



महाराष्ट्र MAHARASHTRA

2024

CS 720859

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क. ८०००००६
- 3 SEP 2024
सक्षम अधिकारी ✓

श्री. विनायक ब. जाधव

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED SEPTEMBER 20, 2024 ENTERED INTO BY AND BETWEEN SCHLOSS BANGALORE LIMITED, PROJECT BALLET BANGALORE HOLDINGS (DIFC) PVT LTD AND KFIN TECHNOLOGIES LIMITED

Schloss Bangalore Limited
Reg. off.: The Leela Palace,
Diplomatic Enclave, Africa Avenue,
Netaji Nagar, New Delhi-110023, India.
Corp. Off.: Tower-4, 3rd Floor,
Equinox Business Park, Kurla West,
Mumbai-400070, Maharashtra, India.

जोडपत्र - २ Annexure

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13 SEP 2021



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मुद्रांक विक्री कर वही अनु. क्र./दिनांक	
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दस्त नोंदणी करणार आहेत का ?	
मिळकतीचे वर्णन -	
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हस्ता अक्षत्यास त्याचे नाव व पत्ता	S.P. Mestrey
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मुद्रांक शुल्क रक्कम	
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मुद्रांक विक्रेत्याची सही	
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प्रधान मुद्रांक कार्यालय, मुंबई
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KFIN Technologies Pvt Ltd
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13 SEP 2024

REGISTRAR AGREEMENT

DATED SEPTEMBER 20, 2024

BY AND AMONGST

SCHLOSS BANGALORE LIMITED

AND

PROJECT BALLET BANGALORE HOLDINGS (DIFC) PVT LTD

AND

KFIN TECHNOLOGIES LIMITED

This registrar agreement (the “**Agreement**”) is made at New Delhi on this September 20, 2024, by and among:

1. **SCHLOSS BANGALORE LIMITED**, a company incorporated under the Companies Act, 2013 and having its registered office at The Leela Palace, Diplomatic Enclave, Africa Avenue, Netaji Nagar, South Delhi, New Delhi 110 023, 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-in-interest and permitted assigns) of the **FIRST PART**;
2. **PROJECT BALLET BANGALORE HOLDINGS (DIFC) PVT LTD**, a company incorporated under the laws of the Dubai International Financial Centre and having its registered office at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Financial Centre, P.O. Box 507234, Dubai, United Arab Emirates (hereinafter referred to as the “**Promoter Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**; and
3. **KFIN TECHNOLOGIES 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, Telangana 500 032 (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 **THIRD PART**.

In this Agreement, the Company, the Promoter Selling Shareholder and the Registrar are together referred to as “**Parties**”, and individually as “**Party**”, as the context may require.

WHEREAS

1. The Company proposes to undertake an initial public offering of equity shares bearing face value of ₹10 each of the Company (the “**Equity Shares**”, and such offering, the “**Offer**”), by way of a fresh issue of Equity Shares by the Company (“**Fresh Issue**”) and an offer for sale of such number of Equity Shares aggregating up to ₹20,000 million held by Project Ballet Bangalore Holdings (DIFC) Pvt Ltd (the “**Promoter Selling Shareholder**”) (the “**Offered Shares**” and such offer for sale, “**Offer for Sale**”) in accordance with the Companies Act, 2013, 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 (*as defined herein*), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company in consultation with JM Financial Limited, BofA Securities India Private Limited, Morgan Stanley India Company Private Limited, J.P. Morgan India Private Limited, Kotak Mahindra Capital Company Limited, Axis Capital Limited, Citigroup Global Markets India Private Limited, IIFL Securities Limited, ICICI Securities Limited, Motilal Oswal Investment Advisors Limited and SBI Capital Markets Limited (the “**BRLMs**”, and such price, the “**Offer Price**”). The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the ICDR Regulations. The Offer will be made (i) within the United States solely to persons who are reasonably believed to be “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”) in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act in reliance on Rule 144A; (ii) within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations and in “offshore transactions” as defined in and in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act; (iii) outside the United States and India, to eligible investors in “offshore transactions” as defined in and in reliance on Regulation S, and in compliance with the applicable laws of the jurisdictions where offers and sales occur. The Company, in consultation with the BRLMs, may consider a private placement of Equity Shares to certain investors for an amount aggregating up to ₹6,000 million, prior to filing of the Red Herring Prospectus (as defined below) with the RoC (“**Pre-IPO Placement**”). If the Pre-IPO Placement is undertaken, the size of the Fresh Issue will be reduced to the extent of the Pre-IPO Placement subject to the Offer complying with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957.
2. The board of directors of the Company (the “**Board of Directors**”), pursuant to a resolution dated September 16, 2024 read with resolution dated September 18, 2024 have authorized and approved the Offer. Our Board of Directors has taken on record the consent of the Promoter Selling Shareholder to participate in the Offer for Sale pursuant to a resolution passed at its meeting held on September 18, 2024. Further, the Promoter Selling Shareholder has authorised and consented to participate in the Offer for Sale

for the Offered Shares, by way of its consent letter. The details of the consent given by the Selling Shareholder for the Offer are provided in **Schedule I**. The Board of Directors, pursuant to a resolution dated September 16, 2024 had constituted and delegated its powers in relation to Offer to an IPO committee (“**IPO Committee**”).

3. The Company and the Promoter Selling Shareholder have appointed the BRLMs to manage the Offer on such terms and conditions as agreed with them.
4. The Company and the Promoter Selling Shareholder have appointed JM Financial Limited, BofA Securities India Private Limited, Morgan Stanley India Company Private Limited, J.P. Morgan India Private Limited, Kotak Mahindra Capital Company Limited, Axis Capital Limited, Citigroup Global Markets India Private Limited, IIFL Securities Limited, ICICI Securities Limited, Motilal Oswal Investment Advisors Limited, and SBI Capital Markets Limited as the book running lead managers (the “**Book Running Lead Managers**” or “**BRLMs**”) to manage the Offer and the BRLMs have accepted their engagement in terms of the engagement/fee letter.
5. The Company and the Promoter Selling Shareholder 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 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**”).
6. The Registrar is an entity registered with the SEBI under the SEBI RTA Regulations and its registration is currently valid and subsisting with the registration no. INR000004058 and valid from July 15, 2014, to act as a registrar to the Offer and includes all responsibilities required to be discharged by the Registrar to the Offer, in the manner as required under the various rules and regulations as applicable, passed by the SEBI, including the SEBI RTA Regulations and the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (including to the extent it pertains to the UPI Mechanism) (the “**SEBI RTA Master Circular**”), and the Registrar has accepted the assignment as per the terms and conditions detailed in this Agreement. The IPO Committee by its resolution dated September 16, 2024 has approved the appointment of KFin Technologies Limited as the Registrar to the Offer, as per the terms and conditions detailed in this Agreement.
7. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid agreement with the Company and the Promoter Selling Shareholder for the Assignment *inter alia* to define the allocation of duties and responsibilities between the Parties and in pursuance of the same, the Parties have entered into the Agreement.
8. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors Bidding in the Offer except the Anchor Investors who are required to Bid only through the non-ASBA process in the Offer. Individual investors applying in the Offer are required to apply through the unified payment interface (“**UPI**”) process and are required to apply through unified payment interface mechanism (the “**UPI Mechanism**”) in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, 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 and 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 (to the extent these circulars are not rescinded by the SEBI RTA Master Circular), SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, read with the SEBI RTA Master Circular along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no.20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the “**UPI Circulars**”),

and any other Applicable Law. Further, the final reduced timeline of T+3 days for the UPI Mechanism for applications by UPI Investors (“**UPI Phase III**”) and modalities of the implementation of UPI Phase III have been notified by SEBI vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (“**UPI Phase III Circular**”) and made effective subsequently on a mandatory basis for all issues opening on or after December 1, 2023. 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.

9. Further, the Company and the Promoter Selling Shareholder shall, to the extent permissible under the terms of this Agreement and Applicable Law, instruct the Registrar to follow, co-operate and comply with the instructions given by the 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 type face are only for convenience and shall be ignored for the purposes of interpretation;
- d) references to the words “include” or “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 other instrument as the same may from time to time be amended, varied, supplemented, novated or replaced thereof;
- f) a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
- g) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, consolidated, modified, extended, replaced or re-enacted;
- h) reference to the Offer Documents shall mean the Offer Documents (as defined below) as of their respective dates;
- i) in this Agreement, the term “**ASBA**” shall mean the application (whether physical or electronic) used by ASBA Bidders to make a Bid and authorising a Self-Certified Syndicate Banks (“**SCSBs**”) to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders.
- j) 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;
- k) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- l) references to “Working Day(s)” shall mean all days on which commercial banks in Mumbai, Maharashtra, India are open for business, provided however, for the purpose of announcement of

the Price Band and the Bid/Offer Period, “Working Day” shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, Maharashtra, India are open for business and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India, as per the circulars issued by SEBI from time to time; and have the meaning as ascribed to such term in the Offer Documents;

- m) the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement; and
 - n) all capitalized terms used in this Agreement shall, unless specifically defined herein, have the same meaning ascribed to such terms under the draft red herring prospectus (the “**DRHP**”) to be filed by the Company with the SEBI, the National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**”, and together with the NSE, the “**Stock Exchanges**”) and the red herring prospectus (the “**Red Herring Prospectus**”) and the prospectus (the “**Prospectus**”) and together with the DRHP and Red Herring Prospectus, the “**Offer Documents**”) including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SEBI, the Registrar of Companies, Delhi and Haryana, at New Delhi (“**RoC**”) and Stock Exchanges, as applicable, and the Offer Agreement, to be executed by and amongst the Company, the Promoter Selling Shareholder and the BRLMs, as the case may be in relation to the Offer (“**Offer Agreement**”).
 - o) in this Agreement, the term “**UPI Mechanism**” shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Offer in accordance with the UPI Circulars.
 - p) in this Agreement, the term “**UPI Bidder**” shall mean collectively, individual investors applying as Retail Individual Investors (“**RIIs**”) in the Retail Portion, individuals applying as Non-Institutional Investors with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Category. Pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).
 - q) in this Agreement, the term “**Non-Institutional Category**” shall mean the portion of the Offer being not less than 15% of the Offer, available for allocation to Non-Institutional Investors, of which one-third shall be available for allocation to Bidders with an application size of more than ₹ 200,000 and up to ₹ 1,000,000 and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 1,000,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Investors subject to valid Bids being received at or above the Offer Price; and
 - r) in this Agreement, the term “**Retail Portion**” shall mean the portion of the Offer being not less than 35% of the Offer, available for allocation to RIIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price;
2. The Company and the Promoter Selling Shareholder hereby appoint **KFin Technologies Limited** as the ‘Registrar to the Offer’ and the Registrar accepts such appointment by accepting the terms as set out in this Agreement of the appointment and signing this Agreement through its authorized signatory. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights, obligations, representations and warranties of the Company and the Promoter Selling Shareholder hereunder shall be several and not joint and the Promoter Selling Shareholder shall not be liable, directly or indirectly, for the obligations, representations, warranties or for any acts or omissions of the Company or the Registrar, 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 the Promoter Selling Shareholder under this Agreement shall only be limited solely to itself and to the extent of its portion of the Offered Shares.

