



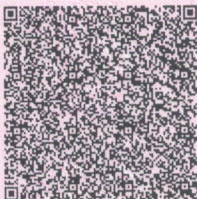
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INDIA NON JUDICIAL

Government of Tripura

e-Stamp

Certificate No. : IN-TR31744438566736W
Certificate Issued Date : 26-Dec-2024 01:00 PM
Account Reference : CSCACC (GV)/ trcsceg07/ TR-WTRBIS0136/ TR-WTR
Unique Doc. Reference : SUBIN-TRTRCSCEG0761294634434256W
Purchased by : OVAL PROJECTS ENGINEERING LIMITED
Description of Document : Article IA-5(1) Memorandum of an Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : OVAL PROJECTS ENGINEERING LIMITED
Second Party : MAS SERVICES LIMITED
Stamp Duty Paid By : OVAL PROJECTS ENGINEERING LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED JANUARY 05, 2025, ENTERED INTO BY AND AMONGST OVAL PROJECTS ENGINEERING LIMITED, GOUTAM DEBNATH, KAPIL MANTRI, VUMMIDI ANANTH, ALL TIME SECURITIES PRIVATE LIMITED AND YASH SHARES AND STOCK PRIVATE LIMITED AND MAS SERVICES LIMITED

HOF 0022507963

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

REGISTRAR AGREEMENT

BY AND AMONGST

OVAL PROJECTS ENGINEERING LIMITED

AND

MAS SERVICES LIMITED

AND

SELLING SHAREHOLDERS (AS DEFINED HEREINAFTER)

This Registrar Agreement (the “**Agreement**”) is made at Tripura on this Sunday, January 05, 2025, by and among:

- 1) **OVAL PROJECTS ENGINEERING LIMITED** a company incorporated under the Companies Act, 1956, and having its registered office at House No. 451568, Milan Chakra, Near Prajapita Brahmakumari Centre, Badharghat, P.O. A.D. Nagar, Agartala, Tripura-799003, India (hereinafter referred to as the “**Company**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors and permitted assigns of the **FIRST PART**.

AND

- 2) **MAS SERVICES LIMITED** a company incorporated under Companies Act, 1956 and having its registered office at T-34, 2nd Floor, Okhla Industrial Area, Phase - II, New Delhi -110 020, Delhi, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include successors and permitted assigns of the **SECOND PART**;

AND

- 3) **GOUTAM DEBNATH**, an adult Indian residing at Milanchakra, A.D. Nagar, West Tripura-799003, India (hereinafter referred to as the “**Selling Shareholder 1**”) which expression shall unless repugnant to the context of meaning thereof, include all his heirs, executors, administrators, legal representatives, successors and permitted assigns of the **THIRD PART**.

AND

- 4) **KAPIL MANTRI**, an adult Indian residing at K12 K Block Rajouri Garden, Delhi - 110027 (hereinafter referred to as the “**Selling Shareholder 2**”) which expression shall unless repugnant to the context of meaning thereof, include all his heirs, executors, administrators, legal representatives, successors and permitted assigns of the **FOURTH PART**.

AND

- 5) **VUMMIDI ANANTH**, an adult Indian residing At H No 29 O No 15, Neelakanta Mehta Street, Thiyagaraya Nagar, Chennai - 600017 (hereinafter referred to as the “**Selling Shareholder 3**”) which expression shall unless repugnant to the context of meaning thereof, include all his heirs, executors, administrators, legal representatives, successors and permitted assigns of the **FIFTH PART**.

AND

- 6) **ALL TIME SECURITIES PRIVATE LIMITED**, a company incorporated under provisions of the Companies Act, 1956 and having its registered office at D-14/83-84 Shiva Road, Sector-8, Rohini, Delhi - 110085 (hereinafter referred to as the “**Selling Shareholder 4**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **SIXTH PART**.

AND

- 7) **YASH SHARES AND STOCK PRIVATE LIMITED**, a company incorporated under provisions of the Companies Act, 1956, and having its registered office at 61, 62 Gaya Building, 4th Floor, 109 Y M, Ali Road, Masjid (W), Mumbai, Maharashtra - 400003 (hereinafter referred to as the “**Selling Shareholder 5**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **SEVENTH PART**.

In this Agreement:

- (i) The Selling Shareholder 1, Selling Shareholder 2, Selling Shareholder 3, Selling Shareholder 4, and Selling Shareholder 5, is referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and
- (ii) The Company, the Selling Shareholders and the Registrar are together referred to as “**Parties**”, and individually as “**Party**”, as the context may require.

WHEREAS

1. The Company and the Selling Shareholders (*as set-out in Appendix A hereto*) propose to undertake an initial public offering of 56,98,000 Equity Shares of face value of Rs. 10/- each of the Company aggregating up to ₹ [●] lakhs (the “**Equity Shares**”), comprising a fresh issue of up to 53,08,000 Equity Shares aggregating up to ₹ [●] lakhs (the “**Fresh Issue**”) and an offer for sale of up to 3,90,000 Equity Shares aggregating up to ₹ [●] lakhs by the Selling Shareholders (the “**Offered Shares**”) (such offer for sale, the “**Offer for Sale**”) in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and other Applicable Laws (as defined herein) (the Fresh Issue together with the Offer for Sale, the “**Offer**”), at such price as may be discovered through the book building process under the ICDR Regulations and determined by the Company in consultation with the BRLM (as defined below) and the Selling Shareholders (the “**Offer Price**”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations; and (ii) outside the United States, in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and the applicable laws of the jurisdictions where offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the

BRLM (as defined below), on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The board of directors of the Company (the “**Board**”), pursuant to its resolution dated September 21, 2024 has authorised the Offer. The shareholders of Company, pursuant to a resolution dated October 18, 2024 has authorized the Offer.
3. The Selling Shareholders namely Goutam Debnath, Kapil Mantri, Vummidi Ananth, All Time Securities Private Limited, and Yash Shares And Stock Private Limited, , have consented to participate in the Offer in accordance with the terms agreed to in their respective consent letters all dated and their respective transmittal letter all.
4. The Company and the Selling Shareholders have appointed SMC Capitals Limited (the “**BRLM**”) to manage the Offer on such terms and conditions as set out in the offer agreement to be executed amongst the Company, Selling Shareholders and the BRLM (“**Offer Agreement**”).
5. The Registrar is an entity registered with the Securities and Exchange Board of India (the “**SEBI**”) under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) and has a valid and subsisting registration no. INR 000000049 to act as the registrar to the Offer.
6. The Company is in the process of filing a Draft Red Herring Prospectus with the SME Platform of BSE Limited (the “**Stock Exchange**” or “**BSE**”) and will subsequently file the Red Herring Prospectus and the Prospectus with the Stock Exchange, the RoC (*as defined hereafter*) and SEBI (for record purposes only) in relation to the Offer.
7. The Company and the Selling Shareholders have appointed the Registrar to act as the Registrar to the offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and include all responsibilities required to be discharged by a registrar to the Offer in the manner as required under the applicable rules and regulations including the RTA Regulations and applicable provisions of the Securities and Exchange Board of India Act, 1992 (the “**SEBI Act**”), and the Registrar has accepted the Assignment. The Board vide its resolution dated September 21, 2024 has approved the appointment of MAS Services Limited as the Registrar to the Offer as per the terms and conditions detailed in this Agreement.
8. In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Parties for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.
9. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. 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) (“**UPI Bidders**”) may also participate through the unified payment interface (the “**UPI**”) process, in accordance with, and based on the timeline prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 05, 2022 SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 SEBI/HO/CFD/DIL2/P/CIR/2022/75 May 30, 2022, SEBI master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 SEBI Master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the “**UPI Circulars**”), and any other applicable law. The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI or the Stock Exchange 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.
10. Further, the Company shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to follow, co-operate and comply with the instructions given by the 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. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - iii. words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
 - 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 novated;
 - 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. any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
 - viii. "**Working Day**" shall mean all days on which commercial banks in Mumbai, India are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Offer Period, "*Working Day*" shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchange, "**Working Day**" shall mean all trading days of the Stock Exchange excluding Sundays and bank holidays in India in accordance with circulars issued by SEBI.
 - ix. in this Agreement, the term "ASBA" shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorising a Self-Certified Syndicate Banks ("SCSBs") to block the Bid Amount in the ASBA Account and will include applications made by UPI Bidders using UPI, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders;
 - x. references to a section, clause, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to a section, paragraph, schedule or annexure of this Agreement;
 - xi. unless otherwise defined, the reference to the word 'days' shall mean calendar days;
 - xii. references to the Offer Documents (as defined hereafter) shall mean the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus as of their respective dates;
 - xiii. 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; and
 - xiv. the Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement;
 - xv. all capitalised 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 the Registrar of Companies, Shillong (the "RoC") and also with the Stock Exchange 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 MAS Services Limited as the Registrar to the Offer and the Registrar accepts such appointment by accepting the terms of the appointment and signing this Agreement. Notwithstanding anything contained to the contrary in this Agreement, (i) the rights and the obligations of the Company and the Selling Shareholders hereunder shall be several and not joint, and not joint and several, and the Selling Shareholders shall not be liable for the obligations of the Company or the Registrar, as the case may be; and (ii) no Party shall be liable for any default by another Party. 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 Selling Shareholders under this Agreement (to the extent applicable) shall be limited to the extent of portion of Equity Shares offered by Selling Shareholders 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 Companies Act and the SEBI ICDR Regulations, 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, declares and undertakes that:

- a) It has obtained a certificate of registration dated 11/07/2012, bearing registration number INR000000049 (as enclosed) issued to the Registrar by SEBI which is valid permanently unless suspended or cancelled by SEBI (the "**Certificate**"). The Registrar shall ensure that the Certificate shall remain in force, including by taking prompt steps for renewal or re-application if it is cancelled earlier, at all times till the completion of the Assignment and the Registrar shall keep the Company, the Selling Shareholders and the BRLM informed on an immediate basis if due to any reason, 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 or judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.
- b) It shall keep and maintain the books of account and documents specified under Regulations 14 and 15 of the RTA Regulations, in respect of eight preceding financial years for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be required under applicable law. Any and all records/documents referred to and forming part of the Annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for period not less than 8 (eight) years from the date of listing and commencement of trading of the Equity Shares on behalf of the Company and Selling Shareholders and shall facilitate provision of such documents as required by Company/Book Running Lead Manager in relation to the Offer.
- c) It is not an associate and shall not be deemed to be an associate of the Company or any of the Selling Shareholders for the purposes of the RTA Regulations.
- d) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI, or any other statutory, regulatory or supervisory authority, or court/ tribunal and that it is not debarred or suspended by any such authority from carrying on its activities as a 'registrar to an issue' including the activities in relation to the Assignment, by SEBI or any other regulatory authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to immediately inform the Company, the Selling Shareholders and the BRLM of such orders and accordingly establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLM in consultation with the Selling Shareholders and the Company. In the event, the Company, the Selling Shareholders and/or the BRLM and their respective Affiliates and their directors, management, representatives, officers, employees, advisors, successors, permitted assigns and agents or other persons acting on its behalf, and each other person if any, controlling the BRLM (collectively along with the BRLM, the "**BRLM's Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the Registrar shall indemnify the Company, each of the Selling Shareholders and the BRLM Indemnified Parties as applicable, in accordance with the terms of this Agreement and as per the Letter of Indemnity issued to the BRLM, as applicable.
- e) 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 RTA Regulations and all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI (Issue of Capital and Disclosure Requirements) Regulation, 2018 ICDR Regulations and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (the "**SEBI Listing Regulations**") and any other applicable rules and regulations, and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Selling Shareholders, the BRLM and the prospective investors who make a bid pursuant to the terms of the Red Herring Prospectus and the Bid cum Application Form and unless otherwise stated or implied, (including an Anchor Investor) ("**Bidders**"). 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, the Selling Shareholders, the BRLM and any other person in relation to the Offer, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or any other applicable law.
- f) It shall make adequate disclosure to the Company, the Selling Shareholders and the BRLM of any existing and/ or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service during the course of this Assignment. It shall co-operate and comply with any instructions the Company, the Selling Shareholders and the BRLM

may provide in respect of the Offer. It shall immediately notify the Company, each of 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/or the BRLM for any losses caused due to such errors or delays.

- g) It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the applicable law, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the rules, regulations and bye-laws of the Stock Exchange, the guidelines, regulations, notifications and circulars issued by SEBI from time to time and the SEBI Listing Regulations. It shall immediately notify the Company, the Selling Shareholders and the BRLM of any errors, delays or any anticipated delays 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, each of the Selling Shareholder and the BRLM for any losses caused due to such error or delays, if such errors/delays are caused by the acts/actions of the Registrar due to any non-compliance of the Applicable Laws including without limitation, the SEBI ICDR Regulations, the rules, regulations and bye-laws of the Stock Exchange, if such non-compliance is caused by the acts/ actions of the Registrar. It shall co-operate and comply with any instructions that the Company and the BRLM may provide in respect of the Offer, in accordance with the terms of this Agreement and the Applicable Laws.
- h) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth as stipulated in the RTA Regulations to honour its obligations and liabilities under this Agreement. It shall have a separate and dedicated team of personnel handling post-Offer correspondences.
- i) 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 of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify the Company, each of Selling Shareholder, the BRLM, 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.
- j) 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.
- k) It shall co-operate and comply with any instructions the Company, the Selling Shareholders and the BRLM may provide in respect of the Offer provided that they do not give any instructions which are in violation of any applicable law.
- l) It has connectivity with the depositories, namely the National Securities Depository Limited (the "NSDL") and Central Depository Services (India) Limited (the "CDSL", and collectively with NSDL, the "Depositories") in this regard, shall provide all assistance to the Company and BRLM in all other work incidental to, or connected with processing of electronic IDs application for issue/refund/allotment/investor services/ listing permission/trading and procuring permissions;
- m) It undertakes that the demographic details given by the Bidders in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.
- n) It is not subject to any litigation, or injunction or order of any, court or regulatory, judicial quasi-judicial and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as a 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 authority.
- o) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar's ability to perform its duties or obligations under this Agreement.
- p) It is duly incorporated and validly exists under applicable law and this Agreement has been duly authorized, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- q) In the event the Registrar is unable to continue to act as a Registrar to the Offer at any point of time, due to any order, injunction, direction of any statutory or regulatory 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, the Selling Shareholders and the BRLM, and for a smooth transition of the data held by the Registrar in relation to the Offer and the Equity Shares (at no cost to the Company or any of the Selling Shareholders for such transition) to another Registrar as may be appointed by the Company in consultation with the BRLM and the Selling Shareholders. However, the Registrar shall continue to be liable for any acts done prior to such transition.

