

REGISTRAR AGREEMENT

DATED JANUARY 5, 2024

BY AND AMONGST

**UNICOMMERCE ESOLUTIONS LIMITED (FORMERLY KNOWN AS
UNICOMMERCE ESOLUTIONS PRIVATE LIMITED)**

AND

THE SELLING SHAREHOLDERS LISTED IN SCHEDULE I

AND

LINK INTIME INDIA PRIVATE LIMITED

This **REGISTRAR AGREEMENT** (the “**Agreement**”) is entered into at New Delhi, India, on January 5, 2024 by and among:

UNICOMMERCE ESOLUTIONS LIMITED (formerly known as Unicommerce eSolutions Limited, a company incorporated under the Companies Act, 1956, bearing CIN U74140DL2012PLC230932 under the laws of India, whose registered office is situated at Mezzanine Floor, A-83, Okhla Industrial Area, Ph-II, New Delhi, 110 020, 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**;

AND

SELLING SHAREHOLDERS, as set out in **Schedule I** of this Agreement (hereinafter referred to individually as “**Selling Shareholder**” and collectively as the “**Selling Shareholders**”, which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors and permitted assigns, of the **SECOND PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 247 Park, LBS Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

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

WHEREAS

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value of ₹ 1 each of the Company (the “**Equity Shares**”), by way of an offer for sale of such number of Equity Shares offered by the Selling Shareholders as provided in **Schedule I** (“**Offered Shares**”), in accordance with the Companies Act, 2013, including any rules, regulations, clarifications and modifications thereto, each as amended (the “**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**SEBI ICDR Regulations**”) and any other Applicable Laws (defined hereinafter) (the “**Offer for Sale**”/ “**Offer**”), at such price as may be determined or discovered through the book building process (“**Book Building Process**”) as prescribed under Schedule XIII of the SEBI ICDR Regulations and as disclosed in the Offer Documents (as defined hereinbelow) (the “**Offer Price**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations. The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in “**offshore transactions**”, as defined in and in compliance with Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (ii) outside the United States and India, to certain institutional investors in “**offshore transactions**” in compliance with Regulation S under the U.S. Securities Act and in each case, in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company in consultation with the BRLMs (defined hereinafter), in accordance with the SEBI ICDR Regulations.

- (B) The Board of Directors of the Company (the “**Board**”), pursuant to a resolution dated January 3, 2024 have authorized and approved the Offer.
- (C) The Company and the Selling Shareholders have appointed IIFL Securities Limited and CLSA India Private Limited as the book running lead managers (the “**BRLMs**”) to manage the Offer on such terms and conditions as agreed amongst them.
- (D) Each of the Selling Shareholders has, severally and not jointly, consented to participate in the Offer pursuant to its respective board resolution/authorisation letter, as applicable, and consent letters, as detailed in **Schedule I**.
- (E) The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (“**RTA Regulations**”) and has a valid and subsisting registration with SEBI, bearing registration number INR000004058.
- (F) The Company and the Selling Shareholders have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and such Assignment includes all responsibilities required to be discharged by a registrar to the Offer in the manner as required under the various rules and regulations as applicable, passed by SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”), including the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, dated May 17, 2023 (“**SEBI RTA Master Circular**”) and the Registrar has accepted the Assignment. The Registrar has been appointed to act as the Registrar to the Offer pursuant to this Agreement. The Board of the Company by its resolution dated January 3, 2024 has approved the appointment of Link Intime India Private Limited as the Registrar to the Offer.
- (G) In terms of Regulation 9A (1)(b) of the RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid and legally binding agreement with the Company and the Selling Shareholders for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.
- (H) In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. The UPI Bidders applying in the Offer are required to apply through the unified payment interface (“UPI”) process, in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR /2022/75 dated May 30, 2022, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, SEBI master circular dated June 21, 2023 bearing reference number SEBI/HO/CFD/PoD-2/CIR/2023/00094, and the SEBI RTA Master Circular (to the extent pertaining to UPI) along with the notices/ circulars issued by the National Stock Exchange of India Limited (“**NSE**”) and BSE Limited (“**BSE**”, together with the NSE, the “**Stock Exchanges**”), i.e., BSE Notice No. 20220803-40 dated August 3, 2022, NSE Circular No. 25/2022 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 Laws. The Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI or the Stock Exchanges, 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.

- (I) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the draft red herring prospectus, the red herring prospectus and the prospectus in relation to the Offer, including any amendments, addendums or corrigenda issued thereto (collectively, the “**Offer Documents**”), to be filed with the SEBI and the Registrar of Companies, Delhi and Haryana at New Delhi (the “**Registrar of Companies**”), and also with the Stock Exchanges, as may be applicable and the Offer Agreement to be executed among the Company, the Selling Shareholders and the Book Running Lead Managers in relation to the Offer.
- (J) Further, the Company and the Selling Shareholders, to the extent permissible under the terms of this Agreement, instruct the Registrar to the Offer to follow, co-operate and comply with the instructions given by the Book Running Lead Managers.

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

1. **INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or any other entity having legal capacity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other 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 or noted or any replacement or novation 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, re-enacted or replaced;
- (h) “Working Day” shall mean all days on which commercial banks in Mumbai, India are open for business; provided however, with reference to (a) announcement of Price Band and (b) Bid/ Offer Period, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays on which commercial banks in New Delhi are open for business; and (c) the time period between the Bid/ Offer Closing Date and the 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, as per circulars issued by SEBI, including the UPI Circulars;

- (i) in this Agreement, the term “UPI Bidders” shall mean, collectively, individual investors applying as (i) Retail Individual Bidders in the Retail Portion, (ii) Eligible Employees, under the Employee Reservation Portion, and (iii) Non-Institutional Bidders with an application size of up to ₹ 500,000 in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹ 5,00,000 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);
 - (j) in this Agreement, the term “UPI Mechanism” shall mean, the process for applications by UPI Bidders submitted with intermediaries with UPI as mode of payment, in terms of the UPI Circulars;
 - (k) in this Agreement, the term “ASBA” shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorising a Self-Certified Syndicate Banks (“SCSBs”) to block the Bid Amount in the ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders;
 - (l) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
 - (m) references to an article, section, clause, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, section, clause, paragraph, recital, preamble, schedule or annexure of this Agreement;
 - (n) references to the Offer Documents shall mean the Draft Red Herring Prospectus, red herring prospectus and prospectus, including any amendments, addenda or corrigenda thereto, filed in relation to the Offer as of their respective dates;
 - (o) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
 - (p) 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; and
 - (q) the Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.
2. The Company and the Selling Shareholders (themselves or through their authorised representative) hereby appoint Link Intime India Private Limited as the registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement through its authorized signatory.

3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein, but implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are mentioned herein and required as per applicable laws (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) and the applicable provisions of the SEBI ICDR Regulations and the Companies Act in respect of the Offer (“**Applicable Laws**”). The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with Applicable Laws and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The rights and obligations of each of the Parties under this Agreement shall (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations) be several and not joint, and none of the Parties shall be responsible or liable, directly or indirectly for any acts or omissions of any other Party. Further, the obligations of the Selling Shareholders under this Agreement shall be limited to the extent of their respective portion of the Offered Shares.
5. The Registrar represents, warrants, declares and undertakes to the Parties that:
 - a) It is duly incorporated and validly exists under Applicable Laws. The certificate of registration dated July 15, 2014 bearing registration number INR000004058, issued to the Registrar as permanent registration by SEBI shall remain in force at all times till the completion of the Assignment including by taking prompt steps for renewal and the Registrar will keep the Company, the Selling Shareholders and the Book Running Lead Managers informed in writing on an immediate basis if its registration with the SEBI is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory, statutory, judicial, governmental, quasi-judicial and / or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule II** hereto.
 - b) It shall keep and maintain the books of accounts and documents specified in Regulation 14 and Regulation 15 of the RTA Regulations, in respect of the 8 (eight) preceding financial years for a minimum period of 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 required under Applicable Law from time to time.
 - c) Any and all records/documents referred to and forming part of the Annexure – 6 to SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for a period of not less than 8 (eight) years after completion of the Offer on behalf of the Company and the Selling Shareholders or such later period as may be prescribed under Applicable Law.
 - d) It is not an associate and shall not be deemed to be an associate of the Company and/or the Selling Shareholders, for the purposes of the RTA Regulations.
 - e) It has a clean track record and no penalty has been imposed upon it by SEBI during the last five years, except in the case of an adjudication order no. Order/BM/JR/2022-23/23296 – 23297 dated January 31, 2023 in the matter of complaint by Pushpaben Rasiklal Patel. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory, judicial, quasi-judicial, administrative, governmental or supervisory authority or court/ tribunal and that it is not debarred or suspended by the SEBI or any other statutory, regulatory, governmental,

quasi-judicial, judicial, administrative or supervisory authority from carrying on its activities as a 'Registrar to the Offer', by the SEBI or any other regulatory authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the Book Running Lead Managers of such orders in writing and cooperate at no additional costs to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of Offer related data and files to such replacement registrar as specified by the Book Running Lead Managers in consultation with the Company and the Selling Shareholders. In the event, (i) the Company its affiliates, advisors, its successors, and its directors, officers, employees and agents (collectively, along with the Company, the "**Company Indemnified Parties**"), and / or (ii) Selling Shareholders or any of their respective affiliates and each of their respective partners, management, promoters, directors, officers, management, employees, associates, advisors, permitted assigns, representatives, successors, intermediaries, and authorized agents or other persons acting on its behalf and permitted assigns and/or any person ("**Selling Shareholder Indemnified Parties**") 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, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934, incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Company Indemnified Parties and the Selling Shareholder Indemnified Parties, as applicable, in accordance with the terms of this Agreement and in case of the Book Running Lead Managers and their respective affiliates, directors, management, representatives, employees, advisors, officers and agents and successors and permitted assigns or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the "**Book Running Lead Manager Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Boor Running Lead Managers in accordance with the Letter of Indemnity (as defined below).