3. The Registrar hereby undertakes to perform and fulfill 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 but not limited to the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act) in respect of the Offer (“**Applicable Law**”). The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with the Applicable Law and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar represents, warrants, declares and undertakes to the other Parties that:
- a) It has obtained a certificate of permanent registration dated April 1, 2022 bearing registration number INR000000221 from the SEBI and the certificate is valid permanently from April 1, 2022, unless suspended or cancelled by the SEBI (the “**Certificate**”).
 - b) It shall ensure that the Certificate shall remain valid and in force at all times until the completion of the Offer including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar shall keep the Company, the Promoter Selling Shareholder and the BRLMs informed on an immediate basis if due to any reasons, its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory, judicial authority, statutory, administrative, governmental and quasi-judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule IV** hereto.
 - c) It shall keep and maintain the books of accounts, records and documents as specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of the 8 (eight) preceding financial years for a period of minimum 8 (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. Any and all records/ documents referred to and forming part of annexure 6, under paragraph 12 of the SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company or such other period as may be prescribed under Applicable Law.
 - d) It is not an associate and shall not be deemed to be an associate of the Company or the Promoter Selling Shareholder or any of the BRLMs for the purposes of the SEBI RTA Regulations.
 - e) It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf by SEBI now or in the past. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory, regulatory, quasi-judicial, governmental, administrative, judicial or supervisory authority or court/tribunal and that it is not prohibited/debarred/suspended from carrying on its activities as a Registrar to the Offer by SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority, including the activities in relation to this Assignment. No orders have been passed restricting the Registrar from carrying out this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Promoter Selling Shareholder and the BRLMs of such orders in writing and cooperate at no additional cost to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the 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 Promoter Selling Shareholder. In the event, the Company, its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, “**the Company’s Indemnified Parties**”), the BRLMs’ and their respective Affiliates and each of their respective affiliates, partners, directors, promoters, management, representatives, officers, employees, associates, agents, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with

the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, controlling the BRLMs (collectively the “**BRLMs’ Indemnified Parties**”), the Promoter Selling Shareholder and its Affiliates and its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns (“**Promoter Selling Shareholder’s Indemnified Parties**”) incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar and/ or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf, shall indemnify the Company, the BRLMs’ Indemnified Parties and the Promoter Selling Shareholder’s Indemnified Parties, as applicable, in accordance with the terms of this Agreement in case of the Company and the Promoter Selling Shareholder’s Indemnified Parties and in accordance with the Letter of Indemnity, in case of BRLMs’ Indemnified Parties.

- 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 the 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, SEBI RTA Mater Circular and any other Applicable Law and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Promoter Selling Shareholder, BRLMs and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form (and unless otherwise stated or implied, including an Anchor Investor) (“**Bidders**”). It will not take up any activities which are likely to be in conflict with its own interests, interests of the Company, the Promoter Selling Shareholder, the BRLMs and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI from time to time or any other Applicable Law.
- g) It shall make adequate disclosures in writing to the Company, the Promoter Selling Shareholder and the BRLMs of any existing and/ or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. It shall cooperate and comply with any instructions the Company, the Promoter Selling Shareholder and the BRLMs may provide in respect of the Offer, provided that the Company, the Promoter Selling Shareholder and BRLMs do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, the Promoter Selling Shareholder and the BRLMs, in writing 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, the Promoter Selling Shareholder and 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, in accordance with the terms of this Agreement and the Letter of Indemnity, as applicable. It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any force majeure events on the Offer related activities, to ensure that the timelines and other requirements prescribed under the applicable laws and as agreed by the Company and BRLMs are met.
- h) It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the Applicable Law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time, each as amended from time to time.
- i) It shall cooperate and comply with any instructions of the Company, the Promoter Selling Shareholder or the BRLMs may provide in respect of the Offer, in accordance with the terms of this Agreement and the Applicable Law. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by the Promoter Selling Shareholder in relation to its proportion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of the Promoter Selling Shareholder.
- j) It is a ‘fit and proper person’ as per the criteria specified in Schedule II of the SEBI (Intermediaries) Regulations, 2008, as amended.

- k) It has connectivity with the depositories, namely the National Securities Depository Limited (“NSDL”) and the Central Depositories Services (India) Limited (“CDSL” together with NSDL the “Depositories”).
- l) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back up data maintenance and disaster recovery system and the net worth (including, as stipulated in the RTA Regulations and SEBI RTA Master Circular) to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondences.
- m) 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, the Promoter Selling Shareholder and the BRLMs, in writing, of any delay or anticipated delay or errors committed in the performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto, and shall indemnify the Company, the Promoter Selling Shareholder and/or their respective directors, officers, employees, representative, permitted assigns and successors and their respective agents and advisors, and/or each of and the BRLMs’ Indemnified Parties, for any losses caused due to such error or delays in completion of any of the formalities, if, in the opinion of the Company, the Promoter Selling Shareholder 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.
- n) 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 Promoter Selling Shareholder, the Company 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, about the progress with regard to any legal or action initiated against it and/or any of its group entities by any such authority from time to time.
- o) It is duly incorporated and validly exists under Applicable Law. 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 or any agreement, deed or undertaking entered into by the Registrar.
- p) It shall ensure that the demographic details provided by the Bidders in the Bid cum Application Forms shall not be used by it for any purpose other than in relation to the Offer.
- q) In the event, the Registrar is unable to continue to act as the Registrar to the Offer, at any point of time, due to any order, direction or injunction of any statutory, regulatory, quasi-judicial, governmental, administrative or judicial authority or otherwise, it shall immediately inform the Company, Promoter Selling Shareholder and the BRLMs, in writing, and take steps, in consultation with and as per the direction of the Company and the Promoter Selling Shareholder and the BRLMs, for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares, at no cost to the Company and the Promoter Selling Shareholder for such transition, to another registrar as may be appointed by the Company and the Promoter Selling Shareholder in consultation with the BRLMs. However, the Registrar shall continue to be liable for any acts done prior to such transition.
- r) It shall keep the Company, the Promoter Selling Shareholder, 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 or statutory, judicial, quasi-judicial, governmental and/or administrative authority from time to time.
- s) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI

Act and other rules and regulations, notifications, guidelines, instructions etc. issued by SEBI or the Central Government and for redressal of investor grievances in accordance with Regulation 15A of the RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the RTA Regulations.

- t) It has formulated and implemented a comprehensive policy framework, approved by its board of directors, and it is in compliance with the requirements of paragraph 11 and 23 of the SEBI RTA Master Circular and has implemented all policies and systems required in such circulars and in the event of failure of internet and / or software issues of the Depositories, it undertakes to conduct all the exercise manually.
 - u) The Registrar shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and the Promoter Selling Shareholder with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory, statutory, judicial, quasi-judicial, governmental or administrative authority, and shall duly inform the Company, the Promoter Selling Shareholder, and the BRLMs immediately of such change in status or constitution.
 - v) 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 and obligations under this Agreement.
 - w) The Registrar shall hand-over to the Company and the Promoter Selling Shareholder, 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.
 - x) There are no other circumstances which may affect the Registrar's ability to perform its duties and obligations under this Agreement to the satisfaction of the Company and the Promoter Selling Shareholder.
5. The Company, in relation to the Offer hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines to enable it to undertake the Offer. The Company and the Promoter Selling Shareholder, severally and not jointly, also agree that they will co-ordinate with the Registrar and that they will not give any instructions which is in violation of any legislation, applicable rules, regulations and/or guidelines issued by SEBI and any other relevant statutory/regulatory authority. In case the Company and the Promoter Selling Shareholder give any instructions, pertaining respectively to them, which are not in conformity with the Applicable Law, the Registrar shall immediately notify the Company, the Promoter Selling Shareholder and the BRLMs in writing about such instructions pursuant to which Company or the Promoter Selling Shareholder, as applicable, will be free to withdraw/modify such instructions, if required. It is clarified that all the obligations of the Company and the Promoter Selling Shareholder under this Agreement shall be several and not joint and no Party shall be liable for any default by another Party.
6. This Agreement is entered into between the Company, the Promoter Selling Shareholder and the Registrar for engaging the Registrar as the Registrar to the Offer and does not in any way bind the Company or the Promoter Selling Shareholder to appoint KFin Technologies Limited as the registrar and share transfer agent ("RTA") of the Company. The Company and the Promoter Selling Shareholder have absolute right to appoint any other agency as the RTA of the Company. In the event of appointment of any other agency as the RTA of the Company other than the Registrar or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the RTA appointed by the Company and the Promoter Selling Shareholder, in consultation with the BRLMs, without any additional charges.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in in this Agreement and **Schedule II** hereunder, which functions, duties and obligations are indicative and not exhaustive and are generally in conformity with the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular 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 upon between the Parties, in writing. The Registrar agrees to undertake all the obligations and responsibilities as Registrar to the Offer specified herein as well as in the Underwriting Agreement (as defined below), the Escrow and Sponsor Bank Agreement (as defined below), the Share Escrow Agreement (as defined below), the Syndicate Agreement (as defined below), and the Offer Documents to be issued by the Company in relation to the Offer in so far as it is not contrary to the SEBI ICDR Regulations and other Applicable Law. The Registrar hereby consents to the inclusion of its name, logo and other details (including address, contact and SEBI registration details) as the Registrar to the Offer in the Offer Documents and in such other documents as are required for the Offer and agrees to provide a consent letter in the form and manner satisfactory to the Company, the Promoter Selling Shareholder and the BRLMs.

8. Without prejudice to the above, the Registrar's Assignment shall include without limitation, the following activities:
 - a) To enter into a share escrow agreement ("**Share Escrow Agreement**") with the Company and the Promoter Selling Shareholder prior to the filing of the Red Herring Prospectus in terms of which a share escrow account will be opened ("**Share Escrow Account**") with the Registrar wherein the Selling Shareholder shall transfer its respective portion of the Offered Shares, in terms of the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement and also ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
 - b) To enter into a cash escrow and sponsor bank agreement ("**Cash Escrow and Sponsor Bank Agreement**") with the Company, the Promoter Selling Shareholder, the BRLMs, the Syndicate Members, Escrow Bank(s), Refund Bank(s), Public Offer Account Bank(s) and Sponsor Bank(s) (collectively, the "**Banker(s) to the Offer**") in terms of which escrow account(s) will be opened ("**Escrow Account(s)**") wherein the Registrar shall issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
 - c) To enter into the syndicate agreement with the Company, the Promoter Selling Shareholder and members of the Syndicate ("**Syndicate Agreement**"), and an underwriting agreement with the Company, the Promoter Selling Shareholder, the BRLMs and the Syndicate Members ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement;
 - d) To enter into any other agreement with the Company, the Promoter Selling Shareholder, 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) To liaise with Depositories on behalf of the Company and the Promoter Selling Shareholder for obtaining the International Securities Identification Number ("**ISIN**") of the Equity Shares and to be a party to the tripartite agreements to be entered into with the Company and the Depositories, if required;
 - f) To provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, registrars and share transfer agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Offer (collectively, the "**Designated Intermediaries**"), as applicable, including the format and timeline of receipt of information;
 - g) To finalize with the Company, the Promoter Selling Shareholder and the BRLMs on the amount of processing fees payable to SCSBs and the Sponsor Banks, brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers, inform the Designated Intermediaries of 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;

