भारतीय गैर न्यायिक
भारत INDIA
रु. 500 FIVE HUNDRED RUPEES
पाँच सौ रुपये Rs. 500
सत्यमेव जयते
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EF 699650

13 OCT 2025

जिल्हा कोषागार कार्यालय, ठाणे
6 OCT 2025
मुद्रांक प्रमुख लिपीक / लिपीक

This stamp paper forms an integral part of the registrar agreement dated 14th October 2025 entered into by and among the company and KFIN technologies limited.

13 OCT 2025

जाडपत्र-१ /Annexure-II

१.मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	94302
२. दस्ताचा प्रकार	AGS
३. दस्त नोंदणी करणार आहेत का?	होय / ~~नाही~~
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	PRASOL CHEMICALS LIMITED
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	pravin kale
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/१:९, सेक्टर-९, वाशी, नवी मुंबई	सौ. रोहिणी आर. बिराजदार परवाना क्र. १२०१०२४

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ 13 OCT 2025 EF 699651

जिल्हा कोषागार कार्यालय, ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

- 6 OCT 2025

मुद्रांक प्रमुख लिपीक / लिपीक

This stamp paper forms an integral part of the registrar agreement dated 14th october 2025 entered into by and among the company & Kfin Technologies Limited.

13 OCT 2025

आइत्र-१ /Annexure-II 94303

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	94303
२. दस्ताचा प्रकार	Agr
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	PRASOL CHEMICALS LIMITED
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	pravin vali
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई-६/१:१, सेक्टर-१, वाशी, नवी मुंबई	श्री. [illegible] परवाना क्र. [illegible]

[illegible] मुद्रांक [illegible] त्यांनी त्याच कारणासाठी मुद्रांक [illegible] आहे [illegible] बंधनकारक आहे.

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑

13 OCT 2025

EF 699653

जिल्हा कोषागार कार्यालय, ठाणे

16 OCT 2025

प्रमुख लिपीक / लिपीक

जिल्हा कोषागार कार्यालय ठाणे

This stamp paper forms an integral part of the registrar agreement dated 14th october 2025 entered into by and among the company and Kfin Technologies limited

13 OCT 2025

जाडपत्र-१ /Annexure-II

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक/ दिनांक	94305
२. दस्ताचा प्रकार	Agg
३. दस्त नोंदणी करणार आहेत का?	होय / नाही
४. मिळकतीचे थोडक्यात वर्णन	
५. मुद्रांक विकत घेणाऱ्याचे नाव व सही	PRASOL CHEMICALS LIMITED
६. हस्ते असल्यास त्यांचे नाव, पत्ता व सही	pravin vali
७. दुसऱ्या पक्षकाराचे नाव	
८. मुद्रांक शुल्क रक्कम	
९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता ई.६/२:१, सेक्टर-१, वाशी, नवी मुंबई	सौ. रो[illegible] आर. बिरादार परवाना क्र. १२०१८२४

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केले [illegible] मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

REGISTRAR AGREEMENT

DATED

14 OCTOBER 2025

AMONGST

PRASOL CHEMICALS LIMITED

AND

THE SELLING SHAREHOLDERS

AND

KFIN TECHNOLOGIES LIMITED

This Registrar Agreement (**Agreement**) is entered into at Mumbai on 14 October 2025 by and amongst:

(1) **PRASOL CHEMICALS LIMITED**, a company incorporated under the laws of India and having its registered and corporate office at Prasol House, Plot No A - 17/2/3, T. T. C. Industrial Area, Khairne M.I.D.C., Thane, Navi Mumbai, Maharashtra, India, 400710(hereinafter referred to as **Company**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

AND

(2) **THE SELLING SHAREHOLDERS**, as set out in **Schedule IV** of this Agreement (collectively referred to as **Selling Shareholders**, which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, successors in interest and permitted assigns, as may be contextually applicable,), of the **SECOND PART**;

AND

(3) **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the laws of India and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Kurla, Mumbai 400 070, Maharashtra, India and corporate office at Selenium Tower B, Plot No. 31 and 32 Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad 500 032, Telangana, India (hereinafter referred to as **Registrar** or **Registrar to the Offer**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **THIRD PART**.

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

WHEREAS

A. The Company proposes to undertake an initial public offering of equity shares of face value of ₹ 2 each of the Company (**Equity Shares**) comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 800.00 million (**Fresh Issue**) and an offer for sale of Equity Shares by the Selling Shareholders aggregating up to ₹ 4,200.00 million, as detailed at **Schedule IV** (**Offer for Sale**, and such Equity Shares, the **Selling Shareholders Offered Shares**), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (**Companies Act**), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (**SEBI ICDR Regulations**) and any other applicable statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, decrees, arbitral award, consents, directions, directives, orders or regulations or other governmental or regulatory restrictions or conditions, or any similar form of decision of, or determination by, any statutory, regulatory or governmental authorities, including SEBI, in relation to the initial public offering of equity shares by a company (**Applicable Laws**), at such price as may be determined by the Company in consultation with the DAM Capital Advisors Limited (**BRLM** or **Book Running Lead Manager**) through the book building process (**Book Building Process**) under the SEBI ICDR Regulations (**Offer Price**) and other applicable laws (**Offer**). The Offer includes an offer (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and Applicable Law, (ii) outside the United States and India in “offshore transactions”, as defined in and in reliance on Regulation S (**Regulation S**) under the United States Securities Act of 1933, as amended (**U.S. Securities Act**) and in accordance with Regulation S, and in each case in accordance with the Applicable Law of the jurisdictions where such offers and sales are made. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company in consultation with the Selling Shareholders and the BRLM, in accordance with the SEBI ICDR Regulations.

B. The board of the directors of the Company (**Board**) has, pursuant to its resolution dated February 21, 2025 approved the Offer. Further, the Shareholders of the Company pursuant to a special resolution in accordance with Section 62(1)(c) of the Companies Act, have approved the Fresh Issue at the extraordinary general meeting of the Shareholders of the Company held on June 18, 2025.

C. Each of the Selling Shareholders have authorised and consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters / resolutions / authorisations letters provided with the consent letters, as applicable, the details of which are set out in **Schedule IV**.

D. The Company and the Selling Shareholders have appointed the BRLM to manage the Offer as the BRLM, on an exclusive basis and the BRLM have accepted the engagement in terms of the engagement letter dated January 17, 2025 (**Engagement Letter**) subject to the terms and conditions set forth thereon and subject to the execution of this Agreement.

E. The Company and the Selling Shareholders have approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India (**SEBI**) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (**SEBI Act**).

F. The Registrar is an entity registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (**SEBI RTA Regulations**), having a permanently valid and subsisting registration no. INR000000221, and valid from April 01, 2022 unless suspended or cancelled by SEBI, to act as a Registrar to the Offer (the activities pertaining to the Registrar to the Offer are being collectively referred to as the **Assignment**) and includes all responsibilities required to be discharged by the Registrar to the Offer, in the manner as required under the various rules and regulations as applicable, including those prescribed by SEBI under the SEBI Act, 1992, as amended, the SEBI RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, bearing reference number SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025 (**SEBI RTA Master Circular**). The Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board through its resolution dated September 17, 2025 has approved the appointment of KFin Technologies Limited as the Registrar to the Offer as per the terms and conditions detailed in this Agreement.

G. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors bidding in the Offer (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Retail individual investors (the “RIIs”) and individuals applying as non-institutional investors (the “NIIs”) with an application size up to ₹ 0.5 million in the Non-Institutional Portion (“RIIs”, together with such NIIs with an application size up to ₹ 0.5 million, the “UPI Bidders”) may also participate through the unified payment interface mechanism (the “UPI Mechanism”), in accordance with, and based on the timeline and conditions prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 and any subsequent circulars or directions, notifications issued by SEBI in this regard (collectively, the **UPI Circulars**) along with the circulars issued by the Stock Exchanges in this regard, including (i) the circulars issued by National Stock Exchange of India Limited ("NSE") having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022; and (ii) the circulars issued by BSE Limited ("BSE", together with NSE, the "Stock Exchanges") having reference no. 20220722- 30 dated July 22, 2022 and reference no. 20220803-40 dated August 3, 2022 and any other applicable law. The UPI Circulars have come into force from 1 January 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

H. In terms of Regulation 23(7) of the SEBI ICDR Regulations, Regulation 9A(1)(b) of the SEBI RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid and legally binding agreement with the Company and the Selling Shareholders, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties have agreed to enter into this Agreement.

I. Pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 (**ASBA Circular**) the Registrar along with the SCSBs' have undertaken necessary systematic and procedural arrangements for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after receipt of application money is blocked in the investors bank account. The Registrar and SCSBs' will comply with any additional circulars or other Applicable Law, and the instructions of the Book Running Lead Manager, as may be issued in connection with the ASBA Circular.

J. Further, the Company shall, to the extent permissible under the terms of this Agreement and applicable laws, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLM.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **INTERPRETATION**

In this Agreement, unless the context otherwise requires:

i. Words denoting the singular number shall include the plural and *vice versa*.

ii. Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity.

iii. Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

iv. References to the words "include" and "including" shall be construed without limitation.