- f) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**") and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Selling Shareholders, the Book Running Lead Managers, any other person in relation to the Offer including any other intermediaries and the Bidders. The Registrar will not take up any activities which are or likely to be in conflict with the interests of the Company, the Book Running Lead Manager Indemnified Parties, the Selling Shareholders and any other person in relation to the Offer including any other intermediaries 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 Applicable Laws.

- g) It shall make adequate disclosure in writing to the Company, the Selling Shareholders and the Book Running Lead Managers 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 in relation to the Assignment. It shall immediately notify the Company, the Selling Shareholders and the Book Running Lead Managers in writing of delays (including anticipated delays) or errors in completion of any of the formalities in the performance of the Assignment and other services indicated herein and shall indemnify the Company Indemnified Parties, the Selling Shareholder Indemnified Parties and the Book Running Lead Manager Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company, the Selling Shareholders and the Book Running Lead Managers, may provide in respect of the Offer.
- 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 Laws, including without limitation, the SEBI ICDR Regulations, the UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time, including under the SEBI Listing Regulations. It shall immediately notify the Company, the Selling Shareholders and the Book Running Lead Managers in writing of any errors, delays or anticipated delays in completion of any of the formalities in relation to the performance of the Assignment.
- i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up, data maintenance and disaster recovery systems and the net worth as stipulated under 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 correspondence.
- j) 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 Selling Shareholders and the Book Running Lead Managers in writing of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, and/or any corrective action taken thereto. It shall indemnify the Company Indemnified Parties, the Selling Shareholder Indemnified Parties and the Book Running Lead Manager 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.
- k) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- l) It shall cooperate and comply with any instructions that the Company, the Selling Shareholders and the Book Running Lead Managers may provide in respect of the Offer in accordance with this Agreement and subject to Applicable Laws.
- m) Assisting Book Running Lead Managers to ensure compliance of all post-Offer activities within time as prescribed under Applicable Laws.

- n) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the Book Running Lead Managers, and ensuring the effective redressal of such grievances.
- o) It has connectivity with the depositories, namely the National Securities Depository Limited (“NSDL”) and Central Depository Services (India) Limited (“CDSL”, and together with NSDL, the “**Depositories**”) and in the event of failure of internet and/or software issue of Depositories will undertake to conduct all the exercise manually.
- p) The Demographic Details given by the Bidders in the ASBA Forms and Anchor Investor Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.
- q) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company, the Selling Shareholders and the Book Running Lead Managers in writing of any such litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority.
- r) There is no show cause notice received by it, or any pending investigation or inquiries against it, the outcome of which may affect the Registrar’s ability to perform the Assignment and/ or its duties or obligations under this Agreement.
- s) This Agreement has been duly authorised, executed and delivered by it, and constitutes valid and legally binding obligation on the Registrar, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the performance of the Assignment by the Registrar does not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- t) In the event the Registrar is unable to continue to act as a Registrar to the Offer, at any point of time, due to any order, direction or injunction of any statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority, or otherwise, it shall immediately inform the Company, each of the Selling Shareholders and the Book Running Lead Managers in writing and take steps, in consultation with and as per the directions of the Company, the Selling Shareholders and the Book Running Lead Managers for a smooth transition of the data pertaining to the Offer or Equity Shares held by the Registrar (at no cost to the Company or the Selling Shareholders for such transition) to another registrar as may be appointed by the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- u) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, circulars 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.

- v) It shall keep the Company, the Selling Shareholders and the Book Running Lead Managers fully informed in writing about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory or statutory or judicial or quasi-judicial or governmental or administrative authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, judicial, quasi-judicial, governmental, administrative, statutory authority, as may be applicable and shall immediately inform the Company, the Selling Shareholders and the Book Running Lead Managers of such change in status or constitution in writing.
 - w) The Registrar shall hand-over to the Company and the Selling Shareholders, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days from the date of expiry/cancellation of its certificate of registration as Registrar, whichever is earlier.
 - x) The Registrar shall provide back-up documents for the transactions to the Book Running Lead Managers within one month of closure of the Offer.
 - y) It has formulated and implemented a comprehensive policy framework and systems approved by its board of directors and is in compliance with the requirements of SEBI RTA Master Circular, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, and SEBI Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/181 dated November 17, 2023.
5. The Company 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, as amended, and all other Applicable Laws, as required, to enable it to undertake the Offer. If the Registrar receives any instructions from the Company under this Agreement which are in violation of any Applicable Law or any other statutory / regulatory / judicial / administrative /governmental / quasi-judicial authority, the Registrar shall immediately notify the Company, the Selling Shareholders and the Book Running Lead Managers in writing about such instructions, pursuant to which the Company, the Selling Shareholders or the Book Running Lead Managers, as applicable, shall be free to withdraw, modify or clarify such instructions.
6. This Agreement entered into between the Company, the Selling Shareholders and the Registrar is for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company or the Selling Shareholders to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company or the Selling Shareholders. Each of the Company and the Selling Shareholders have the absolute right to appoint any other agency as its registrar and share transfer agent, in consultation with the Book Running Lead Managers. In the event of appointment of any other agency as the registrar and share transfer agent of the Company and the Selling Shareholders other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, without any additional charges.
7. 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. It is clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may

have been paid to it by the Company (by itself or on behalf of the Selling Shareholders), or directly by the Selling Shareholders, as the case may be, except for any reasonably incurred and documented out-of-pocket expenses. Any amount provided by the Company in relation to the above, on behalf of the Selling Shareholders, shall be reimbursed to the Company in accordance with the terms of the Offer Agreement and Applicable Laws.

8. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule IV** hereunder, which functions, duties and obligations are indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular, and the RTA Regulations. The Parties may include further activities agreed upon provided all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Cash Escrow and Sponsor Bank Agreement, Share Escrow Agreement, or any other agreements in relation to the Offer to which it is a party, and the Offer Documents. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, logo and other requisite details required under Applicable Laws, in the Offer Documents and in all other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company and the Book Running Lead Managers.
9. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
 - a) To enter into a ‘Cash Escrow and Sponsor Bank Agreement’ with the Company, the Selling Shareholders, the Book Running Lead Managers, the Syndicate Members and the Bankers to the Offer (including the Sponsor Bank(s)) wherein the Registrar shall comply and issue requisite instructions to the Bankers to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
 - b) To enter into a Share Escrow Agreement with the Company and the Selling Shareholders in terms of which the Selling Shareholders shall prior to the filing of the Red Herring Prospectus in relation to the Offer, open a share escrow account (“**Share Escrow Account**”) with the Registrar on such terms as may be prescribed in the Share Escrow Agreement, wherein each of the Selling Shareholders shall transfer their respective portion of Offered Shares to such Share Escrow Account, within the prescribed timelines in terms of the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in terms of the instructions issued by the Selling Shareholders and the Book Running Lead Managers and in terms of the Share Escrow Agreement and ensure that the Offered Shares are transferred to the Share Escrow Account.
 - c) To enter into the ‘Underwriting Agreement’ with the Company, the Selling Shareholders, the Underwriters and the Syndicate Agreement with the Company, the Selling Shareholders, the Book Running Lead Managers, and Syndicate Members and Registrar to the Offer, in terms of which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement and Syndicate Agreement;
 - d) To enter into any other agreement with the Company, the Selling Shareholders, the Book Running Lead Managers, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement;

- e) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (“**ISIN**”), and for finalizing the tripartite agreement to be entered into with the Company and the Depositories;
- f) Facilitating dematerialization, if required, of the Company’s and the Selling Shareholders’ and their respective nominees, Equity Shares held by its existing shareholders prior to the filing of the Draft Red Herring Prospectus or Red Herring Prospectus, as the case may be;
- g) Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, if any, including the Selling Shareholders to Equity Shares prior or post the filing of the Draft Red Herring Prospectus, as may be required under Applicable Law;
- h) Providing detailed instructions to the Bankers to the Offer (including the Sponsor Bank), Escrow Collection Bank(s), SCSBs, members of the Syndicate, Collection Depository Participants (“**CDPs**”), sub-syndicate members, Registrar and Share Transfer Agents registered with the SEBI (“**RTAs**”), Public Offer Account Bank(s), Refund Bank(s), as applicable and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the “**Designated Intermediaries**”) including the format and timeline of receipt of information;
- i) Providing/specifying the format to the Designated Intermediaries, as applicable, in which information in relation to ASBA process (including the UPI Mechanism, as applicable) is required;
- j) Providing intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/ Offer Opening Date;
- k) Finalizing with the Company, the Selling Shareholders and the Book Running Lead Managers, the amount of processing fees and commission payable to SCSBs in respect of syndicate ASBA, fees payable to the Sponsor Bank(s) for Bids made using the UPI Mechanism and brokerage and selling commission for the Designated Intermediaries;
- l) Ensuring that, with respect to Bids made through using of the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- m) Providing inputs for finalizing the Bankers to the Offer, inter alia, for: (i) collection of application money from the Anchor Investors in Escrow Account; (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act; (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors; and (iv) assist in identification of the collecting branches at the collection centres;
- n) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40>