- h) If required, to liaise with the Company for dematerialization of its Equity Shares in physical mode held by its existing shareholders, including the Promoter Selling Shareholder, and of any other persons as may be required under Applicable Law (prior to the filing of the DRHP);
- i) Provide inputs for finalizing the Bankers to the Offer (including Sponsor Bank(s)) and assist in identification of the collecting branches at the collection centres finalized, as applicable;
- j) Provide detailed instructions to the SCSBs, including on the format and timeline of receipt of information and providing/ specifying the form to the SCSBs, the Syndicate and the Designated Intermediaries in which information in relation to ASBA Bids or the UPI Mechanism is required;
- k) To liaise with the Designated Intermediaries and the Sponsor Banks to carry out the required steps for the purposes of the Offer;
- l) Provide/specify the format to the Designated Intermediaries in which information in relation to ASBA or the UPI Mechanism is required to be provided to the Registrar;
- m) Accepting and collecting completed ASBA Forms, as applicable;
- n) Ensure that with respect to UPI Bidders, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs, as applicable;
- o) Hand-over to the Company and the Promoter Selling Shareholder, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 7 (seven) days from the date of termination of this Agreement or within one month from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLMs within 7 (seven) days of closure of the Offer;
- p) To review 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;
- q) To receive and provide inputs to the Company and the Promoter Selling Shareholder, for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("CAN") for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries;
- r) Intimate the Designated Intermediaries and the Sponsor Bank before opening of the Offer, on the amount of processing fees payable to the SCSBs in respect of ASBA Forms and to the Sponsor Banks for Bids made by UPI Bidders using the UPI Mechanism, and also intimate the selling commission and brokerage payable to each Designated Intermediary for ASBA. The processing fees for applications made by Individual Bidders using the UPI Mechanism may be released to the remitter banks (SCSBs) only after such banks provide a written confirmation in compliance with the SEBI RTA Master Circular;
- s) Ensure that Bids made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:
Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as Issuer Banks for UPI;
- t) Intimate the Designated Intermediaries and the Sponsor Banks before opening of the Offer, 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;
- u) Follow-up with the Sponsor Banks (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for certificate on no complaints pending against the SCSBs and Syndicate Members associated to the Offer, certificate confirming that all the SCSBs involved in the ASBA process have

unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Banks, Banker to the Offer and the SCSBs and advise the members of the Syndicate through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

- v) Subject to Applicable Law, submit 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. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, pursuant to paragraphs 41 and 46 of the SEBI RTA Master Circular, in a format as prescribed by SEBI from time to time;
- w) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on letterhead/ stamped and confirm that such certificates have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- x) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty on the Equity Shares being issued through the Offer;
- y) Assisting Company and the BRLMs to ensure compliance of all post issue activities within time as prescribed under Applicable Laws.
- z) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;
- aa) To inform the Designated Intermediaries and the BRLM in writing of any errors in the Bid details, as applicable, along with advice to send the rectified data within a specified date.
- bb) Collect, within the timelines prescribed under and in accordance with Applicable Law and in accordance with agreements entered in this regard, and in manner as specified by the Company, the Promoter Selling Shareholder and the BRLMs and in accordance with Applicable Law:
 - i. The Bid File received from the Stock Exchanges containing details including the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;
 - ii. 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;
 - iii. electronic bid file/data (including ASBA data) from the Stock Exchanges containing the applicable number and Bid Amount and sharing the same with the SCSBs for validation and reconciliation on a daily basis;
 - iv. coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders, from the Sponsor Banks after the Bid/Offer Closing Date;
 - v. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids made through the ASBA mechanism from each Designated Intermediary and the Sponsor Banks;
 - vi. soft and hard copies, as applicable, of ASBA Forms, bank schedules, reconciled data and final certificates from all centers of the Designated Intermediaries and the Sponsor Banks, and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLMs and the date/ information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer. The Registrar shall ensure to collect the aforesaid information and documents within the

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

- vii. PAN, DP ID, UPI ID and Client ID and other demographic details of valid beneficiary accounts from the Depositories; and in each case, in accordance with the instructions of the Company, the Promoter Selling Shareholder and the BRLMs and in case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Promoter Selling Shareholder 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;
- cc) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;
- dd) To process 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 \ 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;
- ee) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, the Promoter Selling Shareholder and the BRLMs;
- ff) Where the Registrar requires to liaise with third parties for the Assignment, including Designated Intermediaries and the Sponsor Banks, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines as prescribed under Applicable Law;
- gg) To keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, 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 from the BRLMs and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Banks;
- hh) On Bid/Offer Closing Date, collect the Bid file from the Stock Exchanges and the BRLMs and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, Sponsor Banks and the BRLMs of the erroneous bids which will be considered as invalid;
- ii) To enter accurate data based on physical Bid cum Application Forms and verify scanned copies of the Bid cum Application Forms received from the Anchor Investors for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- jj) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for foreign portfolio investors (as defined under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended (“**FPI Regulations**”)) (“**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 and check compliance with paragraph 40 of the SEBI RTA Master Circular for a single foreign portfolio investor and to ensure there is no breach of investment limits set out under the FPI Regulations, within the timelines for issue procedure, as prescribed by SEBI from time to time;
- kk) To reconcile the final certificates received from the SCSBs and the Sponsor Banks with the electronic bid details in terms of paragraphs 12, 41, 45 and 46 of SEBI RTA Master Circular, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/1/2019/50 dated April 3, 2019 to the extent applicable, (collectively, the “**Relevant SEBI Circulars**”) read with the UPI Circulars, along with any amendments, changes or

circulars issued by SEBI from time to time in this regard, along with the SEBI ICDR Regulations, on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the Relevant SEBI Circulars. It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs no later than 9:30 p.m. IST., including the syndicate SCSBs, Bankers to the Offer and the Sponsor Banks, participating in the Offer, within the timelines prescribed by SEBI from time to time;

- ll) To ensure compliance with the UPI Circulars as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Banks and undertaking all necessary activities in this regard;
- mm) Prepare a list of Bidders entitled to Allotment of the Equity Shares and prepare the CAN and the Allotment Advice, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule and refunds to be made based on approved Allotment;
- nn) To send the CAN to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Offer;
- oo) To identify inactive demat accounts, if any, well in advance and take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- pp) Upon approval of the Basis of Allotment, share the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields, as may be required, with the Sponsor Banks and the SCSBs, who shall use such information for credit of funds and unblocking of funds, as applicable;
- qq) Receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs;
- rr) Obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) from the Depositories, check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, to check whether the Bidder falls under the Sikkim category or any other exempt category;
- ss) To ensure that the PAN details of the Bidders are linked with Aadhar and are in compliance with the CBDT Notification dated February 13, 2020 and press release dated June 25, 2021;
- tt) Reconcile the compiled data received from the Stock Exchanges, all SCSBs, the Sponsor Banks and Escrow Banks and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN;
- uu) To prepare the complete list of valid applications (after all rejections, including rejections on technical grounds), and present the same category-wise to the Company, the Promoter Selling Shareholder and the BRLMs;
- vv) Delivery of communication to the Company, the Promoter Selling Shareholder and the BRLMs at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO system of the Stock Exchanges and the bank schedules and the final certificate received from the SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the Promoter Selling Shareholder, the BRLMs, the SCSBs and the Sponsor Banks in a timely manner;
- ww) Reject the Bids in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date;
- xx) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- yy) To reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number);

- zz) To follow and complete all processes as specified in the Offer Documents and the General Information Document issued by SEBI;
- aaa) 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 1 (one) Working Day from the Bid/Offer Closing Date. To also provide exceptions, if any, to enable the Company, the Promoter Selling Shareholder and the BRLMs to take decision on the Bids in a timely manner;
- bbb) To keep 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, the Promoter Selling Shareholder, and the BRLMs as required by the Company, the Promoter Selling Shareholder, and the BRLMs.
- ccc) To validate 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 and ensure compliance with all applicable regulations and guidelines including the Relevant SEBI Circulars. It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs, including the syndicate SCSBs, Bankers to the Offer and the Sponsor Bank, participating in the Offer, within the timelines prescribed by SEBI from time to time;
- ddd) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer SCSBs and the Sponsor Banks;
- eee) To immediately inform the Company, the Promoter Selling Shareholder and the BRLMs in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Offer Closing Date. To ensure that the SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB; provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds;
- fff) Communicating all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt to the post issue BRLM and ensuring effective redressal of such grievances;
- ggg) To prepare the complete list of valid Bids (after all rejections including rejections on technical ground), and present the same category-wise to the Company, the Promoter Selling Shareholder and the BRLMs;
- hhh) Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Red Herring Prospectus and as per the directions of SEBI, the Stock Exchanges and other relevant government bodies and reject such applications in consultation with the Company, the Promoter Selling Shareholder and the BRLMs. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs and the Sponsor Banks without reference to the physical Bid cum Application Forms or its enclosures;
- iii) To specifically record cases of multiple Bids and to keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;
- jjj) To provide correct data in time, within the timelines prescribed by SEBI from time to time, to enable finalization of the basis of allocation and/or the Basis of Allotment along with the Company and the

BRLMs after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations, in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares;

Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor Banks (through stock exchange) and SCSBs, as applicable containing the application number, number of Equity shares, bid amount and any other additional fields, as applicable, and use such information, for credit of funds in the Public Offer Account and unblocking of excess funds in the accounts of the UPI Bidders and RIIs using the UPI Mechanism. The Sponsor Banks, based on the mandate approved by the UPI Bidders and RIIs using the UPI Mechanism at the time of blocking of funds, will raise the debit / collect request from the account of the UPI Bidders and RIIs using the UPI Mechanism, whereupon the funds will be transferred from the account of UPI Bidders and RIIs using the UPI Mechanism to public offer account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidders and RIIs using the UPI Mechanism or his / her bank.

