to enable the Company, each of the Selling Shareholders and the BRLMs to take decision on the Bids.
- vv) Keeping a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Banks and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a regular basis to the Company, each of the Selling Shareholders and the BRLMs as required by the Company, each of the Selling Shareholders and the BRLMs.
- ww) Validating the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Banks with the electronic bid details in terms of the UPI Circulars, and any other applicable law, on the basis of which the Basis of Allotment will be finalized.
- xx) Preparing a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and RIIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Days from the Bid/ Offer Closing Date, if applicable.
- yy) Preparing a technical rejection list based on the electronic Bid files received from the Stock Exchanges.
- zz) Sending the Confirmation of Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Offer.
- aaa) Identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations.
- bbb) Reconciling the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer, SCSBs and the Sponsor Banks.
- ccc) Rejecting the Bids in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the depository's database.
- ddd) Providing correct data, within the timelines prescribed by SEBI from time to time, to enable the Company, the Selling Shareholders and the BRLMs to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations and in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment.

- eee) Preparing a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, Selling Shareholders and the BRLMs, post communication of the Basis of Allotment by the Company and preparing funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempt from lock-in requirements under the SEBI ICDR Regulations) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre- Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempt from lock-in requirements under the SEBI ICDR Regulations) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLMs' Indemnified Parties, the Company, each of the Selling Shareholders, and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors the cost incurred on account of payment of such interest or damages.
- fff) Preparing funds transfer schedule based on approved Basis of Allotment.
- ggg) In relation to bids made by QIBs, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies In the event that the status of a QIB is not verifiable, 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.
- hhh) Keeping accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Banks, the Designated Intermediaries and the BRLMs particulars relating to the requisite money to be transferred to the Public Offer Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act.
- iii) Keeping accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Sponsor Banks, the Designated Intermediaries and the BRLMs including:
- (i) Bids files from the online bidding system of the Stock Exchanges and Bids furnished by the SCSBs, the Sponsor Banks, the Syndicate, the Registered Brokers, the CDPs, and the RTAs.
 - (ii) Particulars relating to the allocation and Allotment of Equity Shares against valid Bids.
 - (iii) Particulars relating to the requisite money to be transferred to Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act.
 - (iv) Particulars relating to, rejected/ withdrawn/ unsuccessful Bids.

- (v) Particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders.
- jjj) Specifically recording cases of multiple Bids and keeping 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, carrying out procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms.
- kkk) Providing bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Bank(s) and the Refund Banks, as applicable.
- lll) Providing requisite Offer related data to the Company and each of the Selling Shareholders, severally and not jointly, for filings with the Reserve Bank of India, as may be required.
- mmm) Preparing distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company).
- nnn) Preparing the following registers and other data:
 - (i) Top 50/100/200 shareholders (for the Stock Exchanges).
 - (ii) Allotment registers.
 - (iii) Register of members.
 - (iv) Index of members.
 - (v) Return of Allotment (for the RoC).
 - (vi) Cross Reference Register.
 - (vii) Postal journal for documents mailed.
 - (viii) Any other data, as may be requested.
- ooo) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made.
- ppp) Coordinating with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects.
- qqq) Post communication of the Basis of Allotment by the Company, preparing the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and preparing the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, the Selling Shareholders and the BRLMs.
- rrr) Preparing the fund transfer schedule along with reconciliation of total funds received from Escrow Collection Banks, and total amounts blocked in the ASBA Accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved

Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB and the Sponsor Banks, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under the UPI Circulars, and any other applicable law notified from time to time:

- (i) Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders.
 - (ii) Amount to be transferred from the relevant ASBA Account/UPI linked bank account or the Escrow Account to the Public Offer Account (or the Refund Account if so required), for each valid ASBA Bid or Anchor Investor Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law.
 - (iii) The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law.
 - (iv) Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Banks to refund the amount or unblock the relevant bank accounts, as the case may be.
- sss) Receiving pending applications for unblock submitted with the Registrar, not later than 5:00 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI circular nos. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI/HO/CFD/DIL2 /P/CIR/2021/570 dated June 2, 2021.
- ttt) Submitting bank-wise details of pending applications to SCSBs for unblocking, for Bids made through the UPI Mechanism, along with the allotment file within the time period prescribed under applicable law. The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.
- uuu) In case of failure of the Offer, giving appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank account, issuing instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by SEBI.
- vvv) In accordance with instructions received from the Company and the Selling Shareholders, giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders and ensuring that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable laws, rules, circulars and regulations issued by SEBI.
- www) In accordance with instructions received from the Company and the Selling Shareholders, giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board and ensuring that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable law.

- xxx) Receiving the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submitting the same to the Stock Exchanges and filing, along with the Company, the Allotment details with the Designated Stock Exchange and confirming that all formalities are completed.
- yyy) Giving instructions to the Depositories to carry out lock-in for the pre- Offer share capital of the Company as required under the SEBI ICDR Regulations and receiving confirmation from the Depositories.
- zzz) Issuing 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.
- aaaa) Filing confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges.
- bbbb) Revalidating refund orders, where permitted, if applicable.
- cccc) Dispatching letters of Allotment/Allotment Advice, CAN, refund orders, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time indicated in the Offer Documents, subject to certain cases kept in abeyance in consultation with the Company, the Selling Shareholders and the BRLMs and assisting the Company, the Selling Shareholders and the BRLMs in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents.
- dddd) Carrying out due procedures in relation to processing of multiple applications as provided in the Offer Documents.
- eeee) Complying with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, Selling Shareholders and the BRLMs.
- ffff) Finalizing various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs (in accordance with the inter-se allocation among the BRLMs), the Company and the Selling Shareholders to be submitted to SEBI within the stipulated time and 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.
- gggg) Ensuring 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 law and maintaining a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company for storage of such records and are made available to the Company and the Selling Shareholders at regular intervals.
- hhhh) Providing all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLMs.
- iiii) Submitting relevant documents to the Stock Exchanges (except listing application, allotment details, demat credit and refund details) for the purpose of obtaining the in-principle and final

listing and trading approvals.

