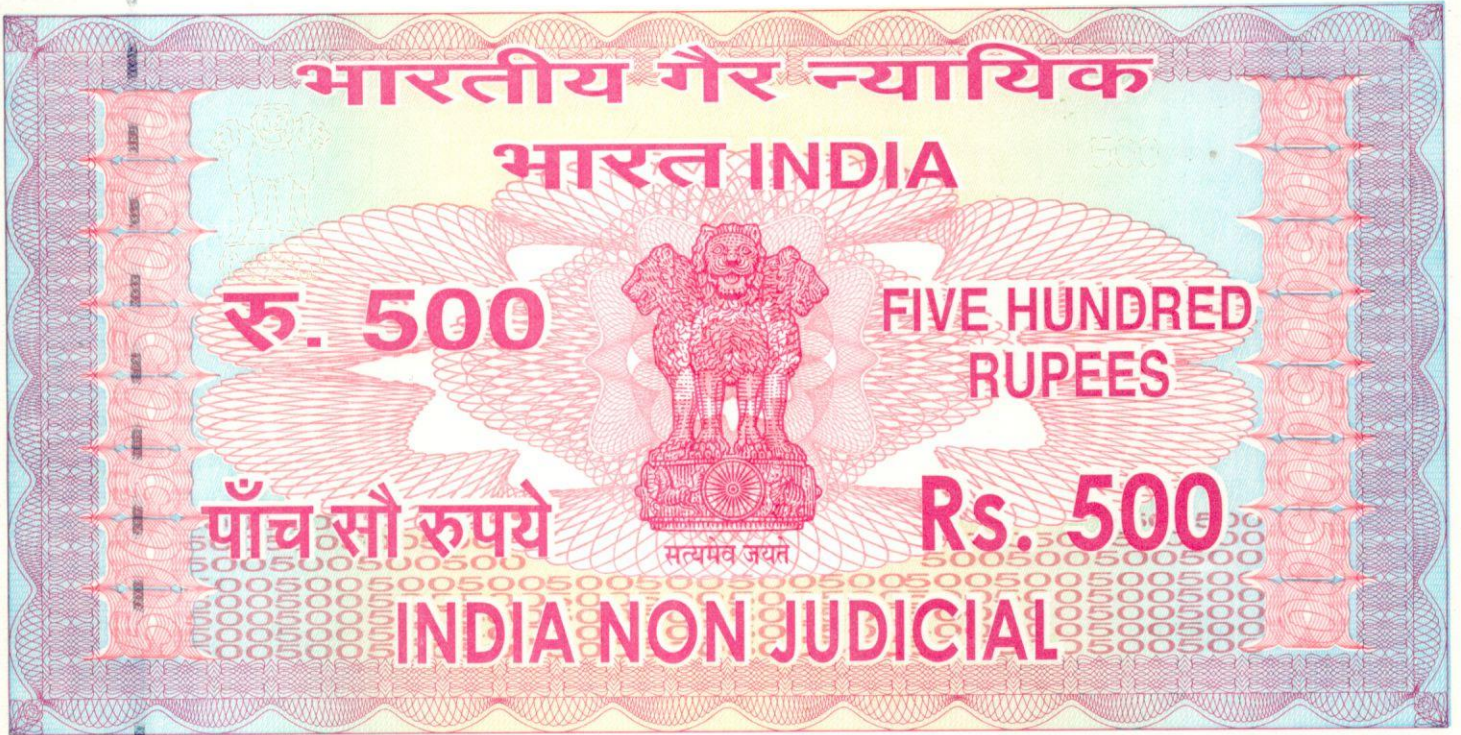



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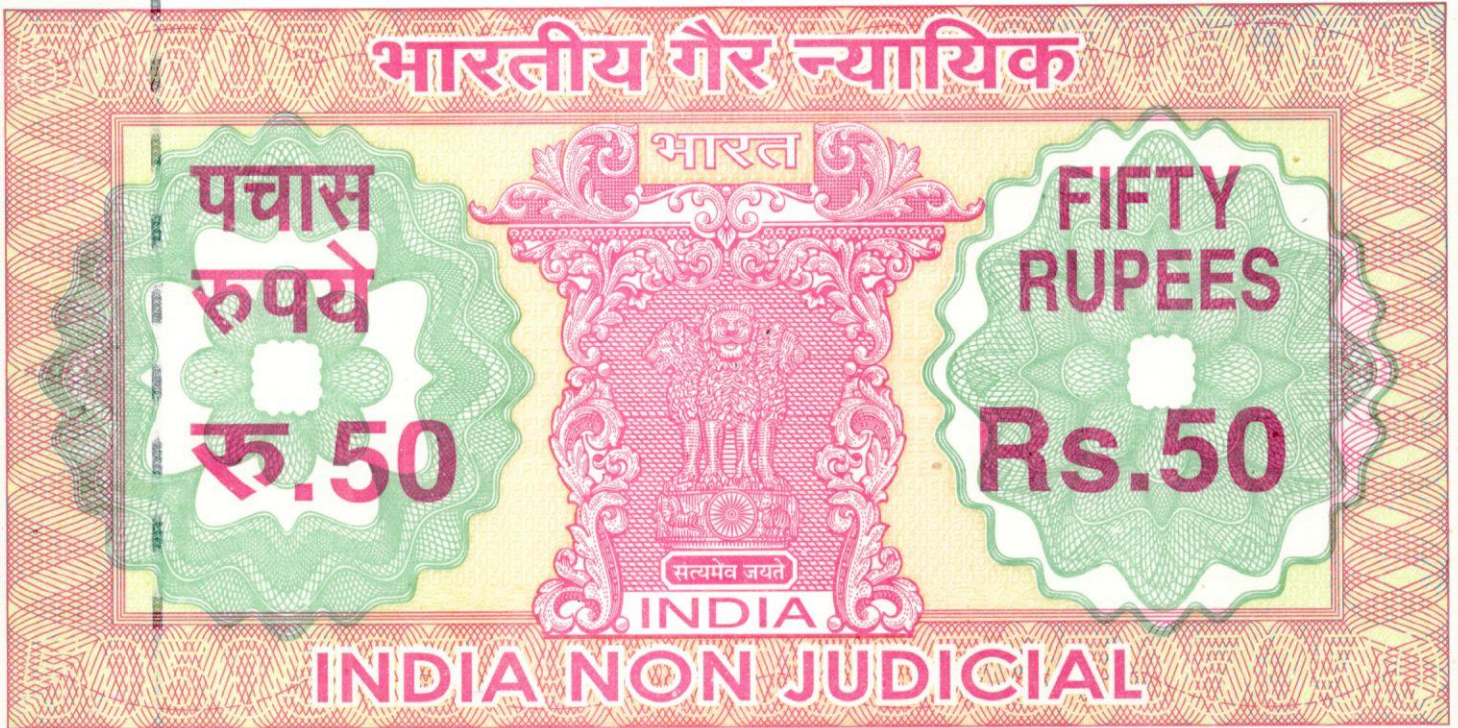
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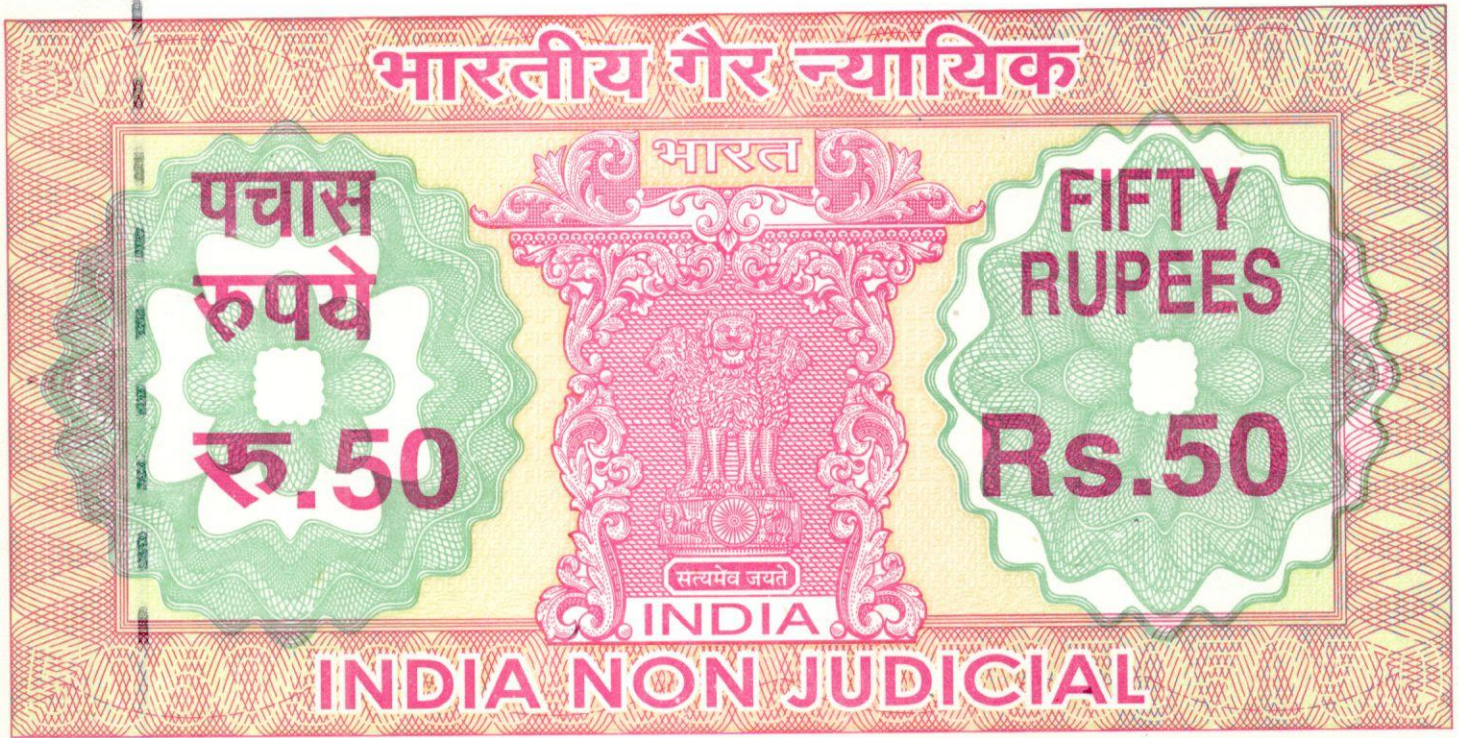
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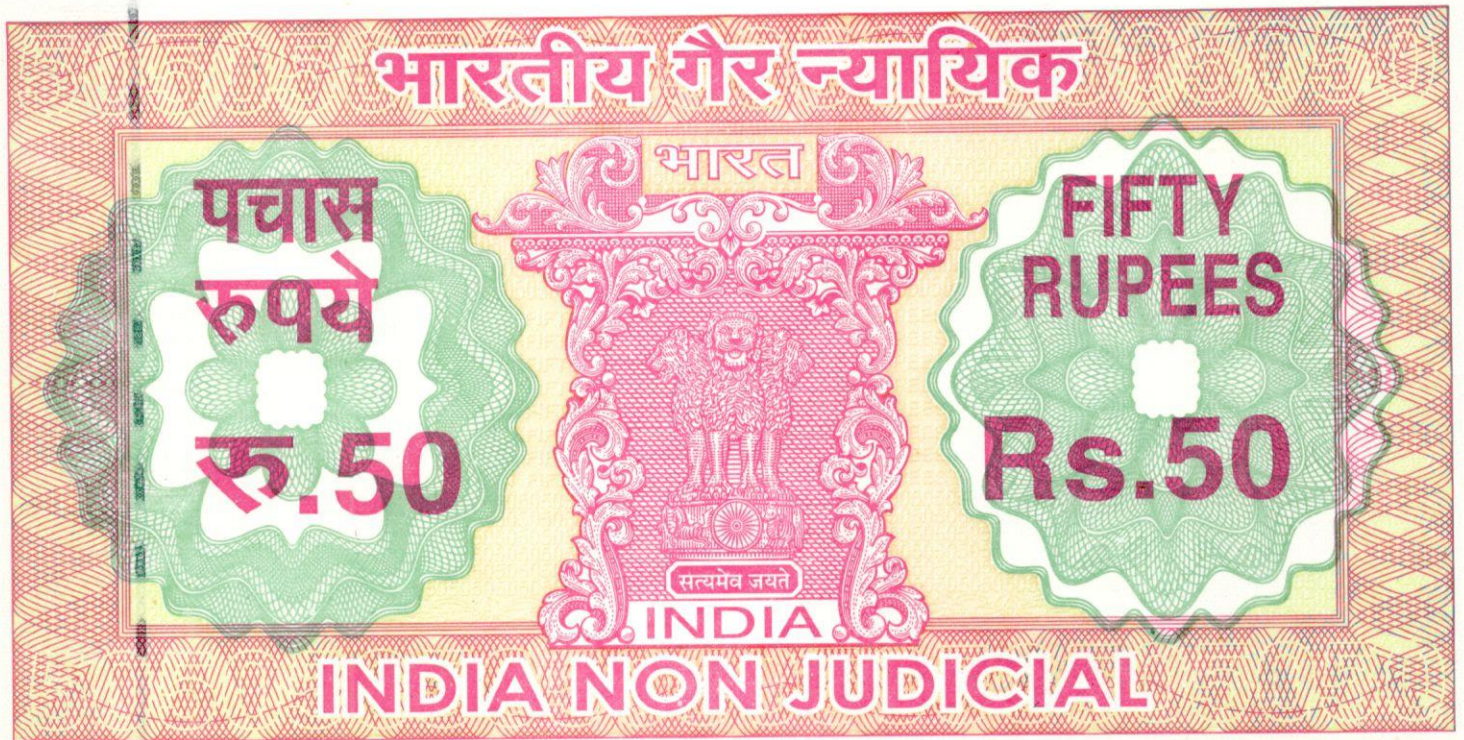
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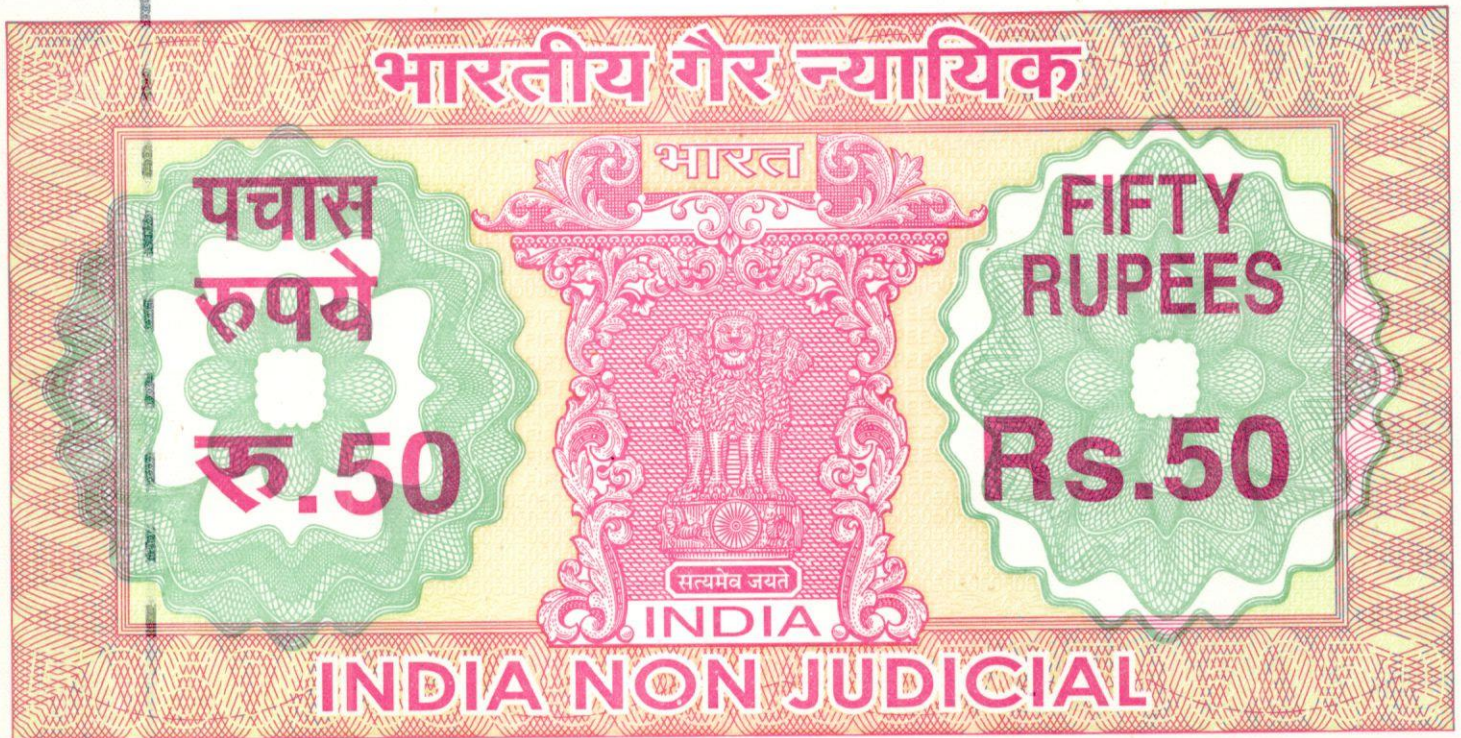
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CX 432285