- kkk) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Banks, Designated Intermediaries and the BRLMs, including:
- bids from the online bidding system of the Stock Exchanges and Bids furnished by the Designated Intermediaries;
 - particulars regarding the monies blocked in the ASBA Accounts or through the UPI Mechanism of the respective ASBA Bidders;
 - particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - particulars relating to the requisite money to be transferred to the Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - particulars relating to rejected/withdrawn/unsuccessful Bids.
- lll) To prepare funds transfer schedule based on approved Basis of Allotment;
- mmm) To collect from the SCSBs the certificates of compliance for completion of unblocking of funds, to maintain a record of such certificates, and to forward such certificates to the BRLMs, in each case within the timelines prescribed by SEBI;
- nnn) To complete validation of beneficiary account details including to confirm the status of QIBs;
- ooo) To maintain details of requests for withdrawal of Bids received and withdrawals made in the Offer, and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries;
- ppp) Assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLMs and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Offer Documents;
- qqq) The Company and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Offer capital within 3 (three) Working Days from the Bid/ Offer Closing Date and give instructions to the Depositories to carry out the lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within 3 (three) Working Days from the Bid/ Offer Closing Date or such other timeline that may be prescribed by SEBI from time to time;
- rrr) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company and the Promoter Selling Shareholder, to the extent applicable, and the BRLMs, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and the Promoter Selling Shareholder 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 exempted from lock-in 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 exempted from lock-in 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 the BRLMs' Indemnified Parties, the Company and the Promoter Selling Shareholder the cost incurred on account of payment of such interest or damages;

- sss) Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and/or from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, the Promoter Selling Shareholder and the BRLMs;
- ttt) Prepare fund transfer schedule along with reconciliation of total funds received from the Escrow Bank and the total amounts blocked in the ASBA accounts, amount proposed to be transferred to Public Offer Account within the timelines prescribed under paragraphs 12, 41 and 45 of the SEBI Master Circular and the SEBI circular no. SEBI/HO/CFD/ DIL 2/ CIR/P/ 2018/22 dated February 15, 2018, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Banks for ASBA Bids and Escrow Banks with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Account or transfer the requisite money to the Public Offer Account (including for eventual credit to the Company and the Promoter Selling Shareholder) within the timelines specified under the SEBI RTA Master Circular and the UPI Circulars and any other Applicable Law notified from time to time:
 - i. A list of successful Bidders who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Bid;
 - ii. Amount to be transferred from the Escrow Account/ relevant blocked account to the ASBA Account/UPI linked bank account or 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 shall 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 withdrawn/unsuccessful Bids, if any, to enable unblocking of the relevant accounts or for refunds to be initiated by Bankers to the Offer or the SCSBs or the Sponsor Banks; and
 - v. To provide bank-wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Refund Banks;
- uuu) In accordance with instructions received from the Company and the Promoter Selling Shareholder, to give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders, and to ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules, circulars and regulations issued by SEBI;
- vvv) Receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all

- formalities are completed;
- www) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable;
 - xxx) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges;
 - yyy) To revalidate refund orders, where permitted and as applicable;
 - zzz) To give 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 receive confirmation from the Depositories;
 - aaaa) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
 - bbbb) Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects, under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;
 - cccc) To coordinate 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 Law;
 - dddd) Dispatch of Allotment Advice/ CAN/ refund orders, if any/ issue of instructions for un-blocking and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance and in consultation with the Company, the Promoter Selling Shareholder and the BRLMs and assist the Company, the Promoter Selling Shareholder and the BRLMs assist the relevant Parties 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 and maintaining proper records of such refunds;
 - eeee) Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post-Offer monitoring reports etc. within the timelines mentioned in the Offer Documents, in consultation with the Company and BRLMs;
 - ffff) Submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approval including preparing the schedules in relation to the listing application;
 - gggg) Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, are taken within 3 (three) Working Days from the date of closure of the Offer or within the timeline as prescribed by SEBI;
 - hhhh) Finalize various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents / certificates, in consultation with the post-Offer BRLMs (as per the inter-se allocation amongst the BRLMs) and the Company and the Promoter Selling Shareholder to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Sponsor Banks;
 - iiii) Provide data to assist the Company and the BRLMs for publishing Allotment advertisement before commencement of trading along with the Company and the BRLMs within the specified time in all the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier;
 - jjjj) Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchanges and other regulatory agencies or any investor grievance related to the Registrar's scope of

- service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Promoter Selling Shareholder and the BRLMs as provided for in the Offer Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least 8 (eight) years and are informed and made available to the Company at regular intervals;
- kkkk) Ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least 8 (eight) years and are made available to the Company at regular intervals;
- llll) Assist the Company and the BRLMs in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with Designated Stock Exchange;
- mmmm) Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the BRLMs, the Company and the Promoter Selling Shareholder with detailed data so as to understand the share in commissions between the BRLMs and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges;
- nnnn) To provide weekly reports to the Company, the Promoter Selling Shareholder and the BRLMs on the (i) status of Equity Shares lying in Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; and (iii) status of redressal of investor complaints in a format required by the Company, the Promoter Selling Shareholder and the BRLMs;
- oooo) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant accounts / issue instructions for refund (for all amounts payable to Anchor Investors as the case may be), all within the timelines prescribed under the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI including paragraphs 41 and 45 of the SEBI RTA Master Circular and the Offer Documents;
- pppp) To make suitable arrangements to; i) send SMS to investors for blocking of funds at the time of Application and for unblocking of funds in cases of no/partial allotment; and ii) send e-mails to investors for unblocking of funds in cases of no/partial allotment;
- qqqq) To provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Offer Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment.
- rrrr) To procure the mobile numbers and email addresses for sending SMS and e-mail to the ASBA investors from the information provided by the Depositories and/ or by the Sponsor Bank(s). In case of joint bidders, it is clarified that the information of the first holder shall be used to send the SMS and e-mail;
- ssss) The Registrar shall send the SMS and emails to ASBA investors only after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the ASBA accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs along with the allotment file, not later than 6:30 PM IST on the next Working Day after the day on which Basis of Allotment has been finalized , for UPI applications in accordance with paragraphs 41 and 46 of the SEBI RTA Master Circular. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc;
- tttt) In accordance with the UPI Circulars and to the extent applicable, the Registrar has made necessary systemic and procedural arrangements to ensure that Bids by all ASBA Bidders, irrespective of the category of Bidder or mode of application, are processed only after the application monies are blocked

- in the Bidder's bank account;
- uuuu) To ensure timely deposit of the Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement and to ensure that the transfer of the Offered Shares by the Promoter Selling Shareholder to the successful Bidders is undertaken in a timely manner, in accordance with the Share Escrow Agreement;
- vvvv) To coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- www) To initiate corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Company;
- xxxx) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- yyyy) To capture data from the electronic Bid data files for the purpose of payment of brokerage and preparation of schedule of brokerage/ processing fees payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by BRLMs.
- zzzz) To provide detailed statements for payment of brokerage, including providing within a reasonable period after the Bid/Offer Closing Date, the commission and other processing fees payable to the Designated Intermediaries. The payment to the CDPs, registrar and share transfer agent and Registered Brokers shall be made in accordance with disclosure in the Offer Documents and with the SEBI RTA Master Circular and SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, subject to any Applicable Law (including any circulars, guidelines or regulations issued by SEBI). The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the Applicable Law;
- aaaaa) To forward exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/ Offer Closing Date or such earlier time as may be prescribed under Applicable Law, as applicable;
- bbbbb) To coordinate with the Bankers to the Offer (in case of Bids by Anchor Investors), Designated Intermediaries (in case of applications by ASBA Bidders) and Sponsor Bank(s) (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;
- ccccc) To coordinate with the Sponsor Banks/SCSBs and submit 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 by SEBI in paragraph 41, 45, 46 of the SEBI RTA Master Circular as read with the UPI Circular;
- dddd) To provide requisite Offer related data to the Company and the Promoter Selling Shareholder for filings with the Reserve Bank of India or the SEBI, as may be required;
- eeee) To prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company or the BRLMs);
- ffff) Prepare the following registers and other data:
- i. Top 50/100/ 200 shareholders (for the Stock Exchanges);

- ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and
 - viii. Any other data as may be requested.
- ggggg) In relation to Bids made in the QIB portion, carry on the following activities:
- i. providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date;
 - ii. matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies in consultation with the Registered Brokers/ Syndicate Members and the BRLMs; and
 - iii. In the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory, quasi-judicial, statutory, administrative, governmental, judicial authority and the audited financials provided by such investor.
- hhhhh) Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLMs;
- iiiiii) To ensure compliance with all applicable regulations and notifications, including SEBI RTA Master Circular, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and the UPI Circulars; BSE Notice No. 20220624-18 dated June 24, 2022, BSE Notice No. 20220713-40 dated July 13, 2022, NSE Circular No. 19/2022 dated June 24, 2022, NSE Circular No.21/ 2022 dated July 13, 2022, NSE Circular No. 23/2022 dated July 22, 2022, and any subsequent circulars or notices issued by the Stock Exchanges and SEBI ICDR Regulations;
- jjjjj) To ensure compliance with the UPI Circulars, and any other Applicable Law in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard;
- kkkkk) Provide assistance to the Company, the Promoter Selling Shareholder 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;
- lllll) To provide information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.;
- mmmmm) To (i) prepare a list of SCSBs who do not provide a confirmation as per the SEBI RTA Master

Circular, (ii) prepare and assist the BRLMs in computing compensations payable in accordance with such circular; and (iii) follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed, pursuant to paragraphs 41 and 46 of SEBI RTA Master Circular, within the prescribed timeline as prescribed by SEBI, from time to time;

nnnnn) To collect and maintain records of the requisite certificate from the SCSBs in accordance with pursuant to paragraphs 41 and 46 of SEBI RTA Master Circular. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought and shall also follow up and collate the confirmations from SCSBs in the format prescribed in SEBI circular dated March 16, 2021;

ooooo) To prepare and assist BRLMs in computing the compensation payable in accordance with paragraphs 41 and 46 of SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI;

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

qqqqq) To assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.

rrrrr) Any or all other activities though not specifically covered in this Agreement yet required for purpose of the Offer, including complying with Applicable Law and any other regulatory requirements.

9. 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 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) Data/information received from the SCSBs and the Sponsor Banks including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
- c) All the electronic records obtained, received, collected and/or held by it in relation to the Offer, including the records relating to reconciled date, bank schedules and Bids received from all Designated Intermediaries, including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries;
- d) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms;
- e) Demographic data of the Bidders obtained from the Depositories;
- f) Basis of allocation and Allotment of Equity Shares to the successful Bidders, as finalised by the Company in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details;
- g) Records of investor communication, including withdrawal requests and communication for verifying PAN, DP ID, UPI ID, Client ID details;
- h) List of names of successful Bidders and unsuccessful Bidders of the Equity Shares, including successful ASBA Bidders and unsuccessful ASBA Bidders;
- i) Particulars relating to rejected/ withdrawn/ unsuccessful bids.

- j) Particulars relating to the allocation/allotment of the Equity Shares against valid Bids;
- k) Particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids and refunds to be made/unblocked to Bidders;
- l) Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries
- m) Particulars relating to all the rejected/withdrawn/unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database;
- n) Particulars relating to the requisite money to be transferred to the accounts of the Promoter Selling Shareholder against valid Bids;
- o) Particulars relating to refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- p) Particulars relating to Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- q) Details of multiple electronic Bids submitted (determined on the basis of common PAN) and rejected by the Registrar;
- r) All Bid cum Application Forms which are rejected and reasons thereof or withdrawn or unsuccessful along with the details of rejected/withdrawn/unsuccessful Bid cum Application Forms;
- s) Reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks or any of their correspondent banks and aggregate of amounts stated in Anchor Investor Form;
- t) Reconciliation of the compiled data received from the Stock Exchanges with the details of collections/blocked amount received from the SCSBs, BRLMs and the Bankers to the Offer (including Sponsor Banks) Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- u) Refund orders dispatched to the Anchor Investors in respect of application monies received from them, in accordance with the terms of the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act;
- v) Details of files in case of refunds to be sent by electronic mode such as NACH / NEFT/ RTGS/direct credit etc;
- w) Records of correspondence in respect of investor complaints, grievances or queries;
- x) Record of pre-printed Offer stationery like CAN, Allotment advice/ Allotment letters, refund warrants and duplicate refund warrants etc. 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) Records of returned mail showing details of contents of the letter details of refund order, date of dispatch, date of return and reasons for being returned, as applicable;
- aa) Details of demand drafts issued, if any, as applicable;

- bb) Particulars relating to the requisite money to be transferred to the accounts of the Promoter Selling Shareholder against valid Bids;
- cc) Terms and conditions of the Offer of the Equity Shares; and
- dd) Such other records as may be specified by SEBI, the Company, the Promoter Selling Shareholder, the SCSBs, the Sponsor Banks, Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Offer.