- jjjj) Settling investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable law and any rules, regulations and guidelines issued by SEBI, and providing requisite reports to the Company, each of the Selling Shareholders and the BRLMs during the Bid/Offer Period and after closing of the Offer.
- kkkk) Assisting the Company, each of the Selling Shareholders and the BRLMs in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange.
- llll) Coordinating with the Refund Bank(s) for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.
- mmmm) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected).
- nnnn) Initiating corporate action to Allot Equity Shares to the successful Bidders, including, by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board.
- oooo) Ensuring timely deposit of the Equity Shares in the Share Escrow Account and that the transfer of the Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner in accordance with the Share Escrow Agreement.
- pppp) Ensuring that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within such timeline as prescribed by SEBI from time to time.
- qqqq) Giving instructions to transfer the funds from the Escrow Account to the Public Offer Account, for eventual credit to the Company and each of the Selling Shareholders, severally and not jointly, in accordance with the Offer Documents and applicable law.
- rrrr) Consolidating the list of subscriptions received through the underwriters to the Offer and evaluating their performance and preparing statement of selling commission payable, if any, and arranging for their dispatch.
- ssss) Coordinating with the Sponsor Banks, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLMs, Registered Brokers and other parties as may be required for completing the post-Offer process in accordance with applicable laws.
- tttt) Providing data to assist the Company, the Selling Shareholders and the BRLMs in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/Offer Opening/Closing advertisements have appeared earlier.
- uuuu) Providing weekly reports to the Company, each of the Selling Shareholders and the BRLMs and as may be required by the Company, each of the Selling Shareholders and the BRLMs, on the (i) status of Equity Shares lying in the Share Escrow Account (ii) status of

refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (iii) status of redressal of investor complaints received and pending in the form specified by the Company, each of the Selling Shareholders and the BRLMs.

- vvvv) Capturing data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparing schedule of brokerage payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.
- wwwv) Providing detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined based on the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law.
- xxxx) Ensuring compliance with all applicable regulations and notifications, including SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2 /P/CIR/2021/570 dated June 2, 2021.
- yyyy) Ensuring compliance with the UPI Circulars, and any other applicable law in relation to UPI as a payment mechanism for making applications in public issues.
- zzzz) Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Banks, for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed/ statutory timelines.
- aaaa) Providing assistance to the Company, each of the Selling Shareholders and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories.
- bbbb) To prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021 within the prescribed timeline.
- cccc) Providing in a timely manner all accurate information to be provided by it under this Agreement.
- dddd) Submitting the details of cancelled/withdrawn/deleted Bids to SCSB's on a daily basis within 60 minutes of bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from Stock Exchanges, in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.

- eeee) Collecting and maintaining records of the requisite certificate from the SCSBs in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought.
- ffff) At the time of the finalization of Basis of Allotment, obtaining validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI.
- gggg) Assisting the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.
10. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care, such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for the minimum duration prescribed under applicable law, including without limitation, the following records:
- a) All the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Banks and the Registered Brokers, SEBI Registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from SCSBs and the Sponsor Banks including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges.
 - b) All the electronic records relating to Bids received from all Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLMs and the Designated Intermediaries.
 - c) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms.
 - d) Particulars relating to rejected/ withdrawn/ unsuccessful bids.
 - e) Particulars relating to all the rejected withdrawn/ unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the Depositories database.
 - f) Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company and the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details.
 - g) Demographic Details obtained from the concerned Depositories.
 - h) Terms and conditions of the Offer of the Equity Shares.
 - i) Particulars relating to allocation and Allotment of Equity Shares against valid Bids pursuant to the Offer.
 - j) List of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders.
 - k) Particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer.

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

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

Subject to the provisions of any other law, including Regulations 14 and 15 of the SEBI RTA

Regulations and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, each of the Selling Shareholders and the BRLMs with any report that is required by them using the information specified above in a timely manner.

11. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of or after the termination of their appointment hereunder, divulge to any third party any Confidential Information (as defined below) about the Company, each of the Selling Shareholders, the BRLMs, the Offer or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer. The Registrar shall adopt standards of data security and privacy norms in accordance with regulatory and statutory provisions under applicable law in this regard.

“**Confidential Information**” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs, the Company and the Selling Shareholders, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company or the Selling Shareholders, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSBs, depository participants, disputes and grievances, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions.

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

12. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to Bankers to the Offer and dispatch of instructions to SCSBs and Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders or release of funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and refunds to Anchor Investors without delay, including providing the Bankers to the Offer with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Offer, the Refund Bankers, or any of their correspondent banks.
13. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs and Bankers to the Offer, and shall be liable for omissions and commissions

in discharging its responsibilities under this Agreement.

14. The Registrar shall ensure that:
 - a) Investors shall be sent first response, within seven Working Days or any such date prescribed under applicable law, after receipt of complaint.
 - b) The enquiries and/ or complaints from Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines.
 - c) The timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn) in accordance with applicable law.
 - d) The Registrar has a proper system to track, address and redress investor complaints.
 - e) Adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per applicable law.
 - 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 and the Sponsor Banks, and unblock/refund the funds at the earliest, if applicable.
 - g) Uniform procedure is followed for the processing of Bid cum Application Forms.
 - h) It shall provide status update at periodic intervals to the BRLMs, each of the Selling Shareholders and the Company.
 - i) Information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid.
 - j) It maintains an insider list in accordance with the directions of the Company.
 - k) The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Sponsor Banks and the Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares:
 - a) Be a party to creation of false market.
 - b) Be a party to price rigging or manipulation.
 - c) Be a party to 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, the Company or the Selling Shareholders.
16. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
 - a) 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;

- b) Neither it 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;
 - c) 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;
 - d) It is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - e) It has formulated and implemented a comprehensive policy framework, approved by its board of directors, in compliance with the SEBI circular SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018;
 - f) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement;
 - g) It has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - h) It will immediately notify the Company and each of the Selling Shareholders and the BRLMs if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph; and
 - i) 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.
17. Immediately on receiving instructions from the Company and/or any of the Selling Shareholders and/ or the BRLMs, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Banks to unblock the ASBA Accounts and/or dispatch the refund orders to the Anchor Investors within the period specified in the Offer Documents and the Cash Escrow and Sponsor Bank Agreement. If the Company and/or any of the Selling Shareholders, as the case maybe, are liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs and the Sponsor Banks to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents

and the Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company, any of the Selling Shareholders and/or the BRLMs, the Registrar shall be liable to indemnify the Company, each of the Selling Shareholders, and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, for the cost incurred by the Company, any of the Selling Shareholders, and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors in paying the interest as per applicable law. If the Company, any of the Selling Shareholders, and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, or the BRLMs' Indemnified Parties are made liable to compensation/damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure on the part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, each of the Selling Shareholders, and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or the BRLMs' Indemnified Parties for such compensation/damage, loss etc. incurred by the Company, any of the Selling Shareholders or the BRLMs as the case may be.