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

vi. References to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

vii. References to any legislation, act or legislation shall be to such legislation, act or regulation, as amended from time to time.

viii. Reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns.

ix. References to an article, section, clause, paragraph, preamble, schedule or annexure or recitals is, unless indicated to the contrary, a reference to a section, clause, paragraph, preamble schedule or annexure or recitals, respectively of this Agreement.

x. References to the Offer Documents (as defined hereinafter) shall mean the Offer Documents as of their respective dates.

xi. References to the words "Working Day" shall mean all days on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays, as per circulars issued by SEBI, including the SEBI UPI Circulars.

xii. In this Agreement, the term "ASBA" shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorizing Self-certified Syndicate Banks (**SCSBs**) to block the Bid Amount in the ASBA Account and will include applications made by RIIs and individuals with application size of up to ₹ 500,000 using UPI, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIIs;

xiii. in this Agreement, the term "UPI Mechanism" shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Offer in accordance with the UPI Circulars;

xiv. in this Agreement, the term "UPI Bidder" shall mean collectively, individual investors applying as RIBs in the Retail Portion, and individuals applying as Non-Institutional Bidders with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Bidders Portion and bidding under the UPI Mechanism. Pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).

xv. in this Agreement, the term "Non-Institutional Bidders" shall mean the portion of the Offer being not less than 15% of the Offer, available for allocation to Non-Institutional Bidders, of which one-third shall be available for allocation to Bidders with an application size of more than ₹ 200,000 and up to ₹ 1,000,000 and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 1,000,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders subject to valid Bids being received at or above the Offer Price.

xvi. in this Agreement, the term "Retail Portion" shall mean the portion of the Offer being not less than 35% of the Offer available for allocation to RIIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price.

xvii. Unless otherwise defined, the reference to the word 'days' shall mean calendar days. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

xviii. 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;

xix. The Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement;

xx. In case of any inconsistency between the definition of any term as set out in this Agreement and the SEBI ICDR Regulations or the Offer Documents, the definition provided under the SEBI ICDR Regulations or the Offer Documents (as applicable) shall prevail;

xxi. All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus issued in relation to the Offer, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Maharashtra at Mumbai (**RoC**) and also with BSE Limited and the National Stock Exchange of India Limited (together, **Stock Exchanges**), as applicable, and the Offer Agreement to be executed between the Company, the Selling Shareholders and the BRLM, as the case may be in relation to the Offer.

2. The Company and the Selling Shareholders hereby appoint KFin Technologies Limited as the Registrar, and the Registrar accepts such appointment by accepting the terms of **appointment** as set out in this Agreement and signing this Agreement through the authorised signatory. Notwithstanding anything contained to the contrary in this Agreement, the rights and obligations of the Company and the Selling Shareholders hereunder shall be several and not joint and the Selling Shareholders shall not be liable for the obligations of the Company or the Registrar, as the case may be. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of each of the Selling Shareholders under this Agreement shall only be in relation to the Selling Shareholders Offered Shares in the Offer.

3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the SEBI ICDR Regulations and Companies Act, 2013 including the rules

thereunder, as amended), in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with applicable law, and such functions, duties, obligations and services as required under the terms of this Agreement.

4. The Registrar, represents, warrants and declares and undertakes to the other Parties that:

i. It has obtained a certificate of permanent registration dated April 1, 2022 bearing registration number INR000000221 from the SEBI and the certificate is valid permanently, unless suspended or cancelled by the SEBI (**Certificate**). The Registrar shall ensure that the Certificate shall remain in force including by taking prompt steps for its renewal or re-application if it is cancelled earlier, at all times until the completion of the Assignment. The Registrar shall keep the Company, the Selling Shareholders and the BRLM informed in writing on an immediate basis if due to any reasons, its registration with SEBI is cancelled, suspended, revoked, or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial, governmental, administrative and/or judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.

ii. It shall keep and maintain the books of account and other records and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of eight preceding financial years for a period of at least eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer, or such longer period as may be prescribed under applicable laws.

iii. Any and all records/documents referred to and forming part of the Annexure to SEBI RTA Master Circular shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company and the Selling Shareholders or such longer period as may be required under Applicable Laws.

iv. It is not an associate and shall not be deemed to be an associate of the Company and the Selling Shareholders for the purposes of the SEBI RTA Regulations.

v. It has a clean track record, and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns by SEBI now or in the past except for a show cause notice dated July 8, 2024 issued by SEBI in respect of which the Registrar has filed a settlement application and made payment of ₹ 87,75,000/- to SEBI and subsequently, a settlement order dated August 26, 2025 has been passed by SEBI in the matter and the said show cause notice has been disposed of by SEBIs. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory, judicial, quasi-judicial, governmental, administrative or supervisory authority or court/tribunal and/or regulatory authority or court/tribunal and that it is not prohibited, debarred or suspended from carrying on its activities as a ‘Registrar to the Offer’ by SEBI or any other statutory, judicial, quasi-judicial, governmental, administrative and/ or regulatory authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the

Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform in writing the Company, the Selling Shareholders and the BRLM of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLM in consultation with the Company. In the event, the Company, the BRLM, and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLM (collectively, **BRLM's Indemnified Parties**) and/or any of the Selling Shareholders, incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar shall indemnify the Company, each of the BRLM Indemnified Parties and the Selling Shareholders, as applicable, in accordance with the terms of this Agreement in case of the Company and in accordance with the Letter of Indemnity (*as defined below*), in case of BRLM's Indemnified Parties.

vi. It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (**SEBI Listing Regulations**), SEBI RTA Master Circular, the UPI Circulars, applicable rules, regulations and bye-laws of the Stock Exchanges and any other applicable rules, regulations and bye laws of the Stock Exchanges, and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of Selling Shareholders, the BRLM's Indemnified Parties, the Bidders etc. The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company, any of the Selling Shareholders, the BRLM or the Bidders, etc. or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or other Applicable Laws. It shall make adequate disclosure to the Company, the Selling Shareholders and the BRLM of any existing potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall cooperate and comply with any instructions the Company, the Selling Shareholders and the BRLM may provide in respect of the Offer, provided that the Company, the Selling Shareholders and BRLM do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, the Selling Shareholders and the BRLM of any delay or errors committed while completing any formalities and shall indemnify the Company, the Selling Shareholders and the BRLM's Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement and the Letter of Indemnity. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholders Offered Shares, with instructions provided by any other

Party, the Registrar shall comply with the instructions of such Selling Shareholders.

vii. It shall cooperate and carry out the Assignment and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, the SEBI ICDR Regulations, the UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI, the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time and the SEBI Listing Regulations. It shall immediately notify the Company, the Selling Shareholders and the BRLM of any delay or anticipated delays or errors committed in completion of any of the formalities, with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company and each of the BRLM's Indemnified Parties for any losses caused due to such error or delays, if such errors/delays are caused by the acts/actions of the Registrar.

viii. It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth (including, as stipulated in the SEBI RTA Regulations and SEBI RTA Master Circular) to honour its obligations and liabilities under this Agreement. It shall have a dedicated team of personnel handling post-Offer correspondence.

ix. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar. It shall immediately notify the Company, the Selling Shareholders and the BRLM's of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify the Company, the Selling Shareholders and the BRLM's Indemnified Parties, severally and not jointly (and not jointly and severally), for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar.

x. 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.

xi. It shall cooperate and comply with any instructions that the Company and the BRLM may provide in respect of the Offer.

xii. 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 RTA Master Circular.

xiii. It has connectivity with the depositories, namely the National Securities Depository Limited (**NSDL**) and Central Depository Services (India) Limited (**CDSL**, and together with NSDL, the **Depositories**) and in the event of failure of internet and/or software issue of Depositories, it will undertake to conduct all the exercise manually.

xiv. It undertakes that the Demographic Details given by the Bidders in the Bid cum Application Form will not be used by it for any purpose other than in relation to the Offer.

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

xvi. It is duly incorporated and validly exists under applicable law and this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of, the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.

xvii. In the event the Registrar is unable to continue to act as a Registrar to the Offer or perform any of its obligations, at any point of time, due to any order, injunction, or direction of any statutory, regulatory, quasi-judicial, administrative, governmental and/ or judicial authority or otherwise, it shall immediately inform the Company, the Selling Shareholders and the BRLM and take steps, in consultation with and as per the direction of the Company and the Selling Shareholders and the BRLM for a smooth transition of the data related to the Offer and Equity Shares held by the Registrar (at no cost to the Company or any of the Selling Shareholders for such transition) to another registrar as may be appointed by the Company and the Selling Shareholders, in consultation with the BRLM. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.

xviii. The Registrar shall hand-over to the Company, all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 48 hours from the date of termination of this Agreement, or within 48 hours from the date of cancellation of its certificate of registration as Registrar, whichever is earlier.

xix. It shall keep the Company, the Selling Shareholders and the BRLM fully informed of the progress with regard to any legal action initiated against it and/or any of its group entities by any regulator or statutory or judicial or quasi-judicial or governmental and/or administrative authority from time to time. The Registrar shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and the Selling Shareholders with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory authority, and shall duly inform the Company, the Selling Shareholders and the BRLM immediately of such change in status or constitution.

xx. It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances in accordance with Regulation 15A of the RTA Regulations and other applicable provisions of the RTA Regulations.

xxi. There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties and obligations under this Agreement.

xxii. It is in compliance with the requirements of the SEBI RTA Master Circular.

xxiii. Each of the Company and the Selling Shareholders, severally and not jointly, in relation to the Offer hereby declares that it has complied with and agrees to comply in all material respects with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations and other relevant statutes, rules, regulations and guidelines and all other applicable laws to enable them to undertake the Offer.

5. The Company and the Selling Shareholders, severally and not jointly, also agree that they will coordinate with the Registrar and will not give any instructions in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory, regulatory, judicial, quasi-judicial, governmental and/or administrative authority. All the obligations of the Company and the Selling Shareholders shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company, the Selling Shareholders and the BRLM in writing about such instructions pursuant to which Company or the Selling Shareholders, as applicable, will be free to withdraw/ modify such instructions, if required.

6. This Agreement is being entered into amongst the Company, the Selling Shareholder and the Registrar for engaging Kfin Technologies Limited as the Registrar to the Offer and does not in any way bind the Company or the Selling Shareholder to appoint Kfin Technologies Limited as the registrar and share transfer agent of the Company. The Company and the Selling Shareholder in consultation with the Book Running Lead Manager have the absolute right to appoint any other agency as the registrar and share transfer agent of the Company. In the event of appointment of any other agency as the Company's registrar and share transfer agent other than Kfin Technologies Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company and the Selling Shareholder, in consultation with the Book Running Lead Manager without any charges. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company (and its investors) and the Selling Shareholders for which Registrar will be liable.