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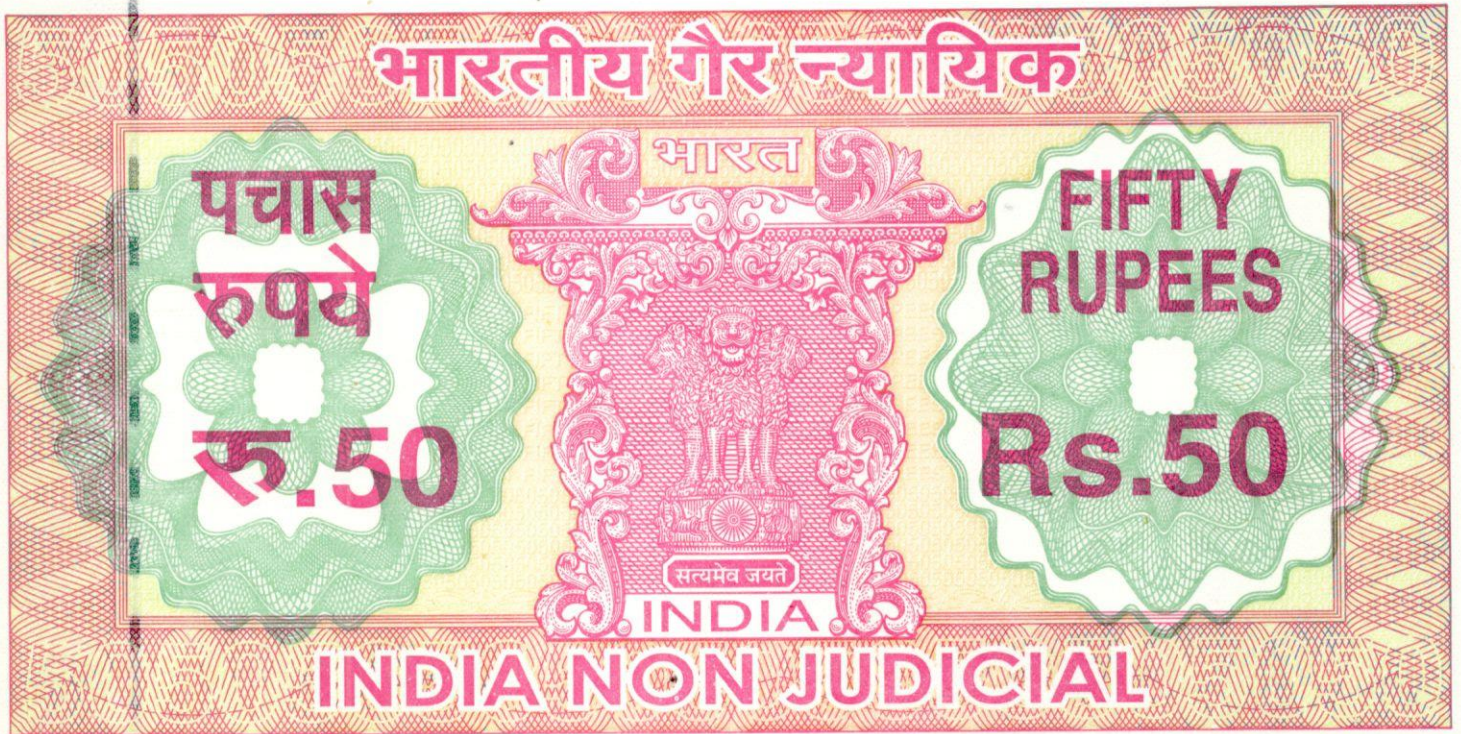
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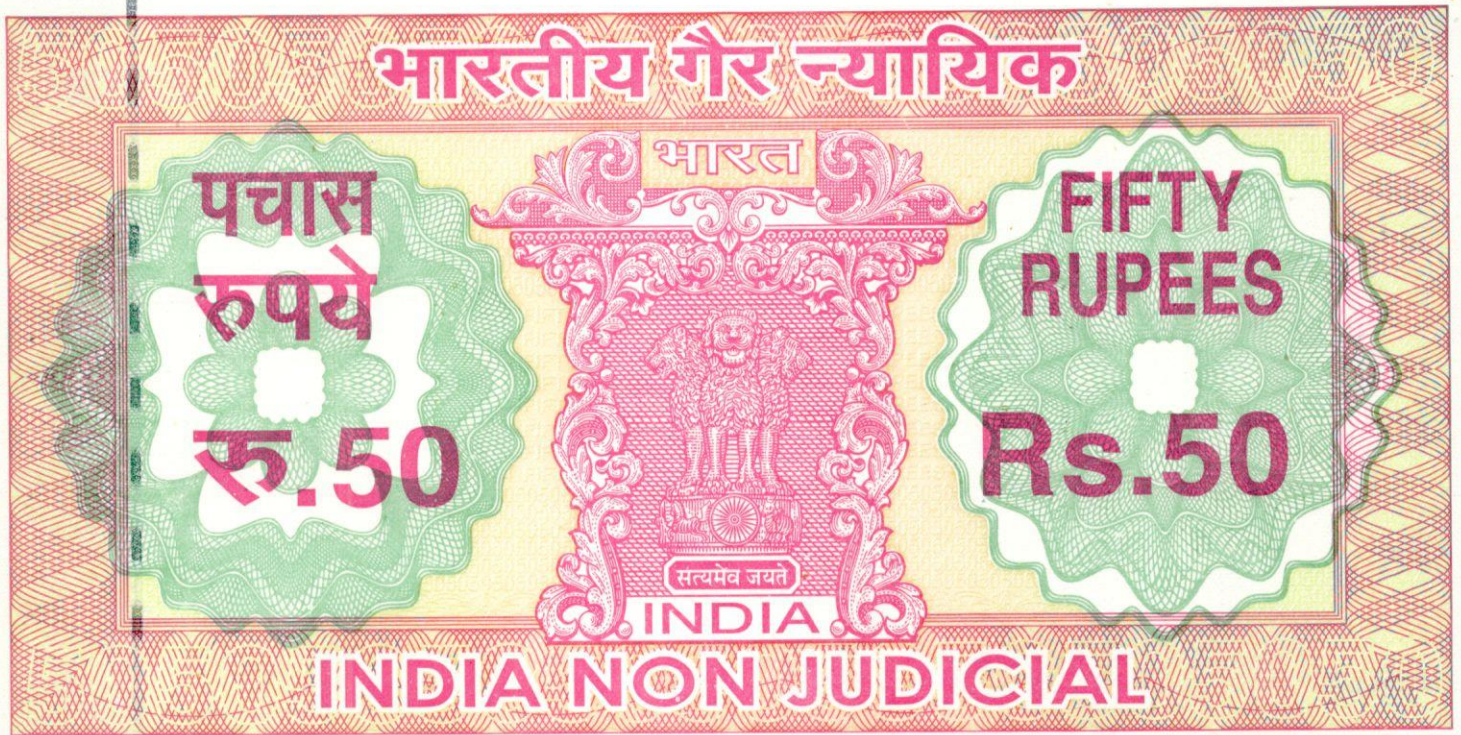
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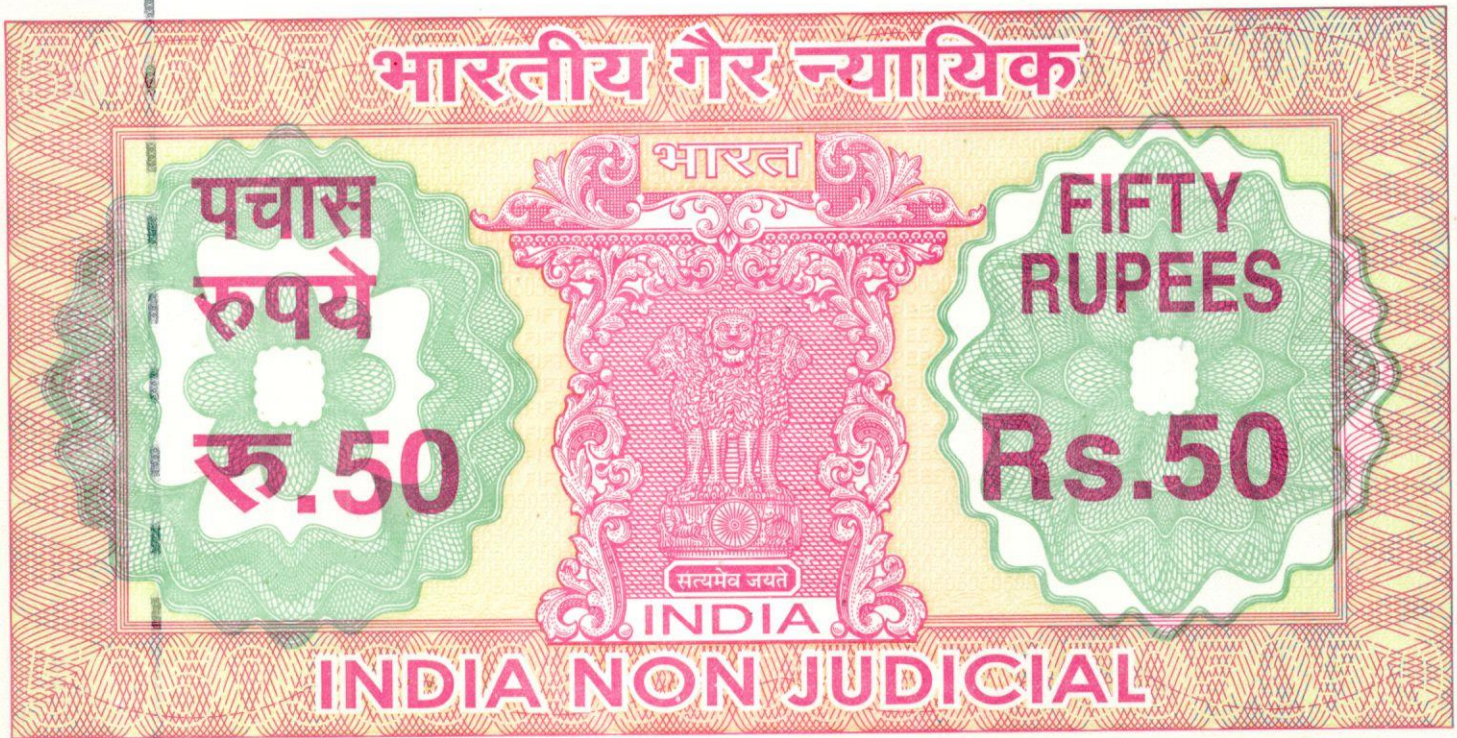
CX 432287