18. Further, it is agreed that as on the date of this Agreement, the Registrar shall issue a letter of indemnity in favor of the BRLMs, in the form as set out in **Annexure A** hereto ("**Letter of Indemnity**") to indemnify each of the BRLMs in the manner as set out in the Letter of Indemnity. In case of any conflict between the Letter of Indemnity and this Agreement, the Letter of Indemnity shall prevail. The Registrar acknowledges that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, wherever, and to the extent applicable and acknowledges and agrees that that entering into this Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for the Letter of Indemnity.
19. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
20. The Company agrees that 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 BRLMs and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and each of the Selling Shareholders), until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and each of the Selling Shareholders, severally and not jointly. The Company agrees that it will have access to the application or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 21 below).
21. The Registrar will handle the Offer and the Assignment related work from its office at Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally, Hyderabad 500032, Telangana, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
22. The Company, on behalf of itself and each of the Selling Shareholders, severally and not jointly, shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters/ allotment/ allocation advice, share certificate etc. within the

timelines prescribed by SEBI from time to time. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and each of the Selling Shareholders, severally and not jointly, and agrees to return the excess funds to the Company for onward payment to the Selling Shareholders (and the Company agrees that it shall make such onward payment to the Selling Shareholders, as applicable) in case the refunded amount on actuals is less than the estimated amount.

23. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange, if applicable. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company and each of the Selling Shareholders, to the extent of the Equity Shares offered by them in the Offer for Sale, shall also extend all necessary assistance to the Registrar in such matters.
24. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the Board.
25. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the Syndicate, the 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.
26. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary (including in connection with ASBA Bids made through UPI mechanism).
27. The Registrar shall extend all necessary support to the Company, each of the Selling Shareholders, the BRLMs and the Designated Intermediaries, as may be required for the smooth and speedy functioning of the ASBA process.
28. The post-Offer stationery including letters of Allotment and Allotment/Allocation advices shall be kept ready and handed over to the Registrar within such time so as to enable the Registrar to meet its obligations under this Agreement and applicable law, and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the post- Offer stationery from the Stock Exchanges and the Refund Bank.
29. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs and the Company and the Selling Shareholders, to be submitted to SEBI within the stipulated time.
30. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLMs.
31. 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 and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Offer, shall be as specified in **Schedule III**, and after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company (by itself or on behalf of the Selling Shareholders), except for any out-of-pocket expenses.

33. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and each of the Selling Shareholders and provide certificates as may be requested by the BRLMs, including at the stage of Bid/ Offer Closing Date, rejection of Bids, etc.
34. The Company and/or any of the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company and /or any of the Selling Shareholders decide to take such insurance.
35. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (the “**Affected Party**”) shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party’s obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 30 (thirty) Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 15 (fifteen) Working Days’ notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement. Notwithstanding the foregoing or anything contained in this Agreement, the Registrar agrees that it shall not be excused from performing any of its obligations and duties under this Agreement due to the ongoing COVID-19 pandemic, mutations thereof, and/or any governmental restrictions or lockdowns imposed in response thereto.
36. The Company and each of the Selling Shareholders shall be entitled to terminate this Agreement in respect of themselves in the event (i) the Registrar’s certificate of registration with SEBI is suspended/ cancelled or SEBI or any other statutory, regulatory, judicial and/or administrative authority or court or tribunal debars or suspends the Registrar from carrying on its activities; or if (ii) the Registrar is in any way prohibited or restrained either by an order of or direction of SEBI, any regulatory, statutory, and / or administrative authority or a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
37. In the event the Company and the Selling Shareholders in consultation with the BRLMs, decides not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and the Selling Shareholders. Further, the Company and any of the Selling Shareholders, jointly or severally, may terminate this Agreement in respect of themselves with or without cause, on giving prior notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholders in writing. It is clarified that termination of this agreement by one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholders.

38. If ever this Agreement is terminated for any reason whatsoever, then it shall be the duty of the Registrar to extend all such support as may be required by the Company and each of the Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer (at no extra cost). However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
39. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint during the term of this Agreement 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 each of the Selling Shareholders (to the extent of the Equity Shares offered in the Offer for Sale), shall extend necessary cooperation to the Registrar for its complying with such regulation, provided however, in relation to the complaints pertaining to blocking/ unblocking of funds, investor complaints shall be resolved on the date of the receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a weekly basis to the Company, each of the Selling Shareholders and the BRLMs in a mutually agreed format, provided however, that status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports shall also be provided to the Company and each of the Selling Shareholders as and when required.
40. 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 law 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 any of the Selling Shareholders in any other business of the Company and of the respective Selling Shareholders in any manner whatsoever.
41. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/ error in the services rendered or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar 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 and it shall be directly responsible to and shall hereby indemnify and keep indemnified and harmless the Company, each of the Selling Shareholders and/or their respective directors, officers, employees, representatives, permitted assigns and successors and their respective agents and advisors and/or each of the BRLMs' Indemnified Parties, for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and each of the Selling Shareholders shall be entitled to terminate this Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) days of receipt of written notice of such breach by the Company and/or any of the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within the timelines prescribed by SEBI from time to time, upon being instructed by the Company, each of the Selling Shareholders and/or the BRLMs, transfer all the documents in their possession including those related to the Equity Shares (including the Offered Shares), to any other registrar/depository as instructed by the Company, each of the Selling Shareholders and/or the BRLMs.
42. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar irrevocably and unconditionally undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless, severally and jointly, the Company, each of the Selling Shareholders, and/or each of their respective affiliates, partners, management, representatives, directors, officers, employees, successors, agents and advisors and their respective affiliates and/or each of the BRLMs' Indemnified Parties (collectively, the "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, awards, judgments, costs, charges, expenses,

