



महाराष्ट्र MAHARASHTRA

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श्रीमती सुषमा चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED
JANUARY 28, 2026 ENTERED INTO BY AND AMONG BOMBAY COATED AND SPECIAL STEELS
LIMITED AND KFIN TECHNOLOGIES LIMITED





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EH 763235

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. 6000094
13 NOV 2025
सक्षम अधिकारी

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प.मु.लि.क. ८००००९५
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LIMITED AND KFIN TECHNOLOGIES LIMITED



REGISTRAR AGREEMENT

DATED JANUARY 28, 2026

AMONGST

BOMBAY COATED AND SPECIAL STEELS LIMITED

AND

KFIN TECHNOLOGIES LIMITED



REGISTRAR AGREEMENT

THIS REGISTRAR AGREEMENT ("AGREEMENT") IS ENTERED ON THIS JANUARY 28, 2026 AT MUMBAI BETWEEN:

BOMBAY COATED AND SPECIAL STEELS LIMITED (Formerly Known As Bombay Coated And Special Steels Private Limited), a public limited company incorporated under the Companies Act, 2013 and validly existing under the Companies Act, 2013 bearing Corporate Identification Number U27209MH2019PLC335077 and having its registered office at 2602, Parinee I, 7-A Shah Industrial Estate, Andheri (West), Mumbai - 400053, Maharashtra, India, (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **ONE PART**;

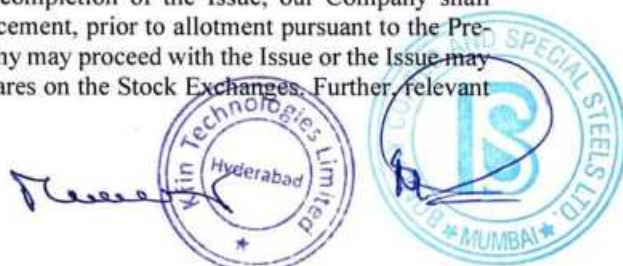
AND

KFIN TECHNOLOGIES LIMITED, a company incorporated under the Companies Act, 2013 bearing Corporate Identification Number L72400MH2017PLC444072 and having its registered office at 301, The Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla (West), Mumbai - 400070, Maharashtra and corporate office at Selenium, Tower B, Plot No- 31 & 32, Financial District, Nanakramguda, Serilingampally, Rangareddi, Hyderabad - 500032, Telangana, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Issue**"), 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 **OTHER PART**;

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

WHEREAS

- (A) The Company proposes to undertake an Initial Public Offering ("**IPO/ Issue**") of equity shares of the face value of ₹10 each (the "**Equity Shares**") of the Company, through the fresh issuance of up to an aggregate of ₹1,910.00 million (the "**Issue**"), by the Company. The Issue shall be undertaken in accordance with the requirements of the Companies Act, 2013 along with the relevant rules framed thereunder (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Laws (as defined hereinafter), through the book building process (the "**Book Building**"), as prescribed in Schedule XIII of the SEBI ICDR Regulations and other Applicable Laws including the UPI Circulars (as defined hereinafter) in terms of which the Issue is being made, by the Company in consultation with the Book Running Lead Manager to the Issue i.e. Smart Horizon Capital Advisors Private Limited ("**Book Running Lead Manager**" or "**BRLM**"). The Issue will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and who are non-U.S. Persons (as defined below) in "offshore transactions" as defined in and made in reliance on Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"); (ii) outside the United States, to non-U.S. Persons who are institutional investors in "offshore transactions" as defined in and made in reliance on Regulation S, and in each case, in compliance with the applicable laws of the jurisdictions where the Issue and sales occur.
- (B) The board of directors of the Company (the "**Board**") has pursuant to a resolution dated January 03, 2026, approved and authorised the Issue. Further, the shareholders of the Company pursuant to a special resolution dated January 07, 2026, under Section 62(1)(c) of the Companies Act, 2013, have approved and authorized the Fresh Issue.
- (C) Our Company, in consultation with the BRLM, may consider a Pre-IPO Placement, prior to filing of the Red Herring Prospectus. The Pre-IPO Placement, if undertaken, will be at a price to be decided by our Company, in consultation with the BRLM. If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Issue, subject to compliance with Rule 19(2)(b) of the Securities Contract Regulation Rules, 1957. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Issue. Prior to the completion of the Issue, our Company shall appropriately intimate the subscribers to the Pre-IPO Placement, prior to allotment pursuant to the Pre-IPO Placement, that there is no guarantee that our Company may proceed with the Issue or the Issue may be successful and will result into listing of the Equity Shares on the Stock Exchanges. Further, relevant



disclosures in relation to such intimation to the subscribers to the Pre-IPO Placement (if undertaken) shall be appropriately made in the relevant sections of the red herring prospectus ("RHP") and prospectus ("Prospectus").

- (D) The Company is in the process of filing a draft red herring prospectus ("DRHP") with the Securities and Exchange Board of India ("SEBI"), BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE", and together, the "Stock Exchanges") and will subsequently file the Red Herring Prospectus and the Prospectus with the Registrar of Companies, Maharashtra at Mumbai (the "RoC") and file a copy of such Red Herring Prospectus and Prospectus with SEBI and the Stock Exchanges in relation to the Issue.
- (E) The Company have appointed the BRLM to manage the Issue subject to such terms and conditions as agreed with them. The BRLM have accepted their engagement in terms of the engagement letter executed between them.
- (F) KFIN Technologies Limited is registered under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended ("RTA Regulations") and has a valid and subsisting registration with SEBI, bearing registration number INR000000221 to act as the Registrar to the Issue.
- (G) KFIN Technologies Limited has been appointed by a letter of appointment dated March 12, 2025 ("Appointment Letter"), as the Registrar to the Issue as per the terms and conditions detailed therein and in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "Assignment") and such Assignment includes all responsibilities required to be discharged by a registrar to the Issue, in the manner as required under the various rules, regulations and notifications as applicable, and as prescribed by SEBI, including the SEBI RTA Master Circular, and the Registrar has accepted the Assignment. The Board of Directors, by its resolution dated February 24, 2025 has approved the appointment of KFIN Technologies Limited as the registrar to the Issue.
- (H) In terms of Regulation 9A (1)(b) of the RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid and legally binding agreement with the Company 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.
- (I) 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 Issue. The UPI Bidders, i.e., individual investors applying as Retail Individual Bidders ("RIBs") in the Retail Portion, and individuals applying as Non-Institutional Bidders with a Bid Amount of more than ₹ 200,000 up to ₹ 500,000 in the Non-Institutional Bidders Portion may also participate through the unified payment interface ("UPI") process, in accordance with, and based on the timeline and conditions prescribed under the, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/2022/75 dated May 30, 2022, SEBI master circular with circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, SEBI master circular with circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024, (to the extent that such circulars pertain to the UPI Mechanism) ("SEBI RTA Master Circular") and SEBI master circular number SEBI/HO/CFD/PoD-1/CIR/2024/0154 dated November 11, 2024, and any subsequent circulars or notifications issued by SEBI in this regard, along with the circulars issued by the Stock Exchanges in this regard, including the circular issued by the NSE having reference no. 25/2022 dated August 3, 2022, and the circular issued by BSE having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the "UPI Circulars"). The UPI Circulars have come into force from January 1, 2019, in a phased manner and the Registrar agrees to abide by the UPI Circulars, as may be applicable, and the obligations of the Registrar under the UPI Circulars and any instructions issued thereon by SEBI, Stock Exchanges or any other governmental authority shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of the Registrar contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.
- (J) Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 ("ASBA Circular"), the Registrar along with the SCSBs' undertakes to make necessary systematic and procedural arrangements by September 1, 2022 for effective implementation of ASBA Circular, thus,



ensuring that ASBA applications are processed only after receipt of application money are blocked in the investors bank account. The Registrar and SCSBs' will comply with any additional circulars or other Applicable Law, and the instructions of the BRLM, as may be issued in connection with the ASBA Circular.

- (K) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the draft red herring prospectus, the red herring prospectus and the prospectus in relation to the Issue (collectively, the "**Issue Documents**"), including any amendments, addendums or corrigenda issued thereto, to be filed with the SEBI and the RoC and also with the Stock Exchanges, as may be applicable and the Issue Agreement to be executed among the Company and the BRLM in relation to the Issue, as the case may be.
- (L) Further, the Company shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to the Issue to follow, co-operate and comply with the instructions given by the BRLM.

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

1. INTERPRETATION

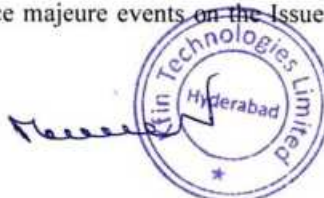
In this Agreement, unless the context otherwise requires:

- (i) words denoting the singular number shall include the plural and vice versa;
- (ii) words denoting a person shall include an individual, corporation, company, partnership, trust or other entity having legal capacity;
- (iii) heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iv) references to the words "include" or "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 or replaced thereof;
- (vi) references to a statute or statutory provision shall be construed as a reference to such provisions as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- (vii) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (viii) in this Agreement, the term "ASBA" shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorizing a Self-Certified Syndicate Banks ("SCSBs") to block the Bid Amount in the ASBA Account and will include applications made by the UPI Bidders, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by the UPI Bidders;
- (ix) in this Agreement, the term "UPI Mechanism" shall mean the bidding mechanism that shall be used by a UPI Bidder to make an ASBA Bid in the Issue in accordance with the UPI Circulars.
- (x) in this Agreement, the term "UPI Bidder" shall mean collectively, individual investors applying as Retail Individual Bidders ("**RIBs**") in the Retail Portion, and individuals applying as Non-Institutional Bidders with a Bid Amount of up to ₹ 500,000 in the Non-Institutional Bidders Portion and bidding under the UPI Mechanism. Pursuant to SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is



mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).

- (xi) in this Agreement, the term "Non-Institutional Bidders" shall mean the portion of the Issue being not less than 15% of the Issue, available for allocation to Non-Institutional Bidders, of which one-third shall be available for allocation to Bidders with an application size of more than ₹ 200,000 and up to ₹ 1,000,000 and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 1,000,000, provided that the unsubscribed portion in either of such sub-categories may be allocated to applicants in the other sub-category of Non-Institutional Bidders subject to valid Bids being received at or above the Issue Price;
 - (xii) in this Agreement, the term "Retail Portion" shall mean the portion of the Issue being not less than 35% of the Issue, available for allocation to RIBs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Issue Price;
 - (xiii) references to a section, clause, recital, paragraph, schedule or annexure is, unless indicated to the contrary, a reference to a section, clause, recital, paragraph, schedule or annexure of this Agreement;
 - (xiv) references to the Issue Documents shall mean the draft red herring prospectus, red herring prospectus and prospectus filed in relation to the Issue as of their respective dates;
 - (xv) 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;
 - (xvi) unless otherwise defined the reference to the word 'days' shall mean calendar days. Unless otherwise expressed, when any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
 - (xvii) the Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement; and
 - (xviii) references to the word "Working Day" shall be construed to mean all days, on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Issue Period, Working Day shall mean all days except all Saturdays, Sundays and public holidays on which commercial banks in Mumbai are open for business and (c) the time period between the Bid/Issue Closing Date and the listing of the Equity Shares on the Stock Exchanges, "Working Day" shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays in India, as per the circulars issued by SEBI.
2. The Company hereby appoints KFIN Technologies Limited as the 'Registrar to the Issue' and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights and obligations of the Company shall be several and not joint; (ii) no Party shall be, directly or indirectly, 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, except to the extent of Indemnity provided by the Company to BRLM in the Issue Agreement that shall be executed between the Company and the BRLM, as defined in this Agreement, ("**Issue Agreement**").
3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein, but implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are required as per applicable laws (including but not limited to the rules, regulations, guidelines, UPI Circulars, directions and circulars prescribed by SEBI) and the applicable provisions of the Companies Act, ("**Applicable Laws**") in respect of the Issue. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment and such functions, duties, obligations and services are performed in a professional and timely manner in compliance with Applicable Laws and as required under the terms of this Agreement. It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any force majeure events on the Issue related activities, to



ensure that the timelines and other requirements prescribed under the applicable laws and as agreed by the Company and BRLM are met.

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

- a) It is duly incorporated and validly exists under Applicable Laws. The certificate of registration dated April 01, 2022 bearing registration number INR000000221, issued to the Registrar by SEBI, which is valid permanently unless suspended or cancelled by the SEBI. The Registrar shall ensure that the certificate shall remain in force at all times till the completion of the Assignment and the Registrar will keep the Company and the BRLM informed on an immediate basis if its registration is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority. 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. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.
- b) It shall keep and maintain the books of accounts and documents specified in Regulation 14 and Regulation 15 of the RTA Regulations, in respect of the eight preceding financial years for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Issue, or any such period prescribed under Applicable Laws from time to time.
- c) Any and all records/documents referred to and forming part of the Annexure to SEBI Master Circular number SEBI/HO/CFD/PoD-1/CIR/2024/0154 dated November 11, 2024, ("**SEBI Master Circular**"), shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Issue or for such longer period as may be prescribed under Applicable Laws on behalf of the Company and shall facilitate such documents as required by Company/BRLM in relation to the Issue
- d) It is not an associate and shall not be deemed to be an associate of the Company, for the purposes of the RTA Regulations.
- e) It has a clean track record and no penalty has been imposed on it or on any of its directors, management, representatives, officers, employees, advisors, successors and agents or other person acting on its behalf by SEBI now or 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, judicial, quasi-judicial governmental, administrative 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 the Issue, including the activities in relation to the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company and the BRLM of such orders in writing and cooperate at no additional costs to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines including but not limited to transfer of the Issue related data and files to the replacement registrar, as specified by the BRLM in consultation with the Company. In the event (i) the Company, its successors, its directors, its management, representatives, officers, employees and agents ("**Affiliates**"), advisors or other persons acting on its behalf and permitted assigns, and each other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, along with the Company, the "**Company Indemnified Parties**") and/or (ii) the BRLM and/or its affiliates and its partners, promoters, directors, management, representatives, consultants, officers, agents, employees, associates, advisors, successors, intermediaries and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 ("**BRLM's Indemnified Party**", incur any loss due to such inability of the Registrar to carry on



the Assignment, the Registrar shall indemnify the Company Indemnified Parties and the BRLM Indemnified Parties, severally and not jointly as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below), as applicable.

- f) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations, complete all the formalities accurately, diligently and within the specified time limited as per applicable law including without limitation, all other applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI, from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI Listing Regulations**") and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, 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 interest and the interests of the Company, the Company's shareholders, the BRLM, 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 Laws.
- g) There are no show cause notices received by it or there are no pending investigations or inquiries against it or other circumstances, the outcome of which may affect the Registrar's ability to perform the Assignment, and/or its duties or obligations under this Agreement to the satisfaction of the Company.
- h) It shall make adequate disclosures in writing to the Company and the BRLM of any existing and/or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of the Assignment. It shall cooperate and comply with any instructions the Company and the BRLM may provide in respect of the Issue provided that such instructions are not in violation of any applicable rules and regulations. It shall immediately notify the Company and the BRLM of delays or errors in completion of any of the formalities, in the performance of the Assignment and other services indicated herein and shall indemnify the Company and the BRLM for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar or losses caused due to not completing the activities within the timelines as specified in the UPI circular, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company and the BRLM, may provide in respect of the Issue in accordance with this Agreement, UPI Circulars and applicable laws.
- i) It shall co-operate and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution, and within the specified time limits as per the Applicable Laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the SEBI Listing Regulations, the rules, regulations and bye-laws of the Stock Exchanges, as amended from time to time, the equity listing agreements to be entered into by the Company with the Stock Exchanges, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time. It shall immediately notify the Company and the BRLM of any anticipated delays in the completion of any of the formalities or of any delay or errors committed while completing any of the formalities with respect to the performance of the Assignment and other services indicated herein. It shall indemnify the Company and the BRLM for any losses caused 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 Exchanges, if such non-compliance is caused by the acts/ actions of the Registrar.
- j) Pursuant to ASBA Circular, the Registrar along with the SCSBs' shall make necessary systematic and procedural arrangements by September 1, 2022, for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after receipt of application money are blocked in the investors bank account. The Registrar and SCSBs' shall also comply with any additional circulars or other Applicable Law, and the instructions of the BRLM, as may be issued in connection with the ASBA Circular.



- k) 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 SEBI RTA Regulations, to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Issue correspondence.
- l) 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 and the BRLM of any delay or errors committed in the performance of the Assignment and other services indicated herein and/or any corrective action taken thereto. It shall indemnify the Company and the BRLM, severally and not jointly, for any losses caused due to such error or delays, caused by the acts/actions of the Registrar (including delay in completion of any activities to be done within the timelines prescribed in UPI Circulars).
- m) 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 and RTA Regulations
- n) It shall cooperate and comply with any instructions that the Company and the BRLM may provide in respect of the Issue provided that they do not give any instructions which are in violation of any Applicable Laws.
- o) It has connectivity with the depositories, namely the National Securities Depository Limited ("NSDL") and Central Depository Services (India) Limited ("CDSL", and together with NSDL, the "Depositories").
- p) It undertakes that the demographic details given by the Bidders in the Bid-cum-application forms, ASBA Forms and Anchor Investor Application Forms will not be used by it for purposes other than in relation to the Issue.
- q) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the Registrar in relation to any public offering by a company, including the Issue. It shall immediately notify the Company and the BRLM in writing of any such litigation, or injunction or order of any court or regulatory statutory, judicial, quasi-judicial governmental and / or administrative authority.
- r) This Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment by the Registrar does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- s) In the event, the Registrar is unable to continue to act as the Registrar to the Issue, at any point of time, due to any order, direction or injunction of any statutory, judicial or regulatory authority or otherwise, it shall immediately inform the Company and the BRLM in writing and take steps, in consultation with and as per the directions of the Company and the BRLM for a smooth transition of the data held by the Registrar pertaining to the Issue and Equity Shares held by the Registrar (at no cost to the Company for such transition) to another registrar as may be appointed by the Company, in consultation with the BRLM. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- t) It has duly appointed an officer who shall be responsible for monitoring the compliance with the Securities and Exchange Board of India Act, 1992 and other rules and regulations, notifications, guidelines, instructions etc., issued by SEBI or the Central Government and for redressal of investor grievances.



- u) It shall keep the Company 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 or administrative or judicial authority from time to time. The Registrar shall, in the event of any change in its status or constitution, subject to prior written consent of the Company with respect to such change in its status/constitution, obtain the permission of SEBI and any other regulatory authority, as may be applicable and shall duly inform the Company and the BRLM of such change in status or constitution in writing.
 - v) It shall hand-over to the Company, as applicable, all the records/ data and all related documents which are in its possession in its capacity as the Registrar to the Issue, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days from the date of cancellation of its certificate of registration as Registrar, whichever is earlier.
 - w) 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 number SEBI/HO/MIRSD/POD-1/CIR/2023/70 dated May 17, 2023, and the Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/37 dated May 7, 2024.
 - x) The Registrar shall provide back-up documents for the transactions to the BRLM within one month of closure of the Issue.
 - y) The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of any pandemic and lockdown any force majeure events on the Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and the BRLM are met. The Registrar confirms that the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar. The Registrar further confirms that it shall endeavour to render its services as the Registrar to the Issue under the terms set out in this Agreement, in compliance with any governmental and/or statutory regulations issued in connection with pandemics and in particular in respect of COVID-19.
5. The Company, in relation to the Issue, hereby declares that it has complied with and agrees to comply with all statutory and regulatory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, as required, to enable it to undertake the Issue. 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 governmental, judicial, quasi-judicial, administrative, and any other statutory/regulatory authority. If the Registrar receives any instructions under this Agreement which are in violation of any Applicable Laws, and any rules, regulations and guidelines issued by SEBI or any other statutory, regulatory judicial, quasi-judicial governmental and / or administrative authority, the Registrar shall immediately notify the Company and the BRLM in writing, pursuant to which the Company shall be free to withdraw, modify or clarify such instructions, if required that is satisfactory to the Company and the BRLM.
6. This Agreement is being entered into between the Parties for engaging KFIN Technologies Limited as the Registrar to the Issue and does not in any way bind the Company to appoint KFIN Technologies Limited as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its respective registrar and share transfer agent. In the event of appointment of any other agency as the registrar and share transfer agent of the Company other than KFIN Technologies Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Issue in a format compatible to the registrar and share transfer agent appointed by the Company, without any additional charges.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon mutually but all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as



the Registrar to the Issue specified in this Agreement, the Underwriting Agreement, the Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement or any other agreements in relation to the Issue to which it is a party, and the Issue Documents, provided such documents are not contrary to the SEBI ICDR Regulations or other Applicable Laws. The Registrar hereby consents to the inclusion of its name, its logo and other requisite details (including address, contact and SEBI registration details) as the Registrar to the Issue, required under Applicable Laws, in the Issue Documents and in all other documents as are required for the Issue, in the format of consent letter agreed between the Parties.

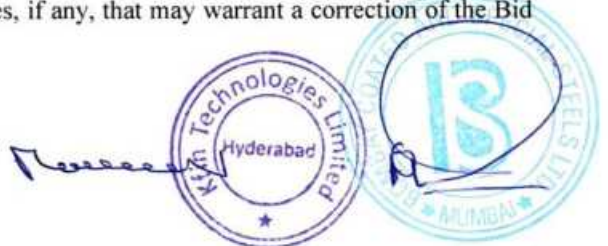
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:

- a) To comply with the SEBI RTA Master Circular to the extent applicable to the Issue.
- b) To enter into a Cash Escrow and Sponsor Bank Agreement with the Company, BRLM, the Syndicate Members and the Bankers to the Issue (including the Sponsor Bank(s)) in the terms of which escrow accounts will be opened and the Registrar shall issue requisite instructions to the Escrow Collection Bank, Refund Bank, Public Issue Account Bank, and Sponsor Bank (collectively, the "**Bankers to the Issue**") in relation to the Issue;
- c) To enter into a 'Syndicate Agreement' with the Company and the members of the Syndicate, in terms of which the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement;
- d) To enter into an underwriting agreement ("**Underwriting Agreement**") with the Company and provide the necessary notices and perform such other functions as may be agreed upon in accordance with the Underwriting Agreement;
- e) To enter into any other agreement with the Company, the BRLM, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement;
- f) Liaise with the Company to facilitate dematerialization, if required, of the Equity Shares held by its existing shareholders, if required, under Applicable Law, prior to the filing of the Red Herring Prospectus
- g) Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, to Equity Shares prior or post the filing of the Draft Red Herring Prospectus, as may be required under Applicable Laws;
- h) Providing detailed instructions to the Bankers to the Issue (including the Sponsor Bank(s)), Escrow Collection Banks, SCSB, members of Syndicate, Collection Depository Participants, sub-Syndicate members/agents, Registrar and Share Transfer Agents registered with SEBI ("**RTAs**"), Public Issue Account Bank, as applicable and Registered Brokers who are authorized to collect ASBA Forms from the Bidders and Anchor Investor Application Forms in relation to the Issue (collectively, the "**Designated Intermediaries**") including the format and timeline of receipt of information;
- i) Finalising with the Company and the BRLM, the amount of processing fees payable to SCSBs and the Sponsor Bank, brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers (together the SCSBs, members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers are hereinafter defined as the "**Designated Intermediaries**"), the Bid/Issue Opening Date and Bid/Issue Closing Date, including details of revision in Price Band, Floor Price, Bid/Issue Period. Further, it shall be the sole responsibility of the Registrar to procure and collect final certificates from Designated Intermediaries, within the timelines prescribed by the SEBI;
- j) Providing/specifying the format to the Designated Intermediaries, as applicable, in which information in relation to ASBA or the UPI Mechanism is required to be provided to the Registrar;



- k) Finalizing with the Company and the BRLM and intimating on the amount of processing fees and commission payable to SCSBs in respect of Syndicate ASBA, fees payable to the Sponsor Bank(s) for Bids made by the UPI Bidders and also intimating the brokerage and selling commission payable for the SCSBs, members of the Syndicate, Registered Brokers, RTAs and CDPs for ASBA;
- l) Ensuring that, with respect to the UPI Bidders, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs;
- m) To liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Issue;
- n) 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, sub-Syndicate members/agents, 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/Issue Opening Date;
- o) Accept and collect complete ASBA Forms;
- p) Ensuring that, with respect to RIIs using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- q) Providing inputs for finalising the Bankers to the Issue for (i) collection of application money from the Anchor Investors in Escrow Account, (ii) transfer of the Issue proceeds to the Public Issue Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors; and assist in identification of the collecting branches at the collection centres;
- r) Ensuring that Bids made through the UPI Mechanism in respect of SCSBs have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as Issuer Banks for UPI
- s) Intimating the Designated Intermediaries before opening of the Issue, the basis of the commission/processing fees payable, the Bid/Issue Opening Date and Bid/Issue Closing Date and time, including details of revision in Price Band, Floor Price, Bid/Issue Period, if any;
- t) Providing inputs for finalizing the Bankers to the Issue (including the Sponsor Bank(s)) and assist in identification of the collecting branches at the collection centres finalized;
- u) Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs, Sponsor Bank(s) and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
- v) Ensuring that SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;
- w) Following up with the Sponsor Bank(s) (through the Designated Stock Exchange), Bankers to the Issue and the SCSBs for receipt of certificates for no complaints pending against the SCSBs and Syndicate Members associated to the Issue, certificate confirming that all the SCSBs involved in the ASBA process have unblocked ASBA accounts and receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank(s), Banker to the Issue and SCSB and advising the Syndicate Members to be appointed by the BRLM through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;



- x) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Sponsor Bank(s) and all the SCSBs, including the Syndicate SCSBs, participating in the Issue, within such time as prescribed under Applicable Law;
- y) 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/Issue Opening Date till Bid/Issue Closing Date by obtaining the same from the Stock Exchanges in accordance with the SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 or SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable), or such other timeline as may be prescribed under applicable law. The Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis as per applicable laws. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned Master Circular and in the format prescribed thereunder read with SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, and any other applicable laws notified from time to time;
- z) The timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with Applicable Laws. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8.00 p.m. IST on the day when Basis of Allotment has to be finalised and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 9.00 am, on the next Working Day following the Basis of Allotment in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, as amended; and the SEBI RTA Master Circular.
- aa) Submitting the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 9.30 am on the Working Day following the finalisation of the Basis of Allotment approved by the Designated Stock Exchange. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment applications, cancelled, withdrawn and deleted applications and receipt of confirmation (in the prescribed format) from the SCSBs. 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, but not later than 9:30 am (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under Applicable Laws including the SEBI RTA Master Circular, in this regard;
- bb) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the BRLM, and ensuring the effective redressal of such grievances;
- cc) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on the letterhead/ stamped and confirm that such certificates, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall also advise 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;
- dd) Obtaining from the Depositories, the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- ee) To review the sections related to the Issue in the Issue Documents or any other Issue related documents and confirm their accuracy;
- ff) To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) and the Registered Brokers as per information provided on the websites of the Stock Exchanges in which information in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar;



- gg) Receiving and providing inputs to the Company and the BRLM for designing and printing the Bid cum Application Forms and ensuring that the Floor Price or the Price Band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and with the Designated Intermediaries;
- hh) To provide the reports to the Company and BRLM required by the Stock Exchanges in the post-Issue process while processing the listing and trading approvals (like non syndicate members commission report)
- ii) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued through the Issue;
- jj) Preparing the Confirmation of Allocation Note for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Issue related stationery;
- kk) Collecting within the timelines provided under the circulars and regulations notified by SEBI and in the manner specified by the Company and the BRLM and under Applicable Law:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank(s), and the other Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the BRLM, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Bank within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;
 - ii. the electronic Bid data (including the ASBA Bid data) from the Stock Exchanges containing details including the Bid cum Application Form numbers the Bid Amount and sharing the same with the SCSBs for validation and reconciliation;
 - iii. The Registered Intermediaries, shall retain the physical Bid cum Application Forms (pertaining to UPI Bids) from the Registered Brokers following the expiry of six months from the Bid/Issue Closing Date and in respect of electronic forms received by it, the Registered Intermediaries shall maintain the relevant electronic records for a minimum period of three years;
 - iv. coordination and obtaining certificate of blocked funds, in respect of Bids made by the UPI Bidders by way of the UPI Mechanism, from the Sponsor Bank(s) after the Bid/Issue Closing Date;
 - v. aggregate data in relation to the total number of ASBA Bids uploaded by the Designated Intermediaries and the total number of Equity Shares and the total amount blocked against the uploaded ASBA Bids, from each Designated Intermediary/Sponsor Bank(s)/Stock Exchanges;
 - vi. soft and hard copies, as applicable, of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank(s)/Stock Exchanges, as applicable, and with respect to the Anchor Investors, the Anchor Investor Application Forms from the BRLM and the data / information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks; The Registrar shall ensure to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws and relevant agreements entered into in this regard and as instructed by the BRLM;
 - vii. PAN, DP ID, UPI ID and Client ID details of valid beneficiary accounts from Depositories; and



- viii. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;

In each case, in accordance with the instructions of the Company the BRLM, and in the case of reporting any disruptions/delay in the flow of applications from the Designated Intermediaries to the Company 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;

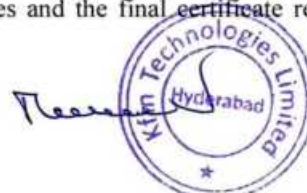
- ll) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms within the specified regulatory timelines;
- mm) To process all Bids along with the bank schedules received from the Sponsor Bank(s), Escrow Collection Banks, the SCSBs and other Designated Intermediaries, as applicable, in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue;
- nn) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- oo) At the time of finalization of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable) for a single foreign portfolio investor. Further, the Registrar shall obtain validation from the Depositories for the foreign portfolio investors who have invested in the Issue to ensure there is no breach of investment limits set out under the SEBI (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for Issue procedure, as prescribed by SEBI from time to time;
- pp) Registrar to ensure that Basis of Allotment has been finalised in accordance with SEBI ICDR Regulations, Circulars and UPI Circulars issued by the SEBI. Further the Registrar should submit the same to the Designated Stock Exchange within the timeline prescribed in the UPI Circulars and assist the BRLM and Company in getting the approval of the Designated Stock Exchange.
- qq) The Registrar shall obtain validation from depositories for the FPIs who have invested in the Issue to ensure there is no breach of investment limits;
- rr) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Red Herring Prospectus and Prospectus and rejecting such Bid cum Application Forms in consultation with the Company and the BRLM. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms, furthermore, the Registrar shall ensure that applications of the Promoter and Promoter Group of the Company and their related parties are rejected;
- ss) On Bid/Issue Closing Date, collect the Bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID, and PAN with the Depositories' database and provide a file to the BRLM and the Syndicate Members of the erroneous Bids which will be considered as invalid;
- tt) Deliver the Bid file received from the Stock Exchanges containing the Bid cum Application numbers, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation/reconciliation at their end;
- uu) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from the Escrow Collection Banks, the Sponsor Bank(s) and the SCSBs and the BRLM and match the same with the Depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- vv) Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company and the BRLM;



- ww) To inform the Designated Intermediaries of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- xx) To reject the Bids in case the DP ID, Client ID, UPI ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Syndicate Members, the Registered Brokers, RTAs, CDPs and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant Designated Intermediary within the specified date;
- yy) 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);
- zz) To forward the exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/Issue Closing Date, or such earlier time as may be prescribed under Applicable Law;
- aaa) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- bbb) To coordinate with the Escrow Collection Banks (in case of Anchor Bids), SCSBs (in case of ASBA Bids) and Sponsor Bank(s) (through the Stock Exchanges) for submission of provisional and final certificate, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Issue and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Law;
- ccc) To immediately inform the Company and the BRLM in case of any requests for withdrawals during the Bid/Issue Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn, prior to the Bid/Issue Closing Date;
- ddd) To ensure that the Basis of Allotment is in accordance with SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- eee) To complete and follow all processes indicated in the Issue Documents;
- fff) 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;
- ggg) To ensure that SCSBs applying through the ASBA process shall apply in the Issue through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- hhh) 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 Issue Documents along with the BRLM and the Company;
- iii) To prepare the complete list of valid applications (after all rejections including rejections on technical grounds), and present the same category-wise to the Company and the BRLM;
- jjj) To keep a proper record of Bid cum Application Forms and 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 Issue as may be agreed between the Company, the BRLM and the Registrar, on a daily basis at the end of the Bidding to the Company and the BRLM;
- kkk) To provide exceptions to enable the Company and the BRLM to take decision on the Bids;

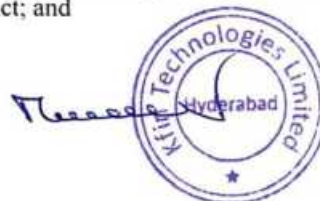


- lll) To ensure that the Designated Intermediary's performance is calculated based on the broker/Syndicate Member terminal IDs and the application ranges shared by all the BRLM, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- mmm) 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;
- nnn) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank(s) and the SCSBs with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/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, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, the SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, , SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular bearing reference no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, 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 (collectively, the "**Relevant SEBI Circulars**"), on the basis of which the Basis of Allotment will be finalized and ensure compliance with all applicable regulations and guidelines including the including the Relevant SEBI Circulars; It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs and the Sponsor Bank on the Bid/ Issue Closing Date or such other earlier time as may be prescribed under Applicable Law;
- ooo) Registrar to ensure that all the activities specified in UPI circulars are completed within the timelines prescribed in the UPI circulars and the grievances from investors are resolved within such timelines. Any delay caused to, or losses incurred by the BRLM or Company due to delayed responses to the grievances will be obligation of the Registrar;
- ppp) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders 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/Issue Closing Date, or such earlier time as may be prescribed under Applicable Law;
- qqq) To undertake 'technical rejections' based on electronic bidding details and to prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- rrr) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Issue;
- sss) To receive and provide inputs to the Company for designing and printing the Bid cum Application Form, the Registrar shall also prepare the CAN for the Anchor Investors and the Allotment Advice to ASBA Bidders;
- ttt) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- uuu) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs; to deliver communication to the Company and the BRLM at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the



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

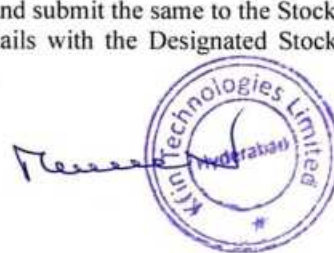
- vvv) To provide correct data in time and in no event later than 6:00 pm on next Working Days from the Bid/Issue Closing Date, or such earlier time as may be prescribed under Applicable Laws, to enable the Company to determine and finalize the Basis of Allotment in consultation with the BRLM after proper 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;
- www) Upon approval of the Basis of Allotment, the RTA will share the debit file with the Sponsor Bank(s) (through stock exchange) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the RII's account. The Sponsor Bank(s), based on the mandate approved by the RII at the time of blocking of funds, will raise the debit / collect request from the RII's bank account, whereupon the funds will be transferred from RIIs account to Public Issue Account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.
- xxx) To coordinate with the Sponsor Bank(s)/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 in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022, and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 each as amended;
- yyy) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the Allotment Advice in consultation with the Company and the BRLM, post communication of the Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Basis of Allotment and to assist the Company in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Issue capital (except for any Equity Shares that are exempted from locking under the SEBI ICDR Regulations), within three Working Days from the Bid/Issue Closing Date and relevant SEBI circulars and to receive confirmation of lock-in within such time as may be prescribed under Applicable Laws, instructions to Sponsor Bank(s), SCSB's/Escrow Collection Bank for unblocking/transferring of funds to Public Issue/Refund Account; For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLM' Indemnified Parties and the Company for the cost incurred on account of payment of such interest or damages.
- zzz) To prepare funds transfer schedule based on approved Basis of Allotment;
- aaaa) To keep accurately, at all times, the electronic records relating to Bids received from all Designated Intermediaries and the BRLM, including:
- Bids from the online system of the Stock Exchanges and ASBAs furnished by SCSBs, the Syndicate, RTAs, CDPs and the Registered Brokers and the BRLM;
 - Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders;
 - Particulars relating to the requisite money to be transferred to Public Issue Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and



- v. Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- bbbb) 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/ Issue 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 (for instance, an investor in the OTH category) or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/ Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor in consultation with the Registered Brokers / Syndicate Members and the BRLM.
- cccc) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to carry out due procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms as provided in the Issue Documents;
- dddd) To prepare a distribution schedule and analysis form for purposes of the Stock Exchanges or the Company and the BRLM;
- eeee) Prepare the registers and other data, including but not limited to the following:
- i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;
 - iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and
 - viii. Any other register and/ or data as may be requested by the Company and the BRLM in relation to the Issue.
- ffff) To post communication of the Basis of Allotment by the Company, prepare the list of Allottees entitled to Allotment of Equity Shares and prepare instructions for unblocking and/or transfer of funds from the Sponsor Bank(s), Escrow Accounts and relevant ASBA Accounts to the Public Issue Account and the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company and the BRLM;
- gggg) To ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made;
- hhhh) 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;



- iii) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSB for ASBA Bids; and (ii) Escrow Collection Banks/Sponsor Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account (including for eventual credit to the Company) within the timelines specified under Applicable Laws, including 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, 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, the SEBI Circular No. SEBI/HO/CFD/DIL2/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/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and the UPI Circulars (to the extent these circulars are not rescinded):
- Number of Equity Shares to be allotted against each valid ASBA or each valid Bid, as the case maybe and the list of successful Bidders;
 - Amount to be transferred from the relevant ASBA Account/ UPI Linked bank account or the Escrow Account to the Public Issue Account (or the refund account if so required), for each valid Bidder and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines as per Applicable Laws;
 - The date by which the funds referred herein above, shall be transferred to the Public Issue Account; and
 - Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank(s) to enable them to refund or unblock the relevant bank accounts, as the case may be.
- iiii) In case of failure of the Issue, to give appropriate instructions for unblocking of the relevant ASBA Accounts/ UPI linked bank accounts / issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Issue Documents, this Agreement, SEBI ICDR Regulations, or the circulars, to the extent not rescinded, (including the SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022), regulations issued by the SEBI, the Red Herring Prospectus and the Prospectus;
- kkkk) In accordance with instructions received from the Company 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 Issue Documents and required under applicable legislations, rules and regulations issued by SEBI. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Company and BRLM, the cost incurred on account of payment of such interest or damages
- llll) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Banks, Sponsor Bank(s), SCSB's and the Refund Banks;
- mmmm) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;



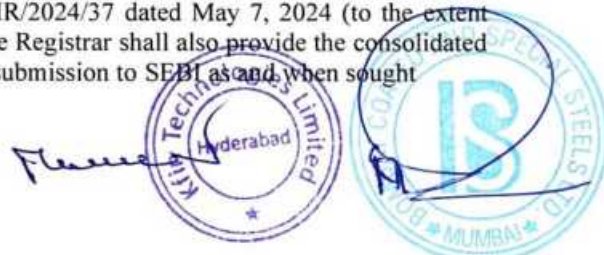
- nnnn) To take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations;
- oooo) To dispatch letters of Allotment/ Allotment Advice, refund orders and credit of shares to the Allottees' respective demat accounts within the time frame indicated in the Issue Documents subject to certain cases kept in abeyance in consultation with the Company and the BRLM and assist the Company and the BRLM in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and the Issue Documents;
- pppp) To coordinate with the Sponsor Bank, SCSBs, Stock Exchanges, the BRLM, Registered Brokers, Banker(s) to the Issue, National Payment Corporation of India, and other parties as may be required, for completing the post-Issue related formalities in relation to the Issue, in accordance with applicable laws and SEBI Circulars
- qqqq) 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;
- rrrr) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with stock exchange(s).
- ssss) To revalidate refund orders, where permitted;
- tttt) To carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents;
- uuuu) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the BRLM;
- vvvv) Finalization of various post-Issue monitoring reports such as final post-Issue monitoring report, along with relevant documents/certificates, in consultation with the BRLM, 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 Issue;
- wwwv) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Issue Period and after closing of the Issue, 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 or any such period prescribed under Applicable Laws and are informed and made available to the Company at regular intervals or upon request;
- xxxx) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Issue monitoring reports, etc., within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM;
- yyyy) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;
- zzzz) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advices, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules and regulations issued by SEBI, and provide requisite reports to the Company and the BRLM during the Issue Period and after closing of the Issue;
- aaaaa) To resolve investor complaints and grievances based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs



- bbbbbb) To assist the Company, and the BRLM in providing necessary reports/information for drafting the responses to grievances or investor complaints
- cccccc) 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;
- dddddd) In accordance with Applicable Laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids, (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected) and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank(s) not later than 5:00 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable laws;
- eeeeee) To initiate corporate action to Allot Equity Shares to the successful Bidders after the approval of Allotment of Equity Shares by the Board of Directors of the Company;
- ffffff) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within 3 (three) working days from the date of closure of the Issue or within such timeline as prescribed by SEBI from time to time;
- gggggg) To move the funds from the SCSBs, Sponsor Bank(s) and Escrow Collection Banks to the Company's Public Issue Account, for eventual credit to the Company in accordance with the Issue Documents and Applicable Laws;
- hhhhh) To consolidate the list of subscriptions received through the Underwriters to the Issue and evaluating their performance. Prepare statement of selling commission payable, if any, and arrange for their dispatch;
- iiiiii) To provide data to assist the Company and the BRLM in publishing the Basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Issue, Bid/Issue Opening/Closing advertisements have appeared earlier;
- jjjjjj) To provide weekly reports to the Company and the BRLM on the (i) status of Equity Shares lying in demat Escrow Account; (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors and (iii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company and the BRLM;
- kkkkk) To provide pre-Issue and post-Issue shareholding pattern in accordance with the SEBI LODR Regulations, to the Company as required in the post-Issue listing and trading approval process
- lllll) 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 other Designated Intermediaries based on the terminal from which the Bid has been uploaded/ Application Number Ranges shared by the BRLM. 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 the Designated Intermediaries shall be made in accordance with the Applicable Laws and as disclosed in the Issue Documents, subject to any Applicable Laws (including any circulars, guidelines or regulations issued by SEBI). The payment to CDPs and RTAs shall be made in accordance with SEBI RTA Master Circular and as disclosed in the Issue Documents. The quantum of commission payable shall be determined on the basis of the applications which will be considered eligible for the purpose of Allotment, in accordance with the Applicable Laws;



- mmmmm) 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 the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Issue Documents. The payment to CDPs and RTAs shall be made in accordance with the SEBI Circular No. CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Issue Documents (to the extent these circulars are not rescinded). The payment to SCSBs shall be made in accordance with the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws;
- nnnnn) The Registrar shall continue to be responsible to collect information from the SCSBs and other Designated Intermediaries as may be requested by the BRLM or the Company, in accordance with the UPI Circulars, including the annexures and certificate, in terms of the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022. Upon receipt of such certificate and annexures, the Registrar shall maintain a record of the same and the consolidated compliance of all SCSBs shall be provided by the Registrar to the BRLM on the BOA+1, or such other timelines as may be prescribed in terms of the UPI Circulars;
- ooooo) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- ppppp) To provide assistance to the Company 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;
- qqqqq) Registrar will ensure to provide the shared folder access to the BRLM, Sponsor Banks, Escrow Bank, SCSBs, Designated Stock Exchanges and Company and all necessary reports shall be placed in the shared folder which can be accessed by all the above-mentioned parties;
- rrrrr) To provide in a timely manner all accurate information to be provided by it under this Agreement and to communicate to the Company and the BRLM at the earliest in the event of discrepancy between online system of the Stock Exchanges and SCSB's data;
- sssss) To provide confirmation on the relevant data that the commission and processing fees will be shared by the Registrar to respective syndicate & sub-syndicate member whenever requested. Further, the Registrar will co-ordinate with the stock exchanges and assist the Company in the process of making payment towards processing fees payable to non-syndicate members from whom the bids are received in the Issue;
- ttttt) To ensure compliance with all applicable regulations and guidelines, including paragraphs 12 and 45 of SEBI RTA Master Circular, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018 And SEBI circular no. SEBI/HO/CFD/DIL2 /P/CIR/2021/570 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI RTA Master Circular, SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 and the subsequent circulars or notifications issued by SEBI from time to time;
- uuuuu) Collecting and maintaining records of the requisite certificate from the SCSBs in accordance with the Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023, and SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable) and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the BRLM for onward submission to SEBI as and when sought



- vvvvv) To ensure compliance with UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank(s) and undertaking all necessary activities in this regard;
- wwwww) Providing data to the Company 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.;
- xxxxx) At the time of the finalisation of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Issue 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.
- yyyyy) Ensure Bid cum Application Form from various locations are accepted by SCSBs from Brokers/Investors/Registered Intermediaries;
- zzzzz) Provide data on demand to the Company for filings with regulatory authorities, if any;
- aaaaa) The scope of services will also include all the necessary web services that are generally issued by a registry service firm;
- bbbbb) 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;
- ccccc) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Bidders in an initial public offer in terms of the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018; and
- ddddd) 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 Issue 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 Issue to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
- eeeee) Coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Issue and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.
- fffff) Coordinate with the Sponsor Bank, SCSBs, the BRLM, NPCI, Registered Brokers etc. for completing the post- Issue related formalities in relation to the Issue in accordance with Applicable Laws.
- ggggg) To submit the details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges in the manner set out in SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder. The Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021. The Registrar shall also conduct third party checks on UPI and non-UPI applications on a daily basis till the time the rejection file is prepared;



- hhhhh) To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file not later than 9:30 am on the next day post finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.
- iiiiii) Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the BRLM for onward submission to the SEBI as and when sought.
- jjjjjj) To prepare and to 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, within the prescribed timeline.
- kkkkkk) Any or all other activities though not specifically covered in this Agreement yet required for purpose of the Issue, including complying with T+3 listing regulations and any other regulatory requirements.
- llllll) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Issue, SCSBs and the Sponsor Bank.
- mmmmm) Assisting the BRLM to make the requisite submissions to regulators in relation to the Issue, if any
9. In connection with the Issue, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the RTA Regulations and for the minimum duration prescribed under Applicable Laws, without limitation, the following:
- all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs 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 Issue, the data/information received from SCSBs including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank(s) or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Issue / Escrow Collection Banks;
 - data/information received from the SCSBs and the Sponsor Bank including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
 - all the electronic records relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLM and the Designated Intermediaries;
 - all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
 - 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;
 - Basis of Allotment of Equity Shares to the successful Bidders as finalised, along with relevant annexures and details;
 - Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation;
 - Demographic Details obtained from the concerned Depositories;
 - terms and conditions of the Issue of the Equity Shares;



- (j) accounts against valid Bids; accounts against valid ASBAs;
- (k) list of names of successful Bidders and unsuccessful Bidders, including successful and unsuccessful ASBA Bidders;
- (l) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Issue;
- (m) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA Accounts against valid Bids, and the refunds to be returned / unblocked to the Bidders;
- (n) to prepare list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular, within the prescribe timeline, in a format as prescribed by the SEBI, from time to time.
- (o) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLM and the Designated Intermediaries;
- (p) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (q) particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA accounts, against valid Bids;
- (r) reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank(s), SCSBs, BRLM and the Bankers to the Issue and reconciliation between funds deposited with the Banker(s) to the Issue / Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Bid cum Application Form and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (s) reconciliation between funds deposited in the Bankers to the Issue or any of their correspondent banks and total of amounts stated in the Anchor Investor Form
- (t) refund amounts paid through electronic mode and refund orders dispatched to Anchor Investors in respect of Bid Amounts received from them in response to the Issue with the terms of the Escrow and Sponsor Bank Agreement, the Issue Documents, the SEBI ICDR Regulations and the Companies Act and revalidation and issue of duplicate refund orders;
- (u) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI, direct credit etc.;
- (v) Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation
- (w) details of demand draft issued, if any;
- (x) records of correspondence in respect of investor complaints, grievances or queries;
- (y) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID and Client ID details;
- (z) 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;
- (aa) recording the change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc;



- (bb) records of pre-printed Issue stationery, including CAN, revised CAN, Allotment Advice, refund warrants and duplicate refund intimations showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (cc) complaint register containing details of the date of receipt of complaint, particulars of the complainant, nature of complaint, date of disposal and manner in which disposed. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (dd) such other records as may be specified by SEBI, the Company, the SCSBs, the Syndicate Members and / or the BRLM for carrying on the activities as Registrar to the Issue; and
- (ee) particulars relating to the requisite money to be transferred to the Company accounts;
- (ff) to assist the BRLM to make the requisite submissions to regulators in relation to the Issue, if any.

In addition to the above, the Registrar shall, pursuant to SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable) retain physical application forms submitted by RII 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 3 (three) years.

Subject to the provisions of any other law, including Regulations 14 and 15 of the RTA Regulations and commercial arrangements with the Company for storage cost for records beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years or any such period prescribed under Applicable Laws from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company and the BRLM, or any of their respective assigns 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 (as defined below) about the Company, the Issue or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Issue.

“Confidential Information” shall include, but shall not be limited to list of bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLM and/or to the Company, details of refunds made, allotment letters dispatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the Directors, Key Managerial Personnel, Senior Management and officers and auditors and advisors of the Company, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLM, Bankers to the Issue, brokers to the Issue, Syndicate Members, SCSB, depository participants, disputes and grievances, any, software or related technical information, marketing data and techniques, operation, 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. In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company and the BRLM in writing.



The provision of this Clause 10 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 the Sponsor Bank(s), Escrow Collection Banks or SCSBs to unblock the bank accounts of the respective ASBA Bidders or release funds from the Escrow Accounts as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and dispatch of refund orders without delay, including providing the Bankers to the Issue, Escrow Collection Banks with details of the monies or any surplus amount to be refunded to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Refund Banks, including any of their correspondent banks or to Designated Intermediaries, if any and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
12. The Registrar shall ensure that:
 - a. investors shall be sent the first response within one Working Day after receipt of complaint or any earlier time as may be prescribed under Applicable Law and redress complaints within seven days after the receipt of complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be addressed/resolved on the date of receipt of the complaint;
 - b. the enquiries and / or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines but not later than 2 (two) Working Days of receipt of enquiries and/or complaints;
 - c. in accordance with Applicable Laws, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn). The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8 p.m. IST on the day when Basis of Allotment has to be finalised and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank(s) not later than 9:00 a.m. IST on the next day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 9.00 a.m. IST on the next day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable laws);
 - d. the Registrar has a proper system to track, address and redress investor complaints as well as shall submit weekly report to the BRLM with respect to any complaint received in relation to the Issue which has been addressed to them and has been forwarded to them by the BRLM, the Company, and/or other intermediaries involved in the Issue;
 - e. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking / refund of application monies without delay and as per Applicable Law;
 - f. to immediately inform the BRLM and Company if any investor grievances/ Complaints are received on its registered SEBI SCORES portal with regards to the Issue or the Company and will provide all the assist to the BRLM and Company to respond or closure of the investor grievances/ complaints on their registered SEBI SCORES portal.
 - g. for the electronic Bids which are rejected as invalid because of DP ID/ Beneficiary Account ID/ UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;



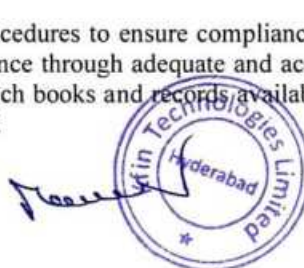
- h. it will share the details of the rejected Bids, if any, along with the reasons for rejection and details of unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank(s) through the Stock Exchanges in case of UPI ID, to enable them to refund or unblock the relevant bank accounts, as the case may be;
 - i. uniform procedure is followed for the processing of Bid cum Application Forms;
 - j. it shall provide status update at periodic intervals to the BRLM and the Company including updates on the nature and status of all investor grievances;
 - k. the information furnished to the SCSBs, the Syndicate, the Registered Brokers and any other Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
 - 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 maintains an insider list in accordance with the directions of the Company.
13. The Registrar acknowledges and shall comply with the SEBI (Foreign Portfolio Investors) Regulations, 2019 (FPI Regulations) 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 Issue 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 Issue to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time
14. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors and the Company. The Registrar confirms that it along with its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws;
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading;
 - (e) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws; and
 - (f) any activity that is prohibited under all applicable laws and regulations with respect to insider trading and market abuse;



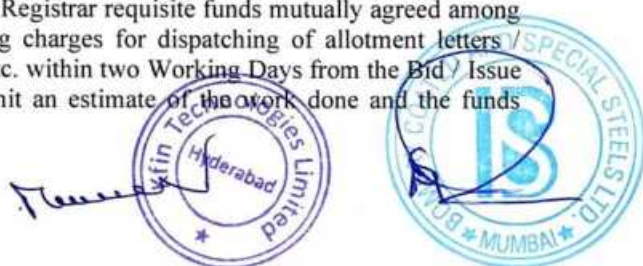
- (g) neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Issue; 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.
- (h) neither it 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.

15. 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 Issue and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws;
- (b) it is knowledgeable about anti-bribery laws and anti-corruption 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 BRLM and the Company 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;
- (f) it has obtained and shall maintain adequate insurance for omissions and commissions, and frauds by its employee(s) to protect the interests of investors as required under the the SEBI Master Circular No. SEBI/HO/MIRSD/POD-1/P/CIR/2023/70 dated May 17, 2023 and SEBI Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024 (to the extent applicable);;
- (g) it shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement;
- (h) it shall send SMS's and e-mails to the investors after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the bank accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications
- (i) 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; and

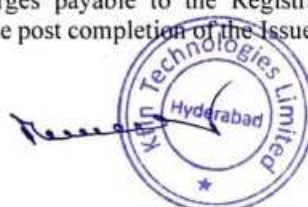


16. The Parties agree that the Issue is being undertaken in terms of *inter alia* SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 ("**T+3 Circular**") and the Registrar shall ensure that it perform all the duties set out in this Agreement in accordance T+3 Circular.
17. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.
18. The Registrar confirms that neither it nor its affiliates (wherever applicable) have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
19. Immediately on receiving the instructions from the Company and / or the BRLM as the case may be, in accordance with the Cash Escrow and Sponsor Bank(s) Agreement or as per the timeline mentioned in the Issue Documents (whichever is earlier), the Registrar shall issue instructions to all the SCSBs/Designated Intermediaries and the Sponsor Bank(s) to unblock the ASBA Accounts and / or dispatch the refund orders, as applicable within the period specified in the Issue Documents. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs or the Sponsor Bank(s), as the case may be, to unblock bank accounts of the respective ASBA Bidders within the period stated in the Issue Documents on receiving the instruction to do so from the Company and/or the BRLM or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company for the cost incurred by the Company in paying the interest, compensation, damage, loss, as per the Applicable Laws. If the Company or the BRLM's Indemnified Party are made liable to compensation / damages for or for any loss in relation to, including but not limited to, delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time / reasonable time / time mentioned in the Issue Documents, rules, regulations and circulars issued by SEBI or in case of any failure on part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company or the BRLM's Indemnified Party for such compensation / damage, loss etc. incurred by the Company, or the BRLM's Indemnified Party, as the case may be.
20. In case of refunds through electronic means like NACH, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Anchor Investors in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
21. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Issue to any other person (except to the BRLM and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) 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. The Company agrees that it will have access to the applications or documents relating to the Issue at the office of the Registrar only. 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.
22. The Registrar will handle the Issue related work from its office at -Selenium, Tower B, Plot No- 31 & 32, Financial District, Nanakramguda, Serili, Rangareddi, Hyderabad - 500032, Telangana, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Issue.
23. The Company shall, make available in advance to the Registrar requisite funds mutually agreed among the Company and the Registrar, for postage, mailing charges for dispatching of allotment letters / allotment / CAN/ allocation advice, share certificate etc. within two Working Days from the Bid / Issue Closing Date. On Allotment, the Registrar will submit an estimate of the work done and the funds



required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and shall share the same with the Company within five days from the date of receipt of request from the Company. The registrar agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount.

24. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend all necessary assistance to the Registrar in such matters. 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.
25. The Registrar shall act as a nodal agency for redressing complaints of ASBA and non-ASBA investors, including providing guidance to ASBA Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary concerned, if required, (including in connection with ASBA Bids made through the UPI Mechanism) and co- ordinate with intermediaries for unblocking of investors' funds and other regulated formalities.
26. The Registrar shall extend all necessary support to the Company, the BRLM, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI process.
27. The post-Issue stationery including CAN, revised CAN (if applicable), certificates, letters of Allotment, allotment / allocation advices and refund orders/intimation envelopes etc. shall be kept ready and handed over to the Registrar by the Company within one Working Day from the date of closure of the Issue. The Company will arrange to obtain prior approval for the Issue stationery from the Stock Exchanges and the Refund Bank.
28. The Registrar will finalize various monitoring and compliance reports such as the final post-Issue monitoring report, the compliance reports to be submitted by the BRLM (as per the UPI Circulars) along with relevant documents / certificates, in consultation with the BRLM and the Company, to be submitted to the SEBI within the stipulated time.
29. 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, UPI ID or Client ID and investor complaints/grievances.
30. The Registrar will provide all the relevant statements / reports to ensure commencement of trading within timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM.
31. The Registrar will also carry-out the following activities:
 - a. Initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the Board of Directors of the Company.
 - b. Give instruction to transfer/unblock the funds from the Escrow Account/SCSBs to the Public Issue Account, for eventual credit to the Company.
32. The Parties agree that the formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
33. The Parties agree that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses payable post completion of the Issue, shall be paid as per



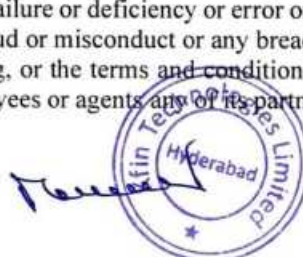
the terms and conditions specified in **Schedule I** and after deducting all taxes, duties and levies as per Applicable Laws. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company, except for any out-of-pocket expenses. The fees, expenses and charges payable to the Registrar shall be paid by the Company, in the manner specified in the Issue Agreement and in accordance with Applicable Laws.

34. The Registrar shall provide such information and data as required by the BRLM with intimation to the Company and provide certificates as may be reasonably requested by the BRLM, including at the stage of closure of the Issue, rejection of Bids, etc.
35. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event the Company does not take a special contingency policy to cover risks arising out of fraud, forgery errors of commission or omission, etc.
36. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reasons 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, then the Party so affected (the "**Affected Party**") shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavours to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the work till termination of this Agreement. The Company may terminate this Agreement upon receipt of such a notice from the Registrar.
37. The Company shall be entitled to terminate this Agreement immediately in the event the Registrar's certificate of registration with the SEBI is suspended / cancelled or any other statutory, regulatory, judicial, quasi-judicial governmental and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities, or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent. Further, after the termination of this Agreement, the Registrar shall continue to be responsible for any acts, deeds or things done by it for the Assignment, prior to such termination.
38. In the event the Company, in consultation with the BRLM, in accordance with the Issue Agreement decide not to proceed with the Issue, this Agreement shall stand terminated, and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination. Further, the Company may, terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid in accordance with the Issue Agreement only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing.
39. The termination under this Agreement shall be effective only when the new registrar is appointed for the Issue on the terms and conditions similar to the terms agreed upon herein and appropriate handover of data from the Registrar to the new registrar is carried out subject to fulfilling the requirements as may be prescribed by SEBI. If this Agreement is ever terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company, BRLM or their newly appointed registrar to the Issue towards taking over duties and responsibilities as the registrar to the Issue.



However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.

40. The Registrar shall redress complaints of the Bidders (including ASBA Bidders) within 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 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 and the BRLM in a mutually agreeable format. Provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports shall also be provided to the Company, as and when required.
41. 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 in any other business of the Company in any manner whatsoever.
42. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default / error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost immediately to rectify such defaults or errors or failure to deliver any service contemplated by this Agreement or non-performance of services and redress such deficiencies within a period of two Working Days of receipt of written notice of such breach by the Company and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and hold harmless the Company, and their respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, the BRLM, and its affiliates, partners, directors, management, representatives, officers, employees, successors, advisors, agents, permitted assigns and their respective affiliates from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgements, cost, professional fees, other 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, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities, arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 2 Working Days of receipt of written notice of such breach by the. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within three Working Days upon being instructed by the Company and/or the BRLM transfer all the documents in its possession including those related to the Equity Shares, to any other registrar / depository as instructed by the Company and / or the BRLM.
43. The Registrar shall act with due diligence, care and skill while discharging the Assignment. The Registrar irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold free and harmless the Company and its respective directors, officers, employees representatives, permitted assigns and successors and their respective agents and advisors, the BRLM, and its affiliates, partners, directors, management, representatives, officers, employees, successors, consultants, advisors, agents and their respective affiliates (collectively "**Indemnified Parties**") at all times from and against all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, costs, charges, awards, interests, judgements, expenses, including without limitation interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs and all other liabilities, costs and demands which may be made suffered, or incurred, including in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction, which may be made or commenced against the Indemnified Parties by any Bidders or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any delay or failure or deficiency or error or breach or omission or gross negligence or wilful default or bad faith or fraud or misconduct or any breach or alleged breach of obligation(s), responsibilities, warranty, undertaking, or the terms and conditions of this Agreement on the part of the Registrar or any of its officers, employees or agents and of its partners, representatives,



directors, management, officers, employees, advisors or other persons acting on its behalf, in performing or fulfilling any of the Assignment, or any of the terms and conditions set out in this Agreement and the Letter of Indemnity and other functions, duties and services hereunder or otherwise under Applicable Laws. The Registrar shall be liable to indemnify and keep indemnified the Company Indemnified Party and BRLM's Indemnified Party for any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in the Registrar Agreement and /or any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial and/or administrative authority. The Registrar shall be liable to indemnify and keep indemnified the Company Indemnified Party and BRLM's Indemnified Party for any fine imposed by the SEBI or any other Governmental Authority and/or if any information provided to the BRLM is untrue, incomplete or incorrect in any respect. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Laws, including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and / or the Stock Exchanges or any other statutory judicial, quasi-judicial governmental, administrative and / or regulatory authority or court of law or delay in credit of equity shares or credit of equity shares in wrong demat account. The Registrar shall be liable to indemnify and keep indemnified the Company Indemnified Party and BRLM's Indemnified Party for any loss, whether direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of willful misconduct. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, statutory, quasi-judicial governmental or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory judicial, quasi-judicial governmental, administrative and /or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the BRLM and the Company due to error or omission committed solely by a party other than the Registrar, and where the Registrar has not acted negligently or committed an act of willful misconduct. The Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, the Registrar is authorised by other Parties to this Agreement to communicate electronically with themselves / BRLM and all third parties on all matters related to this Assignment. Accordingly, the Company agrees that the Registrar shall have no liability to them for any Loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

44. In this regard, the Registrar undertakes to immediately, on the date of this Agreement, execute and deliver the Letter of Indemnity in the format set out in **Schedule IV** to the BRLM, to indemnify, at all times, the BRLM's Indemnified Parties for any and all losses, liabilities, claims, actions, suits, demands, proceedings, damages, awards, judgements, costs, interests, charges and expenses, including, without any limitation, attorney's fees and court costs which may be made or commenced against the Company and/or the BRLM's by any Bidder or holder of the Equity Shares issued or any other third party as a consequence of any act or omission of or any failure, error or deficiency arising out of a breach or alleged breach of the duties, obligations and responsibilities of the Registrar under this Agreement. The Registrar shall further indemnify and refund all costs incurred by the BRLM's Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement and in queries relating to such services from the SEBI and/or the stock exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law. Provided however, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLM's Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and 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 is sufficient consideration for the Letter of Indemnity.

45. 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, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with the Bidders.
46. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered / speed post, 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 at the address of such Party, if given by registered / speed post be deemed to have been delivered upon delivery, and if given by email thereof, provided however that any notice, etc., given by email, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Registrar:

KFin Technologies Limited

Selenium Tower – B, Plot 31 & 32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad – 500 032,
Telangana, India.

Tel: +91 40 6716 2222

Email: einward.ris@kfintech.com

Attention: M Murali Krishna - Sr. Vice President

To the Company:

Bombay Coated and Special Steels Limited

Address: 2602, Parinee I, 7-A Shah Industrial Estate,
Andheri (West), Mumbai - 400053, Maharashtra, India

Tel: +91 22 46649193

E-mail: compliance@bcsspl.in

Contact person: Sonam Gupta

47. 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
48. The Parties agree that non-compliance of any of the covenants contained herein by any Party may be reported to the SEBI within seven days by any other Party and shall also be reported to the Company and the BRLM immediately.
49. The Registrar shall bring to the notice of the Company of any communication between the BRLM and the Registrar pursuant to the Letter of Indemnity, in the event such communication is in connection with terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.
50. 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.

ARBITRATION AND DISPUTE RESOLUTION

51. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement between any or all of the Parties, including any question regarding its existence, validity, interpretation,



implementation, alleged breach of terms of this Agreement or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Agreement (the "**Dispute**"), the parties to the dispute (the "**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within 10 days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by the arbitration proceedings referred to in Clause 49 and 50.

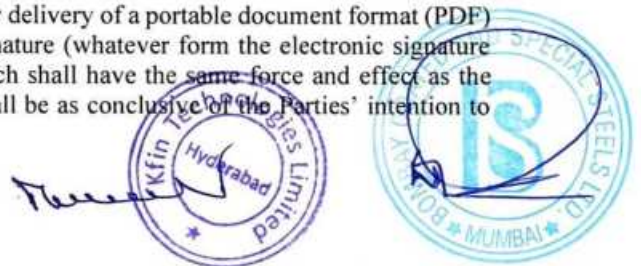
52. In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement (the "**Dispute**"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing), the Parties (the "**Disputing Parties**") shall by notice in writing to each other, refer the Dispute to binding arbitration administered by the Mumbai Centre for International Arbitration ("**MCIA**"), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the "**MCIA Arbitration Rules**") and this Clause 48. The MCIA Arbitration Rules are incorporated by reference into this Clause 48. Pursuant to clause 3(b) provisions of SEBI master circular for online resolution of disputes in the Indian securities market dated December 28, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (together, the "**SEBI ODR Circular**"), the Parties have opted to follow the dispute resolution mechanism thereunder. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
53. The arbitration shall be subject to this Clause 49 and be conducted as follows:
- (a) the arbitration shall be conducted under and in accordance with the MCIA Arbitration Rules;
 - (b) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (c) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
 - (d) the tribunal shall consist of three arbitrators appointed by the Council of Arbitration of MCIA ("**MCIA Council**"); each Disputing Party shall recommend one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the MCIA Arbitration Rules provided that, in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules; in any case, each of the arbitrators recommended by Disputing Parties under this Clause 52 shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (e) the arbitral tribunal shall have the power to award interest on any sums awarded provided that such award will not be punitive in nature;
 - (f) the arbitration award shall state the reasons on which it was based;
 - (g) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - (h) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal;
 - (i) the arbitral tribunal may award to a Disputing Party its costs and actual expenses (including counsel fees to a Disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement);



- (j) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
- (k) subject to the foregoing provisions, the courts in Mumbai shall have exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
- (l) Nothing in this Clause 49 shall be construed as preventing the BRLM from seeking conservatory or similar interim relief in any court of competent jurisdiction.

Subject to the above Clause 49, all disputes, if any arising out of the Assignment shall be subject to the courts having sole and exclusive jurisdiction in Mumbai, India for all the matters arising out of the arbitration proceedings mentioned herein above. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws rules

- 54. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 24 months from the date of closing of the Issue, provided that Clauses 10, , 14, 15, 17,42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 57 and this Clause 54 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar, whether in physical copies or soft copies shall be handed over to the Company or any party authorised (including any newly appointed registrar to the Issue) by the Company within 15 days from the date of termination of this Agreement or within 15 days from the date of cancellation of registration as a registrar, whichever is earlier.
- 55. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and / or the BRLM.
- 56. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party (provided that such consent shall not be unreasonably withheld or delayed).
- 57. If any provision(s) of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
- 58. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. It is hereby expressly clarified that any increase or decrease in the size of the Issue at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative provided the prior written approval from the BRLM have been obtained before the amendment or modification is executed. 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). The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.
- 59. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. Each Party agrees that this Agreement may be executed by delivery of a portable document format (PDF) copy of an executed signature page or by electronic signature (whatever form the electronic signature takes, subject to compliance with Applicable Law), which shall have the same force and effect as the delivery of an originally executed signature page and shall be as conclusive of the Parties' intention to



be bound by this Agreement as if signed by each Party's manuscript signature. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request, but a failure to do so shall not affect the enforceability of this Agreement.

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

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

Signed for and on behalf of Bombay Coated and Special Steels Limited



Authorised Signatory

Name: Nitin Gupta

Designation: Managing Director



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

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

Signed for and on behalf of KFIN Technologies Limited



Authorised Signatory

Name: Murali Krishna

Designation: Sr. Vice President



SCHEDULE I

SCHEDULE OF FEES

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

| Sl. No. | Particulars | Fees ₹ |
|---------|--|-----------------------------|
| 1. | Processing fee per application | ₹1.00 for the entire Issue |
| 2. | Validating data pertaining to depository option | |
| 3. | Preparing soft copy of CAN's | |
| 4. | Preparation of files to ASBA banks for blocking/ unblocking of investors account through the Sponsor Bank | |
| 5. | Charges for preparing bulk mailing register | |
| 6. | Reconciliation between bid files & amount blocked by ASBA Banks | |
| 7. | Preparation of Basis of Allotment | Nil |
| 8. | Fees payable for coordination, collection of schedules through emails, Provisional and Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids | Nil |
| 9. | Assisting the Company in Listing | Nil |
| 10. | Servicing of Investor, Hosting Investor Allotment / non allotment information on KFinTech's Website | Nil |
| 11. | Charges for sending bulk email/SMS | ₹0.25 per email/ per sms |

- Services Tax and other Statutory taxes, if any, shall be payable.
- The company is free to open the Escrow Demat account with any DP of its choice

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

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, email/sms/mobile / fax /, courier charges, (including Speed Post charges), taxes and levies, miscellaneous correspondence with investors, etc., will have to be reimbursed by the Company on actual basis. Supporting Bills / vouchers will be forwarded to the Company wherever possible, and in the event of specific bills not being available, billing will be done on an approximate basis.

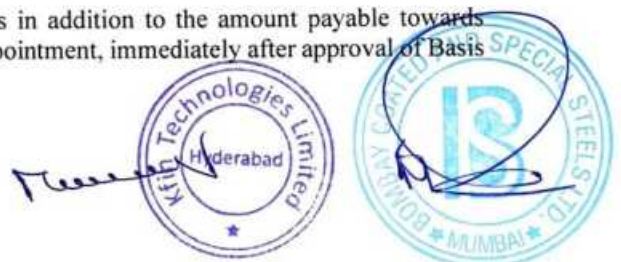
Preprinted stationery

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

Payment terms / specific (R&T) conditions

The following schedule of payment may please be noted:

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



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

KFin Technologies Limited

Selenium Tower B, Plot 31-32,

Financial District, Nanakramguda, Gachibowli, Hyderabad – 500 032

Phone: 040-67162222

Fax: 040-23001153; Toll Free no.: 1800-345-4001

Contact person: Mr. M. Muralikrishna, Sr. VP



SCHEDULE II

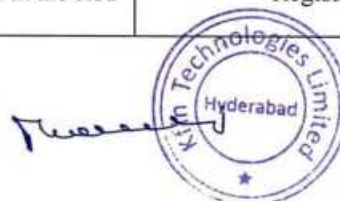
ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

Note: 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 Issue and in the post-Issue process, as may be directed by the Company or the BRLM, to the Registrar.

| S. No. | Activity | Party Responsible |
|------------|---|---|
| I. | PRE- ISSUE WORK | |
| 1. | Finalization of the Bankers to Issue, list of branches (controlling (in case of Anchor Investor) and collecting branches) | Company in consultation with the BRLM/Registrar |
| 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 BRLM/Registrar |
| 3. | Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries | Registrar in consultation with the BRLM |
| 4. | Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Issue | Company in consultation with the BRLM/Registrar |
| 5. | Placing of orders for and procuring pre-printed stationery. | Company |
| II. | ISSUE WORK | |
| 1. | Expediting dispatch of final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s) | Registrar |
| 2. | Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations | Registrar |
| 3. | Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank(s) | Registrar |
| 4. | Processing all Bid cum Application Forms in respect of the Issue. | Registrar |
| 5. | On Bid/Issue Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLM to the concerned Depository Participant of the error bids which will be considered as invalid | Registrar |
| 6. | Registrar to provide the shared folder to Designated Stock Exchange, BRLM, Company, Sponsor Bank, SCSBs and Escrow Bank | Registrar |
| 7. | Informing Stock Exchange/SEBI and providing necessary certificates to BRLM on closure of Issue | Company/Registrar |
| 8. | Preparing Underwriter statement in the event of under subscription after the Issue closes and seeking extension from the Stock Exchanges for processing. | Registrar/ Company/BRLM |
| 9. | Sending the electronic bid file for NIIs 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 |
| 10. | Numbering of applications and bank schedule and batching them for control purposes | Registrar |
| 11. | Transcribing information from documents to magnetic media for computer processing | Registrar |
| 12. | Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank(s), as the case may be. | Registrar |



| S. No. | Activity | Party Responsible |
|--------|--|---|
| 13. | Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Issue, the Sponsor Bank(s) and SCSBs. | Registrar |
| 14. | Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges. | Registrar |
| 15. | Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database. | Registrar |
| 16. | Eliminating invalid Bids and Bids below Issue Price | Registrar |
| 17. | Uploading of beneficiary account details to Depositories | Registrar |
| | Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLM | Registrar in consultation with the BRLM and Company |
| 18. | Preparation of inverse number for applicable categories | Registrar |
| 19. | Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLM and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders | Registrar |
| 20. | To give instructions to the Depositories to carry out lock-in for the pre-Issue share capital except shares offered under the Issue for Sale and receive confirmation from the Depositories | Registrar |
| 21. | Finalizing Basis of Allotment and obtaining approval of the Designated Stock Exchange | Company in consultation with BRLM and Registrar |
| 22. | Preparation of fund transfer schedule based on the approved allotment. | Registrar |
| 23. | Preparation of list of allottees entitled to be allocated equity shares. | Registrar |
| 24. | Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange | Company |
| 25. | Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment | Company/Registrar |
| 26. | Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue 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 Issue Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Issue 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(s), as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors RIIs, along with reasons for rejection of the Bids | Registrar |
| 27. | Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories | Registrar |
| 28. | Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy) | Registrar |
| 29. | Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations | Registrar |



| S. No. | Activity | Party Responsible |
|--------|--|---------------------------------------|
| 30. | Preparation of list of SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance. | Registrar |
| 31. | Scrutiny and processing of Bids received from the Designated Intermediaries. | Registrar |
| 32. | Printing of Allotment Advice, for refunding application money | Registrar |
| 33. | Printing postal journal for dispatching Allotment Advice cum refund orders by registered post | Registrar |
| 34. | Printing of distribution schedule for submission to Stock Exchange | Registrar |
| 35. | Providing pre-printed stationery and advance amount for postage and demat uploading expenses. | Company |
| 36. | Submission of the required file to the Refund Banker for payments to be made through the electronic mode | Registrar |
| 37. | Preparation of register of members and specimen signature cards (if required) | Registrar |
| 38. | Overprinting of Allotment advice, intimation and refund orders | Registrar |
| 39. | Mailing of documents by registered post | Registrar |
| 40. | Binding of application forms, application schedule and computer outputs | Registrar |
| 41. | Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value | Company |
| 42. | Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and Applicable Laws. | Company/Registrar |
| 43. | Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time. | Company/ BRLM |
| 44. | To ensure that the Equity Shares are issued and transferred only to permitted categories of investors | Registrar |
| 45. | Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Issue Documents and SEBI circulars as applicable | Registrar |
| 46. | 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 |
| 47. | Establishing proper grievance redressal mechanism during the period of the Issue and after the closure of the Issue, as per Issue Documents and to ensure settlement of all investor complaints | Registrar/ Company |
| 48. | 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 BRLM |
| 49. | Providing all relevant reports, postIssue shareholding pattern for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the BRLM. | Registrar |
| 50. | 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 |
| 51. | Finalizing various post-Issue monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ BRLM. | Registrar |
| 52. | Coordinating with the Stock Exchanges and Company, in consultation with the BRLM, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Issue. | Registrar |



| S. No. | Activity | Party Responsible |
|--------|---|---|
| 53. | Filing confirmation of credit of Equity Shares, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges. | Company/ Registrar |
| 54. | 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) and obtaining certificate of compliance from SCSBs. | Registrar |
| 55. | 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 |
| 56. | Collection of request applications, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment and deletion of the Bids from the Bid file as applicable | Registrar |
| 57. | Instructing the SCSBs for unblocking of the relevant bank account for transfer of requisite money to the Public Issue Account against each valid Bid | Registrar |
| 58. | Revalidation of refund orders | Registrar |
| 59. | Submission of the required file to the Escrow Collection Bank for payments to be made through the electronic mode | Registrar |
| 60. | Collection of Bid cum Application Forms from the Designated Intermediaries. | Registrar |
| 61. | Matching with bid data/reconciliation with bank schedules and the final certificate. | Registrar |
| 62. | Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and reject applications with technical faults and multiple applications with reference to regulations/ guidelines/ procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and BRLM | Registrar in consultation with the BRLM and Company |
| 63. | Eliminating invalid Bids and Bids below Issue Price | Registrar |
| 64. | Unblocking the relevant bank account for: (a). Transfer of requisite money to the Public Issue Account against each valid Bid cum Application Form (b). Rejection or unsuccessful Bid cum Application Forms | SCSBs |
| 65. | 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 |
| 66. | 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 within the prescribed timeline. | Registrar |
| 67. | 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 / Issue Opening Date till the Bid / Issue Closing Date by obtaining the same from Stock Exchanges | Registrar |
| 68. | Registrar shall prepare and assist the BRLM in computing the compensation payable in accordance with SEBI Circular dated March 16, 2021. | Registrar |



| S. No. | Activity | Party Responsible |
|--------|---|----------------------------|
| 69. | Filing confirmation of credit of Equity Shares in accordance with SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/7 dated May 30, 2022, lock-in and issuance of instructions to unblock ASBA funds, as applicable with the Stock Exchanges. | Registrar |
| 70. | Any other activity as may be required in respect of the proposed public Issue | Registrar / Company / BRLM |



SCHEDULE III

CERTIFICATE OF REGISTRATION OF THE REGISTRAR

निर्गम रजिस्ट्रार और
शेयर अंतरण अभिकर्ता

प्रारूप छ
FORM B

REGISTRARS TO AN ISSUE
AND
SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनियम बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

[निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993

(Registrars to an issue and Share transfer agents) Regulations, 1993

(विनियम 8)

(Regulation 8)

00 14 30

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

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

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

को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।

as registrars to an issue and share transfer agent in Category I*/registrar to an issue*/share transfer agent* in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.

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

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

This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board

III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमान्य है।

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

स्थान Place

Mumbai

तारीख Date

April 1, 2022

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



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

Dinesh Joshi

प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory



SCHEDULE IV

LETTER OF INDEMNITY

Date: January 28, 2026

Smart Horizon Capital Advisors Private Limited

(formerly known as Shreni Capital Advisors Private Limited),

B/908, Wester Edge II, Kanakia Space,

Behind Metro mall, Off Western Express Highway, Megathane, Borivali (East),

Mumbai 400 066, Maharashtra, India

(Smart Horizon Capital Advisors Private Limited is referred to as the **"Book Running Lead Manager"** or **"BRLM"**)

Dear Sir, Madam,

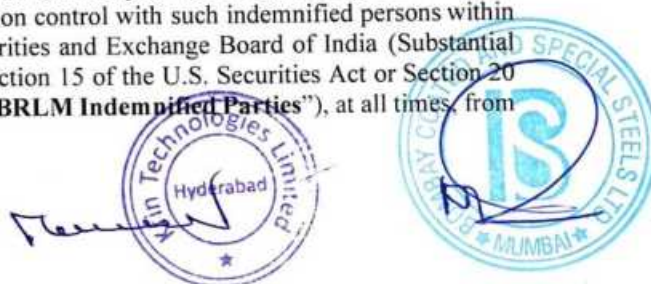
Re: Letter of indemnity ("Letter of Indemnity") to the BRLM by KFIN Technologies Limited (the "Registrar") pursuant to the registrar agreement entered into between Bombay Coated and Special Steels Limited (the "Company") and the Registrar dated January 28, 2026 (the "Registrar Agreement")

1. The Company proposes to undertake an initial public offering Equity shares of face value of ₹10 each of the Company aggregating up to ₹2,000 million (the **"Equity Shares"**, and such offering, the **"Issue"**), in accordance with the Companies Act, 2013, along with the relevant rules notified thereunder, each as amended (**"Companies Act"**), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the **"SEBI ICDR Regulations"**), each as amended, and other applicable laws, at such price as may be determined through the book building process, as prescribed in Schedule XIII of the SEBI ICDR Regulations and agreed to by the Company, in consultation with the BRLM to the Issue (the **"Issue Price"**). The Issue shall be undertaken in accordance with the requirements of the Companies Act, 2013 along with the relevant rules framed thereunder (the **"Companies Act"**), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (**"SEBI ICDR Regulations"**) and other Applicable Laws (as defined hereinafter), through the book building process (the **"Book Building"**), as prescribed in Schedule XIII of the SEBI ICDR Regulations and other Applicable Laws including the UPI Circulars (as defined hereinafter) in terms of which the Issue is being made, by the Company in consultation with the Book Running Lead Manager to the Issue i.e. Smart Horizon Capital Advisors Private Limited (**"Book Running Lead Manager"** or **"BRLM"**). The Issue will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations and who are non-U.S. Persons (as defined below) in "offshore transactions" as defined in and made in reliance on Regulation S ("Regulation S") under the U.S. Securities Act of 1933, as amended (the **"U.S. Securities Act"**); (ii) outside the United States, to non-U.S. Persons who are institutional investors in "offshore transactions" as defined in and made in reliance on Regulation S, and in each case, in compliance with the applicable laws of the jurisdictions where the Issue and sales occur.
2. The Registrar is an entity registered with the Securities and Exchange Board of India (**"SEBI"**) under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the **"RTA Regulations"**) having a valid and subsisting registration number INR000000221.
3. The Registrar has been appointed as the Registrar to the Issue by the Company after consultation with the BRLM, in accordance with the SEBI ICDR Regulations and the RTA Regulations. The board of directors of the Company by its resolution dated February 24, 2025 has approved the appointment of KFIN Technologies Limited as the Registrar to the Issue (as per the terms and conditions detailed in the Registrar Agreement the activities pertaining to the Registrar are hereinafter collectively referred to as the **"Assignment"**) and include all duties, obligations and responsibilities required to be discharged by a registrar to the Issue in the manner as required under the applicable rules and regulations including the RTA Regulations, the SEBI master circular bearing reference no. SEBI/HO/MIRSD/POD- 1/P/CIR/2024/37 dated May 7, 2024 (**"SEBI RTA Master Circular"**) and applicable provisions of the Securities and Exchange Board of India Act, 1992, as amended (the **"SEBI Act"**), and the Registrar has accepted the Assignment.
4. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations, the RTA



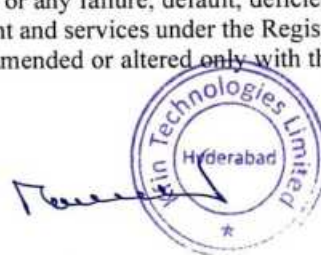
Regulations, all the relevant circulars, guidelines and regulations issued by the SEBI (including in relation to ASBA and UPI) and other applicable laws in so far as the same are applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its duties, obligations and responsibilities and the consequences of any default on its part. The Registrar further confirms that it is fully aware the time prescribed within which the allotment and listing of Equity Shares should be completed and is fully aware of its duties, obligations and responsibilities and the consequences of any default, failure, deficiency or error on its part.

5. The Registrar acknowledges that the BRLM may be exposed to liabilities or losses if the Registrar fails to perform the Assignment and/ or fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement or this Letter of Indemnity and any other legal requirement applicable in relation to the Issue or there is an error by the Registrar in performing its obligations.
6. The Registrar undertakes to the BRLM that it shall act with due diligence, care and skill, and in accordance with applicable laws, and within the timelines prescribed under the applicable laws while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the BRLM to:
 - a. Fully co-operate and comply with any instruction the BRLM may provide in respect of the Issue including any instructions in relation to ensure compliance with applicable laws including and not limited to the provisions of the (i) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022; (ii) SEBI master circular no. SEBI/HO/MIRSD/DOP1POD-1/CIR/P/2018/73 2023/70 dated May 17, 2023 (the, "**SEBI RTA Master Circular**"); (iii) SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011; (iv) the SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012; (v) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013; (vi) the SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016; (vii) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018; (viii) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022; (ix) SEBI Master Circular, and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 along with the circulars issued by the BSE Notice No. 20220624-18 dated June 24, 2022, BSE Notice No. 20220713-40 dated July 13, 2022, BSE Notice No. 20220803-40 dated August 3, 2022, NSE Circular No. 19/2022 dated June 24, 2022, NSE Circular No.21/ 2022 dated July 13, 2022, NSE Circular No. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022 (x) SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 ("**ASBA Circular**") and any other circulars, as may be issued in connection with the ASBA Circular; and (xi) the SEBI ICDR Regulations along with all/any amendments, changes, subsequent circulars issued by the SEBI from time to time in this regard and any other applicable laws; and
 - b. comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
7. The Registrar acknowledges and unconditionally and irrevocably agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity to be issued in favour of the BRLM and the obligations, representations, warranties and responsibilities of the Registrar mentioned under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
8. Further, pursuant to the provisions of the Registrar Agreement, the Registrar has unconditionally and irrevocably undertaken to execute and deliver this letter of indemnity to each of the BRLM to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the Book Running Lead Manager.
9. Accordingly, pursuant to the provisions of the Registrar Agreement, the Registrar hereby unconditionally and irrevocably undertakes that the Registrar and/or any of its affiliates, officers, employees, agents, partners, representatives, directors, management, advisors or other persons acting on its behalf ("**Indemnifying Parties**") shall, at their own cost and expense, indemnify and hold harmless each of the BRLM, their respective affiliates, and each of their respective partners, promoters, directors, management, representatives, officers, agents, employees, associates, advisors, successors, intermediaries and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 (collectively, the "**BRLM Indemnified Parties**"), at all times, from

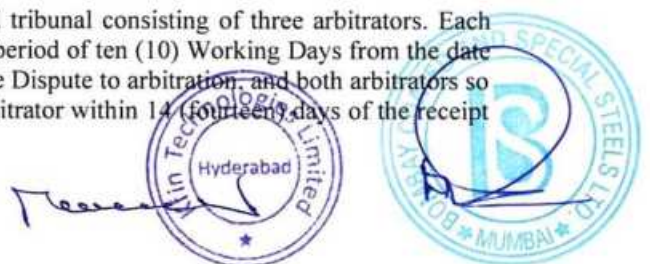


and against any and all suits, proceedings, claims, actions, losses, damages, penalties (including any fine imposed by SEBI and/or Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law), liabilities, cost, interest costs, charges, awards, judgements, expenses, without limitation, interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs, and all other demands and all other liabilities) of whatever nature made, suffered, or incurred including:

- a. in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction, which may be made or commenced against any BRLM Indemnified Parties by any Bidder (including ASBA Bidders), any holder of the Equity Shares or any third party arising out of or as a consequence of a breach or alleged breach of the duties, declaration, representation, warranty, undertaking or confirmation of the Registrar under the Registrar Agreement and this Letter of Indemnity;
 - b. by any act or omission of, or any delay, failure, deficiency, error, negligence, wilful default, bad faith, fraud or misconduct on the part of the Indemnifying Parties or otherwise arising out of or relating to activities performed by the Indemnifying Parties in performing or fulfilling any of the Assignment and other functions, duties, obligations, responsibilities and services contemplated under the Registrar Agreement, this Letter of Indemnity or otherwise under applicable law; and
 - c. in connection with or arising out of any breach or alleged breach of any terms, conditions, representation, warranty or undertaking set out in the Registrar Agreement or this Letter of Indemnity or, violation or alleged violation or non-compliance of any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority.
10. The Registrar shall be directly responsible to and shall fully indemnify, hold harmless and keep each of the BRLM Indemnified Parties indemnified and hold harmless for any liability arising out of any information provided by Indemnifying Parties to any one or more of the BRLM being untrue, incomplete or incorrect in any respect, including without limitation, against any fine imposed by SEBI and/or Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law.
11. The Registrar shall further indemnify, hold harmless and refund all costs incurred by each of the BRLM's Indemnified Parties in connection with or arising out of addressing investor complaints which otherwise would have been addressed by the Indemnifying Parties in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity or under applicable law including any interest, penalty, compensation or other amounts payable or paid by the BRLM on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the applicable laws, including 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 (to the extent these circulars are not rescinded by the SEBI RTA Master Circular) and the SEBI RTA Master Circular, or in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the BRLM's Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the stock exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law, in each case as such expenses are incurred or paid.
12. 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 Parties may have under common law, equity or otherwise which may be made or commenced against or incurred by any of the BRLM's Indemnified Parties 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. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLM.



13. The Registrar acknowledges and agrees that the BRLM shall have all the rights specified under the provisions of Registrar Agreement and this Letter of Indemnity but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
14. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable, but, in the event of a conflict or inconsistency between this Letter of Indemnity and the Registrar Agreement, the provisions of this Letter of Indemnity shall prevail.
15. The Registrar hereby agrees that failure of any of the BRLM's Indemnified Parties to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM's Indemnified Parties of any of its rights established herein.
16. 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. Without prejudice to the validity of such execution, each Party shall provide the original of such page as soon as reasonably practicable thereafter. This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the parties delivers a PDF format copy of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.
17. Notwithstanding anything contained in the Registrar Agreement, in the event of any dispute, controversy or claim arising out of or in connection with this Letter of Indemnity between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, termination, enforceability or expiration, alleged breach or breach of terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this agreement or termination, or the legal relationships established by this Letter of Indemnity (the "**Dispute**"), the parties to the dispute (the "**Disputing Parties**") shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within 15 (fifteen) business days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved through institutional arbitration in India, to be conducted at Mumbai Centre for International Arbitration, in accordance with Clause 3(b) of the SEBI circular no. SEBI/HO/OIAE/OIAE_IAD- 1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and SEBI master circular bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 dated December 28, 2023 ("**SEBI ODR Circular**") which the Parties have elected to follow for the purposes of this Letter of Indemnity provided that the seat and venue of such institutional arbitration shall be Mumbai, India.
18. Provided that in the event any Dispute involving any party is mandatorily required to be resolved solely by independent institutional conciliation and/or independent institutional arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective party in Clause 16.
19. Subject to Clause 16 and 17 above, the arbitration shall be conducted as follows:
- the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules ("**MCIA Rules**"). The MCIA Rules are incorporated by reference into this Clause 18 and capitalized terms used in this Clause 18 which are not otherwise defined in this Letter of Indemnity shall have the meaning given to them in the MCIA Rules;
 - all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Clause 16 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 (fourteen) days of the receipt



- of the second arbitrator's confirmation of his/her appointment, or – failing such joint nomination within this period – shall be appointed by the Chairman of the Council of Arbitration of the MCIA. In the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
- d. the arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, as prescribed under the Arbitration and Conciliation Act, 1996. The Disputing Parties shall use their best efforts to assist the arbitrators to achieve this objective;
 - e. the arbitration award shall state the reasons in writing on which it was based;
 - f. the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - g. the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - h. the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel); and
 - i. nothing contained in Clauses 16, 17 and 18 shall be construed as preventing any Party from seeking conservatory or similar interim and/or appellate relief. Subject to the foregoing provisions, the courts in Mumbai shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996, as amended, and each Party irrevocably waives any objection which it may have to the commencing of such proceedings in any such court or that such proceedings have been brought in an inconvenient forum.
20. All capitalised terms not specifically defined herein shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus (the “**DRHP**”) to be filed by the Company with SEBI and the Red Herring Prospectus (the “**RHP**”) and Prospectus (the “**Prospectus**”) to be filed by the Company with the Registrar of Companies, Maharashtra at Mumbai (“**RoC**”) and BSE Limited and the National Stock Exchange of India Limited, as may be applicable.
21. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and (a) delivered personally, or (b) sent by email, fax or telex, or (c) sent by registered or speed post, at the addresses as specified below or sent to such other addresses as each party specified below may notify in writing to the other. All notices and other communications required or permitted under this Letter of Indemnity or the Registrar Agreement, if delivered personally or by overnight courier, shall be deemed given upon delivery; if delivered by telex, email, be deemed given on transmission thereof provided however that any notice, etc., given by telex, shall be confirmed in writing; and if sent by registered or speed post, on expiration of three working days after the notice etc.



In case to the BRLM

Smart Horizon Capital Advisors Private Limited
(formerly known as Shreni Capital Advisors Private Limited),
B/908, Wester Edge II, Kanakia Space,
Behind Metro mall, Off Western Express Highway, Megathane, Borivali (East),
Mumbai 400 066, Maharashtra, India
Email: bombaycoated.ipo@shcapl.com
Attention: Parth Shah

In case to the Registrar

KFIN Technologies Limited
Selenium Tower – B, Plot 31 & 32,
Gachibowli, Financial District,
Nanakramguda, Serilingampally,
Hyderabad – 500 032,
Telangana, India.
Tel: +91 40 6716 2222
Email: einward.ris@kfintech.com
Attention: M Murali Krishna - Sr. Vice President



This signature page forms an integral part of the letter of indemnity executed by KFIN Technologies Limited in favour of the BRLM pursuant to the Registrar Agreement, in relation to the initial public offering of Bombay Coated and Special Steels Limited.

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




Authorised Signatory

Name: Murali Krishna

Designation: Sr. Vice President






forms an integral part of the letter of indemnity executed by KFIN Technologies Limited in favour of the BRLM pursuant to the Registrar Agreement, in relation to the initial public offering of Bombay Coated and Special Steels Limited.

For and on behalf of **Smart Horizon Capital Advisors Private Limited**

Authorised Signatory

Name: Parth Shah

Designation: Director

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