7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule II** hereunder, which functions, duties and obligations are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually, but all the activities pertaining to the Assignment shall be listed and agreed on between the parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the underwriting agreement to be entered into by and among the Company, the Selling Shareholders, the BRLM and the members of the Syndicate (**Underwriting**

Agreement), the share escrow agreement to be entered into by and among the Company, the Selling Shareholders and the Registrar (**Share Escrow Agreement**), the cash escrow agreement and sponsor bank agreement to be entered into by and among the Company, the Selling Shareholders, the BRLM and the Bankers to the Offer (*as defined below*) (**Cash Escrow and Sponsor Bank Agreement**), the syndicate agreement to be entered into by and among with the Company, the Selling Shareholders, the BRLM and members of the Syndicate (**Syndicate Agreement**), the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus (collectively, the **Offer Documents**) to be issued by the Company in relation to the Offer, insofar as such are not contrary to the SEBI ICDR Regulations or other applicable law. The Registrar hereby consents to the inclusion of its name, logo and other requisite details under applicable law (including its contact details and SEBI Registration number) as the Registrar to the Offer in the Offer Documents and in all other documents required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company, the Selling Shareholders and the BRLM.

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

i. To enter into the Cash Escrow and Sponsor Bank Agreement, with the Company, the Selling Shareholder, the BRLM, the Syndicate Members and the Banker(s) to the Offer (including the Sponsor Bank), pursuant to which the escrow account will be opened and the Registrar shall issue requisite instructions to the Escrow Collection Bank, Refund Bank(s), Public Offer Bank and Sponsor Bank (collectively, the **Bankers to the Offer**) in relation to the Offer.

ii. To enter into the Share Escrow Agreement with the Company and the Selling Shareholders, pursuant to which the Selling Shareholders shall prior to the filing of the Red Herring Prospectus open a share escrow account (**Share Escrow Account**) with the Registrar wherein the Selling Shareholders shall transfer their respective portions of the Offered Shares within the prescribed timelines. The Registrar shall operate the Share Escrow Account in terms of instruction issued under the Share Escrow Agreement and ensure that Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement.

iii. To enter into the Syndicate Agreement with the Company, the Selling Shareholders, the BRLM, the Syndicate Members and the Registrar to the Offer and the Underwriting Agreement with and/ or accept instructions from the Company, the Selling Shareholder, the BRLM, the Underwriters, pursuant to which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed in accordance with such Underwriting Agreement.

iv. To enter into any other agreement with the Company, the BRLM, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement;

v. To liaise with facilitating dematerialisation, if required, of the Equity Shares held by the existing shareholders of the Company, including the Selling Shareholders, if required and of any other persons as may be required under applicable law prior to the filing of the Draft Red Herring Prospectus.

vi. Provide detailed instructions to the Bankers to the Offer (including the Sponsor Bank), SCSBs, members of Syndicate, Collecting Depository Participants

("CDPs"), sub-Syndicate members/agents, Registrars and Transfer Agents registered with SEBI ("RTAs") and Registered Brokers (collectively, the "**Designated Intermediaries**") who are authorized to collect ASBA Forms from the Bidders in relation to the Offer, including the form and timeline of receipt of information.

vii. Finalising with the Company, the Selling Shareholders and the BRLM on the amount of processing fees payable to SCSBs and the Sponsor Bank and brokerage and selling commission for the members of the Syndicate, Registered Brokers, registrars and transfer agents registered with SEBI (**RTAs**) and Collecting Depository Participants (**CDPs**), the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers, the Bid/Offer Opening Date and Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any to the Designated Intermediaries.

viii. Providing/ specifying the form and timeline to the Designated Intermediaries, as applicable, in which information in relation to ASBA Bids or the UPI mechanism, is required.

ix. Accepting and collecting complete ASBA Forms, as applicable.

x. Intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank in respect of syndicate ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Offer Opening Date.

xi. Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (**ISIN**), and for finalizing the tripartite agreement to be entered into with the Company and the Depositories, if required.

xii. Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company including the Selling Shareholder, to Equity Shares prior to or post the filing of the Draft Red Herring Prospectus, as may be required under applicable law.

xiii. Intimating to the Designated Intermediaries and the Sponsor Bank before the Bid/Offer Opening Date, the basis of the commission/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any.

xiv. Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Bank and Designated Intermediaries, as applicable, including the format and timeline of receipt of information.

xv. Following up with the Sponsor Bank (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for certificate on no complaints pending against the SCSBs and Syndicate Members associated to the Offer, certificate confirming that all the SCSBs involved in the ASBA process have unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank, Bankers to the Offer and SCSB and advising the Designated

Intermediaries through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

xvi. It shall be the sole responsibility of the Registrar to procure and collect the final certificates from the Sponsor Bank, Bankers to the Offer, all the SCSBs, including the syndicate SCSBs, participating in the Offer, within the timelines prescribed by SEBI from time to time.

xvii. To collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI RTA Master Circular and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLM for onward submission to SEBI as and when sought.

xviii. To receive and provide inputs to the Company for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note (**CAN**) for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.

xix. Providing inputs for finalising the Bankers to the Offer for: (i) collection of application money from the Anchor Investors in Share Escrow Account; (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act; (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors; (iv) and assist in identification of the collecting branches at the collection centres, finalised.

xx. Ensuring that, with respect to UPI Bidders (up to ₹ 0.5 million) using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs.

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

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

xxii. While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on letterhead/ stamped, have been received within the specified time limit as per applicable regulations and relevant circulars issued by SEBI. The Registrar shall provide the allotment/ revoke files to the Sponsor Bank in accordance with the SEBI RTA Master Circular.

xxiii. The Registrar shall receive pending applications for unblock submitted with it, not later than 5.00 pm, on the next Working Day following the Basis of Allotment in accordance with the SEBI Master Circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025, as amended.

xxiv. The Registrar shall submit bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 6:30 pm on next Working Day following the finalization of the Basis of Allotment in accordance with the SEBI master circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated

June 23, 2025. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications cancelled, withdrawn and deleted applications and receipt of confirmation (in the prescribed format) from SCSBs on the same day.

xxv. Ensuring that SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB, as applicable. Failure to apply through another account with another SCSB shall be rejected under technical grounds.

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

xxvii. To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event, the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category.

xxviii. To review the 'Offer Procedure' section of the Offer Documents and confirm its accuracy.

xxix. To review the sections related to procedural aspects of the Offer in the Offer Documents or other documents or information in connection with the Offer and confirm their accuracy.

xxx. To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued under the Offer;

xxxi. Receiving and providing inputs to the Company for designing and printing the Bid cum Application Forms and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.

xxxii. Collecting within the timelines prescribed under applicable laws and in accordance with the agreements entered in this regard provided and as specified by the Company, the Selling Shareholders and the BRLM, and in accordance with the circulars and regulations notified by the SEBI and other applicable laws:

a. the Electronic Bid File from the Stock Exchanges containing details including the Bid cum Application Form numbers and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation.

b. the physical Bid cum Application Forms (pertaining to UPI Bids) from the Registered Brokers following the expiry of six months from the Bid/ Offer Closing Date.

c. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Banker(s) to the Offer and the Designated Intermediaries and the Anchor Investor Application Forms from the BRLM and the ASBA Forms to the Designated Intermediaries. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank/ Stock Exchanges, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Manager, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws

d. coordination and obtaining certificate of blocked funds, in respect of Bids made by RIIs and individual with application size up to Rs. 5 lakhs, by way of UPI, from Sponsor Bank after closure of Bid/Offer Closing Date.

e. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Bank and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank or Stock Exchanges.

f. soft and hard copies, as applicable, of the ASBA Forms, bank schedules, reconciled data and final certificates from all centres of the Designated Intermediaries, the SCSBs and the Sponsor Bank and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors from the Bankers to the Offer within the timelines prescribed by SEBI from time to time.

g. PAN, DP ID, UPI ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories.

h. Collecting the application form and relevant consignment details from Banker(s) to the Offer and the SCSBs and other Designated Intermediaries.

In each case, in accordance with the instructions of the Company, the Selling Shareholders and the BRLM, and subject to reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company, the Selling Shareholders and the BRLM, the Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines. Further, the Registrar shall take all necessary steps in order for the process to be completed within the applicable timelines.

xxxiii. The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.

xxxiv. The Registrar shall receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs.

xxxv. To inform the Designated Intermediaries and the BRLM of any errors in the Bid details, along with advice to send the rectified data within a specified date.

xxxvi. To process all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Bank and the SCSBs in respect of the Offer, the BRLM and Escrow Collection Banks, as applicable, in respect of the Offer and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Offer.

xxxvii. To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, the Selling Shareholders and the BRLM.

xxxviii. Where the Registrar requires to liaise with third parties for the Assignment, including the Designated Intermediaries and the Sponsor Bank(s), for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the statutory timelines.

xxxix. To keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Bank and with respect to Anchor Investors, Bid cum Application Forms from the BRLM and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Collection Banks.

xl. To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Red Herring Prospectus and rejecting such Bid cum Application Forms in consultation with the Company, the Selling Shareholders and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures.

xli. On Bid/Offer Closing Date, to collect the Bid file from Stock Exchanges/ the BRLM and validate the DP ID, UPI ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, the Sponsor Bank and BRLM of the erroneous Bids which will be considered as invalid.

xlii. To verify scanned copies of the Bid cum Application Forms received from the Anchor Investors and enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable

xliii. Upon approval of the Basis of Allotment, to share the Bid file received from the Stock Exchanges with the Sponsor Bank and the SCSBs, containing the application numbers, number of Equity Shares, bid amount and any other additional fields, as may be required, who shall use such information for credit of funds and unblocking of funds, as applicable. The Sponsor Bank, based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from the RII's bank account, whereupon the funds will be transferred from RIIs account to Public Offer Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.

xliv. To reconcile the compiled data received from the Stock Exchanges and all SCSBs, the Sponsor Bank, BRLM and the Escrow Collection Banks, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN.