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as Issuer Banks for UPI;

- o) Intimating the Designated Intermediaries and the Sponsor Bank(s) before opening of the Bid/Offer, the basis of the commission/processing fees/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date and time, including details of revision in Price Band, Floor Price, Bid/Offer Period;
- p) Ensuring that SCSBs applying through ASBA process shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;
- q) Following up with the Sponsor Bank(s), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank, Banker to the Offer and SCSBs and advising the members of the syndicate to be appointed by the Book Running Lead Managers through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;
- r) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Escrow Collection Bank(s), Sponsor Bank(s) and all the SCSBs, including the syndicate SCSBs, participating in the Offer, within 2 (two) Working Days from the closure of the Offer;
- s) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- t) Obtaining from the Depositories, the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- u) To review the sections related to Offer Procedure in the Offer Documents and confirm their accuracy;
- v) Receiving and providing inputs to the Company, the Selling Shareholders and the Book Running Lead Managers for designing and printing the Bid cum Application Forms 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 with the Designated Intermediaries;
- w) Preparing the Confirmation of Allocation Note (“CAN”), and the revised CAN, if applicable, for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Offer related stationery;
- x) Collecting within the timelines as prescribed under Applicable Laws and as specified by the Company, the Selling Shareholders and the Book Running Lead Managers and in accordance with Applicable Law:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank/ Stock Exchanges and other Designated Intermediaries, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Managers, and the data/information with respect to Bid Amount of Anchor

Investors from the Escrow Collection Banks within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;

- ii. the electronic Bid data (including the ASBA Bid data) from the Stock Exchanges;
- iii. Coordination and obtaining certificate of blocked funds, in respect of Bids made by way of the UPI Mechanism, from Sponsor Bank(s) after closure of Bid/Offer Closing Date;
- iv. Aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary/Sponsor Bank/Stock Exchange;
- v. soft and hard copies of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Banks/Stock Exchanges, as applicable, and with respect to the Anchor Investors, the Anchor Investor Application Forms from the Book Running Lead Managers and the data / information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks;
- vi. Ensuring compliance with UPI circulars as a payment mechanism for making applications in public issues;
- vii. Providing Book Running Lead Managers, the selling shareholders and the Company with data so as to understand the share in commissions between the Book Running Lead Managers and the designated intermediaries authorized to accept the bid;
- viii. PAN, DP ID, UPI ID and Client ID and other demographic details of valid beneficiary accounts from the Depositories; and
- ix. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;

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

- y) The Registrar shall ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms;
- z) To process all Bids along with the bank schedules received from the Sponsor Bank(s), Escrow Collection Banks, the SCSBs and other Designated Intermediaries, as applicable, in respect of the Offer and the Bid file received from the Stock Exchanges in respect of the Offer;

- aa) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- bb) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, the Selling Shareholders and the Book Running Lead Managers;
- cc) To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Red Herring Prospectus and Prospectus and rejecting such applications in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures;
- dd) On Bid/Offer Closing Date, collect the Bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID and PAN with the Depositories' database and provide a file to the Book Running Lead Managers and concerned Designated Intermediary of the erroneous Bids which will be considered as invalid;
- ee) Deliver the Bid file received from the Stock Exchanges containing the application number, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;
- ff) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from the Escrow Collection Banks, the Sponsor Bank(s) and the SCSBs and the Book Running Lead Managers and match the same with the Depository database for correctness of DP ID, Client ID, UPI ID and PAN in terms of the SEBI ICDR Regulations;
- gg) Advising the members of the syndicate to be appointed by the Book Running Lead Managers through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid date;
- hh) To inform the Designated Intermediaries and the Book Running Lead Managers of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- ii) To reject the Bids in case the DP ID, Client ID, UPI ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
- jj) To reject the ASBA Bids made by duplicate copies of the same Bid cum Application Form (i.e., ASBA Bids bearing the same unique identification number);
- kk) To co-ordinate with the Escrow Collection Banks to the Offer and the SCSBs for submission of final certificate, after taking into account rectifications, if any;

- ll) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than 1 (one) Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Law;
- mm) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars and other Applicable Law;
- nn) To co-ordinate with the Escrow Collection Bank(s) (in case of Bids by Anchor Investors), SCSBs and other Designated Intermediaries (in case of ASBA Bids) and Sponsor Bank(s) (through the Stock Exchanges) for submission of provisional and final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with the Escrow Collection Bank(s), SCSBs and Sponsor Bank(s) or other Designated Intermediaries, as the case may be and ensuring the accuracy of such final certificates in accordance with Applicable Law;
- oo) To immediately inform the Company, the Selling Shareholders and the Book Running Lead Managers in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the request for withdrawals of Bids received and Bids submitted by the Bidders which have been withdrawn, during preparations of Basis of Allotment;
- pp) To collect from the SCSBs the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the Book Running Lead Managers, in each case within the timelines prescribed by SEBI;
- qq) To ensure that the Basis of Allotment is in accordance with SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- rr) To complete and follow all processes indicated in the Offer Documents and General Information Document for investing in public issues prepared and issued in accordance with the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020;
- ss) To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;
- tt) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the Book Running Lead Managers, the Company and the Selling Shareholders;
- uu) To share the debit file with the Sponsor Bank(s) (through the Stock Exchanges) and SCSBs, as applicable, for credit of funds to the Public Offer Account and unblocking of excess funds in the relevant Bidder's account, upon approval of the Basis of Allotment;
- vv) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company, the Selling Shareholders and the Book Running Lead Managers;
- ww) To communicate to the Company, the Selling Shareholders and the Book Running Lead Managers at the earliest in the event of discrepancy between the electronic Bid file registered on the online system of the Stock Exchanges and the Escrow Collection Banks', Sponsor Bank(s) and the SCSBs' data;

- xx) To keep a proper record of Bid cum Application Forms and monies received from Bidders and which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a daily basis at the end of the Bidding to the Company, the Selling Shareholders and the Book Running Lead Managers;
- yy) To provide exceptions to enable the Company, the Selling Shareholders and the Book Running Lead Managers to take decision on the Bids;
- zz) To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the Book Running Lead Managers, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- aaa) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- bbb) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank(s) and the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, the SEBI RTA Master Circular, and the UPI Circulars on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the UPI Circulars;
- ccc) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and UPI Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within 1 (one) Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Law;
- ddd) To undertake 'technical rejections' based on electronic bidding details and to prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- eee) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Offer;
- fff) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- ggg) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Bank(s) and SCSBs; to deliver communication to the Company and the Selling Shareholders and the Book Running Lead Managers at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from

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

- hhh) To provide correct data in time and in no event less than 2 (two) Working Days from the Bid/ Offer Closing Date, or such earlier time as may be prescribed under Applicable Law, to enable the Company, the Selling Shareholders in consultation with the Book Running Lead Managers to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- iii) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Basis of Allotment and to assist the Company and the Selling Shareholders 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 in accordance with the timeline prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Offer share capital (except the Offered Shares), in accordance with and within the timelines prescribed under the SEBI ICDR Regulations and to receive confirmation of lock-in within such time as may be prescribed under Applicable Law, instructions to Sponsor Bank(s), SCSBs/Escrow Collection Bank(s) for unblocking/transferring of funds to the Public Offer Account or Refund Account, as the case may be, within such timelines from the Bid/Offer Closing Date as prescribed under Applicable Law. For any delay attributable to the Registrar, the Registrar will be held responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Book Running Lead Manager Indemnified Parties, the Company Indemnified Parties and each of the Selling Shareholder Indemnified Parties, for the cost incurred on account of payment of such interest or damages, in the manner set out in this Agreement and the Letter of Indemnity, as applicable;
- jjj) To prepare funds transfer schedule based on approved Basis of Allotment;
- kkk) To keep accurately, at all times, the electronic records relating to Bids received from all Designated Intermediaries and the Book Running Lead Managers, including:
 - i. Bids taken from the online system of the Stock Exchanges and Bids furnished by the SCSBs, Designated Intermediaries and the Book Running Lead Managers;
 - ii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - iii. Particulars regarding the monies blocked in the ASBA Accounts including through the UPI Mechanism of the respective ASBA Bidders;
 - iv. Particulars relating to the requisite money to be transferred to Public Offer Account, in accordance with the terms of this Agreement, the Cash Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and