- r) It shall keep the Company, the Selling Shareholders and the BRLM fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory or statutory authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory authority, as may be applicable, and shall also immediately inform the Company, the Selling Shareholders and the BRLM in case of any change in its constitution or status.
 - s) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances.
 - t) It shall hand over to the Company all records/data and all related documents which are in possession in its capacity as a registrar within 15 (fifteen) days from the date of termination of this Agreement or within 15 (fifteen) days from the date of cancellation of its certificate of registration as a registrar, whichever is earlier.
 - u) It has formulated and implemented a comprehensive policy framework approved by its board of directors, and is in compliance with the requirements of the SEBI circular bearing reference number SEBI/HO/MIRSD/DoP/CIRP/2018/119 dated August 10, 2018 and the SEBI circular bearing reference number SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and has implemented all systems and policies required in such circulars. The Registrar shall provide back-up documents for the transactions to the BRLM within one month of closure of the Offer.
5. The Company hereby declares that it has complied with and agree to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, and all other applicable laws, rules, regulations and guidelines, to enable it to make the Offer. The Selling Shareholders, in relation to the Offer for Sale of their portion of the Offered Shares, hereby declare that they have complied with and agree to comply with all relevant statutory formalities under the Companies Act, the SEBI ICDR Regulations, and all other applicable laws and guidelines, to enable them to participate in such Offer for Sale. The Company also agrees that it will coordinate with the Registrar and that it will not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory authority. All obligations of the Parties 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 the Company or the Selling Shareholders, or the BRLM, as applicable, will be free to withdraw/ modify such instructions, if required.
6. This Agreement entered into between the Parties is for engaging MAS Services Limited as the Registrar to the Offer and does not in any way bind the Company and/ or the Selling Shareholders to appoint MAS Services Limited as the registrar and share transfer agent of the Company and/or the Selling Shareholders. The Company and the Selling Shareholders have the absolute right to appoint any other agency as their registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent other than MAS Services Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to it by virtue of being the Registrar to the Offer in a format compatible to the registrar and transfer agent appointed by the Company, in consultation with the Selling Shareholders and the BRLM, without any additional charges.
7. The Parties, severally and not jointly (and not jointly and severally), agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **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 RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon mutually 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, the Share Escrow Agreement, the Escrow and Sponsor Bank Agreement, the Syndicate Agreement, the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus to be issued by the Company in relation to the Offer (collectively, the "**Offer Documents**"). The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, logo and other requisite details required under applicable law, in the Offer Documents and in all such other documents as are 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:
- a) To enter into the Cash Escrow and Sponsor Bank Agreement with the Company, the Selling

Shareholders, the BRLM, the Syndicate Members and the Bankers to the Offer wherein the Registrar shall issue requisite instructions to the Bankers to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;

- b) To enter into the Share Escrow Agreement with the Company, and the Selling Shareholders prior to filing of the Red Herring Prospectus, in terms of which the Registrar shall, along with executing an indemnity letter pursuant to the Share Escrow Agreement in favour of the Book Running Lead Manager, in relation to the Offer, shall open a share escrow account ("**Share Escrow Account**") on such terms as may be prescribed, pursuant to which each of the Selling Shareholders have transferred or shall transfer their Offered Shares into the Share Escrow Account with the registrar within the prescribed timeline, and as may be agreed upon in the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in terms of instructions issued under the Share Escrow Agreement and shall also ensure that the Offered Shares are transferred into the Share Escrow Account pursuant to the Share Escrow Agreement.
- c) To enter into the 'Underwriting Agreement' with the Company, the Selling Shareholders, the Underwriters and the 'Syndicate Agreement' with the Company, the Selling Shareholders, the Book Running Lead Manager and Syndicate Members, in terms of which the members of the Syndicate shall fulfill their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;
- d) To enter into any other agreement with the Company, the Selling Shareholders, the Book Running Lead Manager, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement;
- e) Liaising with the Depositories on behalf of the Company and the Selling Shareholders for obtaining the International Securities Identification Number (the "**ISIN**") and for finalising the tripartite agreement to be entered into with the Depositories;
- f) Facilitating dematerialisation, if required, of the Equity Shares held by the existing shareholders of the Company, including the Selling Shareholders prior to the filing of the Draft Red Herring Prospectus or Red Herring Prospectus, as the case may be;
- g) Provide detailed instructions to the Bankers to the Offer, SCSBs, members of Syndicate, Collecting Depository Participants (the "**CDPs**"), sub-Syndicate members/ agents, Registrars to the Offer and Transfer Agents registered with SEBI (the "**RTAs**") and Registered Brokers who are authorised to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the "**Designated Intermediaries**"), including the format and timeline of receipt of information;
- h) Providing/ specifying the format to the Designated Intermediaries in which information in relation to ASBA or the UPI Mechanism is required;
- i) Providing intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Offer Opening Date;
- j) 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;
- k) Finalising with the Company, the Selling Shareholders and the BRLM on the amount of processing fees, brokerage and commission payable to the Designated Intermediaries;
- l) Ensuring that, with respect to UPI Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- m) Providing inputs for finalising the Bankers to the Offer and assist in identification of the collecting branches at the collection centres;
- n) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path;

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as issuer banks for UPI;
- o) Follow up with the Sponsor Bank, Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with the

Sponsor Bank, Banker to the Offer and SCSBs and advising the members of the syndicate to be appointed by the BRLM through the Stock Exchange, of the mismatches, if any, that may warrant a correction of the Bid data;

- p) Submitting the details of cancelled/withdrawn/deleted applications made through the UPI Mechanism to SCSB's on a daily basis within an hour of bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder;
- q) The Registrar shall prepare and share the list (including updated list daily) of SCSBs who do not provide the confirmation as per Annexure IV of SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 within the prescribed timeline.
- r) The Registrar shall provide the allotment/revoke files to the Sponsor Bank before 9 a.m. on BOA+1;
- s) It shall receive pending applications for unblock submitted with it, not later than 4:00 p.m., on the next Working Day following the Basis of Allotment in accordance with the SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023;
- t) Submitting the bank-wise pending UPI applications for unblocking of funds to SCSBs along with the allotment file, not later than 9:00 am BOA+1 The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications etc. and receipt of confirmation (in the prescribed format) from SCSBs on the same day, in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023;
- u) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post issue BRLM, and ensuring the effective redressal of such grievances;
- v) The sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs and the Sponsor Bank, as the case may be, including the syndicate SCSBs, participating in the Offer, on same day the closure of the Offer;
- w) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise the members of the syndicate to be appointed by the BRLM of the mismatches, if any, that may warrant a correction of the Bid data;
- x) To advise the Company and the Selling Shareholders on the amount of stamp duty payable and the mode of payment of such stamp duty, in relation to the Offer;
- y) Ensuring that SCSBs applying through ASBA, if any, shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;
- z) To obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing to check whether the Bidder falls under the Sikkim category or any other exempt category;
- aa) To review the sections related to offer procedure in the Offer Documents and confirm their accuracy;
- bb) 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;
- cc) Assisting BRLM to ensure compliance of all post issue activities within time as prescribed under Applicable Laws;
- dd) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) as per information provided on the website of the Stock Exchange in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;

- ee) Collecting within the timelines provided under the circulars and regulations notified by the SEBI and in the manner as specified by the Company, the Selling Shareholders and the BRLM:
- i. the Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the Banker(s) to the Offer and the Designated Intermediaries, 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;
 - ii. the physical Bid cum Application Forms (pertaining to non-ASBA Bids) from the Registered Brokers following the expiry of six months from the Bid/ Offer Closing Date;
 - iii. the electronic Bid file/data from the Stock Exchange containing the application number and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation on a daily basis;
 - iv. Coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders by way of UPI from Sponsor Bank after closure of Bid/ Offer Closing Date;
 - v. aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Banks and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank;
 - vi. At the time of finalisation of basis of allotment, the Registrar shall rely on and only use the permanent account number issued by Income Tax Department of India for checking compliance for a single FPI;
 - vii. soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the SCSBs and the Sponsor Bank, and in relation to the Anchor Investors, the Anchor Investor Application Form from the BRLM and the data/information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks; and
 - viii. PAN, DP ID, Client ID, UPI ID and other demographic details of valid beneficiary accounts from the Depositories;

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;

- ff) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;
- gg) Co-ordinating with the Depositories and ensuring that the number of Equity Shares allocated to each Bidder is correct in all respects
- hh) To process all Bids along with bank schedules received from the Designated Intermediaries and the Sponsor Bank in respect of the Offer and the electronic Bid file received from the Stock Exchange in respect of the Offer;
- ii) To advise the Designated Intermediaries through the Stock Exchange of the mismatches, if any, that may warrant a correction of Bid data;
- jj) To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such applications 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 Exchange without reference to the physical Bid cum Application Forms;
- kk) On closure of the Offer, collect the Bid file from the Stock Exchange/ the BRLM and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the concerned Designated Intermediary (through the BRLM) and BRLM of the erroneous Bids which will be considered as invalid;
- ll) Deliver the Bid file received from the Stock Exchange containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;

- mm) 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;
- nn) To reconcile the compiled data received from the Stock Exchange and all SCSBs, the BRLM, the Escrow Collection Bank and the Sponsor Bank, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- oo) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchange and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs;
- pp) 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 Exchange by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;
- qq) To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. two Bids bearing the same unique identification number);
- rr) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- ss) To forward the exception report to the Stock Exchange for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date;
- tt) To coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law
- uu) Deliver the Bid file received from the Stock Exchange containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank who shall use such information for due validation;
- vv) To collect from the SCSBs, the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the Book Running Lead Manager, in each case within the timelines prescribed by SEBI;
- ww) 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 and as finalized by the Company in consultation with the BRLM;
- xx) To follow and complete all processes provided in the Offer Documents, as applicable;
- yy) To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;
- zz) 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;
- aaa) 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 specified in and in the format mentioned by SEBI;
- bbb) To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- ccc) 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;
- ddd) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company, the Selling Shareholders and the BRLM;
- eee) To communicate to the Company, the Selling Shareholders and the BRLM at the earliest in the event of discrepancy between online system of the Stock Exchange and the SCSB's data;

- fff) To keep a proper record of Bid cum Application Forms and monies received from Bidders and paid to the escrow accounts opened under the Escrow and Sponsor Bank Agreement and reporting the number of Bid cum Application Forms collected and amount of monies received from Bidders and deposited in such escrow accounts to and as may be agreed with the Company, the Selling Shareholders, the BRLM and the Registrar, on a daily basis until the end of Bidding;
- ggg) To provide exceptions to enable the Company, the Selling Shareholders and the BRLM to take decision on the Bids;
- hhh) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- iii) 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/3/2010 dated April 22, 2010, 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/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22) dated February 15, 2018, SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 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;
- jjj) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from 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. The Registrar must ensure that such statement of Bids proposed to be rejected are provided to the BRLM such that the finalization of rejections and finalization of Basis of Allotment occurs before 6:00 p.m. within one Working Day from the date of closure of the Offer;
- kkk) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchange;
- lll) To send the Confirmation Allocation Note (the "CAN") to the Anchor Investors and the Allotment Advice to ASBA Bidders as applicable who have been Allotted Equity Shares in the Offer;
- mmm) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations;
- nnn) 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'
- ooo) Rejecting the Bids in respect of which the DP ID, Client ID and PAN specified in the reconciled data does not match the details in the Depositories' database;
- ppp) To prepare and provide correct data in time, and in no event later than 1 (one) Working Day from the closure of the Offer, to enable the Company, the Selling Shareholders and the BRLM to determine and finalise the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- qqq) Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor bank (through stock exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the by UPI Bidder's account. The Sponsor bank, based on the mandate approved by the by UPI Bidder at the time of blocking of funds, will raise the debit / collect request from the by UPI Bidder's bank account, whereupon the funds will be transferred from by UPI Bidder's account to public offer account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidder or his / her bank.
- rrr) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN (if any), Allotment Advice in consultation with the Company, the Selling Shareholders and the BRLM, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on approved Basis of Allotment and to assist the Company and the Selling Shareholders in its corporate action for credit of Equity Shares upon Allotment/lock-in for pre-Offer capital within the timeline prescribed by SEBI from time to time, and in giving instructions to the

Depositories to carry out lock-in for the pre-Offer capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within 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 are payable on account of such delay then the Registrar shall be bound to indemnify the Company, the Selling Shareholders and the BRLM, for the cost incurred on account of payment of such interest or damages;

- sss) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Designated Intermediaries and the BRLM, including:
 - i. Bids from the online bidding system of the Stock Exchange and Bids furnished by SCSBs, the Designated Intermediaries and the BRLM;
 - ii. Particulars regarding the monies blocked in the ASBA Account or through the UPI Process of the respective ASBA Bidders;
 - iii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - iv. Particulars relating to the requisite money to be transferred to Public Offer Account, in accordance with the terms of this Agreement, the Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - v. Particulars relating to, rejected /withdrawn/ unsuccessful Bids.
- ttt) 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 Exchange and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;
- uuu) In relation to Bids made in the QIB portion, carry on the following activities: (i) providing QIB Bid file to the members of the Syndicate on the Bid/ Offer Closing Date; (ii) 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; and (iii) in the event that the status of a QIB is not verifiable or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor;
- vvv) To prepare distribution schedule and analysis form (for purposes of the Stock Exchange or the Company);
- www) Prepare the following registers and other data:
 - i. Top 50/100/200 shareholders (for the Stock Exchange);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed;
 - viii. Any other data as may be requested; and
 - ix. Necessary details for the purpose of filing FCTRS, if any.
- xxx) To ensure that allotment made is correct and timely uploading of the correct file in the depository system is made;
- yyy) To ensure that at the time of the finalization of Basis of Allotment, the PAN of each successful bidder should be matched with depository account
- zzz) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares

allocated to each category of Bidders is correct in all respects;

- aaaa) Post communication of the Basis of Allotment by the Company, to prepare of list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Account/ASBA Account to the Public Offer Account and from Escrow Account to the Refund Account, as applicable;
- bbbb) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon 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 circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015 SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018 and the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 as amended by SEBI circular bearing reference no. SEBI/ HO/CFD/ DIL2/CIR/P/2019/50 dated April 3, 2019, as amended by SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 or as notified from time to time and the UPI Circulars:
 - i. Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders;
 - ii. Amount to be transferred from the relevant ASBA Account/ UPI linked bank account or the Escrow Account to the Public Offer Account (or the Refund Account, if so required), for each valid Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case maybe; and
 - v. 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.
- cccc) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/ UPI linked bank accounts, issue instructions for refund, as applicable, all within the timelines prescribed under the Offer Documents, this Agreement and the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI;
- dddd) 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 and regulations issued by SEBI;
- eeee) 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 Exchange and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- ffff) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company and receive confirmation from the Depositories;
- gggg) To dispatch letters of Allotment/Allotment Advice, CAN (if any), unblocking/ intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, 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 Exchange. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- hhhh) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable;
- iiii) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with the Stock Exchange;

- jjjj) To revalidate refund orders, where permitted, if applicable;
- kkkk) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- llll) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM;
- mmmm) Finalisation of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the BRLM, the Selling Shareholders and the Company, 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 and the Bankers to the Offer;
- nnnn) 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 regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company and/or the Selling Shareholders for storage of such records and are made available to the Company at regular intervals.
- oooo) To provide all the data, documents, relevant statements/reports for finalisation 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;
- pppp) To submit relevant documents to the Stock Exchange for the purpose of obtaining listing and trading approvals;
- qqqq) To ensure that the Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement;
- rrrr) 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;
- ssss) To settle investor complaints and grievances pertaining to Allotment of Equity 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 the SEBI, the Stock Exchange 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;
- tttt) 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;
- uuuu) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- vvvv) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- wwwv) To initiate corporate action to transfer Equity Shares from the Share Escrow Account to successful Bidders, after the approval of Allotment of Equity Shares;
- xxxx) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at the Stock Exchange where the Equity Shares are proposed to be listed, are taken within 3 (three) Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI from time to time;
- yyyy) To give instructions to transfer the funds from the Escrow Account to the Public Offer Account, for eventual credit to in accordance with the Offer Documents and applicable laws;
- zzzz) To consolidate the list of subscriptions received through the Underwriters and evaluating their performance and/ or to prepare a statement of selling commission payable, if any, and to arrange for their dispatch;
- aaaaa) To provide data to assist the Company 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 Date and Bid/Offer Closing Date

advertisements have appeared earlier;

- bbbb) 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 and (iii) status of redressal of investor complaints received and pending in the format specified by the Company, the Selling Shareholders and the BRLM;
 - cccc) 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.
 - dddd) To provide detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 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;
 - eeee) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, 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/POLICYCELL/11/2015 dated November 10, 2015, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018 and the SEBI Circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, UPI Circulars; and the SEBI ICDR Regulations and the UPI Circulars
 - ffff) 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 timelines;
 - gggg) 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 issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
 - hhhh) 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 Shareholders 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 website of the Stock Exchange; and
 - iiii) To prepare and assist BRLM in computing the compensation payable in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022;
 - jjjj) At the time of the finalisation 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 the Income Tax Department of India to check compliance for a single FPI.
9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable law, including the RTA Regulations and for the minimum duration prescribed under applicable law, without limitation, the following:
- a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor

Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from the 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/the amount blocked in the UPI ID Linked Bank Account and final Bid file received from the Stock Exchange;

- b) 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 Exchange and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries;
- c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
- d) particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn;
- e) particulars relating to all the rejected/ withdrawn/ unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database;
- f) Basis of Allotment of Equity Shares to the successful Bidders as finalized in respect of the Offer, along with relevant annexures and details;
- g) demographic details obtained from the concerned Depositories;
- h) terms and conditions of the Offer of the Equity Shares;
- i) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- j) accounts against valid ASBAs;
- k) list of names of successful Bidders and unsuccessful Bidders including successful ASBA Bidders and unsuccessful ASBA Bidders;
- l) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- m) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts of the Bidders against valid Bids and the refunds to be returned/unblocked to the Bidders;
- n) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLM and the Designated Intermediaries;
- o) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- p) 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;
- q) Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- r) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts, against valid Bids;
- s) particulars relating to the requisite money to be transferred to the accounts of the Selling Shareholders against valid Bids;
- t) reconciliation of the compiled data received from the Stock Exchange 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;
- u) 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;
- v) monies received from Bidders and paid to the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a regular basis to the Company, the Selling Shareholders and the BRLM

as required by the Company, the Selling Shareholders and the BRLM;

- w) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations, and the Companies Act;
- x) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc. as applicable;
- y) details of demand drafts issued, if any, as applicable;
- z) records of correspondence in respect of investor complaints, grievances or queries;
- aa) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID details;
- bb) 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;
- cc) records of pre-printed Offer stationery, including CAN (if any), 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;
- dd) 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; and
- ee) 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 addition to the above, the Registrar shall retain physical application forms submitted by Retail Individual Investors using the UPI mechanism, for a period of 6 (six) months and thereafter forward the same to the Company. In respect of electronic forms received by it, the Registrar shall maintain the relevant electronic records for a minimum period of three years.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of application forms beyond 6 (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.

10. 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 about the Company, the Selling Shareholders, the Offer or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

“Confidential Information” shall include, but shall not be limited to, 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 the regulatory and statutory provisions.

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

11. 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 funds from the Escrow Account as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and refunds to Anchor Investors without delay, including providing the Bankers to the offer with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds required to be made that has been provided by the Registrar to the Bankers to the Offer, the Refund Bankers, or any of their correspondent banks.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and shall be liable for omissions and commissions in discharging its

responsibilities under this Agreement.

13. The Registrar shall ensure that:

- a) investors shall be sent first response within three Working Days after receipt of complaint;
- b) the enquiries and/or complaints from Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
- c) the timely unblocking of funds or in case of the Anchor Investors, refund of the monies received from the Bids (or part thereof) which are successful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with applicable law;
- d) the Registrar has a proper system to track, address and redress investor complaints;
- e) adequate steps are taken for proper allocation and Allotment and unblocking/refund of funds without delay and as per applicable law;
- f) for the electronic Bids which are rejected as invalid because of DP ID/UPI ID/ Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank and unblock funds at the earliest;
- g) the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, are shared with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchange in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
- h) uniform procedure is followed for the processing of Bid cum Application Forms;
- i) it shall provide status update at periodic intervals to the Company, the Selling Shareholders and the BRLM;
- j) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
- k) it maintains an insider list in accordance with the directions of the Company;
- l) the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement; and
- m) it follows up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 4:30 pm on the second Working Day after the Bid/Offer Closing Date (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 6:00 pm on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Law). The Allotment file shall include all applications pertaining to full Allotment, partial Allotment, non-Allotment, cancelled, withdrawn or deleted applications etc. Registrar shall follow-up with the SCSBs for completion of unblock for non-Allotted/partial-Allotted applications within the closing hours of bank on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws).

14. The Registrar acknowledges and shall comply with the SEBI (Foreign Portfolio Investors) Regulations, 2019 and any circulars or notifications issued thereunder, 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 issue procedure, as prescribed by SEBI from time to time.

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

- a) creation of false market;
- b) price rigging or manipulation;
- c) passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchange and other intermediaries in the securities market or take

any other action which is not in the interest of the investors, the Company and the Selling Shareholders;

- d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading;
 - e) neither 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 authorisation or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws; and
 - f) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws.
16. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
- a) neither it nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer;
 - b) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - c) 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;
 - d) it will immediately notify the Company and the Selling Shareholders if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - e) 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; and
 - f) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.
17. Immediately on receiving the instructions from the Company, and/or the Selling Shareholders and/or the BRLM as the case may be, 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 Account, and/ or dispatch the refund orders to the Anchor Investors, within the period specified in the Offer Documents. If the Company and/or the Selling Shareholders, as the case may be, is liable or required to pay interest due to delay in refunding the amount, where such a delay is attributable 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 within the period stated in the Offer Documents on receiving the instruction to do so from the Company, and/or the Selling Shareholders and/or the BRLM, the Registrar shall be liable to fully indemnify the Company and each of the Selling Shareholders for all costs incurred by the Company and/ or the Selling Shareholders in paying such interest as per the applicable law. If the Company, the Selling Shareholders and/ or the BRLM are made liable or are required to provide 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 fully indemnify the Company, each of the Selling Shareholder and/ or the BRLM for all such compensation/damage, loss etc. incurred by the Company, the Selling Shareholders and/ or the BRLM, as the case may be.

18. In case of refunds through electronic means like NECS, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
19. 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 Stock Exchange, 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 (as indicated at Clause 19 below).
20. The Registrar will handle the Offer and Assignment related work from its registered office at T-34, 2nd Floor, Okhla Industrial Area, Phase - II, New Delhi - 110 020, Delhi, 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.
21. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of Allotment letters/ Allotment advice, share certificate etc. within the timelines prescribed by SEBI from time to time. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and the Selling Shareholders.
22. 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 Exchange. In the case of oversubscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily, such that allotment is completed within prescribed timeline. The Company, and the Selling Shareholders (to the extent applicable for each of them), shall also extend reasonably necessary assistance to the Registrar in such matters.
23. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Syndicate, 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.
24. 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.
25. 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).
26. The Offer stationary including CAN (if any), certificates, letters of Allotment, Allotment advices and refund orders shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Offer and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationary from the Stock Exchange and Refund Bankers.
27. The Registrar will finalise various post-Offer monitoring reports such as the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLM the Company, to be submitted to the SEBI within the stipulated time.
28. 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.
29. The Registrar will also initiate action to allot Equity Shares to the bidders after the approval of allotment by the IPO Committee/Board of Directors.
30. The Company and the Selling Shareholders agrees that the formats of all reports, statements, and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchange and SEBI as applicable.
31. 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 I**, after deducting all taxes, duties and levies as per applicable law. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums

that may have been paid to it by the Company (by itself or on behalf of the Selling Shareholders), except for any out-of-pocket expenses. The fees, expenses and charges payable to the Registrar only to the extent set out in Schedule I shall be shared by the Company and the Selling Shareholders to the extent of their portion of the Offered Shares, in proportion to the Equity Shares sold by such Selling Shareholder in the Offer in accordance with the Offer Agreement to be entered into by and amongst the Company, the Selling Shareholders and the BRLM and the applicable law.

32. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company, the Selling Shareholders and provide certificates as may be requested by the BRLM, including at the stage of closure of the Offer, rejection of Bids, etc.
33. The Company and/or the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company and/or the Selling Shareholders decides to take such an insurance policy.
34. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by *force majeure* as may be agreed to between the Parties, any of the Parties may terminate this Agreement with mutual consent before the opening of the Offer, provided that, in such event 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, 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 15 (fifteen) Working Days from the date on which the event of *force majeure* occurs or fail to mutually agree to terminate this Agreement, then any of the Parties shall be entitled to terminate this Agreement by giving three months notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement.
35. The Company, in consultation with the Selling Shareholders and the BRLM, will be entitled to terminate this Agreement in the event the Registrar's certificate of registration with the SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial 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.
36. In the event the Company and/or the Selling Shareholders, in consultation with the BRLM, decide 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. Further, the Company and/or each of the Selling Shareholders may, terminate this Agreement with or without cause, upon giving 7 (seven) days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid only to the extent of services rendered by it until such termination.
37. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support as may be required by the 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. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
38. The Registrar shall redress complaints of the Bidders within 5 (five) 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 RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation, and Selling Shareholders shall extend such co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, the Selling Shareholders, and the BRLM in a mutually agreeable format. Similar status reports shall also be provided to the Company, as and when required.
39. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and the Selling Shareholders in any other business of the Company and of the Selling Shareholders in any manner whatsoever.
40. 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 2 (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 directors, officers, employees and successors and their respective agents and advisors for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and every Selling Shareholder

shall each be entitled to terminate the Agreement immediately if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 (ten) days of receipt of written notice of such breach by the Company and/or the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then 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 transfers all the documents in their respective possession including those related to the Equity Shares, to any other registrar/depositary as instructed by the Company, the Selling Shareholders and/or the BRLM.

41. 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 BRLM, each of the Selling Shareholders, the Company, their respective affiliates, partners, representatives, directors, officers, employees, and successors and their respective agents, affiliates and advisors (collectively the “**Indemnified Parties**”) at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, legal expenses (including attorney’s fees and court costs), accounting fees, investigation costs and all other demands which may be made or commenced against the Indemnified Party by any Bidders or holder of the Equity Shares issued/ transferred or by any 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 activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under applicable law. 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. The Registrar shall further indemnify and refund all costs incurred by the Indemnified Party, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial 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 authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the “**Letter of Indemnity**”) in the format set out in **Annexure A** to the BRLM, to indemnify, at all times, the BRLM for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgments, costs, interests, charges and expenses, including, without any limitation, attorney’s fees and court costs 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 BRLMs’ Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably 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 Shareholders is sufficient consideration for the Letter of Indemnity.
42. The Registrar warrants and other parties agree to the following understanding with regard to the execution of instructions carried out by the Registrar:
- a) That they authorise Registrar to 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.
 - b) That the parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks Registrar is authorised by other parties to this agreement to communicate electronically with themselves / BRLM and all third parties on all matters related to the Engagement. Accordingly, the Company and the Selling Shareholders agree that Registrar shall have no liability to them for any Loss arising directly from the use of electronic communications, except where caused by its own negligence.
 - c) 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.
 - d) Registrar will exercise all reasonable and proper skill and attention necessarily required to discharge its duty of care to the Company and the Selling Shareholders for rendering the Services. However, Registrar’s work is not designed to investigate nor interrogate for fraud and/or dishonesty (actual or possible) and accordingly the same shall not be deemed to be a part of Registrar’s scope of work except where the Registrar is directly involved in the assignment.

- e) 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.
43. The Registrar may have to provide certain information regarding the Bidders as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
44. The ASBA applications in the Offer shall be processed only after the application monies are blocked in the investor's bank accounts by the Registrar and the Registrar shall ensure that appropriate systemic and procedural arrangements are made for the same in accordance with the SEBO circular bearing no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022.
45. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post, telex or e-mail. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by e-mail upon transmission thereof, provided however that any notice, etc., given by telex, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Registrar:

MAS Services Limited

T-34, 2nd Floor,
Okhla Industrial Area,
Phase - II, New Delhi -110 020,
Delhi, India.

Email: info@masserv.com

Tel: +91 112 638 7281/83, 4132 0335

Attention: Mr. N C Pal, Manager, Corporate Registry

To the Company:

Oval Projects Engineering Limited

House No. 451568, Milan Chakra,
Near Prajapita Brahmakumari Centre,
Badharghat, P.O. A. D. Nagar,
Agartala, Tripura- 799003, India.

Email: info@ovalprojects.com

Tel: +91 3812371011

Attention: Vinita Mundra

To the Selling Shareholders:

(i) Goutam Debnath

Address: Milanchakra, A.D. Nagar, West Tripura-799003, India

Email: cmd@ovalprojects.com

Tel no: +91 70850 53182

(ii) All Time Securities Private Limited

Address: D-14/83-84 Shiva Road, Sector-8, Rohini, Delhi - 110085

Email: alltimesec@gmail.com

Tel no: 011-47012101

(iii) Kapil Mantri

Address: K12 K Block Rajouri Garden, Delhi - 110027

Email: mantrikapil@gmail.com

Tel no: 9871719255

(iv) Vummidi Ananth

Address: H No 29 O No 15, Neelakanta Mehta Street, Thiyagaraya Nagar, Chennai - 600017

Email: equityva12@gmail.com

Tel no: 9384814387

(v) Yash Shares And Stock Private Limited

Address: 61, 62 Gaya Building, 4th Floor, 109 Y M, Ali Road, Masjid (W), Mumbai, Maharashtra - 400003

Email: yashshares@yahoo.com

Tel no: 9322505820

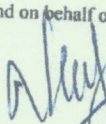
Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective five Working Days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

46. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within 7 (seven) days by the other Party and shall also be reported to the Company, and the BRLM immediately.
47. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the 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 Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 (ten) days after commencement of discussions, then any Party may refer the dispute for resolution to an arbitral tribunal consisting of three arbitrators (one each to be appointed by the relevant disputing party and one jointly by the appointed arbitrators). In the event that there are more than two disputing parties, then such arbitrator(s) shall be appointed in accordance with the Arbitration Act, 1996, as amended (the "**Arbitration Act**") or any reenactment thereof and shall be conducted in English. The seat and venue of the arbitration shall be in Shillong, Tripura, India. Unless the arbitral tribunal directs otherwise, the unsuccessful Party(ies) shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Party(ies). The arbitral award shall be final and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. The arbitral tribunal shall use its best efforts to pronounce a final and binding award within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. Further, in the event that despite best efforts by the Parties, the award is not passed within such 12 (twelve) month period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties.
48. Subject to Clause 47, courts at Shillong, Tripura, India shall have exclusive jurisdiction.
49. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
50. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Offer, provided that Clauses 4(b), 4(d), 4(f), 4(g), 4(i), 4(iii) 9, 10, 15, 16, 17, 41, 42, 45, 46, and this Clause 50 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 or the Selling Shareholders or the newly appointed registrar, as applicable.
51. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and/or the Selling Shareholders and/or the BRLM. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by the Selling Shareholders in relation to the Offered Shares with the instructions provided by any other Party, the Registrar shall comply with the instructions of the Selling Shareholders. The Registrar shall not be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.
52. If any provision/s of this Agreement become invalid or prohibited 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 hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
54. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of MAS SERVICES LIMITED



Authorised Signatory
Name: Narender Kumar Rastogi
Designation: Director



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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **OVAL PROJECTS ENGINEERING LIMITED**

Goutam Debnath



Goutam Debnath
Chairman and Managing Director
DIN: 06923261

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

Goutam Debnath



Signature
Goutam Debnath
PAN: ALPPD8341M
Selling Shareholder

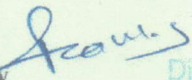
THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **ALL TIME SECURITIES PRIVATE LIMITED**

For All Time Securities Pvt. Ltd.

Authorised Signatory



Director

Name: Pardeep Kumar Tantia

Designation: Director

DIN: 02966016

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly
authorised signatories, have set their hands on the day and year hereinabove written:



Signature

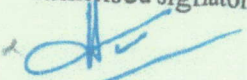
Kapil Mantri

PAN: AFXPM4092A

Selling Shareholder

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly
authorised signatories, have set their hands on the day and year hereinabove written:



Signature

Vummidi Ananth

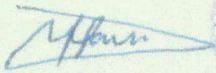
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Selling Shareholder

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

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **YASH SHARES AND STOCK PRIVATE LIMITED**



Authorised Signatory

Name: MRS. Deepali K Bhandari

Designation: Director

DIN: 08198008

APPENDIX A

Details of the Selling Shareholders

Sr. No.	Name of Selling Shareholder	No. of Shares Held	No. of Shares Offer for Sale
1.	Goutam Debnath	1,12,61,875	1,44,000
2.	All Time Securities Private Limited	95,653	18,000
3.	Kapil Mantri	74,609	14,400
4.	Vummidi Ananth	4,03,653	74,400
5.	Yash Shares And Stock Private Limited	7,65,217	1,39,200

SCHEDULE 1 – SCHEDULE OF FEES

FEES PAYABLE TO REGISTRAR

Fee structure

The following is our fee structure for all the activities in SME – IPO.

Processing Charges (SME - Public Offer)

No.	Particulars	Rate	Fees (Rs.)
1.	Processing fee per application	Lumpsum	Rs.One Lakh & Rs.2/- per Bid Received (Subject to minimum Rs.Five Lakh) + GST
2.	Validating data pertaining to depository option		
3.	Over printing of CAN's		
4.	Preparation of files to ASBA banks for blocking/ unblocking of investors account		
5.	Charges for printing bulk mailing register		
6.	Data entry charges		
7.	Recon between bid files & amount blocked by ASBA Banks		
8.	Cost for processing Syndicate ASBA applications		
9.	Preparation of Basis of Allotment		
10.	Fees payable for coordination, collection of applications and schedules, Provisional and Final Certificates from the collecting Branches		
11.	Assisting the Company in Listing		

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

Reimbursement of other expenses

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

Pre printed stationery

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

Payment terms

An amount of Rs. 10,000/- should be paid to us as advance at the time of appointment and signing of the Contract. This payment is required to defray expenses to be incurred by us for preparation and dispatch of bank instructions, collection of applications, compilation daily figures etc. The following schedule of payment may please be noted:

- 40% of our fees on closure of the Offer, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
- The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Regional Stock Exchange
- In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly
- The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of dispatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill

5. All stationery related to the IPO would contain the address and other contact details as given below:

MAS Services Limited

T-34, 2nd Floor, Okhla Industrial Area,
Phase - II, New Delhi -110 020, Delhi, India;

Telephone: +91 112 638 7281/83, 4132 0335;

Facsimile: +91 112 638 7384

Email ID: info@masserv.com

Website: www.masserv.com

Investor grievance: investor@masserv.com

Contact Person: N. C. Pal

SEBI Registration: INR 000000049

Validity: Permanent

SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT



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

S. No.	Activity	Party Responsible
I.	PRE- OFFER WORK	
1.	Finalisation of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches).	Company in consultation with the Book Running Lead Manager
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations.	Company in consultation with the Book Running Lead Manager /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries.	Registrar in consultation with the Book Running Lead Manager
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries.	Company in consultation with the Book Running Lead Manager/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	OFFER WORK	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange.	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	Collection of Bid cum Application Forms from the Designated Intermediaries.	Registrar
6.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Manager to the concerned Depository Participant of the error bids which will be considered as invalid.	Registrar
7.	Informing Stock Exchange and providing necessary certificates to Book Running Lead Manager on closure of Offer	Company/Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchange for processing.	Registrar/ Company/Book Running Lead Manager
9.	Scrutiny and processing of applications received from the Designated Intermediaries, as applicable	Registrar
10.	Sending the electronic bid file for NIBs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange.	Registrar
11.	Numbering of applications and bank schedule and batching them for control purposes.	Registrar
12.	Transcribing information from documents to magnetic media for computer processing.	Registrar
13.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank, as the case may be.	Registrar
14.	Reconciliation of complied data received from Stock Exchange with details of collection/blocked amounts received from the Bankers to the Offer, the Sponsor Bank and SCSBs.	Registrar
15.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
16.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database.	Registrar
17.	Collection of request applications, if any for withdrawal of the Bid	Registrar

S. No.	Activity	Party Responsible
	cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file, as applicable	
18.	Eliminating invalid Bids and Bids below Offer Price	Registrar
19.	Uploading of beneficiary account details to Depositories	Registrar
20.	Identify based on the electronic Bid file received from the Stock Exchange and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Manager.	Registrar in consultation with the Book Running Lead Manager and Company
21.	Preparation of inverse number for applicable categories.	Registrar
22.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders.	Registrar
23.	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
24.	Finalising Basis of Allotment and obtaining approval of the Designated Stock Exchange.	Company in consultation with Book Running Lead Manager/Registrar
25.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
26.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
27.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange.	Company
28.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment.	Company/Registrar
29.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts.	Registrar
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories.	Registrar
31.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy).	Registrar
32.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations.	Registrar
33.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
34.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
35.	Printing of Allotment Advice, refund orders for refunding application money.	Registrar
36.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post.	Registrar
37.	Printing of distribution schedule for submission to Stock Exchange	Registrar
38.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
39.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode.	Registrar
40.	Preparation of register of members and specimen signature cards (if required).	Registrar
41.	Overprinting of Allotment advice, intimation and refund orders.	Registrar

S. No.	Activity	Party Responsible
42.	Mailing of documents by registered post.	Registrar
43.	Binding of application forms, application schedule and computer outputs.	Registrar
44.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value.	Company
45.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
46.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead Manager
47.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors.	Registrar
48.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable.	Registrar
49.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus.	Registrar/ Company
50.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints.	Registrar/ Company
51.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations.	Company in consultation with the Book Running Lead Manager and the Registrar
52.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Manager.	Registrar
53.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
54.	Finalising various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to the Stock Exchange within the stipulated time in consultation with the Company/ Book Running Lead Manager.	Registrar
55.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law).	Registrar
56.	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 Exchange in relation to the Offer.	Registrar
57.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds by 4:00 pm on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer BRLM.	Registrar / SCSBs
58.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 within the prescribed timeline.	Registrar
59.	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 Exchange.	Registrar
60.	Registrar shall prepare and assist the BRLM in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021 as updated by SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022	Registrar
61.	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
62.	Filing confirmation of credit of Equity Shares, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchange.	Company/Registrar

SCHEDULE III

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम - 8) (Regulation - 8)	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
001306	रजिस्ट्रीकरण का प्रमाणपत्र CERTIFICATE OF REGISTRATION	PERMANENT REGISTRATION Regulation 8A
1. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन दत्त गये विधियों 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 1. 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		
MAS SERVICES LIMITED T-34, 2ND FLOOR OKHLA INDUSTRIAL AREA PHASE - II NEW DELHI 110 020		
जो नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार विभाजित करने के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है। as registrars to an issue and share transfer agent in Category I/registrars to an issue and share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.		
II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड II. Registration Code for the registrar to an issue and share transfer agent is INR0000000049		
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 सक्रिय रहेगा। III. Unless renewed, the certificate of registration is valid for		
	जारी करने से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसके ओर से By order For and on behalf of Securities and Exchange Board of India  K. SARAVANAN अधिकृत हस्ताक्षरकर्ता / Authorized Signatory	
स्थान Place MUMBAI	तारीख Date JULY 11, 2012	
जो लागू न हो उसे हटा दें / Delete whichever is not applicable		

ANNEXURE A
LETTER OF INDEMNITY

Date: January 05, 2025

SMC Capitals Limited
11/6B, 1st Floor,
Shanti Chambers Pusa Road,
New Delhi-110005,
Delhi, India.

(the "Book Running Lead Manager" or "BRLM")

Re: Letter of indemnity to the Book Running Lead Manager by MAS Services Limited (the "Registrar") pursuant to the agreement entered into amongst (the "Company"), the Selling Shareholders named in Appendix A of such agreement, and the Registrar, dated 5th January, 2025 (the "Registrar Agreement")

Dear Sirs,

1. The Company and the Selling Shareholders propose to undertake an initial public offering of up to 56,98,000 equity shares of face value of Rs. 10/- each of the Company (the "Equity Shares"), comprising a fresh issue of up to 53,08,000 Equity Shares aggregating up to ₹ [●] lakhs (the "Fresh Issue") and an offer for sale of up to 3,90,000 Equity Shares aggregating up to ₹ [●] lakhs by the Selling Shareholders (the "Offered Shares") (such offer for sale, the "Offer for Sale") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "ICDR Regulations") and other Applicable Laws (as defined herein) (the Fresh Issue together with the Offer for Sale, the "Offer"), at such price as may be discovered through the book building process under the ICDR Regulations and determined by the Company in consultation with the BRLM and the Selling Shareholders (the "Offer Price"). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations; and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "Securities Act") and the applicable laws of the jurisdictions where offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with the ICDR Regulations.
2. 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 Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("SEBI"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar and Share Transfer Agent to the Offer by the Company and the Selling Shareholders, after consultation with the BRLM, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Offer and Share Transfer Agents) Regulations, 1993, as amended (the "SEBI RTA Regulations"). In this regard, the Registrar has entered into a Registrar Agreement with the Company and the Selling Shareholders. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("ASBA")) and Unified Payments Interface ("UPI") and other Applicable Laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any default or error on its part.
3. The Registrar confirms that it is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration no. INR000000049 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the "Assignment" and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other Applicable Laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Registrar Agreement. The Board of the Company by its resolution dated September 21, 2024, approved the appointment of MAS Services Limited as the Registrar to the Offer.
4. The Registrar acknowledges that the BRLM may be exposed to liabilities or losses if there is error or failure to perform the Assignment by the Registrar to the Offer and/ or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Offer.
5. The Registrar undertakes to the BRLM that it shall act with due diligence, care, skill and in accordance with Applicable Law, within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar agrees that

the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis*. The Registrar further represents, warrants and undertakes to the BRLM to:

- a) Fully co-operate and comply with any instruction the BRLM may provide in respect of the Offer;
 - b) ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including the Relevant SEBI Circulars and UPI Circulars); and
 - c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
6. The Registrar confirms that it is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) and the time prescribed within which the allotment and listing of Equity Shares should be completed and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its obligations and the consequences of any default or error on its part.
7. Pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Offer, the Registrar has undertaken to execute and deliver this Letter of Indemnity to the BRLM to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, the BRLM and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the “**BRLM’s Indemnified Parties**”) at all times as per the terms of the indemnity below. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity in favour of the BRLM.
8. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or from its own breach, delay, negligence, fraud, misconduct, default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf (the “**Indemnifying Parties**”), and, or if any information provided by the Registrar or any of the Indemnifying Parties to any of the BRLM’s Indemnified Parties is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold the BRLM’s Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, actions, losses, liabilities, writs, damages, actions, awards, judgments, costs, charges and expenses, including without limitation, interest, penalties, attorney’s fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach), actions, demands and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such BRLM’s Indemnified Party is a party to such claims, liabilities or legal process; or arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory, judicial, quasi-judicial, or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or any delay, failure, negligence, default, bad faith, fraud or misconduct, in the performance of the Registrar’s obligation and responsibilities under the Registrar Agreement, or against the BRLM’s Indemnified Party, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar or any of the Indemnifying Parties in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI or any other governmental authority.
9. The Registrar shall further indemnify and refund on demand all costs incurred by the BRLM’s Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar’s activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which the BRLM’s Indemnified Parties is a party, in each case as such expenses are incurred or paid, including in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the Stock Exchange and/or any other statutory, judicial, administrative and or regulatory authority or a court of law.
10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM’s Indemnified Party may have at common law or otherwise which may be made or commenced against or incurred by the BRLM’s Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on

the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.

11. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM.
12. The Registrar acknowledges and agrees that the BRLM shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable. In the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
14. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
15. In case of any dispute in between the BRLM and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over such dispute.
16. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, the Red Herring Prospectus and Prospectus in relation to the Offer including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the SME Platform of BSE and the Registrar of Companies, as may be applicable.
17. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute or difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai, India. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
18. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed; and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.

In Case of the Registrar

MAS Services Limited

T-34, 2nd Floor, Okhla Industrial Area, Phase - II, New Delhi -110 020, Delhi, India;

Telephone: +91 112 638 7281/83, 4132 0335;

Facsimile: +91 112 638 7384

Email ID: info@masserv.com

Website: www.masserv.com

Investor grievance: investor@masserv.com

Contact Person: N. C. Pal

SEBI Registration: INR 000000049

Validity: Permanent

In Case of the BRLM:

SMC Capitals Limited

401/402, Lotus Corporate Park, Off Western Express Highway, Jai Coach Signal, Goregaon (East),
Mumbai – 400063 Maharashtra, India Tel: 022 – 66481818

E-mail: oval.ipo@smccapitals.com

Website: www.smccapitals.com

Investor grievance e-mail: investor.grievance@smccapitals.com

Contact Person: Sarvesh Saxena/ Suhas Satardekar

SEBI Registration No.: INM000011427

This signature page forms and integral part of the letter of Letter of Indemnity to the Registrar Agreement

For and on behalf of MAS Services Limited

Authorised Signatory

Name: Narender Kumar Rastogi
Designation: Director



This signature page forms and integral part of the Letter of Indemnity to the Registrar Agreement:

For and on behalf of **Oval Projects Engineering Limited**

Goutam Debnath



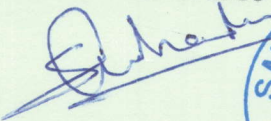
Authorised Signatory

Goutam Debnath
Chairman and Managing Director
DIN: 06923261

This signature page forms and integral part of the letter of Letter of Indemnity to the Registrar Agreement

Counter signed by:

For and on behalf of **SMC Capitals Limited**


Authorised Signatory



Name: Sarvesh Saxena

Designation: Head – Equity Capital Market