xlv. To reject the Bids in case the DP ID, UPI ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, UPI ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date.

xlvi. To reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number and/or PAN).

xlvii. To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars, read with the SEBI Circular No. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, as applicable.

xlviii. To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date, as applicable.

xlix. To collect no objection certificate from the Banker(s) to the Offer after payment of the commission and processing fees.

l. To coordinate with the Bankers to the Offer (in case of applications by Anchor Investors) and Designated Intermediaries (in case of ASBA applications) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable laws.

li. To co-ordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLM within the timelines and formats specified in SEBI RTA Master Circular, and any other applicable laws notified from time to time.

lii. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents.

liii. To complete validation of beneficiary account details including to confirm the status of QIBs.

liv. To immediately inform the Company, the Selling Shareholders and the BRLM in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Offer Closing Date, to the extent applicable and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.

lv. To follow and complete all processes as outlined in the Offer Documents and the General Information Document issued by SEBI.

lvi. To maintain the details of request for withdrawals of Bids received and withdrawals made in the Offer, to the extent applicable.

lvii. To collect from the SCSBs the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the BRLM, in each case within the timelines prescribed by SEBI;

lviii. To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLM and the Company.

lix. Registrar shall submit the details of cancelled/withdrawn/deleted applications to SCSB's on daily basis within 60 minutes of bid closure time from the Bid / Offer opening date till Bid / Offer closing date by obtaining the same from stock exchanges. Registrar shall also keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI RTA Master Circular.

lx. To prepare the complete list of valid applications (after all rejections, including rejections on technical grounds), and present the same category-wise to the Company, the Selling Shareholders and the BRLM.

lxi. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 9:30 AM next working day when the Basis of Allotment has to be finalized;

lxii. It shall receive pending applications for unblock submitted with it, not later than 5.00 pm, on the next Working Day following the Basis of Allotment in accordance with the timelines prescribed under applicable law including the SEBI RTA Master Circular, and any other applicable laws notified from time to time in this regard.

lxiii. To communicate to the BRLM, Company and the Selling Shareholders at the earliest any discrepancy between the electronic bid file registered on the online system of the Stock Exchanges and the SCSB's data. The Registrar shall discuss the results of such reconciliation with the Company, the Selling Shareholders, the BRLM, the SCSBs and the Sponsor Bank in a timely manner.

lxiv. To provide exceptions to enable the Company, the Selling Shareholders and the BRLM to take decision on the Bids.

lxv. To keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Share Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Bank and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Share Escrow Account(s) opened for the purposes of the Offer on a regular basis as may be agreed with the Company, each of the Selling Shareholders and the BRLM and the Registrar, on a regular basis until the end of Bidding.

lxvi. To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI Circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/D/2018/138 dated November 1, 2018 and the UPI Circulars, on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines, including the UPI Circulars.

lxvii. To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and RIIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided by 6:00 p.m. (IST) on the Working Day after the Bid/Offer Closing Date. The Registrar shall also provide exceptions, if any, to enable the Company and the BRLM to take decision on the Bids.

lxviii. To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges.

lxix. To deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end.

lxx. To send the Confirmation Allocation Note (**CAN**) and the revised CAN to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Offer and any other pre and post Offer related stationery.

lxxi. To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations.

lxxii. To reconcile the data on a regular basis between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer SCSBs and the Sponsor Bank.

lxxiii. Rejecting the Bids in respect of which the DP ID, Client ID, UPI ID and PAN specified in the reconciled data does not match the details in the depository's database.

lxxiv. To prepare and provide correct data, and in no event later than one Working Day from the Bid/ Offer Closing Date or within such the timelines prescribed by SEBI from time to time, to enable the Company and the BRLM to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations and in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment

lxxv. To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, Selling Shareholders and the BRLM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company and the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except the Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Offer capital (except the Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLM's Indemnified Parties, the Company and the Selling Shareholders, the cost incurred on account of payment of such interest or damages.

lxxvi. In relation to bids made by QIBs, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies with the Registered Brokers / Syndicate Members and the BRLM. Providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date. In the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/Syndicate Members to verify the registration certificate obtained from the SEBI, the Reserve Bank of India or the relevant regulatory authority and the audited financials provided by such investor.

lxxvii. To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Sponsor Bank, the Designated Intermediaries and the BRLM including:

a. Bids files from the online bidding system of the Stock Exchanges and Bids furnished by the SCSBs, the Sponsor Bank, the Syndicate, the Registered Brokers, the CDPs, the BRLM and the RTAs.

b. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids.

c. Particulars relating to the requisite money to be transferred to Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Cash Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and

d. Particulars relating to, rejected/ withdrawn/ unsuccessful Bids.

e. Particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders.

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

lxxix. To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Bank(s) and the Refund Bank(s), as applicable.

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

lxxxi. To provide requisite Offer related data to the Company and the Selling Shareholders for filings with the Reserve Bank of India or the SEBI, as may be required.

lxxxii. To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company).

lxxxiii. Prepare the following registers and other data:

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

b. Allotment registers.

c. Register of members.

d. Index of members.

e. Return of Allotment (for the RoC).

f. Cross Reference Register.

g. Postal journal for documents mailed.

h. Necessary details for the purpose of filing FCTRS, if any.

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

lxxxiv. To ensure that the allotment made is correct and timely manner including to coordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects.

lxxxv. To ensure timely uploading of the correct file in the depository system.

lxxxvi. To coordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects.

lxxxvii. Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Share Escrow Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and/or from Share Escrow Account to the refund account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, the Selling Shareholders and the BRLM.

lxxxviii. Ensure that the Designated Intermediary's performance is calculated based on the broker or Syndicate Members' terminal IDs and the application ranges shared by the Book Running Lead Manager.

lxxxix. Preparation of the fund transfer schedule based on the approved Basis of Allotment along with reconciliation of total funds received from Escrow Collection Banks, and total amounts blocked in the ASBA Accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalisation of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and SEBI RTA Master Circular and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time:

a. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;

b. Amount to be transferred from the relevant ASBA Account/ UPI linked bank account or the Escrow Account to the Public Offer Account (or the Refund Account, if so required), for each valid Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;

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

d. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case maybe; and

e. Providing bank wise data of Allottees, the amount corresponding to the Equity Shares to be allotted and the refund amount to be credited to the Refund Banks.

xc. In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank account, issuance of instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) and to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by SEBI.

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

xcii. In accordance with instructions received from the Company and the Selling Shareholders giving instructions to the concerned Depository for credit of Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board and ensuring that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable law.

xciii. To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed.

xciv. To issue duplicate refund orders, as applicable, after obtaining suitable indemnity bond/or confirmation from the Refund Bank(s) that the original is not paid and stop has been noted against the same, if applicable.

xcv. To liaise with the Company and the Selling Shareholders to ensure that the Equity Shares offered as part of the Offer for Sale are transferred to a Share Escrow Account in accordance with the relevant Share Escrow Agreement. This will be done along with the BRLM.

xcvi. To revalidate refund orders and unblocking instructions, as applicable.

xcvii. To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges.

xcviii. To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories.

xcix. To dispatch letters of Allotment/Allotment Advice, CAN, refund orders, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time indicated in the Offer Documents, subject to certain cases kept in abeyance in consultation with the Company, the Selling Shareholders and the BRLM and assist the Company, the Selling Shareholders and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds.

c. To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents.

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

cii. To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, Selling Shareholders and the BRLM.

ciii. Finalization of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLM (in accordance with the inter-se allocation among the BRLM), the Company and the Selling Shareholders to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer.

civ. To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Offer Period and after closing of the Offer, as per applicable law and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company for storage of such records and are made available to the Company and the Selling Shareholders at regular intervals.

cv. To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLM.

cvi. To submit relevant documents to the Stock Exchanges (except listing application, allotment details, demat credit and refund details) for the purpose of obtaining listing in-principle and final listing and trading approvals.

cvii. To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, the Selling Shareholders and the BRLM during the Offer Period and after closing of the Offer.

cviii. To resolve investor complaints and grievances based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs;

cix. To assist the Company, the Selling Shareholders and the BRLM in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange.

cx. To coordinate with the Refund Bank(s) for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.

cxi. In accordance with applicable laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected).

cxii. To initiate corporate action to Allot Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board.

cxiii. To ensure timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from the Selling Shareholders to the successful Bidders is undertaken in a timely manner in accordance with the Share Escrow Agreement.

cxiv. To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within three

Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI from time to time.

cxv. To give instructions to transfer the funds from the Share Escrow Account to the Public Offer Account, for eventual credit to the Company and the Selling Shareholders in accordance with the Offer Documents and applicable law.

cxvi. To consolidate the list of subscriptions received through the underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch.

cxvii. To coordinate with the Sponsor Bank, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLM, Registered Brokers and other parties as may be required for completing the post-Offer process in accordance with applicable laws.

cxviii. To provide data to assist the Company, the Selling Shareholders and the BRLM in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/ Offer Opening/Closing advertisements have appeared earlier.

cxix. To provide weekly reports to the Company, the Selling Shareholders and the BRLM and as may be required by the Company, the Selling Shareholders and the BRLM, on the (i) status of Equity Shares lying in the Share Escrow Account (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (iii) status of redressal of investor complaints received and pending in the form specified by the Company, the Selling Shareholders and the BRLM.

cxx. To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLM and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.

cxxi. To provide detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, or such earlier time as the Company, the Promoter Selling Shareholders or the BRLM may request the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and read with SEBI RTA Master Circular, and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law.

cxxii. To provide confirmation on the relevant data that the commission and processing fees will be shared by the Registrar to respective syndicate & sub-syndicate member whenever requested. Further, the Registrar will co-ordinate with the stock exchanges and assist the Company in the process of making payment towards processing fees payable to non-syndicate members from whom the bids are received in the Offer.

cxxiii. To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and any subsequent circulars or notifications issued by SEBI in this regard or any other governmental authority in relation thereto from time to time.

cxxiv. To ensure compliance with the UPI Circulars, as applicable and any other applicable law in relation to unified payments interface (UPI) as a payment mechanism for making applications in public issues including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard.

cxxv. Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank, for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed/ statutory timelines.

cxxvi. To provide assistance to the Company, the Selling Shareholders and the BRLM in all other work incidental to or connected with processing of electronic Bids, applications for Offer/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories.

cxxvii. To provide information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.

cxxviii. To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Bidders for the Offer in terms of the SEBI Master Circular bearing reference no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023.

cxxix. To finalise various post-Offer monitoring reports, along with relevant documents/certificates in consultation with the post-Offer Book Running Lead Manager(s), the Company and the Selling Shareholders to be submitted to SEBI within the stipulated time in consultation with the Company/ BRLM.

cxxx. To prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per SEBI RTA Master Circular within the prescribed timeline.

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

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

b. Matching/ validating the QIB Bid file details, including beneficiary account details, with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies; and

c. In the event that the status of a QIB is not verifiable (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor.

cxxxii. To prepare and assist BRLM in computing the compensation payable in accordance with SEBI RTA Master Circular, or any subsequent circular.

cxxxiii. To circulate intimation to investors for unblocking or refunds of bid amounts including through short messaging service or such other mechanism as may be prescribed under applicable laws.

cxxxiv. To provide in a timely manner all accurate information to be provided by it under this Agreement including providing the BRLM, the Company and the Selling Shareholder with detailed data so as to understand the share in commissions between the BRLM and the Designated Intermediaries authorized to accept and bid as per information provided on the websites of the Stock Exchanges.

cxxxv. At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI and obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for Offer procedure, as prescribed by SEBI from time to time.

cxxxvi. To assist the BRLM to make the requisite submissions to regulators in relation to the Offer, if any.

cxxxvii. Assist the Company to identify and allot the Equity Shares to the eligible employees of the Company who bid under Employee Reservation Portion, if any.

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

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

i. All the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from SCSBs and the Sponsor Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges.

ii. Data/information received from the SCSBs and the Sponsor Bank(s) including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount.

iii. All the electronic records including reconciled data, bank schedules and certificates relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries.

iv. All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms.

v. Particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn.

vi. Particulars relating to all the rejected/ withdrawn/ unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the Depositories database.

vii. Basis of Allotment (except with respect to Anchor Investors) of Equity Shares to the successful Bidders as finalised by the Company in consultation with the BRLM and the Designated Stock Exchange, in accordance with applicable laws, along with relevant annexures and details.

viii. Demographic Details obtained from the concerned Depositories.

ix. Terms and conditions of the Offer of the Equity Shares.

x. Particulars relating to allocation and Allotment of Equity Shares against valid Bids and refunds to be returned/unblocked to the Bidders.

xi. List of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders.

xii. Particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer.

xiii. Particulars relating to the monies to be transferred to the Public Offer Account and the refunds to be returned/unblocked to the Bidders.

xiv. Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLM and the Designated Intermediaries.

xv. The Registrar shall initiate third party confirmation process on daily basis and not later than 9:30 am of the first Working Day from the Bid/Offer Closing Date. Further, the Registrar shall collate confirmation received from SCSBs and issuer banks on the third party applications as follows: (i) no later than 09:30 pm on the Bid/Offer Closing Date from the Sponsor Banks; (ii) no later than 7:30 pm on the Bid/ Offer Closing Date from the SCSBs and Syndicate ASBA, or such other period as prescribed under the UPI Circulars.

xvi. The Registrar shall undertake a third-party verification of the ASBA Forms by matching the PAN available in the demat account with the PAN available in the ASBA Account of the Bidders. In instances of mismatch, such ASBA Forms shall continue to be considered as invalid applications for finalising the Basis of Allotment in the ASBA Account.

xvii. Details of multiple electronic Bids submitted by Bidders (determined based on common PAN) and rejected by the Registrar.

xviii. Particulars relating to the refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders.

xix. Particulars relating to Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation.

xx. Particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids.

xxi. Reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, BRLM and the Bankers to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN.

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

xxiii. Monies received from Bidders and paid to the Share Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Share Escrow Account(s) opened for the purposes of the Offer on a regular basis to the Company, the Selling Shareholders and the BRLM as required by the Company, the Selling Shareholders and the BRLM;

xxiv. Refund credits electronically to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act.

xxv. Details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI direct credit etc.

xxvi. Details of the demand drafts issued, if any.

xxvii. Records of correspondence in respect of investor complaints, grievances or queries.

xxviii. Records of investor communication including for verifying PAN, DP ID, UPI ID and Client ID.

xxix. Records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned.

xxx. Records of pre-printed Offer stationery, including CAN, Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company.

xxxi. Complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly.

xxxii. Such other records as may be specified by SEBI, the Company, the Selling Shareholders the Designated Intermediaries and/or the BRLM for carrying on the activities as Registrar to the Offer.

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

In addition to the above, the Designated Intermediaries shall retain physical application forms submitted by RIIs and individual investors with application size of up to Rs. 5 lakhs using the UPI Mechanism, for a period of six months and thereafter forward the same to the Company. In respect of electronic forms received by it, the Designated Intermediaries shall maintain the relevant electronic records for a minimum period of eight years.

Subject to the provisions of any other law, including Regulation 14 and 15 of the SEBI RTA Regulations, and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, the Selling Shareholders and the BRLM with any report that is required by them using the information specified above in a timely manner. Further, any and all records / documents referred to and forming part of the annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall also be preserved and maintained by the Registrar for a period not less than eight years after completion of the Offer on behalf of the Company and the Selling Shareholders or such later period as may be prescribed under Applicable Laws.

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

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

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

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

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

8. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Bankers to the Offer and the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

9. The Registrar shall ensure that:

   i. Investors shall be sent first response within three Working Days after receipt of complaint. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint.

   ii. The enquiries and/or complaints from Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines.

   iii. The timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with applicable law. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 9.30 a.m. IST next working day after the finalization of the Basis of Allotment and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 5 p.m. IST on the next Working day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). Registrar shall follow-up with the SCSBs for completion of unblocking for non-allotted/partially-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under the Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under applicable law including SEBI RTA Master Circular in this regard.

iv. The Registrar has a proper system to track, address and redress investor complaints.

v. Adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per applicable law.

vi. It will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be.

vii. For electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank, and unblock/ refund funds at the earliest.

viii. Uniform procedure is followed for the processing of Bid cum Application Forms.

ix. It shall provide status update at periodic intervals (including on the status of the investor grievances) to the BRLM, the Selling Shareholders and the Company.

x. Information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid.

xi. It maintains an insider list in accordance with the directions of the Company.

xii. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Sponsor Bank and the Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

10. The Registrar acknowledges and shall comply with the SEBI (Foreign Portfolio Investors) Regulations, 2019 (**FPI Regulations**), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for Offer procedure, as prescribed by SEBI from time to time.

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

i. Be a party to creation of false market.

ii. Be a party to price rigging or manipulation.

iii. Be a party to passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company. The Registrar confirms that it along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

iv. 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.

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

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

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

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

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

iii. It will immediately notify the Company, the Selling Shareholders and the BRLM if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph.

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

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

vi. It will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.

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

viii. To the extent there is any conflict between the SEBI master circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025 and any other circular issued by SEBI, to the extent that it is relevant for the Registrar, the Registrar will ensure compliance with the SEBI master circular no. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91 dated June 23, 2025.

13. The Parties agree that the Offer is being undertaken in terms of *inter alia* SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (**T+3 Circular**) and the Registrar shall ensure that it perform all the duties set out in this Agreement in accordance with T+3 Circular.

14. Immediately on receiving instructions from the Company and/or any of the Selling Shareholders and/or the BRLM, in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Bank to unblock the ASBA Accounts and/or dispatch the refund orders to the Anchor Investors within the period specified in the Offer Documents, the Cash Escrow and Sponsor Bank(s) Agreement and as per UPI Circulars. In this regard, it is clarified that if the Selling Shareholders are required to provide instructions, then it shall be responsible for providing instructions only in relation to their respective proportion of the Equity Shares offered under the Offer. If the Company and/or any of the Selling Shareholders, as the case maybe, are liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Bidders or instructions to Escrow Collection Bank, with respect to bids received from Anchor Investors, within the period stated in the Offer Documents on receiving the instruction to do so from the Company, any of the Selling Shareholders and/or the BRLM's Indemnified Parties, the Registrar shall be liable to indemnify the Company and the Selling Shareholders for the cost incurred by the Company and/or any of the Selling Shareholders in paying interest as per applicable law. If the Company, any of the Selling Shareholders or the BRLM's Indemnified Parties are made liable to compensation/ damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, the Selling Shareholders or the BRLM's Indemnified Parties for such

compensation/damage, loss etc. incurred by the Company, any of the Selling Shareholders or the BRLM as the case may be.

15. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depositories and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.

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

17. The Registrar will handle the Offer and the Assignment related work from its office at Selenium Tower B, Plot No. 31 and 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032, Telangana, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.

18. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of CAN/Allotment Advice/allotment letters/ allotment/ allocation advice, share certificate etc. within the timelines prescribed by SEBI from time to time. On closure of the Bid/Offer Period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders and shall share the same with the Company and the Selling Shareholders within 2 working days from the date of receipt of request from the Company and the Selling Shareholder agrees to return the excess funds to the Company for onward payment to the Selling Shareholders (and the Company agrees that it shall make such onward payment to the Selling Shareholders, as applicable) in case the refunded amount on actuals is less than the estimated amount. The Selling Shareholders shall reimburse to the Company, any amounts paid by the Company on behalf of the Selling Shareholders in relation to the Offer in accordance with the Offer Agreement.