- v. Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- lll) In relation to Bids made in the QIB Portion, provide QIB Bid file to Members of Syndicate on Bid/Offer Closing Date, match/validate the QIB Bid file details with the Demographic Details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies; In the event that the status of a QIB is not verifiable or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor in consultation with the Registered Brokers/ Syndicate Members and the Book Running Lead Managers;
 - mmm) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to carry out due procedures in relation to identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;
 - nnn) To prepare a distribution schedule and analysis form for purposes of the Stock Exchanges or the Company and the Book Running Lead Managers;
 - ooo) Prepare the following registers and other data:
 - i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and
 - viii. Any other registers and/or data as may be requested by the Company and/or the Book Running Lead Managers in relation to the Offer.
 - ppp) Post communication of the Basis of Allotment by the Company, prepare the list of Allottees entitled to Allotment of Equity Shares and prepare instructions for unblocking and/or transfer of funds from the SCSBs, Sponsor Bank, Escrow Accounts and relevant ASBA Accounts to the Public Offer Account and the Refund Account as applicable;
 - qqq) To ensure that Allotment made is in a correct and timely manner;
 - rrr) To ensure uploading of the correct file in the depository system is made in a timely manner. Further, to provide the correct allotment file along with the controls to the

Company for onward submission to the Registrar to the Company with whom the Company maintains connectivity for upload on the Depository systems;

- sss) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- ttt) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSBs for ASBA Bids (ii) the Sponsor Bank(s) through the Stock Exchanges in case of Bids through UPI Mechanism; and (ii) Escrow Collection Banks/Sponsor Bank with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under Applicable Laws, including SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018 and the UPI Circulars or Applicable Law:
- i. Number of Equity Shares to be allotted against each valid ASBA or each valid Bid, as the case maybe and the list of successful Bidders;
 - ii. Amount to be transferred from the relevant ASBA Account/UPI linked bank account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid Bidder and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines as per Applicable Laws;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case may be;
- uuu) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank accounts, issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Red Herring Prospectus and Prospectus, this Agreement and the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI;
- vvv) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to be credited to the Escrow Collection Banks, Sponsor Bank, SCSB's and the Refund Banks;
- www) To give instructions to the concerned Depository for credit of Equity Shares in accordance with the Share Escrow Agreement to the successful Bidders, including by transfer from Share Escrow Account, after the approval of Allotment by the Board and 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 and regulations issued by SEBI;

- xxx) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the Book Running Lead Managers, the Company and the Selling Shareholders;
- yyy) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories through the Registrar to the Company 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;
- zzz) To coordinate with Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allotees/ non-Allotees to the Book Running Lead Managers within the timelines specified in the SEBI RTA Master Circular or as may be prescribed by the SEBI from time to time;
- aaaa) To ensure timely deposit of Equity Shares in the Share Escrow Account in accordance with the Share Escrow Agreement and to ensure that the transfer of Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner;
- bbbb) 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;
- cccc) To dispatch letters of Allotment/ Allotment Advice, refund orders, CAN (if any), unblocking/ intimations and credit of Equity Shares to the Allotees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers and assist the Company, the Selling Shareholders and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and the Offer Documents and maintaining proper records of such refunds;
- dddd) To issue duplicate refund orders, as applicable, 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;
- eeee) To revalidate refund orders, and unblocking instructions, where permitted;
- ffff) To file the confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA Accounts, as applicable, with the Stock Exchange(s);
- gggg) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- hhhh) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers;
- iiii) Finalization of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer

Book Running Lead Manager(s) (in accordance with the *inter-se* allocation among the Book Running Lead Managers), the Company and the Selling Shareholders, to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer;

- jjjj) To 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 Laws and 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 from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or any such period prescribed under Applicable Laws and are made available to the Company and each of the Selling Shareholders, where applicable, at regular intervals;
- kkkk) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers;
- llll) To submit relevant documents to the Stock Exchanges (except listing application, allotment details and demat credit and refund details) for the purpose of obtaining listing and trading approval;
- mmmm) To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advices, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules and regulations issued by SEBI, and provide requisite reports to the Company and the Selling Shareholders and the Book Running Lead Managers during the Offer Period and after closing of the Offer;
- nnnn) To assist the Company, the Book Running Lead Managers and the Selling Shareholders in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company and the Selling Shareholders with the Designated Stock Exchange;
- oooo) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- pppp) In accordance with Applicable Laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids, (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected). Subsequently, RTI shall submit the bank-wise pending UPI applications for unblock to SCSB's along with the allotment file, no later than 06:30 p.m. on BOA (Basis of Allotment)+1;
- qqqq) To initiate corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment of Equity Shares by the Board;
- rrrr) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the

Equity Shares are proposed to be listed, are taken within 3 (three) Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI;

- ssss) To issue instructions to move the funds from the Escrow Accounts and the Public Offer Account, for eventual credit to the Company and the Selling Shareholders' respective accounts, in accordance with the Red Herring Prospectus and Prospectus and Applicable Laws;
- tttt) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch;
- uuuu) To provide data to assist the Company, the Selling Shareholders and the Book Running Lead Managers in publishing the Basis of Allotment advertisement 5 (five) Working Days from the Bid/ Offer Closing Date before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/Offer Opening, Bid/Offer Closing advertisements have appeared earlier;
- vvvv) To provide weekly reports to the Company, the Selling Shareholders and the Book Running Lead Managers on the (i) status of Equity Shares lying in Share Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors and (iii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company, the Selling Shareholders and the Book Running Lead Managers;
- wwww) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the Book Running Lead Managers and the other Designated Intermediaries based on the terminal IDs from which the Bid has been uploaded /Application Number Ranges shared by the Book Running Lead Managers;
- xxxx) To provide detailed statements for payment of brokerage, including providing within 2 (two) Working Days or such earlier time as the Company, the Selling Shareholders or the Book Running Lead Managers may request, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with the SEBI RTA Master Circular, to the extent applicable, and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws;
- yyyy) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- zzzz) To provide assistance to the Company, the Selling Shareholders and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for Offer/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
- aaaaa) To provide in a timely manner all accurate information to be provided by it under this Agreement;

- bbbb) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI RTA Master Circular, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, the 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, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018, 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 the SEBI ICDR Regulations;
- cccc) To ensure compliance with the UPI Circulars in relation to UPI as a payment mechanism for making applications in the Offer, including but not limited to, co-ordinating with the Sponsor Bank(s) and undertaking all necessary activities in this regard;
- dddd) Providing data to the Company and the Selling Shareholders, as applicable, for necessary filings with the Reserve Bank of India;
- eeee) To prepare a list of SCSBs who do not provide a confirmation as per the SEBI RTA Master Circular, within the prescribed timeline, in a format as prescribed by SEBI, from time to time; prepare and assist the Book Running Lead Managers in computing compensations payable in accordance with such circular; and follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed by SEBI from time to time;
- ffff) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Bidders in the Offer in terms of SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, and the UPI Circulars, or as prescribed by SEBI or Applicable Law;
- gggg) At the time of finalization of the Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI RTA Master Circular. Further, the Registrar shall obtain validation from the Depositories for the FPIs who have invested in the Offer to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended, within the timelines for the procedure pertaining to the Offer, as prescribed by SEBI from time to time;
- hhhh) To coordinate with the Sponsor Bank(s), SCSBs, Stock Exchanges, Book Running Lead Managers, Registered Brokers, Banker(s) to the Offer, National Payment Corporation of India, and other parties as may be required, for completing the post Offer related formalities in relation to the Offer, in accordance with Applicable Law;
- iiii) To assist the Company to identify and allot the Equity Shares to the eligible employees of the Company who bid under the reservation portion, if applicable;
- jjjj) To correctly validate and allot the shares in the reservation category based on the list of employees provided by Company, if applicable;
- kkkk) To validate the Bids and process rejections and Allotment of Equity Shares in accordance with the disclosures in the Red Herring Prospectus and Prospectus and Applicable Law;

- lIIII) To submit the details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges in the manner set out in the SEBI RTA Master Circular, as amended, from time to time. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder;
- mmmmm) To submit bank-wise details of pending applications to SCSBs for unblocking of Bids made through the UPI Mechanism, along with the allotment file, not later than 6:30 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Law). The Allotment file shall include all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment cancelled / withdrawn / deleted applications etc;
- nnnnn) Obtaining certification of compliance from the SCSBs for completion of unblocking of funds on the Working Day subsequent to the finalization of Basis of Allotment and providing the same to the Book Running Lead Managers for onward submission to the SEBI as and when sought.
10. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the SEBI RTA Master Circular and RTA Regulations and for the minimum duration prescribed under Applicable Laws, including, without limitation, the following:
- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept Bids 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 Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank(s) or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Offer / Escrow Collection Banks;
 - (b) all the electronic records including reconciled data bank schedules and certificates relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the Book Running Lead Managers and the Designated Intermediaries;
 - (c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
 - (d) particulars relating to all the rejected / withdrawn/ unsuccessful Bids and details of Bids including Bids in the electronic file which do not get validated for the DP ID / Client ID / UPI ID and / or PAN with the depository database;
 - (e) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company and the Selling Shareholders in consultation with the Book Running Lead Managers and the Designated Stock Exchange, along with relevant annexures and details;
 - (f) Demographic Details obtained from the concerned Depositories;