interests, legal expenses, accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Equity Shares issued/transferred or other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error or fraud on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder, or otherwise under applicable law or in connection with any fine imposed by the SEBI or any other governmental, judicial, quasi-judicial, regulatory, administrative, statutory authority. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the applicable law 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 or regulatory authority, administrative, judicial, quasi-judicial, governmental authority or court of law. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, statutory, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or a court of law. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Parties 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 (including the Letter of Indemnity) (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority (iii) any delay, failure, error, omission, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement or the Assignment, or the Letter of Indemnity (iv) if any information provided to the Company, Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect (v) any fines imposed by SEBI or any other Governmental, statutory, judicial, quasi-judicial, administrative or regulatory Authority against any of the Indemnified Parties.

43. The Registrar may have to provide certain information regarding the Bidders, as may be required under applicable law, including, 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.
44. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered or speed post, or e-mail. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered, if given by registered or speed post on expiration of three (3) Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email, on transmission thereof.

All notices to the Parties shall be addressed as under

To the Company:

ZAGGLE PREPAID OCEAN SERVICES LIMITED

301, III Floor, CSR Estate
Plot No.8, Sector 1, HUDA Techno Enclave
Madhapur Main Road
Hyderabad 500 081
Telangana, India
Tel: +91 40 2311 9049
E-mail: haripriya.singh@zaggle.in
Attention: Hari Priya

To the Selling Shareholders:

Raj P Narayanam

The Trails Villa #2
Lancohills Road, Kanaka Durga Temple
Manikonda, Pokalawada
Hyderabad, Puppalaguda
Hyderabad 500 089
Telangana, India
Tel: +91 40 2311 9049
E-mail: phaninraj@gmail.com

Avinash Ramesh Godkhindi

C-2103, Oberoi Splendor
Jogeshwari Vikroli Link Road
Opp Majas Depot, Jogeshwari East
Mumbai 400 060
Maharashtra, India
Tel: +91 22 4879 4879
E-mail: avinash.godkhindi@gmail.com

VenturEast Proactive Fund LLC

Sanne House, Bank Street
Twenty Eight, Cybercity
Ebene 72201
Mauritius
Tel: +230 467 3000
E-mail: Faatimah.Khodadeen@sannegroup.com
Attention: Faatimah Khodadeen

GKFF Ventures

Sanne House, Bank Street
Twenty Eight, Cybercity
Ebene 72201
Mauritius
Tel: +230 467 3000
E-mail: GKFF@sannegroup.com
Attention: Christopher Quirin

VenturEast SEDCO Proactive Fund LLC

Sanne House, Bank Street
Twenty Eight, Cybercity
Ebene 72201
Mauritius
Tel: +230 467 3000
E-mail: Faatimah.Khodadeen@sannegroup.com
Attention: Faatimah Khodadeen

Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund)

7-50/1, Jai Santosh Nagar Colony
Street No:8, Habsiguda
Hyderabad 500 007
Telangana, India
Tel: +91 77026 22255
E-mail: vishnu.kamalapuri@ventureast.net
Attention: Vishnu Kamalpur

Zuzu Software Services Private Limited

House no. 8-8-133/1/101, Road No.16, Greenpark Colony
Karmanghat, Hyderabad 500 035
Telangana, India
Tel: +91 89779 48080
E-mail: zuzusoftwareservices@gmail.com
Attention: Sudhakar Tirunagari

Malvika Poddar

701, RK Sadan, 63, S.P. Road, Worli
Mumbai 400 030, Maharashtra, India
Tel: +91 22 4094 5010
E-mail: malvikatayal@gmail.com

Koteswara Rao Meduri

201, Samruddhi Enclave, Ramabhadra Colony
Nizampet, Hyderabad 500 090, Telangana, India
Tel: +91 92476 86168
E-mail: mkoteshwarrao@hotmail.com

To the Registrar:

KFIN Technologies Limited

Selenium Tower B, Plot No.31-32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032, Telangana, India
Tel: +91 40 6716 22 22
E-mail: einward.ris@kfintech.com
Attention: M. Murali Krishna

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

45. Non-compliance of any of the covenants contained in this Agreement by either Party shall be reported to the SEBI within 7 (seven) days by the other Party and shall also be reported to the Company, the Selling Shareholders and the BRLMs immediately.
46. In the event of a breach by either Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms

of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 (ten) days after commencement of discussions, then either Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the claimant(s), one by the respondent(s)) and the third arbitrator to be appointed jointly by the two appointed arbitrators). The third arbitrator shall be appointed within 15 (fifteen) days of the receipt of the second arbitrator's confirmation of his/her appointment and in the event that either the claimant(s) or the respondent(s), fail to appoint an arbitrator each, or the two arbitrators so appointed fail to appoint the third arbitrator, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 (the "**Arbitration and Conciliation Act**"). All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act or any re-enactment thereof and shall be conducted in English. The venue and seat of Arbitration shall be Mumbai, India. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.

The award shall state the reasons on which it is based and shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies) The arbitration tribunal shall use its best efforts to produce a final conclusive and binding award within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. The Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Parties, the arbitration award is not passed within such 12 (twelve) month period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.

47. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
48. Subject to the above Clause 46, courts at Mumbai, India shall have the sole and exclusive jurisdiction.
49. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.
50. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, each of the Selling Shareholders and the BRLMs.
51. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.
52. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated on the expiry of 18 (Eighteen) months from the Bid/Offer Closing Date, provided that Clauses 4(b), 11, 12, 16, 17, 41, 42, 44, 45, 46, 47, 48, 49 and 53 and this Clause 52 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and each of the respective Selling Shareholders, or the newly appointed registrar to the Offer, as applicable.