No 17247 Credit financial
 93-03-2004 Services Ltd
 Ernakulam

Dr
 കെ.എസ്. സൈജ
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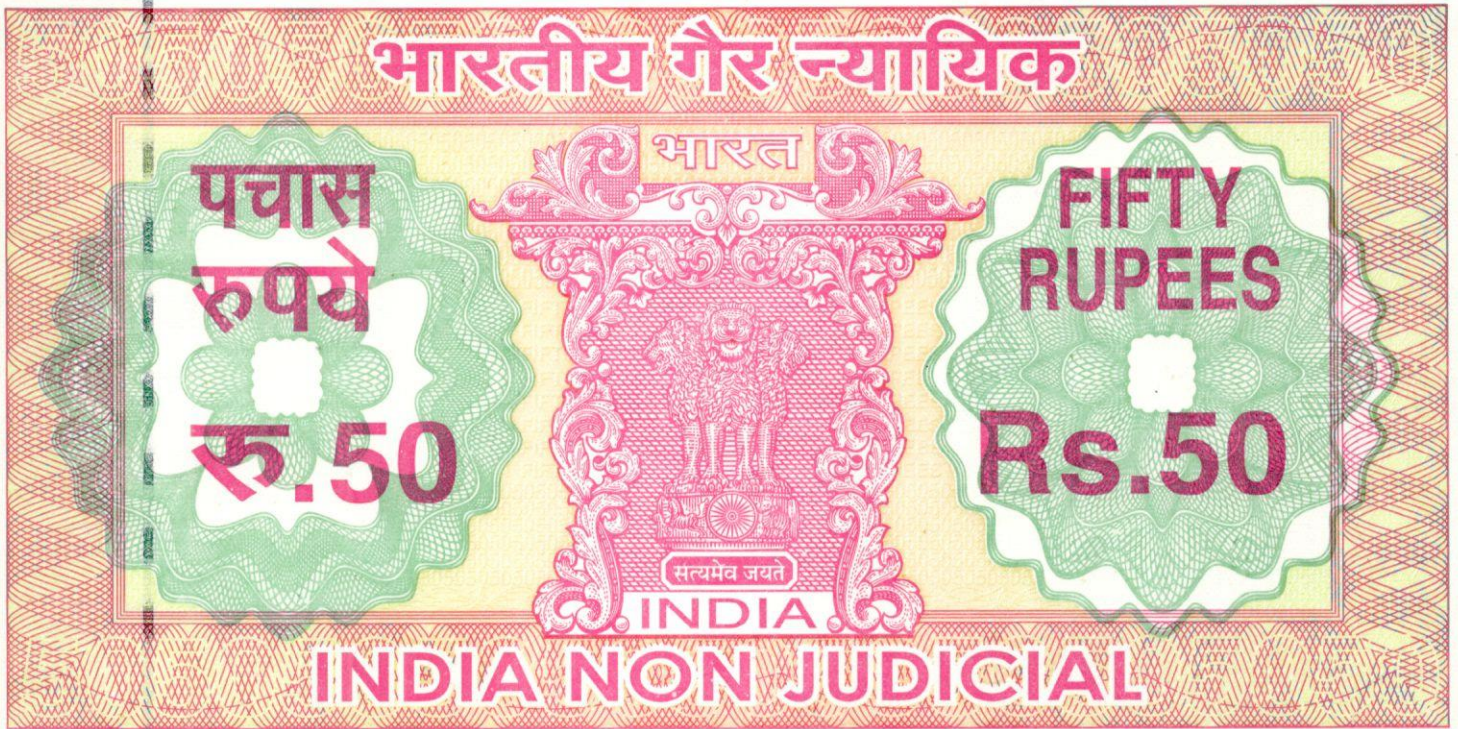


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CX 432288

No 17248 Credit Financial Services Ltd
23.03.2024
കെ.എസ്. സൈജ
സ്റ്റാമ്പ് വെണ്ടർ
പുത്തംകാട്





കേരളം കേരള KERALA

CX 432289

No 17249 Credit Financial
23-03-2024 Services Ltd
Ernakulam

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സ്റ്റാമ്പ് വെണ്ടർ
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REGISTRAR AGREEMENT

BETWEEN

GEOJIT FINANCIAL SERVICES LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED



AZB & PARTNERS
ADVOCATES & SOLICITORS

REGISTRAR AGREEMENT

This Registrar Agreement (“**Registrar Agreement**” or “**Agreement**”) is made and executed at Mumbai on September 30, 2024 by and between:

GEOJIT FINANCIAL SERVICES LIMITED, a public limited company incorporated on November 24, 1994 under the Companies Act, 1956 having its registered office at 11th Floor, 34/659-P Civil Line Road, Padivattom, Kochi, Kerala, India, 682024 (hereinafter referred to as the “**Issuer**” or the “**Company**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under Companies Act, 1956 and having its registered office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai – 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Issue**” which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assignee) of the **SECOND PART**.

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

WHEREAS:

- A. The Company is proposing to issue fully paid-up equity shares of face value of ₹1 each (“**Equity Shares**”) for cash not exceeding ₹ 20,000 lakhs (Rupees twenty thousand lakhs only) to the existing eligible equity shareholders of the Company (“**Equity Shareholder**”) on rights basis (hereinafter referred to as the “**Issue**”). The Rights Equity Shares are proposed to be offered in the Issue to eligible shareholders of the Company that is a shareholder as of the record date to be determined by the Company (Record Date and such holders of Equity Shares, Eligible Shareholders); and/or to persons, if any, in whose favour such Eligible Shareholders may renounce their right to receive Rights Equity Shares in the Issue (Rights Entitlement). The ratio, price and other terms shall be determined by the Board of Directors/ Rights Issue Committee in consultation with DAM Capital Advisors Limited (referred to as the “**Lead Manager**”), in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”), the applicable provisions of the Companies Act (as defined hereinafter), along with the relevant circulars, guidelines and regulations issued by the Securities and Exchange Board of India (“**SEBI**”), and other and other applicable statutory and/ or regulatory requirements. The Equity Shares are proposed to be offered in the Issue to each equity shareholder of the Company who is a shareholder on a certain date to be notified by the Company (the “**Record Date**”).
- B. The Board of Directors of the Company at its meeting has approved and authorised the Issue pursuant to a resolution dated July 13, 2024.
- C. The Company is proposing to file a Letter of Offer with BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and with the SEBI, in relation to the Issue.
- D. The Company has approached the Lead Manager to manage the Issue and the Lead Manager has accepted the engagement, in terms of any engagement letter(s) entered into with the Lead Manager for the Issue between the Company and the Lead Manager (“**Engagement Letter**”),

subject to and in accordance with the terms and of the issue agreement to be executed between the Company and the Lead Manager (the “**Issue Agreement**”).

- E. In terms of Regulation 69(7) of the SEBI ICDR Regulations, the Issuer is required to appoint a registrar who has connectivity with all depositories in connection with the Issue, as per the terms and conditions set forth in this Registrar Agreement and in the manner as required under the applicable laws, including the rules, regulations, circulars and notifications issued by the SEBI from time to time as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”).
- F. The Rights Issue Committee of the Board of Directors by its resolution dated July 13, 2024 has approved the appointment of Link Intime India Private Limited as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement.
- G. The Registrar is registered with the SEBI under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”) and has a valid and subsisting registration (No. **INR000004058**) and the Company has approached the Registrar to act as the Registrar to the Issue as per the terms and conditions detailed in this Registrar Agreement (the activities pertaining to it acting as the Registrar to the Issue and providing services under this Agreement are hereinafter referred to as “**the Assignment**”) and the Registrar has accepted the Assignment. There is no prohibition on the Registrar from acting as the Registrar to the Issue.
- H. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations the Registrar is required to enter into a valid agreement with the Issuer *inter-alia* to define the allocation of duties and responsibilities between the Registrar and Issuer and in pursuance of the same, the Registrar and the Issuer have entered into this Registrar Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth in this Registrar Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties do hereby agree as follows:

WHEREAS,

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity;
- (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 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) references to any Party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

- (g) a reference to an article, clause, section, recital, paragraph or annexure is, unless indicated to the contrary, a reference to an article, clause, section, recital, paragraph or annexure of this Agreement;
- (h) unless otherwise defined, reference to the word ‘days’ shall mean calendar days;
- (i) References to a statute or regulation or a statutory provision or regulatory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced; and
- (j) All capitalised terms not specifically defined herein shall have the same meaning ascribed to such terms in the Issue Documents (as defined below). In case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI ICDR Regulations or the Issue Documents, the definition provided under the SEBI ICDR Regulations or the Issue Documents (as applicable) shall prevail. Words and phrases used but not expressly defined in this Agreement and in the Issue Documents bear the meaning commonly ascribed to them under Indian law.
- (k) the recitals, schedules and annexure hereto shall constitute an integral part of this Agreement; and
- (l) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

DEFINITIONS

Unless the context requires otherwise, all capitalized terms used in this Registrar Agreement shall have the meaning ascribed to such terms as set out below:

- (a) **“Abridged Letter of Offer”** shall mean the abridged letter of offer to be sent to the Eligible Equity Shareholders with respect to the Issue in accordance with the provisions of the SEBI ICDR Regulations and the Companies Act;
- (b) **“Agreement”** shall mean this registrar agreement dated September 30, 2024 entered into between the Issuer and the Registrar;
- (c) **“Allotment”** shall mean allotment of Rights Equity Shares pursuant to the Issue;
- (d) **“Assignment”** shall have the meaning ascribed to it in **Recital F** of this Registrar Agreement;
- (e) **“Applicant(s)”** or **“Investor(s)”** shall mean Eligible Equity Shareholder(s) and/ or Renouncee(s) who are entitled to make an application for the Rights Equity Shares pursuant to the Issue in terms of the Letter of Offer, including an ASBA Investor;
- (f) **“Application Form”** shall mean an application form (including online application form available for submission of application through the website of the SCSBs (if made available by such SCSBs used by an Investor to make an application for the Allotment of Equity Shares in the Issue.
- (g) **“ASBA”** or **“Application Supported by Blocked Amount”** shall mean an application (whether physical or electronic) used by an Applicant to make an application authorizing the SCSB to block the application money in an ASBA account maintained with the SCSB;

- (h) **“ASBA Investor(s)”** shall mean Eligible Equity Shareholders proposing to subscribe to the Issue through the ASBA process and who:
 - i. are holding the Equity Shares of the Company in dematerialized form as on the Record Date and have applied for their Rights Entitlements and/or additional Equity Shares in dematerialized form;
 - ii. have not renounced their Rights Entitlements in full or in part;
 - iii. are not Renouncees; and
 - iv. are applying through blocking of funds in a bank account maintained with the SCSBs;
- (i) **“Basis of Allotment”** shall mean the basis on which the Rights Equity Shares will be Allotted to successful Applicants in consultation with the Designated Stock Exchange under the Issue;
- (j) **“Banker to the Issue”** shall mean Axis Bank Limited;
- (k) **“Board of Directors”** shall mean the board of directors of the Company or any duly constituted committee thereof;
- (l) **“Business Days”** shall mean all days other than a Sunday or a public holiday on which commercial banks in Mumbai are open for business;
- (m) **“CDSL”** shall mean the Central Depository Services (India) Limited;
- (n) **“Companies Act”** shall mean the Companies Act, 2013 and the rules framed thereunder, each as amended to the extent in force pursuant to the notification of the Notified Sections;
- (o) **“Composite Application Form”** or **“CAF”** shall mean a form used by an Investor to make an application for the Allotment of Equity Shares in the Issue;
- (p) **“Designated Stock Exchange”** shall mean the designated stock exchange as chosen by the Issuer in terms of the SEBI ICDR Regulations and in this case being the National Stock Exchange of India Limited;
- (q) **“Depositories”** shall collectively mean NSDL and CDSL or any other depository registered with SEBI under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 as amended from time to time read with the Depositories Act, 1996;
- (r) **“DP”** shall mean depository participant;
- (s) **“DP ID”** shall mean depository participant identity number;
- (t) **“Eligible Equity Shareholder(s)”** shall mean the holder(s) of the Equity Shares of the Company as on the Record Date;
- (u) **“Equity Shares”** shall have the meaning ascribed to it in **Recital A** of this Registrar Agreement;
- (v) **“Escrow Collection Bank(s)”** shall mean the banks as specified in the Letter of Offer;
- (w) **“FPI”** shall mean a foreign portfolio investor as defined under the SEBI FPI Regulations (*as*

defined below);

- (x) **“Investor(s)”** shall mean the Eligible Equity Shareholder(s) of the Company on the Record Date and the Renouncee(s);
- (y) **“Issue”** shall have the meaning ascribed to it in Recital A of this Registrar Agreement;
- (z) **“Issue Documents”** shall have the meaning ascribed to it in Clause 7 of this Registrar Agreement;
- (aa) **“Issue Closing Date”** shall mean the date of closing of the Issue as determined and disclosed in the Letter of Offer;
- (bb) **“Issue Opening Date”** shall mean the date of opening of the Issue as determined and disclosed in the Letter of Offer;
- (cc) **“Letter of Offer”** shall mean the letter of offer to be filed with the Stock Exchanges and SEBI in accordance with the SEBI ICDR Regulations, in relation to the Issue;
- (dd) **“Notified Sections”** shall mean the Sections of the Companies Act, 2013 that have been notified by the Government of India;
- (ee) **“NRI”** shall mean a non-resident Indian, as defined in the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident outside India) Regulations, 2017, as amended;
- (ff) **“NSDL”** shall mean the National Securities Depository Limited;
- (gg) **“OCB”** shall mean a company, partnership, society or other corporate body owned directly or indirectly to the extent of at least 60% by NRIs including overseas trusts, in which not less than 60% of beneficial interest is irrevocably held by NRIs directly or indirectly and which was in existence on October 3, 2003 and immediately before such date had taken benefits under the general permission granted to OCBs under FEMA;
- (hh) **“PAN”** shall mean permanent account number;
- (ii) **“Promoter(s)”** shall mean the promoters of the Company, being Chenayappillil John George, Kerala State Industrial Development Corporation and BNP Paribas SA
- (jj) **“Promoter Group”** shall mean the promoter group of the Company as determined in accordance with Regulation 2(1)(pp) of the SEBI ICDR Regulations and described in the Letter of Offer.
- (kk) **“RBI”** shall mean the Reserve Bank of India;
- (ll) **“Record Date”** shall mean the designated date for the purpose of determining the Eligible Equity Shareholders to apply for Rights Equity Shares, to be decided prior to filing of the Letter of Offer;
- (mm) **“Registrar”** shall mean Link Intime India Private Limited;
- (nn) **“Renouncee(s)”** shall mean person(s) who has/have acquired Rights Entitlements from Eligible Equity Shareholders on renunciation in accordance with the Rights Issue Circulars;

- (oo) **“Rights Entitlements”** shall mean the number of Rights Equity Shares that an Eligible Equity Shareholder is entitled to in proportion to the number of Equity Shares held by such Eligible Equity Shareholder on the Record Date, in this case being 1 (One) Rights Equity Share for every 6 (Six) Equity Shares held by an Eligible Equity Shareholder, on the Record Date, excluding any fractional entitlements;
- (pp) **“Rights Entitlement Letter”** shall mean a letter including details of their Rights Entitlements of the Eligible Equity Shareholders;
- (qq) **“Rights Equity Shares”** shall mean Equity Shares of the Company to be Allotted pursuant to the Issue, on a fully paid-up basis on Allotment;
- (rr) **“Rights Issue Circulars”** shall collectively mean SEBI Master circular, bearing reference number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 along with any subsequent circulars or notifications issued by SEBI in this regard;
- (ss) **“SCSB”** shall mean a self-certified syndicate banks registered with SEBI, which acts as a banker to the Issue and which offers the facility of ASBA. A list of all SCSBs is available at www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=34, or such other website as updated from time to time;
- (tt) **“SEBI”** means Securities and Exchange Board of India;
- (uu) **“SEBI FPI Regulations”** shall mean Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended;
- (vv) **“SEBI ICDR Regulations”** shall mean Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended;
- (ww) **“SEBI Listing Regulations”** shall mean Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2018, as amended;

NOW THEREFORE, the Company and the Registrar do hereby agree as follows:

- 1) The Company hereby appoints Link Intime India Private Limited as the Registrar to the Issue and the Registrar accepts such Assignment by accepting the terms and conditions stipulated under this Registrar Agreement.
- 2) The Registrar hereby undertakes to perform and fulfill the Assignment, including such functions, duties and obligations and to provide such services as are mentioned herein and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, directions and circulars prescribed by SEBI) and by-laws of the Stock Exchanges (**“Applicable Laws”**) in respect of the Issue. The Registrar undertakes and agrees that it shall be the Registrar’s sole and absolute responsibility to ensure that such functions, duties, obligations and services are performed (subject to other entities / intermediaries involved in the Issue adhering to their respective timelines), in a professional, timely and accurate manner.
- 3) Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other party.
- 4) Each Party hereby represents, warrants, undertakes and covenants to the other that:

- a) This Registrar Agreement constitutes a valid, legal and binding obligation on its part and is enforceable against it in accordance with the terms hereof; and
 - b) The execution, delivery and performance of this Registrar Agreement and any other document(s) related hereto by it has been duly authorized (by the concerned board of directors of the Parties or by such person/s empowered to so authorize) and do not and will not contravene any provisions of, or constitute a default under (a) any law, regulation, judgment, decree or order of any governmental authority; (b) its constitutional documents; or (c) any other agreement or instrument undertaking to which it is a party or which is binding on it or any of its assets.
- 5) The Registrar represents, warrants, declares and undertakes that:
- a) It is duly incorporated and validly exists under applicable laws. It has obtained a permanent certificate of registration No. INR000004058 from SEBI dated July 15, 2014. The Registrar shall ensure that the certificate of registration shall remain in force at all times, including by taking prompt steps for its renewal, if required. The Registrar will keep the Company and the Lead Manager informed on an immediate basis if its registration with SEBI is cancelled, revoked, suspended or withheld, or if it is prohibited or restricted from performing the activities mentioned in this Registrar Agreement by any regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority and shall cooperate to establish alternative arrangements. A copy of this registration certificate is attached as **Schedule II**.
 - b) The Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and the Assignments by the Registrar does not violate, or constitute a breach of its constitutional documents, any law, regulation, order of any court or tribunal or any agreement, deed or undertaking entered into by the Registrar.
 - c) It has a clean track record, and no penalty has been imposed upon it or on any of its directors by SEBI in the past. It has not violated any of the conditions subject to which registration has been granted and that, no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory, governmental, quasi-judicial, judicial or administrative authority and that it is not debarred / suspended/ prohibited from carrying on its activities as a registrar to the Issue SEBI or any other regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority, including the Assignments. In case any prohibiting orders are passed restricting it from carrying out the Assignment or if its registration is cancelled/ suspended or withheld for any regulatory or other reasons, it agrees to immediately inform the Company and the Lead Manager of the same in writing on an immediate basis and co-operate and endeavor to establish alternate arrangements
 - d) It shall perform the Assignment and its duties with highest standards of integrity and fairness, shall abide by the SEBI RTA Regulations and the applicable rules, regulations and guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the code of conduct as specified in Schedule II thereunder and other applicable SEBI ICDR regulations, SEBI Listing Regulations and other Applicable Laws and shall act in an ethical manner in all its dealings with the Company, Eligible Equity Shareholders, Renouncees, Investors, Lead Manager, SCSBs, Escrow Collection Bank, Refund Bank, Sponsor Bank and other intermediaries and the Investors who apply for the Rights Equity Shares pursuant to

the Issue, and that it will not take up any activity which is likely to be in conflict with the interests of the Company, Eligible Equity Shareholders, Renouncees, Investors or Lead Manager, SCSBs, Escrow Collection Bank, Refund Bank, or other intermediaries or contrary to or in violation of any rules, regulations, orders, guidelines or directions issued by SEBI or any other statutory/regulatory authority, from time to time.

- e) There are no conflicts of interest and duties in the performance of its duties as the Registrar to the Issue, and it shall make adequate disclosure to the Company and the Lead Manager of any potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased services.
- f) It shall deploy the persons/officers who are well versed with the process involved in respect of the Issue and having necessary expertise and skills for the purposes of rendering services and it shall duly comply with all the statutory requirements of the Applicable Laws including but not limited to regulations and rules framed by SEBI and the Stock Exchanges and for redressal of investor grievances;
- g) It shall carry out the Assignment and complete all the formalities accurately, diligently and within the stipulated time limits as per the relevant statutes, circulars, guidelines/ regulations issued by SEBI including, SEBI ICDR Regulations and bye laws of the Stock Exchanges. The Registrar shall immediately notify the Company and the Lead Manager about any likely delay in completion of any of the formalities. The Registrar shall also notify the Company and the Lead Manager of any errors, delays, or anticipated delays, omissions committed while completing any of the formalities which could not be prevented in relation to the performance of the Assignment.
- h) It shall keep and maintain the books of account and documents specified in Regulations 14 and 15 of the RTA Regulations, in respect of 8 preceding financial years or any such later period as may be prescribed under Applicable Law.
- i) It has the required infrastructure, facilities, personnel, capacity, capability, back up data maintenance, disaster recovery system, expertise, business continuity plan and the net worth to honour its obligations and liabilities under this Registrar Agreement. It will provide the details of such infrastructure required to manage the Issue to the Company and the Lead Manager immediately after the signing of this Agreement and in all events at least 10 days prior to the date of filing the Letter of Offer with the Stock Exchanges;
- j) It shall be fully responsible for system failure, breakdown, fault or non-operationalization in the manner as required under Applicable Laws. Without prejudice to the generality of the foregoing, the Registrar shall be solely responsible and liable for the acts or omissions of or any failure, negligence, deficiency or errors on the part of the payment gateway service provider engaged by the Registrar;
- k) It shall ensure that adequate resources including sufficient qualified manpower are dedicated in the performance of the services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no deficiency(s)/error(s) in the services to be performed by the Registrar. Further, The Registrar shall also notify the Issuer and the Lead Manager of any errors committed while completing any of the formalities.
- l) It is a '*fit and proper person*' as per the criteria specified in Schedule II of the

Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.

- m) It shall co-operate and comply with any instructions which the Company and/or the Lead Manager may provide in respect of the Issue.
 - n) It shall keep the Company and Lead Manager fully informed about the progress with regard to any legal action initiated against it and / or any of its group entities by any regulator or government authority from time to time. It shall also immediately inform the Company and the Lead Manager in writing in case of any change in its constitution or status.
 - o) It has connectivity with the depositories, namely the NSDL and CDSL;
 - p) It is not subject to any litigation in, or injunction or order of, any court or regulatory, statutory, judicial, quasi-judicial and/or administrative authority that seeks to prevent it from entering into this Registrar Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any offering by Company including the Issue. It shall immediately inform the Company and Lead Manager in writing in case of any such litigation or injunction or order of any court of regulatory authority.
 - q) This Registrar Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it enforceable in accordance with its terms. The execution, delivery and performance of Assignment by the Registrar does not violate, or constitute a breach of, Applicable Laws, regulation, court or tribunal order or any agreement, deed or undertaking entered into by the Registrar.
 - r) It shall ensure that the demographic details provided by the Bidders in the Bid cum Applications Forms (including any CAFs) shall not be used by it for any purpose other than in relation to the Issue.
 - s) It is not an associate of the Company and shall not be deemed to be an associate of the Company as mentioned under the RTA Regulations or any other applicable laws.
 - t) In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any direction of any statutory or regulatory authority or otherwise, it shall immediately inform the Company and the Lead Manager and take steps, in consultation with the Company and Lead Manager and as per the directions of SEBI or any other regulatory/ statutory authority, if any, for a smooth transition of the data in connection with Rights Equity Shares held by the Registrar at no cost to the Company for such transition to another registrar as may be appointed by the Company.
- 6) The Company hereby declares that, it has complied with and agrees to comply with all statutory formalities under the Companies Act, SEBI ICDR Regulations and other relevant statutes to enable it to undertake and make the Issue. If the Registrar receives any instructions under this Agreement, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company and the Lead Manager in writing about such instructions pursuant to which the Company or the Lead Manager, as applicable, shall withdraw / modify or clarify such instructions, as required. The Company also agrees that it will co-ordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislations, rules, regulations or guidelines issued by SEBI and/or Ministry of Corporate Affairs or any other governmental or regulatory authority. If the Registrar receives any instructions under this Agreement, which are not in conformity with

the Applicable Laws, the Registrar shall immediately notify the Company and the Lead Manager in writing about such instructions pursuant to which the Company or the Lead Manager, as applicable, will be free to withdraw/ modify or clarify such instructions, if required.

- 7) The Company and the Registrar agree to perform their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule-I** hereunder. The activities listed in the Schedule-I are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI RTA Regulations. The Company and the Registrar, in consultation with the Lead Manager, may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon. Further, the Registrar agrees to undertake all the obligations and responsibilities specified for the Registrar herein, as well as in the Letter of Offer, Letter of Offer, Abridged Letter of Offer, Composite Application Form and Split Composite Application Form and Rights Entitlement Letter, including any respective supplements, corrigenda or amendments (collectively, the “**Issue Documents**”). The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue, contact details and its logo, in all such documents as are required for the Issue including the Issue Documents. Further, the Registrar will do all such activities as may be incidental to discharge its obligations under this Agreement at no additional cost to the Company.
- 8) In addition to Annexure I, the following activities shall form part of the Registrar’s functions and responsibilities, without limitations:
- a) Calculation of Rights Entitlements and fractional entitlements for each Eligible Equity Shareholder in respect of Rights Equity Shares, as on the Record Date;
 - b) Pursuant to SEBI Master circular, bearing reference number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, Rights Entitlements shall be credited to the demat account of Eligible Equity Shareholders in dematerialized form;
 - c) In accordance with the Rights Issue Circulars and in consultation with the Lead Manager to the Issue, including without limitation:
 - i. ensure all adequate steps are taken to disseminate the Letter of Offer, Abridged Letter of Offer, Application Form of the Issue to the shareholders through means such as ordinary post or SMS or audio-visual advertisement on television or digital advertisement, etc.;
 - ii. institute a mechanism to allow physical shareholders of the Issuer to apply in the Issue and take adequate steps along with the Issuer to communicate such a mechanism to physical shareholders before the opening of the Issue;
 - iii. institute an optional mechanism to accept the applications of the shareholders to subscribe to the Issue;
 - iv. devise an FAQ, online dedicated investor helpdesk, and helpline to guide investors in gaining familiarity with the application process and resolve difficulties faced by investors on priority basis;
 - v. aid the Issuer in handling investor complaints with respect to the amendments in the Issue process introduced by the SEBI Rights Issue Circulars; and

- vi. Providing the Company and the Lead Manager with the pre-Issue shareholding of the Company in accordance with the formats prescribed under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, as on the Record Date.
- vii. Preparing and providing the list of shareholders of the Company as on the Record Date to the Company and the Lead Manager within 1 calendar day of the Record Date, with complete details of the Eligible Equity Shareholders, including but not limited to:
 - i. Client ID;
 - ii. DP ID;
 - iii. Folio Number (in case of shares held by the shareholder in physical format);
 - iv. Demat account details;
 - v. Name of the shareholder (including joint holding, if any);
 - vi. Shareholder category (Individual / Corporate / FPI / NRI / OCB etc);
 - vii. Shareholding as on Record Date;
 - viii. Rights Entitlement;
 - ix. Address of the Eligible Equity Shareholder; and
 - x. Application Form No.
 - xi. Bank details of the Eligible Equity Shareholder registered with the DP.

All details contained in (i) to (x) above shall also be provided separately for the Promoter enumerated in the Letter of Offer as on the Record Date within 1 calendar day of the Record Date.

- viii. carry out any other acts and duties, in the capacity of the Registrar to aid the Lead Manager and the Issuer in accordance with the Rights Issue Circulars.
- d) Reviewing and commenting on the contents of the Issue Documents to be dispatched electronically or as required by the Company or Lead Manager, of them to the Eligible Equity Shareholders. The Registrar shall also upload the Letter of Offer, Abridged Letter of Offer, Application Form and details of Rights Entitlements on its website. However, the Registrar shall send the Issue Documents only to the e-mail addresses of the Eligible Equity Shareholders who have provided their Indian addresses to the Company or who are located in jurisdictions where the offer and sale of the Rights Equity Shares is permitted under laws of such jurisdictions or through such other modes as may be communicated by the Company to the Registrar and shall not dispatch any such documents to any Eligible Equity Shareholders whose addresses are outside of India;
- e) Determining the shareholders who have valid e-mail addresses to whom Issue Documents can be sent and the list of shareholders to whom dispatch of Issue Documents needs to be sent through email or through ordinary post as required by the Company, in accordance with the Applicable Laws;
- f) in the event that the e-mail addresses of the Eligible Equity Shareholders are not available with the Company or the Eligible Equity Shareholders have not provided the valid e-mail address to the Company, upon the instructions of the Company, the Registrar will be responsible to make reasonable efforts to dispatch the Issue Documents by way of physical delivery via ordinary post as per the Applicable Law to those Eligible Equity Shareholders who have provided their Indian address;
- g) ensuring dispatch of all Issue Documents whether electronically, or via ordinary post

as may be required by the Company, is completed within the timelines prescribed under SEBI ICDR Regulations and other Applicable Laws, which is at least 3 days prior to the Issue Opening Date

- h) Printing and dispatch of Composite Application forms and Abridged Letter of Offer.
- i) Printing and dispatch of Duplicate/Split Composite Application Forms.
- j) Collecting Composite Application Forms from the collection centres,
- k) Dispatch of letters of allotment/Share Certificate/Refund
- l) Collection of amounts and applications, Composite of Application Forms (CAFs) and their processing including verifying signatures.
- m) Providing detailed instructions to the bankers to the issue, Self-Certified Syndicate Banks (SCSBs) including the format and timeline of receipt of information in relation to the Issue at least 3 working days before the Issue Opening Date.
- n) Keeping a proper record of applications and monies received from Equity Shareholders and Renouncees and paid to escrow collection account/ Bankers to the Issue on a daily basis, and providing the same to the Company and the Lead Manager at the end of the Issue;
- o) Providing the split between Eligible Equity Shareholders and Renouncees for shares applied for as entitlement and additional Rights Equity Shares applied for after Issue closure in the following format;

Category	Shares applied for		Rights Entitlement Additionally Purchased
	Entitlement	Additional	
Eligible Equity Shareholders			
Renouncees			

- p) The Registrar will provide Daily Collection Figures in ₹ and the number of Rights Equity Shares applied for.
- q) To provide correct data in time and all required schedules no later than five calendar days from the Issue Closing Date to the Company and the Lead Manager to enable the Company to determine and finalize the basis of allocation and allotment after proper rejections of invalid or incorrect Applications in coordination with the Stock Exchange for timely approval of the basis of allotment;
- r) To ensure that the basis of allotment is in accordance with the SEBI ICDR Regulations, circulars issued by the Stock Exchange, guidelines and notifications and as specified in the Issue Documents;
- s) Processing Application Forms for preparation of the Basis of Allotment and getting the same approved by the Stock Exchanges;
- t) Post communication of the basis of allotment by the Company, preparation of list of Allottees entitled to allocation of Equity Shares and preparing the refund intimation, in consultation with the Company and the Lead Manager;

- u) Coordinating with the Depositories for various Issue related activities such as for obtaining the complete list of shareholders of the Company as on the Record Date and preparing the final list of Eligible Equity Shareholders with complete details, name of shareholder, including but not limited to, client identification (“**Client ID**”), depository participant identification (“**DP ID**”), folio number (in case of Equity Shares of the Company held in physical form), demat account details, name of the shareholder (including joint holding, if any), category of shareholder, shareholding as on Record Date, Rights Entitlements, Application Form number, address of the shareholder (including secondary address, where such shareholder is situated outside of India) and bank details of the Eligible Equity Shareholders registered with the Depository Participant. All details mentioned above shall also be provided separately for the Promoter/Promoter Group entities enumerated in the Letter of Offer as on the Record Date within one (1) calendar day of the Record Date. Further, for non-resident shareholders the Registrar shall provide the Company and the Lead Manager with all details specified hereinabove separately within two calendar days of the Record Date;
- v) Ensure that correct credit to respective demat accounts is made in time, as specified in the Letter of Offer and as required under applicable legislations, rules, regulations and guidelines issued by SEBI and to receive the confirmation of credit of the Rights Equity Shares to the demat accounts of the successful allottees from each of the Depositories and submit the same to the Stock Exchange and file, along with the Company, the allotment details with the Designated Stock Exchange and confirm all formalities are completed;
- w) obtaining demographic details of all Applicants from Depositories;
- x) obtaining details of holders of Rights Entitlements as on Issue Closing Date, from the Depositories;
- y) Upon finalization of the Basis of Allotment, the Registrar shall, in consultation with the Lead Manager, provide the following details to the controlling branch of each SCSB and the Escrow Collection Bank(s), in an accurate manner along with instructions to unblock the relevant bank accounts and transfer the requisite money to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations within the timelines specified in the ASBA process:
 - (i) Number of Right Equity Shares to be allotted against each valid ASBA;
 - (ii) Amount to be transferred from the relevant bank account to the separate bank account maintained by the Company in a scheduled bank as per the provisions of the SEBI ICDR Regulations, for each valid ASBA against which Allotment would be made, and the date by which such amounts are to be transferred, after satisfying the Designated Stock Exchange about receipt of the minimum subscription; and
 - (iii) Details of the rejected ASBAs, if any, along with reasons for rejection and details of the withdrawn ASBAs, if any, to enable the SCSBs to unblock the relevant bank accounts
- z) after reconciliation of valid Applications through Application Supported by Blocked Amount (“**ASBA**”) process, funds blocked/ received in Escrow Account and Rights Entitlements demat holding list, the Registrar shall finalise allocation of securities offered through the Issue;

- aa) the Registrar shall credit the shares to the respective demat accounts of the Applicants based on Basis of Allotment approved by the Designated Stock Exchange and shall issue instructions to unblock bank accounts/ send refund intimation wherever necessary;
- bb) collection and verification of any regulatory approval, including approval from the Reserve Bank of India, submitted along with an Application;
- cc) ensuring that all Investor complaints received are suitably addressed / redressed on priority basis in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI;
- dd) Ensuring that all steps for completion of the necessary formalities for listing and commencement of trading at all the Stock Exchange where the Equity Shares are proposed to be listed, are taken within 7 Working Days from the date of finalization of the basis of allotment or such other period as may be notified by SEBI;
- ee) Ensure that Allotment made is correct and timely uploading of the correct file in the depository system;
- ff) Dispatch of (CAFs) duly overprinted with details such as name / address of the Equity Shareholder, number of Equity Shares held, number of Equity Shares offered etc.;
- gg) Dispatch of letters of allotment / allotment advice / share certificates / refund orders;
- hh) Uploading the data of allottees who have opted for shares in electronic form;
- ii) Credit of Equity Shares to the allottees demat accounts within the time frame indicated in the Letter of Offer subject to certain cases kept in abeyance in consultation with the Company/ Lead Manager;
- jj) Issue of duplicate refund orders (after obtaining suitable indemnity bonds) revalidation of refund orders/intimations and reconciliation of refund orders/intimations, subject to the Company's approval, if applicable;
- kk) processing the rejected cases as per the procedure finalized with the Company or as mentioned in the Letter of Offer;
- ll) Revalidation of refund orders;
- mm) Reconciliation of refund orders;
- nn) Delete electronic Application Supported by Blocked Amount (ASBA) application data in respect of ASBAs which have been withdrawn after the Issue Closing Date;
- oo) Providing/specifying the format to the SCSBs in which information in relation to ASBA is required;
- pp) Intimating to SCSBs before opening of the Issue, the basis of commission payable to the SCSBs, the Issue Opening date and Closing Date/time;
- qq) Co-ordination with SCSBs for submission of final certificates, after taking into

account of rectifications, if any;

- rr) To provide inputs for finalizing the bankers to the Issue and assist in identification of the collecting branches at the collection centres finalized;
- ss) To review the terms and procedure of the Issue section and other procedural disclosure in the Issue Documents;
- tt) Maintaining records of correspondence in respect of investor complaints, grievances or queries;
- uu) Co-ordinating with the concerned depository and ensuring that the number of Equity Shares Allotted to each category of applicants is correct in all respects and taking necessary steps as prescribed by the Depositories for cancellation/extinguishment of Rights Entitlements ISIN, if required at the appropriate time;
- vv) Carrying out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- ww) assisting in various corporate actions as well as trading applications as may be required including credit of Rights Entitlements before the Issue Opening Date, credit of Rights Equity Shares to be issued pursuant to the Issue and coordinating with the Stock Exchange to get renunciation data;
- xx) the Registrar shall submit details of total Rights Entitlements credited to the Eligible Equity Shareholders to the Company and the Lead Manager immediately after completing the corporate action for the same and not later than three working days prior to Issue Opening Date;
- yy) hosting of the Application Form on its website along with the details with respect to Rights Entitlements and in such a manner that the Investors should be able to check their respective entitlements on such website, by keying their details, after adequate security controls to ensure that Investors' information is made available only to the particular Investor.
- zz) making reasonable efforts in procuring the demat account details of the physical shareholders for credit of Rights Entitlements, two working days prior to the Issue Closing Date such that credit of Rights Entitlements in the demat account of the physical shareholders takes place at least one day before Issue Closing Date;
- aaa) verify demat account details provided by the shareholders holding shares in physical form through PAN, client master sheet etc;
- bbb) crediting, the Rights Entitlement to the demat account provided by the Eligible Equity Shareholders holding Equity Shares in physical mode, as soon as practicable and in compliance with the Applicable Laws;
- ccc) replying to queries from Applicants on the Application Form and on the method of Application provided that any written advice from the Registrar to the Applicants shall be subject to the prior written intimation to the Lead Manager and the Company. However, if the Registrar receives any request for advice related to the Issue from Eligible Equity Shareholders having return addresses situated in the United States of America or any other jurisdiction outside India, the Registrar shall

duly forward the requests to the Company and shall not be responsible for dispatch of advice to such Eligible Equity Shareholders;

- ddd) assist (including verification) the Company and the Lead Manager, as the case may be, in (a) preparation of frequently asked questions, (b) providing an online dedicated investor helpdesk for guidance on the Application process and resolution of difficulties faced by the investors, (c) updation of Indian address/ e-mail address/ mobile number of Eligible Equity Shareholders of the Company, and (d) updation of demat account details by Eligible Equity Shareholders holding shares in physical form, (e) submission of self-attested PAN, client master sheet and demat account details by non-resident Eligible Equity Shareholders;
- eee) coordinating with the Depositories to suspend the ISIN of Rights Entitlements for transfers, from Issue Closing Date;
- fff) ensure that the Rights Entitlements against which Applications are not received, shall be lapsed after closure of the Issue;
- ggg) ensuring that once Allotment is completed, the ISIN for Rights Entitlements shall be permanently deactivated in the depository system by the Depositories;
- hhh) drafting of Rights Entitlement Letter and dispatch of the same to Eligible Equity Shareholders along with Application Form and Letter of Offer and co-ordinating printing of the same, if required;
- iii) issuing timely dispatch confirmation immediately after completion of dispatch to the Lead Manager to enable publishing and upload of the dispatch advertisement under Regulation 84 of the SEBI ICDR Regulations, at least 2 days prior to the Issue Opening Date. Further, the Registrar shall also upload such advertisements in connection with the Issue on its website;
- jjj) ensure timely preparation and publication dispatch and issue of confirmation thereto in connection with the post-Issue advertisements in accordance with Regulation 92 of the SEBI ICDR Regulations within 10 days of completion of various activities as specified under such regulation, and other Applicable Laws;
- kkk) providing the Company and the Lead Manager with the pre-Issue, Issue and Post Issue shareholding of the Company and other documents in relation to listing applications to be made to the Stock Exchange in the format specified under the SEBI Listing Regulations, as amended and as may be required;
- lll) providing detailed instructions to the Banker(s) to the Issue and SCSBs, including the format and timeline for receipt of information in relation to the Issue, at least 3 working days before the Issue Opening Date;
- mmm) Record 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;
- nnn) Maintain a complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed off. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly; and

- ooo) Such other records as may be specified by SEBI, the Company and/or the Lead Manager for carrying on the activities as Registrar to the Issue.
- ppp) Matching the depository participant identification, (“**DP ID**”), client identification, (“**Client ID**”), Folio Number and Permanent Account Number, (“**PAN**”), specified in the reconciled electronic data with the depository’s database;
- qqq) Rejecting the applications (including ASBAs) in respect of which the DP ID, Client ID, Folio Number and PAN specified in the reconciled data does not match the details in the depository’s database;
- rrr) reconciling the compiled electronic data collected from the Stock Exchange and the data/schedules collected from the SCSBs with the Rights Entitlements demat holding list, bank schedules provided by the Banker(s) to the Issue;
- sss) assisting the Company in obtaining a separate ISIN for Rights Entitlements, crediting the Rights Entitlements to the demat accounts of the Eligible Equity Shareholders (with respect to the Equity Shares held by such Eligible Equity Shareholder in dematerialised form) well in advance of the Issue Opening Date, against the Equity Shares held by them as on the Record Date in terms of the SEBI Listing Regulations and other Applicable Laws. The Registrar shall ensure that the ISIN of Rights Entitlements shall be kept frozen (for debit) in the depository system till the Issue Opening Date;
- ttt) Keeping a proper record of application forms and monies received from applicants and paid to the escrow account(s) / bankers to the Issue, as provided in the bank schedule and reporting the amount of application forms collected, monies received from the applicants and the amount deposited in the escrow account(s) opened for the purposes of the Issue as may be agreed between the Company, the Lead Manager, and the Registrar, on a daily basis at the end of the day during the Issue Period to the Company and the Lead Manager.
- uuu) prior to the Issue Opening Date, ensuring that demat suspense escrow account is opened by the Company, and crediting the Rights Entitlements to the demat suspense escrow account for the Eligible Equity Shareholders (along with sending necessary intimations to the Eligible Equity Shareholders) which would comprise Rights Entitlements relating to (a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; (b) Equity Shares held in the account of Investor Education and Protection Fund authority; or (c) the demat accounts of the Eligible Equity Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; (d) Equity Shares held by Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by Eligible Equity Shareholders to our Company or Registrar; (e) credit of the Rights Entitlements returned/reversed/failed; or (f) the ownership of the Equity Shares currently under dispute, including any court proceedings and an intimation should be sent to such Eligible Equity Shareholder by the Registrar;
- vvv) drawing up a list of all technical rejection cases in accordance with the Terms of the Issue section included in the Letter of Offer and keeping the same ready for verification by the Company/and or Lead Manager as required under Applicable Laws no later than five days from the Issue Closing Date;
- www) in case of underwriting, provide a written notice (the “**Devolvement Notice**”) to the

Company and the underwriters of the unsubscribed Rights Equity Shares which remain unsubscribed post subscription of such number of unsubscribed Rights Equity Shares as may have been undertaken by the Promoter and the Promoter Group in the Letter of Offer, within five days from the Issue Closing Date;

- xxx) providing a confirmation to the Company and the Lead Manager of the amounts to be transferred to the Banker(s) to the Issue or to be unblocked from the ASBA accounts;
- yyy) providing all necessary schedules, workings and / or certificates, as required by the Company:
 - a. to make an application(s) to the Stock Exchange to seek in-principle approval;
 - b. to make an application(s) to the Stock Exchange to seek listing and trading approval of Rights Entitlements;
 - c. to make an application(s) to CDSL / NSDL for ISIN creations, credit of Rights Entitlements in the temporary ISIN, credit of Right Equity Shares to the Applicant as per Basis of Allotment;
 - d. to make an application(s) to CDSL / NSDL for ISIN creations, credit of Rights Equity Shares in the temporary ISIN and for ISIN post-Allotment of Rights Equity Shares;
 - e. to make an application for final listing and trading approval to the Stock Exchange; and
 - f. to take all necessary actions, as required, in relation to the above-mentioned applications to be made to the Stock Exchange and CDSL/NSDL;
- zzz) keeping accurately, at all times, the electronic records relating to ASBAs received from all SCSBs;
- aaaa) co-ordinating with the Company in such manner and time period as the Company may deem fit to transfer (a) the Rights Entitlements from the demat suspense account to shareholders' accounts; and (b) post Allotment, the Rights Equity Shares from demat escrow account to the demat account of the Eligible Equity Shareholders, where details of demat account of such shareholders holding shares in physical form have been received, and in such situations, assisting the Company to reconcile for correct and timely credits/ transfers;
- bbbb) Finalising various post-Issue monitoring reports such as the three-day report and Final-Issue monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company and the Lead Manager;
- cccc) Ensuring that proper grievance handling mechanism is in place at its office during the Issue period and after closing of the Issue, as per applicable regulations;
- dddd) Redressing investor complaints and grievances in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company during the Issue period and after closing of the Issue; and

- eeee) The Registrar also agrees to maintain records as per SEBI RTA Regulations; however, the Registrar shall maintain all the records for at least 3 years.
- ffff) Advising the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Rights Equity Shares being issued under the Issue, if applicable
- gggg) providing all assistance to the Company and the Lead Manager in all other work incidental to or connected with processing of applications for issue/ refund/ allotment. Investor services/ listing permissions/ trading permissions/ connectivity with NSDL and CDSL.
- hhhh) It has formulated and implemented a comprehensive policy framework approved by its board of directors and is in compliance with the requirements of the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and the SEBI circular bearing reference number SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018 and has implemented all systems and policies required in such circulars.

The Registrar 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 Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and Lead Manager are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar or its ability to provide services herein;

- 9) The Registrar shall hand over to the Company all records/data and all related documents which are in its possession in its capacity as a Registrar to the Issue within 48 hours from the termination of this Agreement or within 48 hours from the cancellation of its certificate of registration as a Registrar, whichever is earlier, and shall not hand over any application or other documents / records pertaining to the Issue to any other person, except to the Lead Manager and the Stock Exchange, subject to the Registrar having provided prior notice of such disclosure to the Company, until the completion of dispatch of allotment letters, refund orders, share certificates, etc. The Company agrees that it will have access to the application / documents pertaining to the Issue at the office of the Registrar only.
- 10) The Registrar shall give the complete data including but not limited to Application Forms, Allotment Advices, refund orders if applicable, etc., to the Company as and when called for by it without any additional costs/charges.
- 11) The Registrar and 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 about the Company or the Issue which comes to its knowledge in its capacity as the Registrar to the Issue except to the Lead Manager to the Issue.
- 12) The Registrar may have to provide certain information regarding the Investors, including ASBA Investors, 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 Registrar Agreement. However, the Registrar shall give prior intimation to the Issuer or the Lead Manager before providing such information so as to enable the Lead Manager to obtain appropriate injunctive or other relief to prevent such

disclosure. Registrar agrees to keep the information disclosed by the Company as confidential post expiry or termination of this Agreement. Post expiry or termination of this Agreement, the Registrar shall also provide the Company with a certificate of destruction, subject to Applicable Laws.

- 13) The Registrar shall be responsible for validating the correctness of the information provided by SCSB with reference to the DP ID / Client ID and corresponding PAN details obtained from the depositories and SCSBs will be responsible for data provided by them to the Registrar.
- 14) The Registrar will handle the Assignment from any of its offices which have been declared to SEBI and approved by it for carrying on its activities. The addresses of such offices shall be printed in all relevant stationeries pertaining to the said Issue.
- 15) The Registrar shall provide in a timely manner all accurate information to be provided by it under this Registrar Agreement as may be required by the Company and the Lead Manager and the Applicable Laws, to ensure proper allotment of the Equity Shares, dispatch/ e-mail of instructions to SCSBs to unblock the bank accounts of the ASBA Bidders, dispatch/ e-mail of Allotment cum refund intimation and instructions to Banker(s) to the Issue. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Refund Bankers, including any of their correspondent banks.

Provided that the Registrar shall issue instructions to SCSBs and Banker(s) to the Issue within one working day from approval of Basis of Allotment, with Designated Stock Exchange for transferring Application Money to the extent of Allotment to the Company account.

- 16) The Registrar shall ensure compliance with all Applicable Laws including the provisions of (i) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (ii) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, (iii) the SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, (iv) SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 read with SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, (v) SEBI Master circular, bearing reference number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, (vi) the SEBI master circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024, particularly Clause 39 read with Annexure 29 thereto on 'Obligations of RTA with respect to Rights Issue', and (vii) various other circulars issued by SEBI from time to time, to the extent applicable;
- 17) The Registrar shall undertake that it shall not generally and particularly in respect of any dealings in the Rights Equity Shares of the Company, 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 exchange and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company;
 - d) any insider trading and 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.

- 18) The Registrar shall ensure that:
- a) the enquiries and complaints from applicants, Eligible Equity Shareholders and Renouncees, including ASBA applicants, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - b) the Registrar has a proper system to track, address and redress investor complaints;
 - c) adequate steps are taken for proper allocation and Allotment of Equity Shares and refund of application monies without delay and as per Applicable Law; and
 - d) all responsibilities are undertaken for any reach out made to shareholders holding Equity Shares in physical mode, getting their demat account details, credit Rights Entitlement to the relevant suspense accounts, as may be required, any Rights Entitlements related matters, or matters in relation to making applications or Allotment in the Issue;
 - e) the information furnished to the SCSBs in discharging its responsibility under the ASBA process is correct and valid;
 - f) for the electronic bids which are rejected as invalid because of DP ID, Client ID or PAN particulars, capture the name and address as and when received from the relevant Escrow Collection Bank(s)/SCSBs and send refunds to the applicants in physical form at the earliest, or an intimation of unblocking of amount in ASBA in case of ASBA applicants.
- 19) The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA investors regarding approaching the SCSB concerned or with respect to providing familiarity with the Application process or with respect to guidance on the procedural aspects with respect to the Issue;.
- 20) The Registrar shall extend all necessary support to the Company, the Lead Manager and the SCSBs as may be required for the smooth and speedy functioning of the ASBA process and the process prescribed under SEBI Master circular, bearing reference number SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023. The Registrar agrees to have in place a valid special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omissions etc.
- 21) The Issue stationery including certificates, letters of allotment, allotment advice and refund orders shall be kept ready and handed over to the Registrar by the Company within 4 (four) days from the date of closure of the Issue and the Company shall be responsible for any delay on this account. The Company will arrange to obtain prior approval for Issue stationery from the relevant regulatory authorities and the Refund Banker(s)/ Lead Manager as may be applicable.
- 22) The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatch of allotment letters; allotment advice, share certificates, refund orders, etc.
- 23) The Registrar will extend all facilities to complete allotment process smoothly and speedily. The Company shall also extend necessary help to the Registrar in such matter.

- 24) The Company agrees to hand over to the Registrar impression of its common seal at the time of clearing the art works of pre-printed share certificates.
- 25) The Company agrees that it shall make available the relevant master data, both in physical and electronic as on the Record Date, signature data / card, details of all stop transfer cases etc. and all such details, physical records and electronic data, that may be required in future as and when the same are called for from the Registrar.
- 26) The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the designated stock exchange for the Issue.
- 27) The Registrar shall be required to inform the Company within 24 (twenty-four) hours from receipt of any complaints of the investors and redress complaints of the investors (including ASBA Bidders) on priority basis within 48 hours of receipt of the complaint during the currency of this Registrar Agreement and continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and the Company shall extend necessary co-operation to the Registrar for it to comply with such regulations. The Registrar shall provide a status report of investor complaints on a fortnightly basis to the Company. Similar status reports should also be provided to the Company as and when required.
- 28) The Registrar and the Company agree that the fees and charges payable to the Registrar for handling the Assignment shall be as mutually agreed upon between the Company and Registrar in this Registrar Agreement.
- 29) The Registrar agrees to comply with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.
- 30) The Company hereby confirms that relying on the representations, warranties, declarations and undertakings of the Registrar set out above, the Company believes that the Registrar has the capability to handle the Assignment and fulfil its duties, obligations and functions under this Agreement.

31) Term and Termination

- (a) This Registrar Agreement shall be effective from September 30, 2024 (the “**Effective Date**”) and shall be valid until terminated as per the terms of this Registrar Agreement.
- (b) The Company in consultation with the Lead Manager shall be entitled to terminate this Registrar Agreement in the event the Registrar’s Certificate of Registration is suspended / cancelled or SEBI or any other regulatory, statutory, judicial and/or administrative authority debars the Registrar from carrying on its activities or in any way prohibited, either by an order of a court or in any other manner, from carrying on registrar and share transfer agent activities. In such an event, the Registrar shall duly compensate the Company for any loss suffered by the Company due to cancellation/suspension of certificate of registration of the Registrar by SEBI or any other regulatory, statutory, judicial and/or administrative authority. In the event the Company in consultation with the Lead Manager decides not to proceed with the said Issue, this Registrar Agreement shall be terminated without the Registrar having any recourse to any compensation from the Company. Further, the Company may terminate this Registrar Agreement with or without cause, upon giving seven days’ notice to the Registrar of its intention to so terminate the Registrar Agreement. Should the Registrar Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred till the date of such termination. However, the Registrar shall continue to be responsible for the Registrar Agreement till termination of this Registrar Agreement. Such termination would be

effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI.

In case of termination of this Registrar agreement for whatever reason, the Registrar shall refund 50% (fifty percent) of advance amount paid to it by the Company.

- (c) The Parties may mutually terminate this Registrar Agreement, under consultation with the Lead Manager, upon giving 30 days' notice to the other.
- 32) If ever this Registrar Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the Company, the Lead Manager, or their newly appointed registrar to the said Issue towards taking over duties and responsibilities as the new registrar to the issue. In this case, the Registrar will have to hand over the records/ data and all related documents which are in its possession to the new registrar within 15 days of termination of Registrar Agreement, subject to any settlement of dues pertaining to the registrar.
- 33) Should there be any major change in the date of opening of Issue from that indicated or in the event of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any event caused by force majeure including pandemic and epidemic (excluding COVID 2019, given the Registrar is already aware of the pandemic while entering into the Agreement), the Registrar, shall have the option to withdraw from the Issue before the date of opening of the Issue and/or re-negotiate this Registrar Agreement with the other party. However, the Registrar shall continue to be responsible for the Assignment till the new registrar takes over the duties and responsibilities of the Registrar.
- 34) The Registrar's responsibility under this Registrar Agreement will be restricted to the duties of the Registrar as agreed to herein, including those more specified in Schedule I, and the Registrar will not be in any way be construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
- 35) The Registrar shall act with due diligence, care and skill, while discharging its functions, performing its duties and fulfilling its obligations under the terms and conditions set out in the Assignment. However, the Registrar, undertakes to at its own cost and expense absolutely, irrevocably, unconditionally and fully indemnify and hold harmless the Lead Manager, the Company and their affiliates, advisors, its successors and each of their respective directors, officers, employees and agents (collectively "**Indemnified Party**") at all times from and against all complaints (including from Investors or any regulatory authority), suits, claims, actions, litigation, losses, damages, penalties, cost, charges, expenses, notices, interest due to delay in refunding the amount and demands which may be made or commenced against the Company, Lead Manager, applicants for the Equity Shares (including ASBA applicants), any holder of the securities issued or any third party as a consequence of any act or omission of or any failure, negligence, deficiency or error or breach or alleged breach of any provision of law, regulation or order of any court or regulatory, statutory, judicial and / or administrative authority or any of the representations, warranties and undertakings mentioned in the Agreement or if any information provided by the Registrar and/or its partners, representatives, officers, directors, employees, agents or other persons acting on its behalf to the Indemnified Party is untrue, incomplete or incorrect in any respect, and / or infringement of any intellectual property, rights of third party or anything done or omitted to be done through negligence, default or misconduct on the part of the Registrar or any of its officers, employees or agents in performing, fulfilling or providing any of its functions, duties, obligations and services hereunder. The Registrar shall further indemnify and refund all costs incurred by the Company, Lead Manager, their affiliates and each of their respective directors, officers,

employees and agents, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Registrar Agreement and in responding to queries relating to such services from SEBI and/ or the stock exchanges and/or any other statutory or regulatory authority or a court of law. In this regard, the Registrar undertakes to immediately, on the date of this Registrar Agreement, execute a letter of indemnity in the format set out in **Schedule III**. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of wilful misconduct.

- 36) In an event of default of any of the duties and responsibilities of the Registrar herein or any error in the services rendered by the Registrar, or any deficiency in service or failure to perform any service contemplated under this Agreement the Registrar shall ensure that the Registrar will take all reasonable measures at its own cost to rectify such defaults and the Registrar shall be directly responsible for any liability arising out of such error or failure to deliver the services contemplated in this Registrar Agreement. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three working days upon being instructed by the Company, transfer all the documents in their possession including shares, to any other registrar/depositary as instructed by the Company and/or SEBI.
- 37) Any notice communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, email or by fax. 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 post on expiration of three days after it has been delivered to the post office for onward dispatch and if given by fax or email upon transmission thereof. Provided that, any notice etc., given by fax or email shall be confirmed in writing. All notices to the Parties shall be addressed as under:

If to the Company:

Geojit Financial Services Limited

11th Floor, 34/659-P

Civil Line Road, Padivattom,

Kochi, Kerala, India, 682024

Attention: Liju Kaitherathu Johnson, Company Secretary & Compliance Officer

Telephone:- +91 0484 2901000

Email : companysecretary@geojit.com

If to the Registrar:

Link Intime India Private Limited

C-101, 1st Floor, 247 Park, L.B.S. Marg,

Vikhroli (West),

Mumbai – 400 083,

Maharashtra, India.

Attention: Haresh Hinduja

Telephone: +91 022 49186000

Email: haresh.hinduja@linkintime.co.in

A notice shall not be deemed to have been served if it is sent to an address different from the address specified above. Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective from 5 business days thereafter or such later date as may be specified by the Party whose address / contact details are changed.

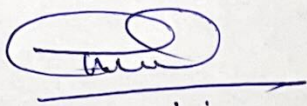
- 38) The Registrar and the Company agree that non-compliance of any of the covenants contained herein by the Registrar shall be reported to the Lead Manager immediately and to SEBI within 7 (seven) days by the Company in consultation with the Lead Manager.
- 39) In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or any non-contractual obligations arising out of or in connection with the Agreement (a “**Dispute**”), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of thirty (30), days after the first occurrence of the Dispute, the Parties (the “**Disputing Parties**”) shall by notice in writing to each of the other Parties refer the Dispute to be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 read with master circular dated December 28, 2023 bearing reference number SEBI/HO/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (“**SEBI ODR Circulars**”), which the Parties have elected to follow for the purposes of this Agreement provided that the seat and venue of such institutional arbitration shall be Mumbai, India.
- 40) Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
- 41) Subject to Clause 38, the arbitration shall be conducted as follows:
- (a) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIA Rules**”). The MCIA Rules are incorporated by reference into Clauses 38-40 and capitalized terms used in Clauses 38-40 which are not otherwise defined in this Agreement shall have the meaning given to them in the MCIA Rules;
 - (b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (c) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 38 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 (fourteen) days of the receipt of the second arbitrator’s confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Chairman of the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (d) the Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement;

- (e) the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;
 - (f) the arbitration award shall state the reasons in writing on which it was based;
 - (g) 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;
 - (h) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - (i) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
 - (j) nothing in Clauses 38-40 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended, and each Party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum.
- 42) This Registrar Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws and rules and with subject to the sole and exclusive jurisdiction if the courts of Mumbai.
- 43) Neither Party shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other.
- 44) Unless terminated earlier in accordance with its terms, this Registrar Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that clauses 27, 30, 31, 32, 33 and this clause shall survive the termination of this Registrar Agreement. On expiry or termination of this Registrar Agreement, all documents, other information and data which are in the possession or custody of the Registrar shall be handed over to the Company within 15 days from date of termination.
- Even after expiry of one year from the date of closing of the Issue, the Registrar shall co-operate with the Company for resolving any query or compliant received from the Applicants / Shareholders
- 45) If any provision(s) of this Registrar Agreement is held to be prohibited by or invalid under any applicable law or becomes inoperative as a result of a 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 Registrar Agreement. The Registrar acknowledges and agrees that pandemic and any consequential restrictions/ lockdown shall not be construed change in circumstances.
- 46) This Registrar Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

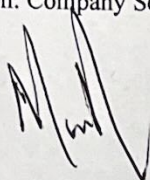
This signature page forms an integral part of the Registrar Agreement executed between Geojit Financial Services Limited and Link Intime India Private Limited.

IN WITNESS WHEREOF, the Parties have entered into this Registrar Agreement to be signed in their respective names as of the date first above written.

FOR AND ON BEHALF OF GEOJIT FINANCIAL SERVICES LIMITED
as the Company



Authorised Signatory
Name: Liju Kaitherathu Johnson
Designation: Company Secretary and Compliance Officer




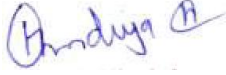
Authorised Signatory
Name: Mini Rajeev Nair
Designation: Chief Financial Officer



This signature page forms an integral part of the Registrar Agreement executed between Geojit Financial Services Limited and Link Intime India Private Limited.

IN WITNESS WHEREOF, the Parties have entered into this Registrar Agreement to be signed in their respective names as of the date first above written.

FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED
as the Registrar



Authorised Signatory
Name: Haresh Hinduja
Designation: Head – Primary Market

SCHEDULE – I


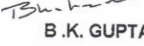
	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
1	Finalization of bankers to issue, list of branches, controlling and collecting branches.	Registrar/ Company in consultation with the Lead Manager
2	Design of application form (including CAF), bank schedule, pre-printed stationery.	Registrar/ Company in consultation with the Lead Manager
3	Preparing and issuing detailed instructions on procedure to be followed by collecting and controlling branches (incl. SCSB's).	Registrar
4	Arranging, dispatch of application schedule for listing of applications to collecting and controlling branches.	Registrar/ Company in consultation with the Lead Manager
5	Placing of orders for and procuring pre-printed stationery.	Registrar
6	Payment towards postage of CAF & LOF	Company/ Registrar
7	Creation of Rights Offer Master, Over Printing CAF & Dispatch of CAF along with Abridged LOF.	Registrar
8	Obtaining the existing data on a magnetic media / other storage device for calculation of rights entitlement	Registrar
9	Crediting the Rights Entitlements (REs) in the special ISIN created for that purpose and cancelling/extinguished of the same at appropriate time for Credit/transfer of REs in demat account of physical shareholders who have provided demat account details. Credit of REs in demat suspense account of a) Equity Shares held in a demat suspense account pursuant to Regulation 39 of the SEBI Listing Regulations; or (b) Equity Shares held in the account of IEPF authority; or (c) the demat accounts of the Eligible Shareholder which are frozen or details of which are unavailable with the Company or with the Registrar on the Record Date; or (d) Equity Shares held by the Eligible Equity Shareholders holding Equity Shares in physical form as on Record Date where details of demat accounts are not provided by the Eligible Shareholders to the Company or Registrar.	Registrar/ Company
10	Expediting dispatch of final certificate from the controlling branches of Bankers to the Issue / SCSBs.	Registrar/ Company
11	Uploading the Letter of Offer, Abridged Letter of Offer, Rights Entitlement Letter and Application Form on its website.	Registrar
12	Upload details of REs of shareholders on the Website.	Registrar
II.	ISSUE WORK:	
1	Printing and dispatch of Composite Application Form and Abridged Letter of Offer, Letter of Offer / duplicate CAF to the Shareholders	Registrar/ Company in consultation with the Lead Manager
2	REs shall be credited to the demat account of eligible shareholders in dematerialized form.	Registrar/ Company in consultation with the Lead Manager
3	Acceptance and processing of applications at	Registrar

	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
	designated collection centres	
4	Expediting dispatch of applications, final certificate to the controlling branches.	Registrar
5	Collection of applications along with final certificate and schedule pages from controlling branches of bankers to the issue.	Registrar
6	Informing Stock Exchange/SEBI and providing necessary certificates to Lead Manager on closure of issue.	Registrar
7	Numbering of applications and bank schedules and batching them for control purposes.	Registrar
8	Co-ordinating for modification of Application in accordance with Applicable Laws on T+1.	Registrar
9	Resolution of difficulties faced by Investors and Investors complaints on priority basis in Application process.	Registrar
10	Transcribing information from documents to magnetic media for computer processing.	Registrar
11	Reconciliation of number of applications, securities applied and money received with final certificate received from bank/ SCSBs with number of RE available in the special ISIN with respective details and such reconciliation with bid files.	Registrar
12	Identify and reject applications of technical faults and duplicate applications.	Registrar
13	Preparing statement for deciding basis of allotment by the Company in consultation with the Designated Stock Exchange.	Registrar
14	Finalising basis of allotment for approval by the Designated Stock Exchange.	Registrar/ Company in consultation with the Lead Manager
15	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Div.), if allotment cannot be made within stipulated time.	Company through the Lead Manager
16	Allotment of shares on the formula devised by Stock Exchange.	Registrar
17	Obtaining certificate from auditors that the allotment has been made as per the basis of allotment.	Company and Registrar
18	Upload of Right Equity Shares into Depository system of shareholders, holding/opting for dematerialised mode/ corporate actions with NSDL and CDSL.	Registrar
19	Preparing list of Allottees and non-Allottees as per the basis of allotment approved by the Designated Stock Exchange.	Registrar
20	Preparations of allotment register cum return statement, register of members, index register. Further, Preparing list of Allottees and non-Allottees as per the Basis of Allotment approved by the designated stock exchange.	Registrar
21	Printing covering letters for dispatching share	Registrar

	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
	certificates, for refunding application money, printing of allotment letter cum refund order.	
22	Printing postal journal for dispatching share certificate or allotment letters and refund orders by registered/speed post.	Registrar
23	Preparation of distribution schedule / Shareholding Pattern for submission to Stock Exchange.	Registrar
24	Preparing register of member and specimen signature cards.	Registrar
25	Overprinting of share certificates on the computer	Registrar
26	Arranging share certificate in batches for signing by authorised signatories.	Registrar
27	Trimming share certificate and affixing common seal of the Company.	Registrar
28	Attaching share certificate to covering letter.	Registrar
29	Mailing of documents by registered/speed post.	Registrar
30	Binding of application forms, application schedule and computer outputs.	Registrar
31	Payment of consolidated stamp duty on allotment letters/share certificates or procuring and affixing stamp of appropriate value.	Company but affixing of stamp is to be done by the Registrar, if required.
32	Issue of duplicate refund order.	Registrar
33	Revalidation of refund orders.	Company /Registrar
34	Provision of dispatch confirmation certificate to the Company/Lead Manager	Registrar
35	Printing and dispatch of share certificates to rejected demat option cases	Registrar
36	Preparation of return of allotment to be filed with the ROC	Registrar
37	Handling investor grievances received through phone, email, fax, letter or any other mode and ensuring settlement of all investor complaints	Registrar on priority basis / Company
38	Provision of dispatch confirmation certificate to the Company/ the Lead Manager.	Registrar
39	Preparing and publishing post-Issue advertisements giving such details within as required under Applicable Laws and within 10 days of completion of activities specified under Regulation 92 of the SEBI ICDR Regulations and other Applicable Laws.	Registrar
40	Providing initial and final post-Issue reports.	Registrar
41	Providing all relevant reports for listing, trading of Equity Shares within the timelines mentioned in the Issue Documents, in consultation with the Issuer and the Lead Manager.	Registrar
42	Finalising various post-Issue monitoring reports, along with relevant certificates/documents, in consultation with the Lead Manager and the Company, for	Registrar

	ACTIVITIES	RESPONSIBILITY
I.	PRE-ISSUE WORK:	
	submission to SEBI within the stipulated time.	
43	Issue of certificates and providing required details, for submission to SEBI/Stock Exchange/auditors in relation to release of security deposit of the Company.	Registrar
44	Preparation of return of Allotment to be filed with the RoC and any other regulatory authority.	Registrar
45	Credit/ transfer of Rights Equity Shares from demat escrow account to the demat account of the Eligible Equity Shareholders, where details of demat account of such shareholders holding shares in physical form have been received.	Registrar/ Company

SCHEDULE II

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रत्येक FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8) Regulation 8A		
रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION <small>PERMANENT REGISTRATION</small>		
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-II में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1992 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to <div style="text-align: center; margin-top: 10px;"> LINK INTIME INDIA PVT. LTD. C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE PANNALAL SILK MILLS COMPOUND L.B.S. MARG, BHANDUP (WEST) MUMBAI 400 078 </div>		
को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है। as registrars to an issue and share transfer agent in Category I/registrars to an issue/share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.		
II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड INR000004058 है। II. Registration Code for the registrar to an issue and share transfer agent is This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिवान्य है। III. Unless renewed, the certificate of registration is valid from		
स्थान Place MUMBAI तारीख Date JULY 15, 2014	 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  B.K. GUPTA प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory	
*जो लागू न हो उसे काट दें। *Delete whichever is not applicable		

SCHEDULE III
LETTER OF INDEMNITY

(To be shared separately)