- (g) terms and conditions of the Offer of the Equity Shares;
- (h) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- (i) list of names of successful Bidders and unsuccessful Bidders, including successful and unsuccessful ASBA Bidders;
- (j) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- (k) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts against valid Bids, and the refunds to be returned / unblocked to the Bidders;
- (l) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Book Running Lead Managers and the Designated Intermediaries;
- (m) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (n) 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;
- (o) Allotment Advice as applicable dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- (p) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids;
- (q) reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank(s), SCSBs, Book Running Lead Managers and the Banker(s) to the Offer and reconciliation between funds deposited with the Banker(s) to the Offer / Escrow Collection Bank(s) or any of their correspondent banks and total of amounts stated in Bid cum Application Forms and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (r) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations, and the Companies Act, and revalidation and issue of duplicate refund orders;
- (s) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI, direct credit etc. as applicable;
- (t) details of demand drafts issued, if any;
- (u) records of correspondence in respect of investor complaints, grievances or queries;
- (v) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID and Client ID details;

- (w) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;
- (x) records of pre-printed Offer stationery, including CAN, revised CAN, Allotment Advice, refund warrants and duplicate refund intimations showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (y) complaint register containing details of the date of receipt of complaint, particulars of the complainant, nature of complaint, date of disposal and manner in which disposed. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (z) such other records as may be specified by SEBI, the Company, the Selling Shareholders, the SCSBs, Syndicate Members and / or the Book Running Lead Managers for carrying on the activities as Registrar to the Offer; and
- (aa) particulars relating to the requisite money to be transferred to the Company and the Selling Shareholders' accounts against valid Bids.

In addition to the above, the Registrar shall procure and retain physical Bid cum Application Forms, if any, submitted with UPI as a payment mechanism to Designated Intermediaries, after the completion of 6 (six) months from the date of submission of such physical Bid cum Application Forms to Designated Intermediaries. In addition, the Registrar shall ensure that such Designated Intermediaries shall, at all times, maintain the electronic records relating to electronic Bid cum Application Forms submitted with UPI as a payment mechanism, for a minimum period of 3 (three) years, or such longer period as may be prescribed under Applicable Law.

The Registrar shall preserve all aforesaid records and documents for a minimum period of 8 (eight) years or any longer period prescribed under Applicable Law from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer. The Registrar shall provide the Company, the Selling Shareholders and the Book Running Lead Managers, or any of their respective assigns with any report that is required by them using the information specified above in a timely manner.

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

“**Confidential Information**” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the Book Running Lead Managers and the Company and the Selling Shareholders, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel and officers and auditors and advisors of the Company or the Selling Shareholders, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the Book Running

Lead Managers, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, depository participants, disputes and grievances, any details of intellectual property rights, formulations, trade secrets in any form or manner, know how 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, trade secrets in any software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their Affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement.

The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

The provision of this Clause 10 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

12. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to the Sponsor Bank(s), Escrow Collection Bank(s) or SCSBs and/or Banker(s) to the Offer to unblock the bank accounts of the respective ASBA Bidders and/or release of funds from the Escrow Account(s) as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange dispatch of refund orders without delay, including providing the Banker(s) to the Offer, Escrow Collection Bank(s) with details of the monies or any surplus amount to be refunded/unblocked to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Banker(s) to the Offer, Sponsor Bank(s) Refund Bank(s), including any of their correspondent banks, if any.
13. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs or other Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
14. The Registrar shall ensure that:
 - a. investors shall be sent the first response within 3 (three) Working Days after receipt of complaint or enquiry as may be prescribed under Applicable Law provided however that, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
 - b. the enquiries and / or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - c. in accordance with Applicable Laws, ensure the timely unblocking of funds, or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn) and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 5:00 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Law). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on

the day after the finalization of the Basis of Allotment or such other timeline as may be prescribed under Applicable Law;

- d. the Registrar has a proper system to track, address and redress investor complaints;
 - e. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking / refund of funds without delay and as per Applicable Law;
 - f. For the electronic Bids which are rejected as invalid because of DP ID / UPI ID / Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Sponsor Bank/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;
 - g. It will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
 - h. uniform procedure is followed for the processing of Bid cum Application Forms;
 - i. it shall provide status update at periodic intervals to the Book Running Lead Managers, the Company and the Selling Shareholders, including updates on the nature and status of all investor grievances;
 - j. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
 - k. it maintains an insider list in accordance with the directions of the Company.
15. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors or the Company or the Selling Shareholders;
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading;
 - (e) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws;
 - (f) neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any

action in furtherance of an issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws; and

- (g) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.
16. The Registrar confirms that it along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
17. The Registrar acknowledges and shall comply with the SEBI circular IMD/FPIC/CIR/P/2018/114 dated July 13, 2018 in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 (“**FPI Regulations**”), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below 10% (ten percent) of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
18. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
- (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
- (b) it 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;
- (c) it will immediately notify the Book Running Lead Managers, the Company and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
- (d) 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;

- (e) it shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement;
 - (f) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
 - (g) it has formulated and implemented a comprehensive policy framework, approved by its board of directors, and is in compliance with the SEBI RTA Master Circular; and
 - (h) It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company, the Selling Shareholders and Book Running Lead Managers are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar or its ability to perform its obligation under the Assignment. The Registrar further confirms that it shall endeavour to render its services as the Registrar to the Offer under the terms set out in this Agreement, in compliance with any governmental and/or statutory regulations issued in connection with any pandemic and in particular in respect of COVID-19.
19. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
20. Immediately on receiving the instructions from the Company, the Selling Shareholders and / or the Book Running Lead Managers as the case may be in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to unblock the ASBA Accounts and / or dispatch all the refund orders, as applicable, within the period specified in the Offer Documents and Cash Escrow and Sponsor Bank Agreement. If the Company and / or the Selling Shareholders, as the case may be, are liable or required to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs or the Sponsor Bank(s), as the case may be, to unblock bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company and the Selling Shareholders and/or the Book Running Lead Managers or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company Indemnified Parties and the Selling Shareholder Indemnified Parties for the cost incurred by the Company and / or the Selling Shareholders in paying interest, compensation, damages, loss, as per the Applicable Law. If the Company Indemnified Parties and, the Selling Shareholder Indemnified Parties or the Book Running Lead Manager Indemnified Parties are made liable to compensation / damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time / reasonable time / time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company Indemnified Parties, the Selling Shareholder Indemnified Parties or the Book Running Lead Manager Indemnified Parties for such compensation / damage, loss etc., incurred by the Company Indemnified Parties, the Selling Shareholder Indemnified Parties or the Book Running Lead Manager Indemnified Parties, as the case may be.

21. In case of refunds through electronic means like NACH, NECS, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
22. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the Book Running Lead Managers and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and the Selling Shareholders) until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares, etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and the Selling Shareholders, as the case may be. The Company and the Selling Shareholders agree that they will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 20 below). 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/or the Selling Shareholders as applicable.
23. The Registrar will handle the Offer related work from its office at C – 101, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, 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.
24. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters / Allotment / Allocation Advice, share certificate etc. within 2 (two) Working Days from the Bid / Offer Closing Date. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders 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 Selling Shareholders, as applicable. Any amount paid by the Company in relation to the above, on behalf of the Selling Shareholders, shall be reimbursed by the Selling Shareholders to the Company in accordance with the terms of the Cash Escrow and Sponsor Bank Agreement.
25. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily such that allotment is completed within prescribed timeline. The Company and the Selling Shareholders, to the extent of their respective portion of the Offered Shares, shall also extend all necessary assistance to the Registrar in such matters.
26. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediaries and co-ordinate with Designated Intermediaries for unblocking of investors' funds and other related formalities.
27. The Registrar shall extend all necessary support to the Company, the Selling Shareholders, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated

Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI process.

28. The Offer stationery including CAN, revised CAN (if applicable), certificates, letters of Allotment, Allotment / Allocation Advice and refund orders/intimation envelopes etc. shall be kept ready and handed over to the Registrar by the Company and /or Book Running Lead Managers within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable law and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and the Refund Bank.
29. The Registrar will finalize various post – Offer monitoring reports such as the initial post Offer report, the final post – Offer monitoring report, along with relevant documents / certificates, in consultation with the Book Running Lead Managers and the Company, to be submitted to the SEBI within the stipulated time.
30. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Sponsor Bank/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, UPI ID, DP ID or Client ID and investor complaints/grievances.
31. The Registrar will provide all the relevant statements/ reports to ensure commencement of trading within timelines mentioned in the Offer Documents and Applicable Laws, in consultation with the Company, the Selling Shareholders and the Book Running Lead Managers.
32. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and/or the Selling Shareholders and shall share the same with the Company and the Selling Shareholders within three days from the date of receipt of request from the Company and the Selling Shareholders and also agrees to return the excess funds to the Company and the Selling Shareholders, as applicable, in accordance with Applicable Law. Each of the Selling Shareholders shall reimburse the Company, any amounts paid by the Company on behalf of the respective Selling Shareholders in relation to the Offer in the manner agreed in the Offer Agreement.
33. The Registrar will also carry-out the following activities:
 - i. Liaise with the Selling Shareholders, in consultation with the Book Running Lead Managers, to ensure that the Offered Shares are transferred to a demat Escrow Account in accordance with the relevant Share Escrow Agreement and to ensure that the transfer of the Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner.
 - ii. Give instruction to transfer/unblock the funds from the Escrow Account/SCSBs to the Public Offer Account, for eventual credit to the Company and the Selling Shareholders, as applicable.
34. The Company and the Selling Shareholders agree that the formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.