53. If any provision/s of this Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
54. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties 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 either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
55. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original. All such counterparts shall constitute one and the same instrument. Each Party agrees that this Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with applicable law), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to be bound by this Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request, but a failure to do so shall not affect the enforceability of this Agreement.

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This signature page forms an integral part of the Registrar Agreement entered into by and among Zuggle Prepaid Ocean Services Limited, Raj P Narayanan, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zazu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

For and on behalf of **ZAGGLE PREPAID OCEAN SERVICES LIMITED**

Name: 

Designation: *Executive chairman*

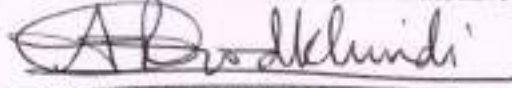
This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggle Prepaid Ocean Services Limited, Raj P Narayanan, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Kateswara Rao Meduri and KFIN Technologies Limited.

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


Raj P Narayanan

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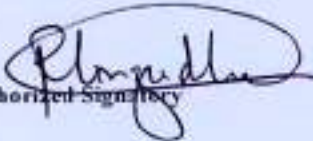
IN WITNESS WHEREOF, the Parties have set their hands on the day and year hereinabove written:


Avinash Ramesh Godkhindi

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayanan, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SELCO Proactive Fund LLC, VentureEast Trustee Company Private Limited (acting on behalf of VenturEast Proactive Fund), Zazu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meshuri and KFIN Technologies Limited.

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

For and on behalf of **VenturEast Proactive Fund LLC**


Authorized Signatory

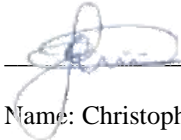
Name: Ramanand Guzadhur

Designation: Director

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

For and on behalf of **GKFF VENTURES**



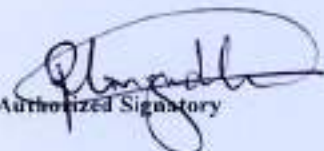
Name: Christopher Quirin

Designation: Director

This signature page forms an integral part of the Registrar Agreement entered into by and among Zoggle Prepaid Ocean Services Limited, Raj P. Narayanan, Avinash Ramesh Godkhadi, VentureEast Proactive Fund LLC, GKPF Ventures, VentureEast SEDCO Proactive Fund LLC, VentureEast Trustee Company Private Limited (acting on behalf of VentureEast Proactive Fund), Zucu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIV Technologies Limited.

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

For and on behalf of **VenturEast SEDCO Proactive Fund LLC**


Authorized Signatory

Name: Ramanand Guzadhur

Designation: Director

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

For and on behalf of **VENTUREAST TRUSTEE COMPANY PRIVATE LIMITED (ACTING ON BEHALF OF VENTUREAST PROACTIVE FUND)**

Kamalapur

Authorized Signatory



Name: VISHNU KAMALAPURI

Designation: Authorized Signatory

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayanan, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

For and on behalf of **ZUZU SOFTWARE SERVICES PRIVATE LIMITED**

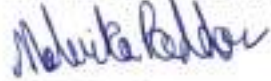


Name: Sudhakar Pirumgani

Designation: Director

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhundi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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



Malvika Poddar

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggie Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

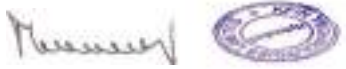


Koteswara Rao Meduri

This signature page forms an integral part of the Registrar Agreement entered into by and among Zaggle Prepaid Ocean Services Limited, Raj P Narayanam, Avinash Ramesh Godkhindi, VenturEast Proactive Fund LLC, GKFF Ventures, VenturEast SEDCO Proactive Fund LLC, Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund), Zuzu Software Services Private Limited, Malvika Poddar, Koteswara Rao Meduri and KFIN Technologies Limited.

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

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

A handwritten signature in blue ink is positioned to the left of a circular purple stamp. The stamp contains some illegible text and a central emblem.

Authorized Signatory

Name: M. Murali Krishna

Designation: Vice President

Annexure A

LETTER OF INDEMNITY

[To be stamped at the relevant value]

Date:

To

ICICI Securities Limited

ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400 025.

Equirus Capital Private Limited

12th Floor, C Wing, Marathon Futurex,
N. M. Joshi Marg, Lower Parel,
Mumbai – 400 013
Maharashtra, India

IIFL Securities Limited

IIFL Centre, Kamala City,
Senapati Bapat Marg, Lower Parel (W),
Mumbai 400013, India.

JM Financial Limited

7th Floor, Cnergy,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400 025
Maharashtra, India

(collectively, the “**BRLMs**”)

Ladies and Gentlemen:

Re: Letter of indemnity (“Letter of Indemnity”) to the BRLMs by KFIN Technologies Limited (the “Registrar”) pursuant to the Registrar Agreement entered into between Zaggle Prepaid Ocean Services Limited (the “Company”) and the Registrar and the Selling Shareholders dated _____, as may be amended from time to time (the “Registrar Agreement”)

1. The Company proposes to undertake an initial public offering of equity shares of the Company of face value of ₹1 each (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company (the “**Fresh Issue**”) and an offer for sale of Equity Shares by the Selling Shareholders (such Equity Shares, the “**Offered Shares**” and such offer for sale, the “**Offer for Sale**”) in accordance with the Companies Act, 2013, as amended and the rules made thereunder (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and other applicable laws (the “**Offer**”) at such price as may be determined through the book building process (“**Book Building Process**”) as prescribed in Schedule XIII of the SEBI ICDR Regulations and other applicable laws by the Company and the Selling Shareholders in consultation with the book running lead managers to the Offer (“**Offer Price**”). The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities

Act of 1933, as amended (the “**U.S. Securities Act**”), (ii) outside the United States and India, to institutional investors in offshore transactions in compliance with Regulation S. No offer or issue shall be made to any investor in the United States. The Offer may also include allocation of Equity Shares to certain Anchor Investors by the Company, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The Registrar has been appointed as the registrar and share transfer agent to the Offer (“**Registrar to the Offer**”) by the Company and the Selling Shareholders, after consultation with the BRLMs, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Offer and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”). In this regard, the Registrar has entered into the Registrar Agreement with the Company and the Selling Shareholders. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount (“**ASBA**”) and Unified Payments Interface (“**UPI**”) and other applicable law in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its duties, responsibilities and obligations and the consequences of any error, failure or default on its part.
3. The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000000221 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the “**Assignment**” and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable law), and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement and this Letter of Indemnity. The board of directors of the Company by its resolution dated February 18, 2022 approved the appointment of the Registrar as the Registrar to the Offer as per the terms and conditions detailed in the Registrar Agreement and this Letter of Indemnity.
4. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is error or failure to perform the Assignment by the Registrar and/ or default or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement, this Letter of Indemnity and/or any other legal requirement applicable in relation to the Offer.
5. The Registrar confirms that it is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its obligations and the consequences of any default on its part.
6. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the BRLMs to:
 - (a) fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer;
 - (b) ensure compliance with applicable laws including and not limited to the provisions of: (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/

4 /2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016 ,(vii) SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (viii) the SEBI Circular No. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (ix) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (x) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, (xi) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, (xii) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, (xiii) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, (xiv) SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, (xv) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, (xvi) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, (xvii) SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, (xviii) and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, (xix) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, (xx) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, (xxi) SEBI circular no. SEBI/ HO/CFD/DIL2/CIR/2022/75 dated May 30, 2022 and any subsequent circulars or notifications issued by SEBI in this regard, (xxii) SEBI ICDR Regulations, and (xxiii) other SEBI regulations, as amended and/or replaced from time to time; and

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

7. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar hereby executes and delivers this Letter of Indemnity to each of the BRLMs and agrees to fully indemnify, defend and hold harmless, at its own cost and expenses and keep indemnified, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors, intermediaries, permitted assigns, associates, agents or other persons acting on its behalf and permitted assigns, and each other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the “**BRLMs’ Indemnified Parties**” and individually, the “**BRLM Indemnified Party**”) from any and all suits, demands, proceedings, losses, liabilities, claims, damages, writs, actions, including an action commenced by any Bidders (including ASBA Bidders), or holders of Equity Shares which have been issued or transferred pursuant to the Offer or by any third party against any of the BRLM Indemnified Parties, any awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest, penalties, attorney's fees, accounting fees, court fees and losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and court costs or other professional fees arising out of a breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority, or any of the terms and conditions set out in the Registrar Agreement, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar’s Assignment, duties, obligations and responsibilities and error, failure to deliver the services contemplated under the Registrar Agreement, this Letter of Indemnity and applicable laws or in connection with any fine imposed by the SEBI or any other governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLMs.

8. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity. The Registrar agrees that the duties, responsibilities, representations and obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that in case of any failure, deficiency, error, fraud, misconduct, wilful default, negligence or bad faith, if any, in performing its duties, obligations and responsibilities, breach or failure, deficiency, omission or error in performance of or compliance or alleged breach of any provision of law, regulation or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or from its own breach or alleged breach, gross negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, or omissions or deficiency or error or failure to perform its duties, obligations and responsibilities or of any of the terms and conditions covenants, undertakings, representation and warranties mentioned in this Letter of Indemnity or the Registrar Agreement by the Registrar and/or its partners, representatives, management, officers, employees, directors, agents or other persons acting on its behalf, and/or if any information provided to any one or more of the BRLMs is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, keep indemnified, defend and hold each of the BRLM Indemnified Parties at all times free and harmless from and against any and all suits, proceedings, penalties, claims, actions, losses, liabilities, claims, damages, actions, awards, judgments, costs, interests and expenses, including without limitation, attorney's fees, other professional fees, accounting fees, court costs or losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, actions, demands, and all other liabilities and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any third party, against any of the BRLMs' Indemnified Party, whether or not such BRLM's Indemnified Party is a party, arising out of, or in connection with, any (i) breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement, (ii) violation or alleged violation of any provision of law, regulation, or order of any court, statutory or regulatory, judicial, quasi-judicial and/or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, (iii) any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement, (iii) consequence of any act or omission of, or any failure, negligence, deficiency, error, or default, on the part of the Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents in performing or fulfilling any of its functions, duties, obligations and services under the Registrar Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by the SEBI or any other regulatory, governmental, judicial, quasi-judicial and/or administrative authority, and (iv) if any information provided to the Company, Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect. The Registrar shall further indemnify and refund all costs incurred by each of the BRLM Indemnified Parties, in connection with investigating or defending against any investigative, judicial, quasi-judicial, administrative, statutory, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLM's Indemnified Parties is a party, in each case as such expenses are incurred or paid, or addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law.

10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the Indemnified Party may have as per applicable law or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
11. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.
12. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.
13. The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or the Promoter Selling Shareholder or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
14. In the event of any conflict or inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
15. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter.
16. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity, or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity, or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall be conducted by a panel of three arbitrators (one to be appointed by the Company), one to be appointed by the Registrar, and the third arbitrator to be appointed by the two arbitrators so appointed within 15 days of the receipt of the second arbitrator's confirmation of his/her appointment. In the event that the claimant(s), on the one hand, or the respondent(s), on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as mentioned herein, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration (seat & venue) shall take place in Mumbai, India. The arbitral award shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. The courts at Mumbai, India, shall have the sole and exclusive jurisdiction over all the disputes arising out of the arbitration proceedings mentioned herein above. Notwithstanding the power of the arbitrator(s) to grant interim relief, the disputing Parties shall have the power to seek appropriate interim and/or appellate reliefs from the courts of Mumbai only.
17. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning

ascribed to such terms under the Draft Red Herring Prospectus and the Red Herring Prospectus and Prospectus to be filed by the Company with the Registrar of Companies and the stock exchanges, as may be applicable.

18. All notices and communications issued under this letter of indemnity or the Registrar Agreement shall be in writing and: (a) delivered personally, or (b) sent by email, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses or facsimile numbers as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this letter of indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by email, be deemed given on transmission thereof provided however that any notice, etc., shall be confirmed in writing; and if sent by registered or speed post, on expiration of three working days after the notice etc.