Subject to the provisions of any law, including Regulations 14 and 15 of the SEBI RTA Regulations, the Registrar shall preserve all aforesaid records and documents for a minimum period of 8 (eight) years from the date of listing and commencement of trading of the Equity Shares, subject to any commercial agreement with the Company for storage of such records beyond 6 (six) months. The Registrar shall provide the Company, the Promoter Selling Shareholder or its assigns and the BRLMs, any report that is required by them using the information specified above in a timely manner.

10. The Registrar shall not, and shall ensure that its officers, employees and agents shall not, either before or after the termination of its appointment hereunder, divulge to any third party any Confidential Information (*as defined herein below*) about the Company or the Promoter Selling Shareholder or the demographic details given by/ of the Bidders or the Offer, which comes to its knowledge pursuant to its appointment hereunder as the Registrar to the Offer. The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

“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 Promoter Selling Shareholder, 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 Promoter Selling Shareholder, 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. In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company, the Promoter Selling Shareholder and the BRLM in writing.

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

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 the Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange, and dispatch of refund orders to the Anchor Investors without delay, including providing the Bankers to the Offer with the details of the monies and any surplus amount to be refunded to the Anchor Investors.

11. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries, SCSBs and Bankers to the Offer, including in relation to any refunds or unblocking of funds to be made, as the case may be, and shall be liable for omissions and commissions

in discharging its responsibilities under this Agreement.

12. The Registrar shall ensure that:

- a) investors shall be sent first response within three Working Days after receipt of complaint, or any earlier time as may be prescribed under Applicable Law and redress complaints within 7 (seven) days of the complaint, provided however, notwithstanding anything contained in this Agreement, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
- b) the enquiries and/ or complaints from Bidders, including ASBA 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. The Registrar shall provide the allotment/revoke files to the Sponsor Banks on or before 9:30 A.M. IST on the T+2 day, i.e., a day after when Basis of Allotment is finalised in accordance with the SEBI Circular dated August 9, 2023 and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Banks not later than 5:00 P.M. IST on the next Working day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the Working Day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Law). The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn /deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Law). The Registrar shall ensure that unblocking is completed in accordance with the SEBI RTA Master Circular;
- d) in accordance with Applicable Law, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);
- e) a uniform procedure is followed for processing all Bid cum Application Forms;
- f) the Registrar has a proper system to track, address and redress investor complaints;
- g) adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of application monies without delay and as per Applicable Law;
- h) it shall provide status update at periodic intervals to the BRLMs, the Company and the Promoter Selling Shareholder, including on the nature and status of all investor grievances;
- i) for the electronic bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the members of the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank(s) and unblock/refund the funds at the earliest;
- j) It will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
- k) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
- l) it maintains an insider list in accordance with the directions of the Company.

13. The Registrar undertakes that it or its affiliates, directors, employees shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- a) creation of false market;
 - b) price rigging or manipulation;
 - c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the stock exchanges and other intermediaries in the securities market, or take any other action which is not in the interest of the investors, Company and the Promoter Selling Shareholder; and
 - d) undertake any activity that is prohibited under all applicable laws and regulations with respect to insider trading and market abuse.
14. The Registrar confirms that neither it nor its affiliates (wherever applicable) have conducted their businesses in violation of applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
15. The Registrar further represents, declares, warrants and undertakes to the other parties to this Agreement that:
- a) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the 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;
 - b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - c) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
 - d) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - e) it will immediately notify the Company, the BRLMs and the Promoter Selling Shareholder if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - f) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
 - g) neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and
 - h) neither the Registrar nor any of its employees, directors, management, representatives, officers, advisors, successors and agents or other persons acting on its behalf and permitted assigns have

indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.

- i) it has obtained and shall maintain adequate insurance for omissions and commissions, frauds by its employee(s) to protect the interests of investors as required paragraph 11 of SEBI RTA Master Circular.
16. Immediately on receiving instructions from the Company, and/or the Promoter Selling Shareholder and/or the BRLMs, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs and the Sponsor Bank to unblock monies and/or dispatch all the refund orders, as applicable within the period specified in the Offer Documents. If the Company and/or the Promoter Selling Shareholder in respect of their portion of the Offered Shares, as the case may be is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to initiate refund of the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA bidders within the period stated in the Offer Documents on duly receiving the instruction to do so from the Company, the Promoter Selling Shareholder and/or the BRLMs, the Registrar shall be liable to indemnify the Company and the Promoter Selling Shareholder for the cost incurred by the Company and/or the Promoter Selling Shareholder (if applicable) in paying the interest, compensation, damage, loss, as per the Applicable Law. If the Company and/or the Promoter Selling Shareholder and/or the BRLMs' Indemnified Parties are made liable to compensation/damages for, or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the 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 and keep indemnified and hold harmless the Company, the Promoter Selling Shareholder and/or the BRLMs' Indemnified Parties for such compensation/damage, loss etc. incurred by the Company and/or the Promoter Selling Shareholder and/or BRLMs' Indemnified Parties as the case may be, in terms of this Agreement and the Letter of Indemnity, as applicable.
17. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository (ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
18. The Company agrees that the Registrar will not hand over any Bid cum Application Form or other documents/records pertaining to the Offer to any other person (except to the BRLMs and relevant Stock Exchanges) subject to the Registrar having provided prior notice of such disclosure to the Company and the Promoter Selling Shareholder, until the completion of 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 the Promoter Selling Shareholder. The Company and the Promoter Selling Shareholder agree that they will have access to the data/documents pertaining to the Offer at the office of the Registrar only as provided herein. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Promoter Selling Shareholder, as the case may be.
19. The Registrar will handle the Assignment from its office at Selenium Tower B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032, 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.
20. The Offer stationery including CAN, certificates, letters of Allotment and Allotment/Allocation advices and refund orders/intimations, envelopes, etc. shall be kept ready and handed over to the Registrar by the Company within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable Law shall be responsible for any delay on this account. The Company will arrange to obtain

prior approval for the Offer stationery from the Stock Exchanges and Refund Bank.

21. The Registrar shall extend all necessary support to the Company, the Promoter Selling Shareholder, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including UPI Mechanism).
22. The Company, on behalf of itself and the Promoter Selling Shareholder, shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment Letters/ Allotment/Allocation Advice, etc. within such timeline as may be prescribed by SEBI from time to time. On closure of the bidding period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and the Promoter Selling Shareholder and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount and the Company agrees that it shall make such onward payment to the Promoter Selling Shareholder, as applicable. Any amount provided by the Company in relation to the above, on behalf of the Promoter Selling Shareholder, shall be reimbursed to the Company upon successful completion of the Offer.
23. The Registrar will extend all necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over subscription, allotment will be done in the presence of a stock exchange representative and the Registrar will extend all facilities to complete the allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matters.
24. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and the SEBI as applicable.
25. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the board of directors of the Company.
26. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching the concerned SCSB, Sponsor Banks, Designated Intermediaries or the Syndicate. The Registrar shall extend all necessary support to the Company, the Promoter Selling Shareholder, the BRLMs, the SCSBs, the Sponsor Banks, the concerned Designated Intermediaries and the Syndicate, as may be required for the smooth and speedy functioning of the ASBA process.
27. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the Syndicate, the SCSBs, the Sponsor Banks and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
28. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs, the Company, and the Promoter Selling Shareholder, to be submitted to SEBI within the stipulated time. The Registrar will provide all support to BRLMs to ensure timely compliance with SEBI circulars.
29. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company, the Promoter Selling Shareholder, and the BRLMs.
30. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and the Promoter Selling Shareholder and provide certificates as may be requested by the BRLMs, including at the stage of closure of the Offer, rejection of bids, etc.
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 Registrar shall liaise with the Promoter Selling Shareholder and the Company to ensure that the Equity Shares offered as part of Offer for Sale are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement.
33. The Registrar also undertakes to carry out its duties and obligations in accordance with the terms of the safety net agreement, if any, entered into with respect to the Offer.
34. 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** hereunder written, and after deducting all taxes, duties and levies as per Applicable Law. All expenses in relation to the IPO would be borne amongst the Company and the Promoter Selling Shareholder, as mutually agreed amongst them and in accordance with the Offer Agreement, and subject to, 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 on behalf of the Promoter Selling Shareholder, or directly by the Promoter Selling Shareholder, as the case may be, except for any out-of-pocket expenses. Any amount provided by the Company in relation to the above, on behalf of the Promoter Selling Shareholder, shall be reimbursed to the Company in accordance with the terms of the Offer Agreement and Applicable Law.
35. The Company and the Promoter Selling Shareholder may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event the Company and /or the Promoter Selling Shareholder do not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission etc.
36. 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 may terminate this Agreement with mutual consent before the opening of the Offer. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of this Agreement. The Company and the Promoter Selling Shareholder (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.
37. The Company and/or the Promoter Selling Shareholder shall be entitled to immediately terminate this Agreement upon notice in the event (i) the certificate of registration held by the Registrar is suspended/ cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and /or administrative authority or any court or tribunal debars or suspends or stops the Registrar from carrying on its activities; (ii) the Registrar is in any way prohibited or restrained, either by an order or direction of the SEBI, any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or any court or tribunal or in any other manner, from carrying on its activities as a RTA. For the avoidance of doubt, if the Company and the Promoter Selling Shareholder, in consultation with the BRLMs, in accordance with the Offer Agreement, decide not to proceed with the Offer at any time for any reason, this Agreement shall stand terminated immediately without the Registrar having any recourse to any compensation from the Company and/ or the Promoter Selling Shareholder and the Registrar would be paid only to the extent of services rendered by it until such termination.
38. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and/or the Promoter Selling Shareholder. In the event the Company, in consultation with the Promoter Selling Shareholder and the BRLMs, decides not to proceed with the Offer in accordance with the Offer Agreement, this Agreement shall stand terminated immediately, and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company and/or the Promoter Selling Shareholder may, jointly or severally, terminate this Agreement in respect of themselves with or without cause, by giving prior written notice (with a copy to the other Parties) 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/or the Promoter Selling Shareholder in writing. It is clarified that termination of this Agreement by the Promoter Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the Company.

39. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the BRLMs, the Company and/ or the Promoter Selling Shareholder or any newly appointed registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Assignment till the termination of this Agreement, except as otherwise mutually agreed. Further, after the termination of this Agreement, the Registrar shall continue to be responsible for any acts, deeds or things done by it for the Assignment, prior to such termination.
40. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint during the term of this Agreement provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint, 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. The Company shall extend necessary cooperation to the Registrar for complying with such provisions of the SEBI RTA Regulations, 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 and grievances on a weekly basis to the Company and the Promoter Selling Shareholder and the BRLMs in a mutually agreed format, provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports should also be provided to the Company and the Promoter Selling Shareholder as and when required by the Company and the Promoter Selling Shareholder.
41. The Registrar's responsibility under the 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, the SEBI RTA Master Circular and the SEBI ICDR Regulations, and the Registrar will not be in any way construed to be an agent of the Company or the Promoter Selling Shareholder or in any other business of the Company or the Promoter Selling Shareholder in any manner whatsoever.
42. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/ error in the services rendered or any deficiency in service or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar, at its own cost, shall take all measures to immediately rectify such defaults or errors or failure to deliver any service contemplated by this Agreement within a period of 2 (two) days from the receipt of a written notice of such breach from the Company and the Registrar shall be directly responsible and hereby indemnifies and keeps indemnified and harmless the Company, the Promoter Selling Shareholder and the BRLMs' Indemnified Parties and their respective affiliates, directors, management, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Promoter Selling Shareholder shall, severally and not jointly, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults within a period of 2 (two) calendar days from receipt of written notice of such breach from the Company or the Promoter Selling Shareholder. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against it, then the Registrar shall within 3 (three) Working Days upon being instructed by the Company and each of the BRLMs or the Promoter Selling Shareholder transfer all the documents in its possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the Promoter Selling Shareholder and/or any of the BRLMs.
43. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

INDEMNITY

44. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold harmless the Company's Indemnified Parties,

the Promoter Selling Shareholder's Indemnified Parties and the BRLMs Indemnified Parties (collectively referred to as the "**Indemnified Parties**") free and harmless at all times from and against any and all suits, proceedings, demands, claims, actions, losses, damages, penalties, liabilities, cost, charges, awards, judgements, expenses, including without limitation, interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Party by any Bidder or holder of the Equity Shares issued/transferred or any other third party, as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligations 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:

- (i) activities performed by any Indemnifying Party in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Law;
- (ii) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement (including the Letter of Indemnity);
- (iii) any violation or alleged violation or non-compliance of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
- (iv) any delay, failure, error, omission, negligence, default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under the Registrar Agreement or the Assignment and/or the Letter of Indemnity;
- (v) any fine imposed by the SEBI or any other regulatory, quasi-judicial, statutory, administrative, judicial or governmental authority against any of the Indemnified Parties;
- (vi) in any information provided to the Company, the Promoter Selling Shareholder or the BRLMs is untrue, incomplete or incorrect in any respect; or as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person 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 authority; and/or
- (vii) in any information provided to the Company, the Promoter Selling Shareholder or the BRLMs is untrue, incomplete or incorrect in any respect.

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 and/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, regulatory, quasi-judicial, administrative, governmental or judicial authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/ or the Stock Exchanges and/or any other statutory, regulatory, quasi-judicial, judicial and/or administrative authority or a court of law.

- 45. The Registrar undertakes to execute a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Schedule V** to the BRLMs on the date of this Agreement. The Registrar acknowledges and agrees that entering into this Agreement for performing its services to the Company and the Promoter Selling Shareholder is sufficient consideration for 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.

46. The Registrar may have to provide certain information regarding the Bidders, as may be required under the Applicable Law including any legislation or regulation, regarding the applicants to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders, with a view to providing the opportunity for the other Parties to contest such disclosure or otherwise to agree on the timing and content of such disclosure.
47. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post or electronic mail. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered at the address of such Party, if given by registered/speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by fax, electronic mail or telex upon transmission thereof. Provided however that any notice, etc. given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Company

Schloss Bangalore Limited

Tower 4, Third Floor
Equinox Business Park
Kurla West, Mumbai 400 070
Maharashtra, India

Email: cs@theleela.com

Contact Person: Jyoti Maheshwari, Company Secretary and Compliance Officer

To the Registrar

KFin Technologies Limited

Selenium Tower B, Plot No.31-32
Gachibowli, Financial District
Nanakramguda, Serilingampally
Hyderabad 500 032
Telangana, India

E-mail: leelahotels.ipo@kfintech.com

Contact person: M. Murali Krishna

To the Promoter Selling Shareholder

Project Ballet Bangalore Holdings (DIFC) Pvt Ltd

Unit L24-00, Level 24, ICD Brookfield Place
Dubai International Financial Centre
Dubai 507 234,
United Arab Emirates (UAE)

E-mail: uaecosecteam@brookfield.com

Contact person: Jonathan Robert Mills

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.

The Registrar shall bring to the notice of the Company of any communication between the BRLMs and the Registrar pursuant to the Letter of Indemnity, in the event such communication is in connection with

terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.

48. The Parties agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to the SEBI within seven days by any other Party and shall also be reported to the Company, the Promoter Selling Shareholder and the BRLMs immediately.

ARBITRATION AND DISPUTE RESOLUTION

49. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, alleged breach of terms of this Agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the “**Dispute**”), the parties to the dispute (the “**Disputing Parties**”) shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute, the Parties (the “**Disputing Parties**”) shall by notice in writing to each other, refer the Dispute to arbitration before the Mumbai Centre for International Arbitration (“**MCIA**”) in accordance with the Arbitration Rules of the MCIA in force at the time a Dispute arises (the “**Rules**”). The Rules are incorporated by reference into this paragraph and capitalized terms used in this paragraph which are not otherwise defined in this Agreement have the meaning given to them in the Rules. The seat of arbitration shall be Mumbai.
50. Subject to Applicable Law and the Rules, the arbitration shall be conducted as follows:
- i) the arbitration shall be conducted through Mumbai Centre for International Arbitration;
 - ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - iii) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration seated in Mumbai, India;
 - iv) each Disputing Party shall appoint one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall appoint the third or the presiding arbitrator within 15 days of the receipt of the second arbitrator’s confirmation of his/her appointment. In the event that there are more than two (2) Disputing Parties or the Disputing Parties fail to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - v) the arbitrators shall have the power to award interest on any sums awarded;
 - vi) the arbitration award shall state the reasons on which it was based;
 - vii) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
 - x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
 - xi) subject to the foregoing provisions, the courts in Gurgaon, India shall have exclusive jurisdiction in relation to proceedings, including with respect to grant of interim relief and enforcement of the arbitral award, brought under the Arbitration Act.
51. The Company, agrees and acknowledges that in accordance with paragraph 3(b) of the SEBI circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended, and pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135, as amended, and pursuant to the SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 read with master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (together, the “**SEBI ODR Circulars**”), the Parties have elected to adopt the institutional arbitration as the dispute resolution mechanism as described in this Agreement. Provided that, in the event any Dispute involving

any Party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the Dispute notwithstanding the option exercised by such respective Disputing Party in this Agreement.

Provided that in the event of any inter-se dispute, arising out of this Agreement, between any of the Promoter Selling Shareholder and/ or the Company, where the Registrar is not a party to the dispute and the SEBI ODR Circular is not mandatorily applicable, such relevant Parties may, by notice in writing to the other disputing parties, refer the dispute to arbitration to be conducted in accordance with the provisions of the Arbitration Act. Each of the Company and Promoter Selling Shareholder, severally and not jointly agree, that (i) the arbitration award arising in relation to this proviso shall be final, conclusive and binding on such relevant Parties and shall be subject to enforcement in any court of competent jurisdiction; and (ii) institutional arbitration to be conducted at MCIA will not be mandatory for such disputes and Clause 51 shall be read accordingly.

52. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
53. Subject to the above clauses 49 and 50, all disputes, if any arising out of the Assignment shall be subject to the courts having jurisdiction in Gurgaon, India. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules.
54. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Promoter Selling Shareholder and the BRLMs.
55. 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).
56. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of 18 months from the date of closing of the Offer, provided that clauses 4(b), 9, 10 (*Confidentiality*), 14, 15, 16, 42, 43, 44 (*Indemnity*), 45 (*Indemnity*), 46 (*Indemnity*), 47, 49 (*Arbitration and Dispute Resolution*), 50 (*Arbitration and Dispute Resolution*) and this clause 56 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/or the newly appointed registrar to the Offer, as applicable. The Registrar shall extend all such support as may be required by the Company and the Promoter Selling Shareholder or the newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.
57. 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.
58. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms 'Offer' and 'Offered Shares' shall be construed accordingly. 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 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). The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.
59. The Agreement may be executed in separate counterparts, each of which when so executed and delivered

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

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

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

Signed for and on behalf of SCHLOSS BANGALORE LIMITED

Ravi Shankar

Authorised Signatory

Name: RAVI SHANKAR



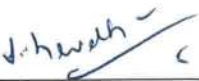
Designation:

HEAD - ASSET MANAGEMENT AND CHIEF FINANCIAL OFFICER

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

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

Signed for and on behalf of PROJECT BALLET BANGALORE HOLDINGS (DIFC) PVT LTD



Authorised Signatory
Name: Ashwath Ravi Vikram
Designation: Director



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

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

Signed for and on behalf of KFIN TECHNOLOGIES LIMITED

A handwritten signature in blue ink is positioned above a circular purple stamp. The stamp contains the text "KFIN TECHNOLOGIES LIMITED" around the perimeter and "Incorporated in India" in the center.

Authorised Signatory

Name: M.Murali Krishna

Designation: Sr. Vice President

SCHEDULE I

Name of the Selling Shareholder	Number of Offered Shares/ Amount (in ₹ million)	Date of consent letter	Date of board resolution/corporate authorization, if applicable
Project Ballet Bangalore Holdings (DIFC) Pvt Ltd	20,000	September 17, 2024	September 17, 2024

SCHEDULE II

Allocation of activities pertaining to the Assignment between the Parties

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

Sr. No.	Activity	Party Responsible
I.	Pre-Offer work	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor(s)) and collecting branches), as applicable	Company in consultation with BRLMs/Registrar
2.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with Applicable Law, regulations and guidelines	Company in consultation with BRLMs/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer	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 SCSBs, Sponsor Bank and obtaining the electronic bid data (including ASBA Bid data) from the Stock Exchanges	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs and the Sponsor Bank;	Registrar
	b. Processing all Bid cum Application Forms in respect of the Offer;	Registrar
	c. On Bid/Offer Closing Date 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 Depository Participant of the erroneous bids which will be considered as invalid	Registrar
4.	Informing the Stock Exchanges/ SEBI and providing necessary certificates to BRLMs on closure of the Offer	Company / Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from the Stock Exchanges for processing	Registrar/ Company/BRLM
6.	Processing of applications received from the Designated Intermediaries	Registrar
7.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
8.	Send the electronic Bid file with certain fields like application no., number of shares and amount or with any other additional fields as maybe required by the SCSBs/the Sponsor Bank to all the SCSBs/the Sponsor Bank to facilitate validation of the Bid forms for the Bids	Registrar

Sr. No.	Activity	Party Responsible
	which are entered in the Stock Exchanges	
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10	Reconciliation of number of Bids, Equity Shares applied and money blocked with final certificate received from the SCSBs and the Sponsor Bank	Registrar
11.	Reconciliation of compiled data received from Stock Exchanges with details of collection/blocked amounts received from the bankers to the Offer and SCSBs	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP 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 depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data	Registrar
14.	Matching with bid data / reconciliation with Bank Schedules and the final certificate	Registrar
15.	Collection of request, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment	Registrar
16.	Eliminating invalid bids and bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Identify and reject of applications with technical faults and multiple applications with reference to regulations / guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLMs	Registrar / BRLM / Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and the Designated Stock Exchange. Keeping a proper record of applications and monies blocked from the Bidders and paid to the SCSB's/Bankers to the Offer	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar/ BRLMs
22.	Preparation of fund transfer schedule based on the approved allotment	Registrar
	Preparation of list of allottees entitled to be allocated Equity Shares in the Offer	Registrar
23.	Assisting the Company in instructing the Depository to carry on the lock-in for pre- Offer capital	Registrar
24.	Allotment of shares on the basis of formula devised by the Stock Exchanges Preparing a statement of Bids rejected, separately for QIBs, Non Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids	Company / Registrar
25.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process:	Registrar