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

20. The Registrar will also (i) send bank-wise data of allottees to SCSBs/Escrow Collection Bank; (ii) initiate action to Allot and the transfer Equity Shares to the Bidders, including by transfer from the Share Escrow Account, after the approval of Allotment and transfer by the Board of Directors of the Company; and (iii) give instructions to transfer/unblock the funds from the Sponsor Bank, Share Escrow Account/SCSBs to the Public Offer Account, for

eventual credit to the Company and the Selling Shareholders in accordance with the Offer Documents and Applicable Laws.

21. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the Syndicate, the SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.

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

23. The Registrar shall extend all necessary support to the Company, the Selling Shareholders the BRLM and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including the UPI Mechanism).

24. The post-Offer stationery including certificates, letters of Allotment, Allotment/Allocation advices and refund orders/intimations/envelopes etc. shall be kept ready and handed over to the Registrar within one Working Day from the Bid/ Offer Closing Date and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the post-Offer stationery from the Stock Exchanges and the Refund Bank(s).

25. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLM and the Company and the Selling Shareholders, to be submitted to SEBI within the stipulated time. The Registrar will provide all support to BRLM to ensure timely compliance with SEBI circulars.

26. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLM.

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

28. The Parties agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Offer, shall be as specified in **Schedule III**, and after deducting all taxes, duties and levies as per applicable law. The Offer related expenses shall be shared by the Company and/or the Selling Shareholder in the manner set out in the Offer Agreement. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company, except for any out-of-pocket expenses.

29. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and the Selling Shareholders and provide certificates as may be requested by the BRLM, including at the stage of Bid/ Offer Closing Date, rejection of Bids, etc.

30. The Company and/or any of the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company and/or any of the Selling Shareholders decide to take such insurance.

31. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, then the Party so affected (**Affected Party**) shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it shall not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19 pandemic, its mutations and / or any consequent, restrictions or lockdown thereof. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement provided that, in such event if the Selling Shareholder proposes to terminate this Agreement, the Agreement shall be terminated only with respect to the Selling Shareholder and shall continue to remain valid in full force for the rest of the Parties. However, the Registrar shall continue to be responsible for the services detailed herein till the effective termination of the Agreement. The Company and the Selling Shareholder (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.

32. The Company and the Selling Shareholders in consultation with the BRLM, will be entitled to terminate this Agreement in respect of themselves in the event the Registrar's certificate of registration with SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and/or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.

33. In the event the Company in consultation with the BRLM, decides not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and the Selling Shareholders. Further, the Company and any of the Selling Shareholders may terminate this Agreement in respect of themselves with or without cause, on giving prior written seven days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and the Selling Shareholders in writing. It is clarified that the termination of this Agreement by one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholder or with respect to the Company.

34. The termination under this agreement shall be effective only when the new registrar is appointed for the Offer 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. If ever this Agreement is terminated for any reason whatsoever, then it shall be the duty of the Registrar to extend all such support as may be required by the Company and the Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer (at no extra cost). However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.

35. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Selling Shareholders shall extend necessary co-operation to the Registrar for its complying with such regulation, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a weekly basis to the Company, the Selling Shareholders and the BRLM in a mutually agreed format, provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports shall also be provided to the Company and the Selling Shareholders as and when required.

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

37. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of notice of such breach by the other Party and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, the Selling Shareholders, the BRLM and their respective affiliates, directors, management, officers, employees, representative, permitted assigns and successors and their respective agents and advisors or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons, and the BRLM's Indemnified Parties, from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest costs, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and the Selling Shareholders shall be entitled to terminate this Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 days of receipt of written notice of such breach by the Company and/or any of the Selling Shareholders. The Registrar undertakes that in the

event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within the timelines prescribed by SEBI from time to time, upon being instructed by the Company, the Selling Shareholders and/or the BRLM transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company, the Selling Shareholders and/or the BRLM.

38. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost, indemnify, keep indemnified, defend and hold harmless the Company, the Selling Shareholders, the BRLM and each of their respective affiliates, partners, management, representatives, directors, officers, employees, successors, agents, permitted assigns and advisors and their respective affiliates, and the BRLM's Indemnified Parties (collectively **Indemnified Parties**) at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, awards, judgments, cost, charges, expenses, interest costs, legal expenses (including attorney's fee), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Equity Shares offered/transferred or other third party against the Indemnified Party as a consequence of any act or omission of or any failure or deficiency or error on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to:

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

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

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

iv. any fine imposed by the SEBI or any other Governmental Authority against any of the Indemnified Parties; or

v. if any information provided to the BRLM is untrue, incomplete or incorrect in any respect; or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws or in connection with any fine imposed by the SEBI or any other governmental authority.

Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the Applicable Law including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory or judicial or quasi-judicial or governmental and/or administrative authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory or regulatory or judicial or quasi-judicial or governmental and/ or administrative authority or a court of law. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (**Letter of Indemnity**) in the format set out in **Annexure A** to the BRLM, to indemnify, at all times, the Indemnified Parties for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs which may be made or commenced against the Company and/or the BRLM by any Bidder or holder of the Equity Shares issued or any other third party, whether or not such BRLM's Indemnified Parties is a party to such claims liabilities or legal process, as a consequence of any act or omission of or any failure, error or deficiency arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM's Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocable agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity, and that entering into this Agreement for performing its services to the Company and the Selling Shareholder is sufficient consideration for the Letter of Indemnity.

39. The Registrar warrants and other parties agree to the following understanding with regard to the execution of instructions carried out by the Registrar:

i. The Registrar shall act from time to time on instructions given in any manner (including but not limited to verbal and electronic instructions) in circumstances where Registrar reasonably believe those instructions have emanated from them, BRLM or any person with authority to act on their behalf.

ii. Registrar will not be liable if any Loss is due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person(s) other than Registrar and their agents.

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

iv. Registrar's staff, that may be deployed on this assignment from time to time, have a specific agreement with Registrar which prevents them from employment opportunities with any of its clients, without Registrar's specific prior consent. In the event that the Company/ BRLM contemplates offering an employment opportunity to any of Registrar's existing staff, the same must not be with respect of a staff with whom you have had dealings in connection with the Engagement during the 12 (twelve) months immediately prior to their approach without Registrar's specific prior written consent.

v. The parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties to this Agreement to communicate electronically with themselves / BRLM and all third parties on all matters related to this Assignment. Accordingly, the Company agrees that the Registrar shall not be liable for any loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

40. The Registrar may have to provide certain information regarding the Bidders as may be required under applicable law, including income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties for any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders.

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

All notices to the Parties shall be addressed as under:

To the Company:

In case of the Prasol Chemicals Limited, to:

Prasol Chemicals Limited
Prasol House, Plot No A - 17/2/3,
T. T. C. Industrial Area, Khairne M.I.D.C.,
Thane, Navi Mumbai, Maharashtra, India, 400710.

Attention: Kiran Agrawal, Company Secretary and Compliance Officer

Email: investorservices@prasolchem.com

To the Registrar:

KFin Technologies Limited
Selenium Tower B, Plot No.31 and 32
Gachibowli, Financial District
Nanakramguda, Serilingampally,
Hyderabad 500 032, Telangana, India

Telephone: +91 40 6716 2222/1800 3009 4001

E-mail: einward.ris@kfintech.com

Attention: M Murali Krishna

To the Selling Shareholders

At the address mentioned in Schedule IV

A notice shall not be deemed to be 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 five Working Days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

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

42. Non-compliance of any of the covenants contained in this Agreement by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the Company, the Selling Shareholders and the BRLM immediately.

43. If any dispute, difference or claim arises between the Parties (**Disputing Parties**) hereto in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Disputing Parties shall attempt in the first instance to resolve the same through amicable negotiations. If the dispute is not resolved through such negotiations within 15 Working Days after commencement of discussions, then any Disputing Party may by notice in writing to the defending parties (**Defending Parties**) refer the dispute to binding arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended (**Arbitration Act**), Master Circular issued by SEBI bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and the relevant circulars issued by SEBI, as applicable. Any reference made to the arbitral tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by Parties under this Agreement. The arbitration shall be conducted as follows:

i. All claims, disputes and differences between the Parties arising out of or in connection with this Agreement shall be referred to or submitted for arbitration in Mumbai;

ii. The arbitration shall be conducted by a panel of three arbitrators, one to be appointed by the Disputing Parties and one to be appointed by the Defending Party. The two arbitrators shall appoint the third or the presiding arbitrator (collectively the '**Arbitral Tribunal**'). In the event that the Disputing Party or the Defending Party fails to appoint an arbitrator or the arbitrators fail to appoint the third arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the Arbitration Act. The arbitrators so appointed shall have relevant expertise in the area of securities and commercial laws;

iii. The governing law of the contract and the curial law and the law governing the Arbitration clause shall be the law of India;

iv. All proceeding shall be conducted in English language;

v. The Arbitral Tribunal shall have the power to award interest on any sums awarded;

vi. The arbitration award shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction;

vii. The arbitration award shall state the reasons on which it was based and shall be final and binding on the Disputing Parties and the Defending Parties. The Disputing Parties and the Defending Parties agree to be bound thereby and to act accordingly;

viii. The arbitrators shall cause their written and reasoned decision(s) to be delivered to the Parties. The arbitrators shall reach and render a decision in writing (with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute);

ix. The Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitrators;

x. A person who is not a party to this Agreement shall have no right to enforce any of its terms;

xi. The arbitrator may award to a Disputing Party or a Defending Party that substantially prevails on the merits, its costs and actual expenses (including actual fees of its counsel);

xii. The Disputing Parties and the Defending Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement; and

xiii. Nothing in this Clause shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Law. The Parties agree that the competent courts at Mumbai, India shall have exclusive jurisdiction to grant any interim and/or appellate reliefs in relation to any Dispute under this Agreement.

44. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

45. Subject to Clause 43, courts at Mumbai, shall have exclusive jurisdiction.

46. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.

47. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties (provided that such consent shall not be unreasonably withheld or delayed).

48. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.

49. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated on the expiry of 18 months from the Bid/Offer Closing date, provided that Clauses 4(ii), 6, 10, 11, 14, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46 and this Clause 49] shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and each of the respective Selling Shareholders, or the newly appointed registrar, as applicable. The Registrar shall extend all such support as may be required by the Company and the Selling Shareholders or their newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer.

50. The Registrar shall act in accordance with, and execute, all instructions communicated to it by the Company, each of Selling Shareholders and the BRLM. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholders in relation to its portion of the Offered Shares with the instructions provided by any other Party, the Registrar shall comply with the instructions of the Selling Shareholders holding the relevant Offered Shares.

51. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld or delayed.

52. If any provision/s of this Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.

53. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).

54. This Agreement may be executed in separate counterparts, each of which, when so executed and delivered shall be deemed to be an original. All such counterparts shall constitute one and the same instrument.

[*The remainder of the page has been left intentionally blank*]

This signature page forms an integral part of the Registrar Agreement executed between Kfin Technologies Limited, Selling Shareholders and Prasol Chemicals Limited.

For and behalf of Kfin Technologies Limited

____

Authorised signatory

Name: M Murali Krishna

Designation: Senior Vice President

Date:October 14th , 2025

This signature page forms an integral part of the Registrar Agreement executed between Kfin Technologies Limited, Selling Shareholders and Prasol Chemicals Limited.

For and behalf of Prasol Chemicals Limited

Dhaval N Parikh

Authorised signatory

Name: Dhaval Parikh

Designation: Joint Managing Director

Date:

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Sonal Nishith Dharia and Nishith Rasiklal Dharia (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Namita Tushar Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Mihir Bharat Kapadia (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

____

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Lina Suketu Parikh and Suketu Navinchandra Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

____

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Kinjal Pankil Dharia and Pankil Nishith Dharia (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

____

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Gaurang Natwarlal Parikh HUF (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

____
Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Gaurang Natwarlal Parikh and Tanvi Gaurang Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

____

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Chamak Jatin Parikh and Jatin Narendra Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Bhisham Kumar Gupta and Raksha Bhisham Gupta (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Usha Rajnikant Shah, Nishith Rajnikant Shah and Shah Sandhya Nishith (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Tushar Natverlal Dharia HUF (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Tushar Natverlal Dharia and Ami Tushar Dharia (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Sundeep Navinchandra Parikh and Sheetal Sundeep Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Suketu Navinchandra Parikh and Lina Suketu Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Suhagi Dhaval Parikh and Dhaval Nalin Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Shruti Sachin Parikh and Sachin Jatin Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Sheetal Sandeep Parikh and Sundeep Navinchandra Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Sachin Jatin Parikh and Shruti Sachin Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Pushpa Navinchandra Parikh and Suketu Navinchandra Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Nishith Rasiklal Dharia and Sonal Nishith Dharia (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties the day and year first below written.

SIGNED BY SELLING SHAREHOLDERS

______________________	______________________
Dipak Amarshi	**Ushma Amarshi**
Place:	**Place:**
Date:	**Date:**

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Jignasha Jay Kantawala and Jay Sailesh Kantawala (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Jatin Narendra Parikh and Chamak Jatin Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG KFIN TECHNOLOGIES LIMITED, SELLING SHAREHOLDERS AND PRASOL CHEMICALS LIMITED.

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

For and behalf of Heta T Parikh (as duly constituted power of attorney holder of Selling Shareholder)

Dhaval N Parikh

Authorised Signatory

Name: DHAVAL NALIN PARIKH

Place: MUMBAI

Schedule I

Certificate of Registration

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

प्ररूप ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय 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)

001430

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

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

KFIN TECHNOLOGIES LIMITED
Selenium, Tower B, Plot No. 31 and 32
Financial District, Nanakramguda, Serilingampally
Hyderabad- 500032
Telangana, India

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार 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*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।

II. Registration Code for the registrar to an issue and share transfer agent is **INR000000221**

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 विधिमान्य है।

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

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

स्थान Place **Mumbai**

तारीख Date **April 1, 2022**

Dinesh Joshi
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

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

Schedule II

Allocation of activities pertaining to the Assignment

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

Sr. No.	Activity	Party Responsible
I.	**PRE-OFFER WORK**	
1.	Finalizing of the Bankers to the Offer, list of branches (controlling (in case of Anchor Investors) and collecting branches)	Company in consultation with the BRLM
2.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of which should be in conformity with applicable laws, regulations and guidelines	Company in consultation with the BRLM /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Syndicate, the SCSBs, Designated Intermediaries, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges	Registrar in consultation with the BRLM
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer	Company in consultation with the BRLM /Registrar
5.	Placing of orders for and procuring pre-printed stationery	Company
II.	**OFFER WORK**	
1.	Expediting dispatch of applications, final certificate from controlling and collecting branches of the SCSBs, Sponsor Bank and obtaining the electronic bid data (including ASBA Bid data) from the Stock Exchanges	Registrar
2.	Acceptance and processing of applications at the collection centres designated by the Bank, including any ASBA Applications at any SCSBs, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	i. Collection of applications along with final certificate and schedule pages from collecting branches of SCSB and the Sponsor Bank; ii. Collection of Bid cum Application Forms from the SCSBs, Sponsor Bank, and Designated Intermediaries; iii. Processing all Bid cum Application Forms in respect of the Offer; and	Registrar

Sr. No.	Activity	Party Responsible
	iv. Upon closure of the Offer, collect the Bid file from the Stock Exchanges and validate the DP ID, UPI ID, Client Id and PAN with the Depository database and provide a file through the BRLM to the concerned member of the Syndicate of the erroneous Bids, which will be considered as invalid.	
4.	Informing the Stock Exchanges/the SEBI and providing necessary certificates to the BRLM on closure of the Offer	Company/Registrar
5.	Preparing the underwriter statement in the event of under-subscription in the Offer following closure of the Offer and seeking extension from Stock Exchange for processing	Registrar/Company/BRLM
6.	Scrutiny and processing of applications received from the Designated Intermediaries	Registrar
7.	Sending the electronic Bid file with certain fields like Bid cum Application Form number, number of Equity Shares, and amount or with any other additional fields as maybe required by the SCSBs, to all the SCSBs to facilitate validation of the Bid cum Application Forms for the Bids which are entered in the Stock Exchanges.	Registrar
8.	Numbering of Bid cum Application Forms and bank schedule and batching them for control purposes	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10.	Reconciliation of number of Bids, Equity Shares applied for, and money blocked with the final certificate received from the SCSBs or Sponsor Bank	Registrar
11.	Reconciliation with compiled data from the Stock Exchanges with details of collection/blocked amounts received from the Bankers to the Offer, the Sponsor Bank and SCSBs	Registrar
12.	Matching the reconciled data with the relevant Depository's database for correctness of DP ID, UPI ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar
13.	Reject all the Bids in the electronic file which do not get validated for the DP ID/UPI ID/Client ID and/or PAN with the concerned Depository's database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO bidding system of stock exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs	Registrar
14.	Matching with Bid data/reconciliation with bank schedules and the final certificate	Registrar

Sr. No.	Activity	Party Responsible
15.	Collection of request applications, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file	Registrar
16.	Eliminating invalid Bids and Bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to the Depositories	Registrar
18.	Matching with Depository details	Registrar
19.	Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and rejection of applications with technical faults and multiple applications with reference to regulations/procedures/guidelines. Prepare the list of technical rejection cases including rejected Bids based on mis-match between electronic Bid details and the Depositories' databases. Rejection of applications based on joint discussion between Registrar, Company and the BRLM	Registrar in consultation with the BRLM and Company
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM & Designated Stock Exchange.	Registrar
21.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except shares offered under the Offer for Sale and receive confirmation from the Depositories	Registrar
22.	Keeping a proper record of applications and monies blocked from the Bidders and paid to the Company /the Selling Shareholders/ the Designated Intermediaries.	Registrar
23.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with BRLM/ Registrar
24.	Preparation of fund transfer schedule based on approved Allotment	Registrar
25.	Instructing the Depositaries to lock-in for pre-Offer Equity Share capital and receiving confirmation form the Depositories.	Registrar
26.	Identifying inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations	Registrar
27.	Transfer & Allotment of Equity Shares on the basis of formula devised by the Stock Exchanges	Company
28.	Once Basis of Allotment is approved by the Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB, Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the	Registrar

Sr. No.	Activity	Party Responsible
	requisite money to the bank account within the timelines specified in the ASBA process: (i) Number of Equity Shares to be Allotted against each valid ASBA application (ii) Amount to be transferred from relevant bank account to the Company's Public Offer Account, for each valid ASBA (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Public Offer Account. (iv) Details of rejected ASBAs, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts.	
29.	Instructing the SCSBs for unblocking of the relevant bank account for transfer of requisite money to the Public Offer Account against each valid Bid	Registrar
30.	Assisting in obtaining of certificate from the auditors/practicing Company Secretary that the Allotment has been made as per the approved Basis of Allotment	Company
31.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
32.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
33.	Preparation of Allotment register-*cum*-return statement, index register (soft copy)	Registrar
34.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
35.	Credit to respective demat accounts in time as specified in the RHP and SEBI ICDR Regulations.	Registrar
36.	Preparation of list of the Registered Brokers, SCSBs, RTAs and DPs authorized to accept Bids as per information provided on the websites of the Stock Exchanges, to whom fees, commission or brokerage is to be paid including brokerage for Bids through the E-IPO mechanism.	Registrar
37.	Printing of Allotment Advice for refunding application money, as the case maybe	Registrar
38.	Submission of the required file to the Refund Bank(s) for payments to be made through the electronic mode	Registrar

Sr. No.	Activity	Party Responsible
39.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
40.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
41.	Overprinting of Allotment Advice and refund orders	Registrar
42.	Preparation of register of members and specimen signature cards (if required)	Registrar
43.	Mailing of documents by registered post wherever required	Registrar
44.	Payment of consolidated stamp duty on Allotment Advice issued (if applicable)	Company
45.	Dispatch of Allotment Advice and CAN within the time-frame specified in the Offer Documents and in accordance with applicable laws.	Company/Registrar
46.	Offer of duplicate refund orders	Registrar
47.	Revalidation of refund orders	Registrar
48.	To ensure that the Equity Shares are offered, Allotted and transferred only to permitted categories of investors	Registrar
49.	To ensure that the Equity Shares are offered, Allotted and transferred to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar/Company
50.	To ensure settlement of all investor complaints	Registrar/ Company
51.	Publishing the Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in newspapers where the Offer opening/closing advertisements have appeared earlier, and other disclosures in line with the SEBI ICDR Regulations.	Company in consultation with the BRLM and the Registrar
52.	Submission of the required file to the Escrow Collection Bank for payments to be made through the electronic mode	Registrar
53.	Providing all the relevant reports for listing and trading of the Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the BRLM	Registrar
54.	Providing information for Form FC-GPR /FC-TRS and other forms for filing with the Reserve Bank of India/relevant authorities in relation to Allotment of Equity Shares to/receipt of funds from NRIs, FIIs, non-residents, etc.	Registrar

Sr. No.	Activity	Party Responsible
55.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to the SEBI within the stipulated time in consultation with the Company /the Selling Shareholders and the BRLM	Registrar
56.	Registrar shall follow-up with the SCSBs for completion of unblocking for non-allotted/partially-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law).	Registrar
57.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Company/Registrar
58.	Seeking extension of time from the SEBI/the Ministry of Finance (Stock Exchange Division), Government of India if Allotment cannot be made within the stipulated time	Company/Registrar
59.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
60.	Calculation of commission payable to the Registered Brokers, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges and providing details of such commission to the bank, the Selling Shareholders and the BRLM.	Registrar
61.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post- Offer BRLM	Registrar/ SCSBs
62.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges.	Registrar
63.	Registrar shall prepare list of SCSBs who do not provide the confirmation and assist the BRLM in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021.	Registrar
64.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar
65.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Manager, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar

Sr. No.	Activity	Party Responsible
66.	Filing confirmation of credit of Equity Shares in accordance with SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 and SEBI RTA Master Circular, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges.	Registrar
67.	Any other activity as may be required in respect of the proposed public Offer	Registrar / Company / BRLM

Schedule III

1. All fees payable to the Registrar will be according to the terms and conditions agreed in the engagement letter executed between the Company and the Registrar dated October 7, 2025.

2. Please feel free to contact us on the address mentioned below for more information / clarification in this regard. Also, all stationery related to the IPO would contain the address and other contact details as given below:

   KFin Technologies Limited

   Selenium Tower B, Plot 31 and 32, Financial District,

   Nanakramguda, Serilingampally Mandal,

   Hyderabad – 500 032, Telangana, India

   Telephone: +91 40 6716 2222/1800 3009 4001**Toll Free no.:** einward.ris@kfintech.com

   Contact person: M Murali Krishna

Schedule IV

LIST OF SELLING SHAREHOLDERS

S. No.	Name of the Selling Shareholder	Amount (in ₹ million)	Address	Date of Selling Shareholder's consent letter
1.	Gaurang Natwarlal Parikh (held jointly with Tanvi Gaurang Parikh)	52.17	Blue Garden CHSL,7th Floor, Flat No. 23, Dr. G.D. Marg, Opp. Jindal House, Peddar Road, Cumbala Hill, Mumbai- 400026, Maharashtra	October 9, 2025
2.	Usha Rajnikant Shah (held jointly with Nishith Rajnikant Shah and Sandhya Nishith Shah)	1130.31	41 Valentina Building, Naoroji Gamadia Road, Near Activity School, Off Peddar Road Cumballa Hill, Mumbai-400026	October 9, 2025
3.	Gaurang Natwarlal Parikh HUF	469.50	Blue Garden CHSL,7th Floor, Flat No. 23, Dr. G.D. Marg, Opp. Jindal House, Peddar Road, Cumbala Hill, Mumbai- 400026, Maharashtra	October 9, 2025
4.	Kinjal Pankil Dharia (held jointly with Pankil Nishith Dharia)	50.00	Flat no 16, 8 floor, Brij Bhavan building, 630 peddar road, Cumballa Hill, Mumbai 400026, Maharashtra, India	October 9, 2025
5.	Sonal Nishith Dharia (held jointly with Nishith Rasiklal Dharia)	222.50	Flat number 16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026, Maharashtra	October 9, 2025

S. No.	Name of the Selling Shareholder	Amount (in ₹ million)	Address	Date of Selling Shareholder's consent letter
6.	Sachin Jatin Parikh (held jointly with Shruti Sachin Parikh)	100.00	B 3603, Trump Towers, Lodha Park, Near Kamala Mills, Lower Parel, VTC Mumbai, PO: Delisle Road, District: Mumbai City, Maharashtra, PIN 400013	October 9, 2025
7.	Suketu Navinchandra Parikh (held jointly with Lina Suketu Parikh)	32.52	A/20, Sukhmani Apartment Associated CHS, 683 Bomanji Petit Road, Near Parsi General Hospital Cumbala Hill, Mumbai- 400026, Maharashtra	October 9, 2025
8.	Jignasha Jay Kantawala (held jointly with Jay Shailesh Kantawala)	30.00	1501/1502, Ashok Gardens, D Wing, Towe 2, Tokersey Jivraj Road, Sewri, Mumbai – 400015	October 9, 2025
9.	Chamak Jatin Parikh (held jointly with Jatin Narendra Parikh)	120.00	A 2401, Trump Towers, Lodha Park, Senapati Bapat Marg, Lower Parel, VTC Mumbai, PO: Dilisle Road, District Mumbai city, State Maharashtra, Pincode-400013	October 9, 2025
10.	Bhisham Kumar Gupta (held jointly with Raksha Bhisham Gupta)	390.30	C-601, Amey CHS Ltd., Plot No. 24 to 29, Sector- 4, Palm Beach Road, Wadhawa Complex Nerul-West, Navi Mumbai, Nerul, Thane, Maharashtra-400706	October 9, 2025

S. No.	Name of the Selling Shareholder	Amount (in ₹ million)	Address	Date of Selling Shareholder’s consent letter
11.	Tushar Natverlal Dharia (held jointly with Ami Tushar Dharia)	5.20	Dhanvantri Bhavan, Flat No, 34, 9th Floor, 143/B, August Kranti Marg, Kemps Corner, Mumbai, Maharashtra – 400036	October 9, 2025
12.	Tushar Natverlal Dharia HUF	515.19	Dhanvantri Bhavan, Flat No, 34, 9th Floor, 143/B, August Kranti Marg, Kemps Corner, Mumbai, Maharashtra – 400036	October 9, 2025
13.	Suhagi Dhaval Parikh (held jointly with Dhaval Nalin Parikh)	185.00	Flat No 3201, Raheja Artesia, Baburao Pendharkar Marg, Opp Hind Cycle Company, Worli, Mumbai 400025, Maharashtra	October 9, 2025
14.	Pushpa Navinchandra Parikh (held jointly with Suketu Navinchandra Parikh)	32.52	16, Maheshwar Niketan, 4th Floor, Peddar Road, Near Jaslok Hospital, Cumballa Hill, Mumbai- 400026, Maharashtra	October 9, 2025
15.	Sundeep Navinchandra Parikh (held jointly with Sheetal Sandeep Parikh)	32.52	16, Maheshwari Niketan 4th Floor, Peddar road Near Jaslok Hospital Cumballa Hill Mumbai 400026	October 9, 2025
16.	Lina Suketu Parikh (held jointly with Suketu Navinchandra Parikh)	32.52	A/20, Sukhmani Apartment Associated CHS, 683 Bomanji Petit Road, Near Parsi General Hospital Cumbala Hill,	October 9, 2025

S. No.	Name of the Selling Shareholder	Amount (in ₹ million)	Address	Date of Selling Shareholder's consent letter
			Mumbai- 400026, Maharashtra	
17.	Sheetal Sandeep Parikh (held jointly with Sundeep Navinchandra Parikh)	32.52	16, Maheshwari Niketan 4th Floor, Peddar road Near Jaslok Hospital Cumballa Hill Mumbai 400026	October 9, 2025
18.	Dipak Amarshi (held jointly with Ushma Amarshi)	65.00	241, Edgwarebury Lane, Edgware, HA8 8QJ	October 9, 2025
19.	Heta T Parikh	64.82	4 Plaza apartments, 48, Bhosale Nagar, Ganeshkhind road, Nr. E-square Multiplex, Ganeshkhind Pune - 411007, Maharashtra, India	October 9, 2025
20.	Namita Tushar Parikh	76.45	4 Plaza apartments, 48, Bhosale Nagar, Ganeshkhind road, Nr. E-square Multiplex, Ganeshkhind Pune - 411007, Maharashtra, India	October 9, 2025
21.	Nishith Rasiklal Dharia (held jointly with Sonal Nishith Dharia)	366.87	Flat number 16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026, Maharashtra	October 9, 2025
22.	Mihir Bharat Kapadia	5.00	1801, 7 South Avenue, Jahangir Daji Street, Behind Bhatia Hospital, Tardeo, Grant Road- (W), Mumbai- 400007, Maharashtra, India	October 9, 2025

S. No.	Name of the Selling Shareholder	Amount (in ₹ million)	Address	Date of Selling Shareholder's consent letter
23.	Jatin Narendra Parikh (held jointly with Chamak Jatin Parikh)	120.00	A 2401, Trump Towers, Lodha Park, Senapati Bapat Marg, Lower Parel, VTC Mumbai, PO: Dilisle Road, District Mumbai city, State Maharashtra, Pincode-400013	October 9, 2025
24.	Shruti Sachin Parikh (held jointly with Sachin Jatin Parikh)	69.09	B 3603, Trump Towers, Lodha Park, Near Kamala Mills, Lower Parel, VTC Mumbai, PO: Delisle Road, District: Mumbai City, Maharashtra, PIN 400013	October 9, 2025

Annexure A

LETTER OF INDEMNITY

[*Enclosed Separately*]