35. The Registrar shall provide such information and data as required by the Book Running Lead Managers with intimation to the Company and the Selling Shareholders and provide certificates as requested by the Book Running Lead Managers, including at the stage of closure of the Offer, rejection of Bids, etc.
36. The Company and/or the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc., if so desired. For the avoidance of doubt, irrespective of whether such insurance policy is taken or not, the Registrar will not be absolved of its liability or responsibility under this Agreement.
37. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by force majeure as may be agreed to between the Parties, any of the Parties 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 are required to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 (fifteen) Working Days from the date on which the event of force majeure occurs or fail to mutually agree to terminate this Agreement, then any of the Parties shall be entitled to terminate this Agreement by giving 15 (fifteen) Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement. The Company and the Selling Shareholders (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.
38. The Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, will be entitled to terminate this Agreement with immediate effect in the event the Registrar's Certificate of Registration with the SEBI is suspended / cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities, or accessing capital markets or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
39. In the event the Company and the Selling Shareholders, in consultation with the Book Running Lead Managers, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid in accordance with the Offer Agreement, only to the extent of services rendered by it until such termination. Further, the Company and the Selling Shareholders may, jointly or severally, terminate this Agreement with or without cause, upon giving 7 (seven) Working Days' notice to the Registrar of its intention to so terminate the Agreement; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholders in writing. It is also clarified that, if any of the Selling Shareholders withdraw its respective portion of the Offer for Sale from the Offer, this Agreement shall stand terminated with respect to such Selling Shareholder. It is clarified that termination of this Agreement by one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholders.
40. If this Agreement is ever terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company, Book Running Lead Managers and the Selling Shareholders or their newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.

41. The Registrar shall redress complaints of the Bidders (including ASBA Bidders) within 3 (three) days of receipt of the complaint during the currency 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 Master Circular and RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Selling Shareholders to the extent of their respective portion of the Offered Shares, shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, the Selling Shareholders and the Book Running Lead Managers in a mutually agreeable format provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds in the ASBA Accounts shall be provided daily. Similar status reports shall also be provided to the Company and the Selling Shareholders, as and when required.
42. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations, 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 and the Selling Shareholders in any other business of the Company and the Selling Shareholders in any manner whatsoever.
43. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default / error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost to rectify such defaults and non-performance of services and redress such deficiencies within 2 (two) Working Days of receipt of written notice of such breach by the other Parties and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company Indemnified Parties, the Selling Shareholder Indemnified Parties, the Book Running Lead Managers and their respective directors, officers, employees, representatives and successors and their respective permitted agents and advisors and each of the Book Running Lead Manager Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders, severally and not jointly, shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) Working Days of receipt of written notice of such breach by the Company and/or the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within 3 (three) Working Days upon being instructed by the Company and/or the Book Running Lead Managers transfer all the documents in their possession including those related to the Equity Shares (including the Offered Shares), to any other registrar / depository as instructed by the Company, the Selling Shareholders and / or the Book Running Lead Managers.
44. The Registrar shall act with due diligence, care and skill while discharging the Assignment and discharge its obligations under the Assignment to the Company and Selling Shareholders with reasonable and proper duty of care. The Registrar unconditionally and irrevocably undertakes and agrees that it shall at its own cost indemnify and keep indemnified, defend and hold harmless each of the Book Running Lead Manager Indemnified Parties, the Company Indemnified Parties and the Selling Shareholder Indemnified Parties, their respective affiliates, directors, officers, employees, and successors and their respective agents and advisors (individually referred to as the "**Indemnified Party**" and collectively as "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, costs, interest, awards, judgements, charges, expenses and interests, legal expenses (including attorney fee and court costs), accounting fee, investigation

costs and all other demands which may be made or commenced against the Indemnified Parties by any Bidders (including ASBA Bidders) or any holder of the Equity Shares issued or any other third party against the Indemnified Parties including arising out of or in connection with:

- (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions of this Agreement;
- (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
- (iii) any delay, failure, error, omission, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;
- (iv) any fine imposed by the SEBI or any other governmental, regulatory, statutory, judicial, quasi-judicial, administrative authority against any of the Indemnified Parties; or
- (v) if any information provided to the Company, the Selling Shareholders or the Book Running Lead Managers is untrue, incomplete or incorrect in any respect

or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligations on the part of the Registrar or any of its officers, employees or agents or of any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, statutory, quasi-judicial, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory judicial, quasi-judicial governmental, administrative and /or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar, and where the Registrar has made all efforts and has not acted negligently or committed an act of wilful misconduct.

45. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability or loss arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Law, including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and / or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of misconduct, provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of

the services contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, regulatory, statutory, quasi-judicial, governmental action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law.

46. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, Registrar is authorised by other parties to this agreement to communicate electronically with themselves / Book Running Lead Managers and all third parties on all matters related to the Assignment. Accordingly, the Company and Selling Shareholders agree that Registrar shall have no liability towards them for any loss arising directly from the use of electronic communications, except where caused by its own negligence.
47. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the “**Letter of Indemnity**”) in the format set out in **Schedule V** to the Book Running Lead Managers to indemnify each of the Book Running Lead Manager Indemnified Parties as agreed upon therein. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM’s Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and agrees that all terms and conditions specified in this Agreement shall apply to the Letter of Indemnity, wherever, and to the extent applicable, and that entering into this Agreement for performing its services to the Company is sufficient consideration for the Letter of Indemnity.
48. The Registrar may have to provide certain information regarding the Bidders (including ASBA Bidders) as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
49. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered / speed post/courier/ email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered / speed post on expiration of 3 (three) Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, if given by courier on the delivery date mentioned in the proof of delivery, and if given by email with confirmed deliver, receipt.

All notices to the Parties shall be addressed as under:

To the Registrar:

Link Intime India Private Limited

C-101, 247 Park

LBS Marg

Vikhroli (West)

Mumbai 400 083

Maharashtra, India

Tel: 022 49186000

Email: haresh.hinduja@linkintime.co.in

Attention: Haresh Hinduja - Head-Primary Market

To the Company:

Unicommerce eSolutions Limited (formerly known as Unicommerce eSolutions Private Limited)

Registered office:

Mezzanine Floor, A-83,
Okhla Industrial Area, Ph-II,
New Delhi 110 020, India

Email: companysecretary@unicommerce.com

Attention: Company Secretary and Compliance Officer

To the Selling Shareholders:

Please refer to **Schedule I** below for contact details.

50. Any change in the above shall be intimated by the Party concerned to the other Parties 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.
51. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within 7 (seven) days by the other Party(ies) and shall also be reported to the Company, the Selling Shareholders and the Book Running Lead Managers immediately.
52. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards its existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement (“**Dispute**”), the parties to the Dispute (“**Disputing Parties**”) shall attempt in the first instance to resolve such Dispute amicably through negotiations between the Disputing Parties. In the event that such Dispute cannot be resolved through negotiations within a period of thirty (30) days of commencement of negotiations on the Dispute (or such longer period as the Disputing Parties may agree in writing), then any of the Disputing Party shall, by notice in writing to each other, refer the Dispute to an institutional arbitration in India, 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 circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 (“**SEBI ODR Circulars**”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat of such institutional arbitration shall be Mumbai, India. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 51.

The arbitration shall be conducted as follows:

- i. the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIARules**”). The MCIARules are incorporated by reference into this Clause 51 and capitalized terms used in this Clause 51

which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;

- 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 in Mumbai, India and the seat and venue of arbitration shall be 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 arbitrators shall appoint the third or the presiding arbitrator. In the event that there are more than two Disputing Parties, then such arbitrators shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 (“**Arbitration and Conciliation Act**”). Each of the arbitrators so appointed shall have at least 5 (five) years of relevant experience in the area of securities and/or commercial laws;
 - v. arbitrators shall use their best efforts to produce a final, conclusive and binding award within 12 (twelve) months from the date the arbitrators enter upon reference, as prescribed under the Arbitration and Conciliation Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitration award is not passed within such 12 (twelve) month period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties;
 - vi. the arbitrators shall have the power to award interest on any sums awarded;
 - vii. the arbitration award shall state the reasons in writing on which it was based;
 - viii. 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;
 - ix. the Disputing Parties shall share the costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - x. the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
 - xi. the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement.
53. Any reference made to the arbitration tribunal under Clause 51 of this Agreement shall not affect the performance of the terms, other than the terms relating to the matter under arbitration, by the Parties under this Agreement.
54. Nothing in Clause 51 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief in accordance with Applicable Law.
55. The Parties agree that subject to the provisions of Clause 51 of this Agreement, the courts in Mumbai India shall have sole and exclusive jurisdiction for all matters arising out of the arbitration proceedings mentioned hereinabove, including with respect to grant of interim and/or appellate reliefs, brought under the arbitration proceedings mentioned hereinabove, in accordance with the Arbitration and Conciliation Act.

56. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
57. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 (eighteen) months from the date of closing of the Offer, provided that Clauses 5(b), 6, 8, 9, 10, 11, 12, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and this Clause 57 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar, whether in physical copies or soft copies shall be handed over to the Company or the Selling Shareholders within one month from the date of termination of this Agreement or within one month from the date of cancellation of registration as a registrar, whichever is earlier.
58. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, the Selling Shareholders and / or the Book Running Lead Managers.
59. The Registrar shall not assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.
60. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
61. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative provided that if the size of the Offer for Sale or the number of the Offered Shares offered by any of the Selling Shareholders changes between the date of filing of the DRHP and the date of the RHP, references in this Agreement to the Offered Shares proposed to be sold by the Selling Shareholder(s) shall be deemed to have been revised on the execution by the Selling Shareholder(s) of an updated authorization/consent letter, specifying the revised size of the Offer for Sale/ Offered Shares. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
62. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. This Agreement may be executed by delivery of a .PDF format copy of an executed signature page 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.

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

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

SIGNED FOR AND ON BEHALF OF UNICOMMERCE ESOLUTIONS LIMITED



Name: Anurag Mittal

Designation: Chief Financial Officer

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

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

SIGNED FOR AND ON BEHALF OF ACEVECTOR LIMITED (*FORMERLY KNOWN AS SNAPDEAL LIMITED*)



Name: Smriti Subramanian

Designation: Group General Counsel

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

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

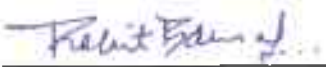
SIGNED FOR AND ON BEHALF OF B2 CAPITAL PARTNERS



Name: Kunal Bahl

Designation: Partner

SIGNED FOR AND ON BEHALF OF B2 CAPITAL PARTNERS



Name: Rohit Kumar Bansal

Designation: Partner

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

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

SIGNED FOR AND ON BEHALF OF SB INVESTMENT HOLDINGS (UK) LIMITED



A handwritten signature in dark ink, appearing to read 'Adam Westhead', is written over a horizontal line.

Name: Adam Westhead

Designation: Director

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

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

SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED

A handwritten signature in blue ink, appearing to read 'Dnyanesh Gharot', is written over a circular purple stamp. The stamp contains some illegible text and a central emblem.

Name: Dnyanesh Gharot


Designation: Vice President

SCHEDULE I

LIST OF SELLING SHAREHOLDERS

Sl. No.	Name of Selling Shareholder	Particulars	Number of Offered Shares	Date of consent letter	Date of board resolution/ authorization
1.	ACEVECTOR LIMITED (FORMERLY KNOWN AS SNAPDEAL LIMITED)	Address: Mezzanine Floor, A-83, Okhla Industrial Area, Okhla Phase II, New Delhi 110020, India Tel No: 0124-4739850 E-mail: companysecretary@snapdeal.com Attention: Smriti Subramanian	Up to 1,14,59,840 Equity Shares	January 5, 2024	January 5, 2024
2.	B2 CAPITAL PARTNERS	Address: 105 Tatvam Villas, Sector 46, Sohna Road, Gurugram 122018, Haryana, India Tel No: +91-9868792172 E-mail: legal@titancapital.vc Attention: Mr. Kunal Bahl and Mr. Rohit Kumar Bansal	Up to 22,10,406 Equity Shares	January 5, 2024	N.A.
3.	SB INVESTMENT HOLDINGS (UK) LIMITED	Address: 69, Grosvenor Street, London, W1K 3BP, United Kingdom Tel No: +44 0207 629 0431 E-mail: SBGI-Notice@softbank.com Attention: Adam Westhead (Director, Legal, Co-Head Strategic Transactions)	Up to 1,61,70,240 Equity Shares	January 5, 2024	January 5, 2024

SCHEDULE II

<p>निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता</p>	<p>प्रकार B FORM B</p>	<p>REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS</p>
<p>भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8) Regulation 8A</p>		
<p>001372</p> <p>रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION PERMANENT REGISTRATION</p>		
<p>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</p> <p>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</p>		
<p>LINK INTIME INDIA PVT. LTD. C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE PANNALAL SILK MILLS COMPOUND L.B.S. MARG, BHANDUP (WEST) MUMBAI 400 078</p>		
<p>को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिरिचि है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।</p> <p>as registrars to an issue and share transfer agent in Category I/registrars to an issue/share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.</p>		
<p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड INR000004058 है।</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is INR000004058. This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p>		
<p>III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमय्य है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
<p>MUMBAI</p> <p>स्थान Place</p>		<p>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</p> <p><i>B.K. Gupta</i> B. K. GUPTA</p>
<p>JULY 15, 2014</p> <p>तारीख Date</p>	<p>प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory</p>	
<p>*Delete whichever is not applicable</p>		

SCHEDULE III

SCHEDULE OF FEES

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

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

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

Escrow Demat account charges- Rs 50,000/-

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/-

Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed, provided that the prior consent of the Company has been obtained.

Applicable taxes would be levied separately.

SCHEDULE IV

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT AMONG THE COMPANY AND THE REGISTRAR TO THE OFFER

	Activity	Party Responsible
I.	PRE- OFFER WORK	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company and the Selling Shareholders, in consultation with the Book Running Lead Managers
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations	Company in consultation with the Book Running Lead Managers /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Book Running Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Book Running Lead Managers/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	OFFER WORK	
1.	Expediting dispatch of final certificate from controlling branches of SCSB, Sponsor Bank and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s)	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
4.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Managers to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
5.	Informing Stock Exchange/SEBI and providing necessary certificates to Book Running Lead Managers on closure of Offer	Company/Registrar
6.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/Company/Book Running Lead Managers
7.	Sending the electronic bid file for NIBs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange	Registrar
8.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar

	Activity	Party Responsible
10.	Reconciliation of number of applications, securities applied, and money blocked with final certificate received from the SCSB or the Sponsor Bank, as the case may be.	Registrar
11.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Offer, Sponsor Bank and SCSBs.	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
13.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
14.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs	Registrar
15.	Eliminating invalid Bids and Bids below Offer Price	Registrar
16.	Uploading of beneficiary account details to Depositories	Registrar
17.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
18.	Preparation of inverse number for applicable categories	Registrar
19.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Book Running Lead Managers and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
20.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares offered under OFS and receive confirmation from the Depositories	Registrar
21.	Finalizing basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/Registrar
22.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
23.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
24.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
25.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
26.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid;	Registrar

	Activity	Party Responsible
	(b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid; (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account; (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts; (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and UPI Bidders, along with reasons for rejection of the Bids.	
27.	Unblocking the relevant bank account for: i) Transfer of requisite money to the Public Offer Account against each valid Bid cum Application Form ii) Rejection or unsuccessful Bid cum Application Forms	SCSB/ Sponsor Bank
28.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
29.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
30.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
31.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
32.	Scrutiny and processing of Bids received from the Designated Intermediaries	Registrar
33.	Printing of Allotment Advice, for refunding application money	Registrar
34.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered Post	Registrar
35.	Printing of distribution schedule for submission to Stock Exchange	Registrar
36.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
37.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
38.	Sending refund orders, as applicable, and refund to Bidders	Registrar
39.	Offer of duplicate refund orders, as applicable	Registrar
40.	Revalidation of refund orders, as applicable	Registrar
41.	Overprinting of Allotment advice, intimation and refund orders	Registrar
42.	Mailing of documents by registered post	Registrar
43.	Binding of application forms, application schedule and computer outputs	Registrar
44.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
45.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
46.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead Managers in

AMENDMENT TO THE REGISTRAR AGREEMENT

DATED JULY 16, 2024

BY AND AMONGST

**UNICOMMERCE ESOLUTIONS LIMITED (FORMERLY KNOWN
AS UNICOMMERCE ESOLUTIONS PRIVATE LIMITED)**

AND

THE SELLING SHAREHOLDERS LISTED IN SCHEDULE I

AND

LINK INTIME INDIA PRIVATE LIMITED

This amendment agreement to the Registrar Agreement dated January 5, 2024 (“**Registrar Agreement**”) is entered into on July 16, 2024 (the “**Amendment Agreement**”) at New Delhi among:

UNICOMMERCE ESOLUTIONS LIMITED (formerly known as Unicommerce eSolutions Private Limited), a company incorporated under the Companies Act, 1956, bearing CIN U74140DL2012PLC230932 under the laws of India, whose registered office is situated at Mezzanine Floor, A-83, Okhla Industrial Area, Ph-II, New Delhi, 110 020, 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**;

AND

SELLING SHAREHOLDERS, as set out in **Schedule I** of this Amendment Agreement (hereinafter referred to individually as “**Selling Shareholder**” and collectively as the “**Selling Shareholders**”, which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors and permitted assigns, of the **SECOND PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 247 Park, LBS Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