Sr. No.	Activity	Party Responsible
	<p>(57) Number of shares to be allotted against each valid bid</p> <p>(ii) Amount to be transferred from the Escrow Account/ relevant bank account to the Company's Public Offer Account, for each valid Bid</p> <p>(iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account</p> <p>(iv) Details of rejected Bids, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs and the Sponsor Bank to unblock the respective bank accounts</p> <p>(v) Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and RII, along with reasons for rejection of the Bids</p>	
26.	<p>Unblocking the relevant bank account for:</p> <p>(i) Transfer of requisite money to the Company's account against each valid Bid cum Application Form</p> <p>(ii) Withdrawn or rejected or unsuccessful Bid cum Application Form</p>	SCSB / Sponsor Banks
27.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB / Sponsor Banks
28.	Assisting in obtaining of certificate from auditors/ practicing company secretary that the Allotment has been made as per Basis of Allotment	Company/ Registrar
29.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the Stock Exchanges for applicable categories including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance	Registrar
30.	To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought. Registrar shall also follow up and collate the confirmations from SCSBs in the format prescribed in SEBI circular dated March 16, 2021	Registrar
31.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges in accordance with the SEBI RTA Master Circular	Registrar
32.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar
33.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law)	Registrar
34.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular within the prescribed timeline	Registrar
35.	Registrar shall prepare and assist BRLMs in computing the compensation payable in accordance with SEBI Circular dated	Registrar

Sr. No.	Activity	Party Responsible
	March 16, 2021	
36.	Offer of duplicate refund orders, as applicable	Registrar
37.	Revalidation of refund orders, as applicable	Registrar
38.	Preparation of register of members and specimen signature cards (if required)	Registrar
39.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the website of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance	Registrar
40.	Printing of Allotment Advice	Registrar
41.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors by registered Post	Registrar
42.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
43.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
44.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
45.	Overprinting of Allotment Advice, intimation and refund orders, if any	Registrar
46.	Mailing of documents by registered/speed post wherever required	Registrar
47.	Binding of application forms, application schedule and computer outputs	Registrar
49.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
50.	Dispatch of Allotment Advice and CAN within the Registrar timeframe specified in Offer Documents and applicable law	Registrar/Company
51.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time	Company/ BRLMs
52.	To ensure that the Equity Shares are issued/transferred and Allotted only to permitted categories of investors	Registrar
53.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
54.	To ensure that the Equity Shares are issued/transferred and Allotted to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar
55.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents. And to ensure settlement of all investor complaints	Registrar/ Company
56.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Bid Offer Opening/ Closing advertisements have appeared earlier, in accordance with SEBI ICDR Regulations	Company in consultation with the BRLMs
57.	Providing all the relevant reports for listing and trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs Providing information for Form FC-GPR/ FC-TRS, other forms for filing with Reserve Bank of India / relevant authorities in relation to allotment of shares / receipt of funds from NRIs, FPIs, non-residents etc Finalizing various post-Offer monitoring report, along with relevant	Registrar

Sr. No.	Activity	Party Responsible
	<p>documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLMs</p> <p>Coordinating with the Stock Exchanges, Company and SCSBs (for obtaining confirmation related to unblocking of accounts), in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer</p>	

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

SCHEDULE III
FEES PAYABLE TO REGISTRAR

1: Fee structure

1.1: Processing Charges (Public Issue)

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

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

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

1.2: Reimbursement of other expenses

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

1.3: Preprinted stationery

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

1.4: Payment terms

The following schedule of payment may please be noted:

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty). All expenses towards Postage and stamp duty (where the company wishes to avail of our services) would be paid in full in advance, at least a week prior to the date of activity.
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Stock Exchange

3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly.
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill.
5. Please feel free to contact us on the address mentioned below for more information / clarification in this regard. Also, all stationery related to the IPO would contain the address and other contact details as given below:

KFin Technologies Limited

Selenium Tower B, Plot 31-32,
Financial District, Nanakramguda, Gachibowli,
Hyderabad – 500 032
Phone: 040-67162222
Fax: 040-23001153; Toll Free no.: 1800-345-4001
Contact person: Mr. M. Muralikrishna, Senior Vice President

SCHEDULE IV

Certificate of Registration of the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (Regulation 6) रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
00 14 30		
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to		
KFIN TECHNOLOGIES LIMITED Selenium, Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Hyderabad- 500032 Telangana, India		
को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार विवाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है। as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.		
II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड II. Registration Code for the registrar to an issue and share transfer agent is		
This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तब विधिमान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place Mumbai तारीख Date April 1, 2022 <small>*को लागू न हो उसे काट दें। *Delete whichever is not applicable</small>	 आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  Dinesh Joshi प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory	14/04/2022

SCHEDULE IV
LETTER OF INDEMNITY

Date:

JM Financial Limited

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

BoFA Securities India Limited

18th Floor, A wing, One BKC
“G” block, Bandra Kurla Complex
Bandra (East), Mumbai 400 051
Maharashtra, India

Morgan Stanley India Company Private Limited

18F, Tower 2, One World Centre
Plot 841, Senapati Bapat Marg
Mumbai 400 013
Maharashtra, India

J.P. Morgan India Private Limited

J.P. Morgan Tower, Off. C.S.T. Road
Kalina, Santacruz East
Mumbai 400 098
Maharashtra, India

Kotak Mahindra Capital Company Limited

27 BKC, 1st Floor,
Plot No. C – 27, “G” Block,
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India

Axis Capital Limited

1st Floor, Axis House
P.B. Marg Worli
Mumbai 400 025
Maharashtra, India

Citigroup Global Markets India Private Limited

1202, 12th Floor, First International Financial Centre
G-Block, C 54 & 55
Bandra Kurla Complex, Bandra (East)
Mumbai 400 098
Maharashtra India

IIFL Securities Limited

24th Floor, One Lodha Place
Senapati Bapat Marg
Lower Parel (West)
Mumbai 400 013
Maharashtra, India

ICICI Securities Limited

ICICI Venture House
Appasaheb Marathe Marg

Prabhadevi, Mumbai 400 025
Maharashtra, India

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower
Rahimtullah Sayani Road
Opposite Parel ST Depot Prabhadevi
Mumbai 400 025
Maharashtra, India

SBI Capital Markets Limited

1501, 15th Floor, A & B Wing
Parinee Crescenzo Building
G Block, Bandra Kurla Complex Bandra (East)
Mumbai 400 051
Maharashtra, India

(JM Financial Limited, BoFA Securities India Limited, Morgan Stanley India Company Private Limited, J.P. Morgan India Private Limited, Kotak Mahindra Capital Company Limited, Axis Capital Limited, Citigroup Global Markets India Private Limited, IIFL Securities Limited, ICICI Securities Limited, Motilal Oswal Investment Advisors Limited, SBI and any other book running lead managers appointed by the Company are collectively referred to as the "**Book Running Lead Managers**" or the "**BRLMs**")

Dear Sir/ Madam,

Re: Letter of indemnity to the Book Running Lead Managers by KFin Technologies Limited (the "Registrar") pursuant to the registrar agreement entered into between Schloss Bangalore Limited and the Registrar

The Company and the Promoter Selling Shareholder propose to undertake an initial public offering of equity shares of face value of INR 10 each of the Company (the "**Equity Shares**"), comprising a fresh issue aggregating up to ₹30,000 million (the "**Fresh Issue**") and an offer for sale of up to such number of Equity Shares aggregating up to ₹ 20,000 million by Promoter Selling Shareholder (the "**Offered Shares**") (such offer for sale, the "**Offer for Sale**") (the Fresh Issue together with the Offer for Sale, the "**Offer**"), in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**SEBI ICDR Regulations**" / "**ICDR Regulations**") and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with the BRLMs (the "**Offer Price**"). The Offer may include allocation of Equity Shares to certain Anchor Investors (defined below), in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made (i) in the United States only to persons reasonably believed to be "qualified institutional buyers" as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act; and (ii) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations and in "offshore transactions" as defined in and in compliance with Regulation S under the U.S. Securities Act, as amended ("**Regulation S**"); and (iii) outside the United and India in "offshore transactions" as defined in and in compliance with Regulation S and any other regulations applicable in each country where such offers and sales are made. The Company, in consultation with the BRLMs, may consider a private placement of Equity Shares to certain investors for an amount aggregating up to ₹6,000 million, prior to filing of the Red Herring Prospectus (as defined below) with the RoC ("**Pre-IPO Placement**"). If the Pre-IPO Placement is undertaken, the size of the Fresh Issue will be reduced to the extent of the Pre-IPO Placement subject to the Offer complying with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957. The board of directors of the Company ("**Board**" or "**Board of Directors**") has delegated the power to make key decisions in relation to the Offer to the duly authorised IPO Committee constituted by the Board.

1. The Registrar is an entity registered with the Securities and Exchange Board of India ("**SEBI**") under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**SEBI RTA Regulations**") having a valid and subsisting registration number INR000000221 to act as a registrar to an issue.

2. The Registrar has been appointed as the Registrar to the Offer by the Company and the Promoter Selling Shareholder, after consultation with the Book Running Lead Managers, in accordance with the SEBI ICDR Regulations and the SEBI RTA Regulations. The terms and conditions detailed in the Registrar Agreement including the activities pertaining to and services provided by the Registrar are hereinafter collectively referred to as the “**Assignment**” and include all duties, obligations and responsibilities required to be discharged by a registrar to an issue in the manner as required under the various rules, regulations and circulars notified and as prescribed by SEBI and other Applicable Laws (including the SEBI Act, the SEBI ICDR Regulations, the SEBI RTA Regulations, the Companies Act and the SEBI RTA Master Circular), and the Registrar has accepted the Assignment.
3. The board of directors of the Company (the “**Board of Directors**”), pursuant to a resolution dated September 16, 2024 read with resolution dated September 18, 2024 have authorized and approved the Offer. Our IPO Committee has taken on record the consent of the Promoter Selling Shareholder to participate in the Offer for Sale pursuant to a resolution passed at its meeting held on September 18, 2024. Further, the Promoter Selling Shareholder has authorised and consented to participate in the Offer for Sale for the Offered Shares, by way of its consent letter.
4. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, SEBI RTA Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI, including in relation to Application Supported by Blocked Amount (“**ASBA**”) and Unified Payments Interface (“**UPI**”) and other applicable laws in so far as the same are applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its duties, obligations and responsibilities and the consequences of any default, error, failure or deficiency on its part. The Registrar further confirms that it is fully aware the time prescribed within which the allotment and listing of Equity Shares should be completed and is fully aware of its duties, obligations and responsibilities and the consequences of any default, error, failure or deficiency on its part.
5. The Registrar acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Offer.
6. The Registrar undertakes to the Book Running Lead Managers that it shall act with due diligence, care and skill, in accordance with applicable laws, and within the timelines prescribed under the applicable laws while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this letter of indemnity. The Registrar further represents, warrants and undertakes to the Book Running Lead Managers to:
 - (a) Fully co-operate and comply with any instruction the Book Running Lead Managers may provide in respect of the Offer, including any instructions in relation to requirements in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 and the SEBI master circular no. SEBI/HO/MIRSD/DOP1POD-1/CIR/P/2018/73 2023/70 dated May 17, 2023.
 - (b) ensure compliance with applicable laws including and not limited to the provisions of (i) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (ii) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (iii) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (iv) the SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, (v) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (vi) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, (vii) SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 (“**SEBI RTA Master Circular**”) along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the notice issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022, any subsequent circulars or notifications issued by SEBI in this regard and (viii) the SEBI ICDR Regulations, the Companies Act, the SEBI RTA Regulations along with all/any amendments, changes, subsequent circulars issued by the SEBI from time to time in this regard and any other applicable laws;
 - (c) comply with the terms and conditions of the Registrar Agreement and this letter of indemnity.