In case of the BRLMs:

ICICI Securities Limited

ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400 025
Contact Person: Prem D'cunha
Email Address: zaggle.ipo@icicisecurities.com

Equirus Capital Private Limited

12th Floor, C Wing, Marathon Futurex,
N. M. Joshi Marg, Lower Parel,
Mumbai – 400 013
Maharashtra, India
Contact Person: Venkatraghavan S.
Email Address: zaggle.ipo@equirus.com

IIFL Securities Limited

IIFL Centre, Kamala City,
Senapati Bapat Marg, Lower Parel (W),
Mumbai 400013, India.
Contact Person: Pawan Jain/Shirish Chikalge
Email Address: zaggle.ipo@iiflcap.com

JM Financial Limited

7th Floor, Cnergy,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai - 400 025
Maharashtra, India
Contact Person: Prachee Dhuri
Email Address: zaggle.ipo@jmfl.com

In case of the Registrar:

KFIN Technologies Limited

Selenium, Tower B, Plot Number 31 and 32
Financial District, Gachibowli,
Hyderabad, 500 032, India
Tel: +91 40 6716 2222
Email: einward.ris@kfintech.com
Attention: M Murali Krishna

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

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

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

Authorized Signatory

Name: _____

Designation: _____

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

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

For and on behalf of **ICICI Securities Limited**

Authorized Signatory

Name: _____

Designation: _____

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

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

For and on behalf of **IIFL Securities Limited**

Authorized Signatory

Name: _____

Designation: _____

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

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

For and on behalf of **JM Financial Limited**

Authorized Signatory

Name: _____

Designation: _____

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

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

For and on behalf of **Equirus Capital Private Limited**



Authorized Signatory

Name: _____

Designation: _____

SCHEDULE I

Certificate of Registration

निगम रजिस्ट्रार और शेयर अंतरण अधिकारी	FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA (निगम-रजिस्ट्रार और शेयर अंतरण अधिकारी) विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993		
DD 1430 रजिस्ट्रेशन का प्रमाणपत्र CERTIFICATE OF REGISTRATION		
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1956 के अधीन किये गए नियमों और विनियमों के तहत खींचे गए अधिनियम की धारा 12 की शक्तों (1) द्वारा उक्त अधिकारों का अंतरण करते हुए उक्त (1) में निर्दिष्ट निगम और शेयर अंतरण अधिकारियों (1) में निगम रजिस्ट्रार/शेयर अंतरण अधिकारी के रूप में		
II. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1956 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India		
जो नियमों की धारा 12 के अधीन किये गए नियमों और विनियमों के अंतर्गत अंतरण करते हैं कि, जो उक्त अधिनियम में, उक्त उक्त रजिस्ट्रार का अंतरण करता है।		
An registrars to an issue and share transfer agent in Category I (registrars 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. निगम-रजिस्ट्रार और शेयर अंतरण अधिकारी का रजिस्ट्रेशन कोड		
III. Registration Code for the registrar to an issue and share transfer agents is INR00000221		
This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक निलंबित न किया जाए रजिस्ट्रेशन अंतरण का विधिवत है।		
III. Unless removed, the certificate of registration is valid from		
	जो है भारतीय प्रतिभूति और विनियम बोर्ड के लिए और जारी की है For and on behalf of Securities and Exchange Board of India  Dinesh Joshi अधिकृत अधिकारी / Authorized Signatory	
स्थान Place Mumbai तिथि Date April 1, 2022 *किसी एक को हटा दें *Delete whichever is not applicable		

SCHEDULE II

Allocation of activities pertaining to the Assignment

The Registrar shall be responsible for ASBA-related activities, in accordance with SEBI rules, regulations, guidelines and notifications. The scope of work of the Registrar in relation to ASBA will include other practical points required during the Offer and in the post-Offer process, as may be directed by the Company, the Selling Shareholders or the BRLMs to the Registrar.

Sr. No.	Activity	Party Responsible
I. PRE-OFFER WORK		
1.	Finalizing of the Banker(s) to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the BRLMs
2.	Design of Bid cum Application Forms, bank schedule, pre-printed stationery, all of which should be in conformity with applicable laws, rules, regulations and guidelines	Company in consultation with the BRLMs/the Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the SCSBs	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the BRLMs
5.	Placing of orders for and procuring pre-printed stationery	Company
II. OFFER WORK		
1.	Expediting dispatch of applications, final certificate from controlling branches of the SCSBs, Sponsor Banks and obtaining the electronic Bid data from the Stock Exchanges	Registrar
2.	Acceptance and processing of applications at the collection centers designated by the Company, including any ASBA Applications at any SCSBs, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of applications along with final certificate and schedule pages from controlling branches of the SCSB and the Sponsor Banks: a) Processing all Bid cum Application Forms in respect of the Offer; b) Upon closure of the Offer, collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the Depository database and provide a file through the BRLMs to the concerned member of the Syndicate of the erroneous Bids, which will be considered as invalid.	Registrar
4.	Informing the Stock Exchanges/the SEBI and providing necessary certificates to the BRLMs on closure of the Offer.	Company /Registrar
5.	Preparing the underwriter statement in the event of under-subscription in the Offer following closure of the Offer and seeking extension from Stock Exchanges for processing.	Registrar/ Company and the BRLMs
6.	Scrutiny and processing of applications received from the Designated Intermediaries, if applicable.	Registrar
7.	Sending the electronic Bid file with certain fields like Bid cum Application Form number, number of Equity Shares, and amount or with any other additional fields as maybe required by the SCSBs, to all the SCSBs to facilitate validation of the Bid cum Application Forms for the Bids which are entered in the Stock Exchanges.	Registrar
8.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar

Sr. No.	Activity	Party Responsible
10.	Reconciliation of number of application, securities applied for and money blocked with the final certificate received from the SCSBs or the Sponsor Banks	Registrar
11.	Reconciliation with compiled data from the Stock Exchanges with details of collection/blocked amounts received from the Escrow Collection Bank and the SCSBs	Registrar
12.	Matching the reconciled data with the relevant Depository's database for correctness of DP ID, UPI ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
13.	Reject all the Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the concerned Depository's database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of stock exchanges with SCSB data.	Registrar
14.	Matching with Bid data/reconciliation with bank schedules and the final certificate	Registrar
15.	Collection of request applications, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file, if applicable	Registrar
16.	Eliminating invalid Bids and Bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to the Depositories	Registrar
18.	Matching with Depository details	Registrar
19.	Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and rejection of applications with technical faults and multiple applications with reference to regulations/procedures. Prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and the Depositories' databases. Rejection of applications based on joint discussion between Registrar, Company and the BRLMs	Registrar in consultation with the BRLMs/ Company
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Designated Stock Exchange and the BRLMs.	Registrar
21.	Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company/ the Selling Shareholder/ the Designated Intermediaries.	Registrar
22.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar and the BRLMs
23.	Preparation of fund transfer schedule based on approved Allotment	Registrar
24.	Instructing the Depositories to lock-in for pre-Offer Equity Share capital and receiving confirmation form the Depositories.	Registrar
25.	Identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations	Registrar
26.	Allotment of Equity Shares on the basis of formula devised by the Stock Exchanges	Company
27.	<p>Once Basis of Allotment is approved by the Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, Sponsor Banks, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's Public Offer account within the timelines specified in the ASBA process:</p> <p>(i) Number of Equity Shares to be Allotted against each valid ASBA application</p> <p>(ii) Amount to be transferred from relevant bank account to the Company's Public Offer Account, for each valid ASBA</p> <p>(iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Public Offer Account.</p>	Registrar

Sr. No.	Activity	Party Responsible
	(iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs or the Sponsor Banks, as the case may be, to unblock the respective bank accounts.	
28.	Instructing the SCSBs for unblocking of the relevant bank account for transfer of requisite money to the Public Offer Account against each valid Bid	Registrar
29.	Assisting in obtaining of certificate from the auditors/practicing Company Secretary that the Allotment has been made as per the approved Basis of Allotment	Company/ Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
31.	Preparation of Allotment register-cum-return statement, index register (soft copy)	Registrar
32.	Credit to respective demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations.	Registrar
33.	Preparation of list of the Registered Brokers, SCSBs, RTAs and DPs authorized to accept Bids as per information provided on the websites of the Stock Exchanges, to whom fees, commission or brokerage is to be paid including brokerage for Bids through the E-IPO mechanism.	Registrar
34.	Printing of Allotment Advice	Registrar
35.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
36.	Overprinting of Allotment Advice and refund notices	Registrar
37.	Printing postal journal for dispatching Allotment Advice cum refund notices by registered Post	Registrar
38.	Providing pre-printed stationary and advance amount for postage and demat uploading expenses	Registrar
39.	Preparation of register of members and specimen signature cards (if required)	Registrar
40.	Mailing of documents by registered post wherever required	Registrar
41.	Payment of consolidated stamp duty on Allotment Advice issued (if applicable) or procuring and affixing stamps of appropriate value	Company
42.	Dispatch of Allotment Advice and CAN within the time-frame specified in the Offer Documents and in accordance with applicable laws.	Company /Registrar
43.	To ensure that the Equity Shares are issued, Allotted and transferred only to permitted categories of investors	Registrar
44.	To ensure that the Equity Shares are issued, Allotted and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar
45.	To ensure settlement of all investor complaints	Company/ Registrar
46.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in newspapers where the Bid/Offer opening/closing advertisements have appeared earlier, and other disclosures in line with the SEBI ICDR Regulations.	Company in consultation with the BRLMs
47.	Submission of the required file to the Escrow Collection Bank for payments to be made through the electronic mode	Registrar
48.	Providing all the relevant reports for listing and trading of the Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company, each of the Selling Shareholders and the BRLMs	Registrar
49.	Providing information for Form FC-GPR /FC-TRS and other forms for filing with the Reserve Bank of India/relevant authorities in relation to Allotment of Equity Shares to/receipt of funds from NRIs, FPIs, non-residents, etc.	Registrar
50.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to the SEBI within the stipulated time in consultation with the Company /each of the Selling Shareholders and the BRLMs	Registrar
51.	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

Sr. No.	Activity	Party Responsible
52.	Seeking extension of time from the SEBI/the Ministry of Finance (Stock Exchange Division), Government of India if Allotment cannot be made within the stipulated time	Company and the BRLMs in consultation with the Selling Shareholders
53.	Calculation of commission payable to the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges and providing details of such commission to the Company, the Selling Shareholders and the BRLMs.	Registrar

SCHEDULE III

Schedule of Fees

S. No.	Particulars	Fee
1.	Processing fee per application	Re.1 for the entire Offer
2.	Validating data pertaining to depository option	
3.	Over printing of CANs	
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account	
5.	Charges for printing bulk mailing register	
6.	Reconciliation between bid files & amount blocked by ASBA Banks	
7.	Additional cost for processing Syndicate ASBA applications	Nil
8.	Preparation of Basis of Allotment	Nil
9.	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	Nil
10.	Assisting the Company in Listing	Nil
11.	Servicing of Investor, Hosting Investor Allotment / non allotment information on the registrar's website	Nil

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

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

SCHEDULE IV

Consents from Selling Shareholders

S. No.	Selling Shareholder	Date of board resolution/ authorisation	Date of consent letter
1.	Raj P Narayanam	-	December 14, 2022
2.	Avinash Ramesh Godkhindi	-	December 14, 2022
3.	VenturEast Proactive Fund LLC	September 23, 2022	December 14, 2022
4.	GKFF Ventures	September 23, 2022	December 14, 2022
5.	VenturEast SEDCO Proactive Fund LLC	September 23, 2022	December 14, 2022
6.	Ventureast Trustee Company Private Limited (acting on behalf of Ventureast Proactive Fund)	September 22, 2022	December 14, 2022
7.	Zuzu Software Services Private Limited	December 12, 2022	December 14, 2022
8.	Malvika Poddar	-	December 14, 2022
9.	Koteswara Rao Meduri	-	December 14, 2022