In this Amendment Agreement, the Company, the Selling Shareholders, and the Registrar are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Pursuant to a resolution passed by the board of directors of the Company (the “**Board of Directors**”) on January 3, 2024 approving the initial public offering of equity shares of face value of ₹1 each of the Company (the “**Equity Shares**” and such offering of the Equity Shares, the “**Offer**”) pursuant to an offer for sale of Equity Shares by the Selling Shareholders (the “**Offer for Sale**”), the Company filed the draft red herring prospectus dated January 5, 2024 (the “**DRHP**”) in relation to the Offer with the Securities and Exchange Board of India (“**SEBI**”) which stated that the Offer would comprise an Offer for Sale of such number of Equity Shares by AceVector Limited (*formerly known as Snapdeal Limited*) (“**AceVector**”), B2 Capital Partners, and SB Investment Holdings (UK) Limited.
- B. Each of Selling Shareholders had, pursuant to their respective consent letters and/or respective board/ committee resolutions, as applicable, consented to participate in the Offer. Further, the Board of Directors had in its meeting held on January 5, 2024, taken on record the consents received from each of the Selling Shareholders in relation to their participation in the Offer for Sale.
- C. Post filing of the DRHP, B2 Capital Partners vide their letter dated July 14, 2024 have withdrawn their entire portion of Offered Shares aggregating up to 22,10,406 Equity Shares from the Offer for Sale. Further, AceVector, pursuant to its letter dated July 14, 2024, has reduced its portion of the Offered Shares from up to 1,14,59,840 Equity Shares to up to 94,38,272 Equity Shares. The withdrawal of B2 Capital Partners from the Offer for Sale and the reduction in the portion of the Offered Shares offered by AceVector has been approved

and taken on record by the Board of Directors vide its resolution dated July 15, 2024. Accordingly, the Board of Directors has approved the Offer for Sale of up to 2,56,08,512 Equity Shares pursuant to its resolution dated July 15, 2024 read with its resolutions dated January 3, 2024 and January 5, 2024.

- D. The Registrar Agreement is required to be amended in lieu of withdrawal of B2 Capital Partners from the Offer for Sale, and accordingly, the Parties wish to enter into this Amendment Agreement to the Registrar Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. Definitions and interpretation

- 1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Registrar Agreement, as the context requires.
- 1.2. Rules of interpretation set out in Clause 1 of the Registrar Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- 1.3. This Amendment Agreement shall constitute a part of, and shall be read together with, the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement. The Registrar Agreement read along with the Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Registrar Agreement and all terms and conditions of the Registrar Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.
- 1.4. In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. Amendments to the Registrar Agreement

- 2.1. **Schedule I** to the Registrar Agreement referred to in Recitals (A) and (D) and Clause 49 of the Registrar Agreement shall be replaced with the revised Schedule I to this Amendment Agreement.
- 2.2. The Parties agree that the existing Clause 9(cc) of the Registrar Agreement stands amended and replaced with the following:
- “To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Red Herring Prospectus and Prospectus and rejecting such applications in consultation with the Company and the Book Running Lead Managers. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures;”*
- 2.3. The Parties agree that the existing Clause 9(yy) of the Registrar Agreement stands amended and replaced with the following:

“To provide exceptions to enable the Company and the Book Running Lead Managers to take decision on the Bids;”

- 2.4. The Parties agree that the existing Clause 9(hhh) of the Registrar Agreement stands amended and replaced with the following:

“To provide correct data in time and in no event less than 2 (two) Working Days from the Bid/ Offer Closing Date, or such earlier time as may be prescribed under Applicable Law, to enable the Company, in consultation with the Book Running Lead Managers, to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;”

- 2.5. The Parties agree that the existing Clause 9(iii) of the Registrar Agreement stands amended and replaced with the following:

“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 Book Running Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Basis of Allotment and to assist the Company and the Selling Shareholders 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 in accordance with the timeline prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Offer share capital (except the Offered Shares), in accordance with and within the timelines prescribed under the SEBI ICDR Regulations and to receive confirmation of lock-in within such time as may be prescribed under Applicable Law, instructions to Sponsor Bank(s), SCSBs/Escrow Collection Bank(s) for unblocking/transferring of funds to the Public Offer Account or Refund Account, as the case may be, within such timelines from the Bid/Offer Closing Date as prescribed under Applicable Law. For any delay attributable to the Registrar, the Registrar will be held responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Book Running Lead Manager Indemnified Parties, the Company Indemnified Parties and each of the Selling Shareholder Indemnified Parties, for the cost incurred on account of payment of such interest or damages, in the manner set out in this Agreement and the Letter of Indemnity, as applicable;”

- 2.6. The Parties agree that the existing Clause 9(cccc) of the Registrar Agreement stands amended and replaced with the following:

“To dispatch letters of Allotment/ Allotment Advice, refund orders, CAN (if any), unblocking/intimations 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 in consultation with the Company and the Book Running Lead Managers and assist the Company, the Selling Shareholders and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and the Offer Documents and maintaining proper records of such refunds;”

- 2.7. The Parties agree that the existing Clause 10(e) of the Registrar Agreement stands amended and replaced with the following:

“Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company in consultation with the Book Running Lead Managers and the Designated Stock Exchange, along with relevant annexures and details;”

3. Miscellaneous

- 3.1. Except as expressly amended herein, all terms, covenants and conditions of the Registrar Agreement, as amended shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Registrar Agreement, other than the terms amended by this Amendment Agreement, shall apply *mutatis mutandis* to this Amendment Agreement in the manner set forth in the Registrar Agreement.
- 3.2. In case of any contradiction between the provisions of this Amendment Agreement and any of the clauses of the Registrar Agreement, this Amendment Agreement will prevail.
- 3.3. Each Party to this Amendment Agreement represents and warrants that it is duly authorised to execute and deliver this Amendment Agreement and this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.
- 3.4. Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorise the execution and consummation of this Amendment Agreement or have the requisite and proper authorisation to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request so long as reasonably possible to do so.
- 3.5. This Amendment Agreement may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.
- 3.6. If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 3.7. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

3.8. Governing Law

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India, and the courts at Mumbai, India shall have exclusive jurisdiction in all matters arising out of this Amendment Agreement.

3.9. Arbitration

Any Dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Clause 52 of the Registrar Agreement.

3.10. Effective

This Amendment Agreement shall come into effect immediately on the date first mentioned hereinabove.

3.11. Counterparts

This Amendment Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.

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

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

SIGNED for and on behalf of

UNICOMMERCE ESOLUTIONS LIMITED (FORMERLY KNOWN AS UNICOMMERCE ESOLUTIONS PRIVATE LIMITED)



Authorized Signatory

Name: Prankur Chaturvedi

Designation: General Counsel

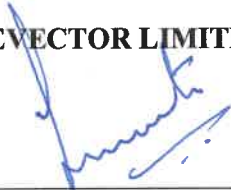


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IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of

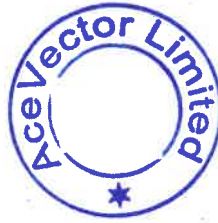
ACEVECTOR LIMITED (FORMERLY KNOWN AS SNAPDEAL LIMITED)



Authorized Signatory

Name: Smriti Subramanian

Designation: Group General Counsel



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

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

SIGNED for and on behalf of SB INVESTMENT HOLDINGS (UK) LIMITED



Authorized Signatory

Name: Adam Westhead

Designation: Director

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

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

SIGNED for and on behalf of

LINK INTIME INDIA PRIVATE LIMITED

A rectangular box containing a handwritten signature in blue ink on the left and a circular blue ink stamp on the right. The stamp contains the text "LINK INTIME INDIA PVT. LTD." around the perimeter and "INDIA" in the center.

Authorized Signatory

Name: Dhawal Adalja

Designation: Vice President - Primary Market

SCHEDULE I

LIST OF SELLING SHAREHOLDERS

Sl. No.	Name of Selling Shareholder	Particulars	Number of Offered Shares	Date of consent letter	Date of board resolution/ authorization
1.	ACEVECTOR LIMITED (FORMERLY KNOWN AS SNAPDEAL LIMITED)	Address: Mezzanine Floor, A-83, Okhla Industrial Area, Okhla Phase II, New Delhi 110020, India Tel No: 0124-4739850 E-mail: companysecretary@snapdeal.com Attention: Smriti Subramanian	Up to 94,38,272 Equity Shares	January 5, 2024, July 14, 2024	January 5, 2024
2.	SB INVESTMENT HOLDINGS (UK) LIMITED	Address: 69, Grosvenor Street, London, W1K 3BP, United Kingdom Tel No: +44 0207 629 0431 E-mail: SBGI-Notice@softbank.com Attention: Adam Westhead (Director, Legal, Co-Head Strategic Transactions)	Up to 1,61,70,240 Equity Shares	January 5, 2024	January 5, 2024

	Activity	Party Responsible
		consultation with the Selling Shareholders
47.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
48.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
49.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
50.	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
51.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company / Registrar in consultation with the Book Running Lead Managers
52.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Managers.	Registrar
53.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
54.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Book Running Lead Managers.	Registrar
55.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
56.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer Book Running Lead Managers	Registrar / SCSBs
57.	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. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, as per the SEBI RTA Master Circular.	Registrar
58.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar

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

the post-Offer process, as may be directed by the Company, the Selling Shareholders or the Book Running Lead Managers, to the Registrar.