7. The Registrar acknowledges and agrees that the duties, obligations, representations, warranties and responsibilities of the Registrar mentioned under the Registrar Agreement are incorporated in this letter of indemnity mutatis mutandis.
8. Further, pursuant to the provisions of the Registrar Agreement, the Registrar has unconditionally and irrevocably undertaken to execute and deliver this letter of indemnity to each of the Book Running Lead Managers to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the Book Running Lead Managers and the BRLM Indemnified Parties. The Registrar acknowledges and unconditionally and irrevocably agrees that entering into the Registrar Agreement for performing its services to the Company and the Promoter Selling Shareholder is sufficient consideration for this letter of indemnity to be issued in favour of the Book Running Lead Managers.

- (i) Accordingly, the Registrar hereby unconditionally and irrevocably undertakes that the Registrar and/or any of its officers, employees, agents, partners, representatives, directors, management, advisors or other persons acting on its behalf (“**Indemnifying Parties**”) shall, at their own cost and expense, indemnify and hold harmless each of the Book Running Lead Managers, their respective affiliates, and each of their respective partners, promoters, directors, management, representatives, officers, agents, employees, associates, advisors, successors, intermediaries and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, and within the meaning of Section 15 of the U.S. Securities Act or Section 20 of the U.S. Exchange Act (collectively, the “**BRLM Indemnified Parties**”), at all times, from and against any and all suits, proceedings, claims, actions, losses, damages, penalties (including any fine imposed by SEBI and/or Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law), liabilities, cost, interest costs, charges, awards, judgements, expenses, without limitation, interests, legal expenses (including attorney’s fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs, and all other demands and all other liabilities) of whatever nature made, suffered, or incurred including, but not limited to: in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction, which may be made or commenced against any BRLM Indemnified Parties by any Bidder (including ASBA Bidders), any holder of the Equity Shares or any third party arising out of or as a consequence of a breach or alleged breach of the duties, declarations, undertakings or confirmations of the Registrar under the Registrar Agreement and this letter of indemnity; and
 - (ii) by any act or omission of, or any delay, failure, deficiency, error, gross negligence, wilful default, bad faith, fraud or misconduct on the part of the Indemnifying Parties or otherwise arising out of or relating to activities performed by the Indemnifying Parties in performing or fulfilling any of the Assignment and other functions, duties, obligations, responsibilities and services contemplated under the Registrar Agreement, this letter of indemnity or otherwise under applicable law.
9. The Registrar shall be directly responsible to and shall indemnify, hold harmless and keep each of the BRLM Indemnified Parties indemnified and hold harmless for any liability arising out of any information provided by the Indemnifying Parties to any one or more of the Book Running Lead Managers being untrue, incomplete or incorrect in any respect, including without limitation, against any fine imposed by SEBI and/or Stock Exchanges and/or or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law.
10. The Registrar shall further indemnify, hold harmless and refund all costs incurred by each of the BRLM Indemnified Parties in connection with or arising out of addressing investor complaints which otherwise would have been addressed by the Indemnifying Parties in the performance of the services contemplated under the Registrar Agreement and this letter of indemnity or under applicable law, including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the applicable laws or in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the BRLM 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, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law, in each case as such expenses are incurred or paid.
11. 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 BRLM Indemnified Parties may have under common law or equity or otherwise which may be made or commenced against or incurred by any of the BRLM Indemnified Parties as a consequence of any act or omission of, or any delay, 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. This letter of indemnity may be amended or altered only with the prior written approval of the Book Running Lead Managers.

12. The Registrar acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of Registrar Agreement and this letter of indemnity but shall not have any obligations or liabilities to the Registrar or the Company or 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.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this letter of indemnity, wherever applicable, but, in the event of a conflict or inconsistency between this letter of indemnity and the Registrar Agreement, the provisions of this letter of indemnity shall prevail.
14. The Registrar hereby agrees that failure of any of the BRLM Indemnified Parties to exercise part of any of its rights under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Parties of any of its rights established herein.
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, in the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this letter of indemnity or any non-contractual obligations arising out of or in connection with the letter of indemnity (a “**Dispute**”), the parties to such Dispute (the “**Disputing Parties**”) shall by notice in writing to each other refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (“**SEBI ODR Circular**”), which the parties have elected to follow for the purposes of this letter of indemnity, provided that the seat and venue of such institutional arbitration shall be Mumbai, India.

Any reference of the Dispute to arbitration under this letter of indemnity shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the parties under this letter of indemnity.

17. Subject to Clause 17, the arbitration shall be conducted as follows:
 - (a) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIA Rules**”). The MCIA Rules are incorporated by reference into this Clause 18(a) and capitalized terms used in this Clause 18(a) which are not otherwise defined in this letter of indemnity shall have the meaning given to them in the MCIA Rules;
 - (b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 17 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 (fourteen) days of the receipt of the second arbitrator’s confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Chairman of the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (d) the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, as prescribed under the Arbitration and Conciliation Act, 1996. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;

- (e) the arbitration award shall state the reasons in writing on which it was based;
 - (f) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - (h) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
 - (i) nothing contained in Clauses 17 and 18 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended, and each Party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum.
18. All capitalized terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus (the “**DRHP**”) to be filed by the Company with SEBI and the Red Herring Prospectus (the “**RHP**”) and Prospectus (the “**Prospectus**”) to be filed by the Company with the RoC, BSE Limited and the National Stock Exchange of India Limited, as may be applicable.
19. 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, fax or telex, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this letter of indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by telex, email, be deemed given on transmission thereof provided however that any notice, etc., given by fax or telex, 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 to the Book Running Lead Managers:

JM Financial Limited

7th Floor, Cnergy
 Appasaheb Marathe Marg
 Prabhadevi, Mumbai 400 025
 Maharashtra, India
Attention: Prachee Dhuri
Tel: + 91 22 6630 3030
E-mail: leelahotels.ipo@jmfll.com

BoFA Securities India Limited

18th floor, A wing, One BKC
 “G” block, Bandra Kurla Complex
 Bandra (East), Mumbai 400 051
 Maharashtra, India
Attention: Abhrajee Banerjee
Tel: + 91 22 6632 8000
E-mail: dg.leelahotels_ipo@bofa.com

Morgan Stanley India Company Private Limited

18F, Tower 2, One World Centre
 Plot 841, Senapati Bapat Marg
 Mumbai 400 013
 Maharashtra, India
Attention: Shantanu Tilak
Tel: + 91 22 6118 1000

E-mail: leelaipo@morganstanley.com

J.P. Morgan India Private Limited

J.P. Morgan Tower, Off. C.S.T. Road
Kalina, Santacruz East
Mumbai 400 098
Maharashtra, India

Attention: Apoorv Sinha

Tel: +91 22 6157 3000

E-mail: leela_ipo@jpmorgan.com

Kotak Mahindra Capital Company Limited

27 BKC, 1st Floor,
Plot No. C – 27, “G” Block,
Bandra Kurla Complex, Bandra (East)
Mumbai 400 051
Maharashtra, India

Attention: Arun Mathew

Tel: +91 22 43360000

E-mail: leelahotels.ipo@kotak.com

Axis Capital Limited

1st Floor, Axis House
P.B. Marg Worli
Mumbai 400 025
Maharashtra, India

Attention: Pavan Naik

Tel: + 91 22 4325 2183

E-mail: leela.ipo@axiscap.in

Citigroup Global Markets India Private Limited

1202, 12th Floor, First International Financial Centre,
G-Block, C 54 & 55,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 098
Maharashtra India

Attention: Asees Kaur

Tel: + 91 22 6175 9999

E-mail: leelahotelsipo@citi.com

IIFL Securities Limited

24th Floor, One Lodha Place,
Senapati Bapat Marg,
Lower Parel (West),
Mumbai 400 013
Maharashtra, India

Attention: Pawan Jain

Tel: + 91 22 4646 4728

E-mail: leelahotels.ipo@iiflcap.com

ICICI Securities Limited

ICICI Venture House,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai 400 025
Maharashtra, India

Attention: Sohail Puri

Tel: + 91 22 6807 7100

E-mail: leelahotels.ipo@icicisecurities.com

Motilal Oswal Investment Advisors Limited

Motilal Oswal Tower,
Rahimtullah Sayani Road,
Opposite Parel ST Depot Prabhadevi, Mumbai 400 025
Maharashtra, India

Attention: Ritu Sharma/ Rohan Aerande

Tel: + 91 22 7193 4380

E-mail: leelahotelsipo@motilaloswal.com

SBI Capital Markets Limited

1501, 15th Floor, A & B Wing,
Parinee Crescenzo Building,
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Mumbai 400 051
Maharashtra, India

Attention: Janardhan Wagle

Tel: +91 22 4006 9807

E-mail: leelahotels.ipo@sbicaps.com

To the Registrar

KFin Technologies Limited

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This signature page forms an integral part of the letter of indemnity executed by KFin Technologies Limited in favour of JM Financial Limited, BoFA Securities India Limited, Morgan Stanley India Company Private Limited, J.P. Morgan India Private Limited, Kotak Mahindra Capital Company Limited, Axis Capital Limited, Citigroup Global Markets India Private Limited, IIFL Securities Limited, ICICI Securities Limited, Motilal Oswal Investment Advisors Limited and SBI Capital Markets Limited

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

Authorised Signatory

Name:

Designation:

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

Authorised Signatory

Name:

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For and on behalf of **BoFA Securities India Limited**

Authorised Signatory

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For and on behalf of **Morgan Stanley India Private Limited**

Authorised Signatory

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Global Markets India Private Limited, IIFL Securities Limited, ICICI Securities Limited, Motilal Oswal
Investment Advisors Limited and SBI Capital Markets Limited*

For and on behalf of **J.P. Morgan India Private Limited**

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For and on behalf of **Kotak Mahindra Capital Company Limited**

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For and on behalf of **Axis Capital Limited**

Authorised Signatory

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For and on behalf of **Citigroup Global Markets India Private Limited**

Authorised Signatory

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

Authorised Signatory

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

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For and on behalf of **Motilal Oswal Investment Advisors Limited**

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For and on behalf of **SBI Capital Markets Limited**

Authorised Signatory

Name:

Designation: