IN-GJ10898699924490X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	**IN-GJ10898699924490X**
Certificate Issued Date	:	22-Sep-2025 03:39 PM
Account Reference	:	IMPACC (CS)/ gj13353019/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1335301926671128301847X
Purchased by	:	ARMEE INFOTECH LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	RTA AGREEMENTS
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ARMEE INFOTECH LIMITED
Second Party	:	CAMEO CORPORATE SERVICES LIMITED
Stamp Duty Paid By	:	ARMEE INFOTECH LIMITED
Stamp Duty Amount(Rs.)	:	900 (Nine Hundred only)

SURYANSHI JAIN ACC AHMEDABAD GJ13353019

CAMEO CORPORATE SERVICES LTD

IN-GJ10898699924490X

GG 0022758462

IN-GJ10898397196087X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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Certificate No.	:	**IN-GJ10898397196087X**
Certificate Issued Date	:	22-Sep-2025 03:39 PM
Account Reference	:	IMPACC (CS)/ gj13353019/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1335301926672119052473X
Purchased by	:	ARMEE INFOTECH LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	RTA AGREEMENTS
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ARMEE INFOTECH LIMITED
Second Party	:	CAMEO CORPORATE SERVICES LIMITED
Stamp Duty Paid By	:	ARMEE INFOTECH LIMITED
Stamp Duty Amount(Rs.)	:	900 (Nine Hundred only)

SURYANSHI JAIN ACC AHMEDABAD GJ13353019

CAMEO CORPORATE SERVICES LTD CHENNAI

IN-GJ10898397196087X

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Statutory Alert:

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

This Agreement ("**Agreement**") is entered into on September 26, 2025 at Chennai between:

ARMEE INFOTECH LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office situated at 17, Goyal Intercity, B/h Drive in Cinema, Thaltej Road, Ahmedabad, Gujarat – 380058, India (hereinafter referred to as the "**Company**"); and

CAMEO CORPORATE SERVICES LIMITED, a company within the meaning of the Companies Act, 1956, as amended and having its registered office at "Subramanian Building" No. 01, Club House Road, Chennai – 600002, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Issue**").

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

WHEREAS:

A. The Company propose to undertake an initial public offering of equity shares of face value ₹ 10 each of the Company ("**Equity Shares**") up to an aggregate of ₹ 30,000 lakhs comprising a fresh issue of up to [•] Equity Shares aggregating up to ₹ 30,000 lakhs by the Company (**"Issue"**), through the book building method ("**Book Building**"), as prescribed in the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), at such price as may be determined or discovered through the book building process (the "**Book Building**") as prescribed in Schedule XIII of the SEBI ICDR Regulations and as agreed to by the Company and, in consultation with the book running lead managers to the Issue, namely Khandwala Securities Limited and Saffron Capital Advisors Private Limited (collectively, the "**Book Running Lead Managers**" or "**BRLMs**"), (the "**Issue Price**") in accordance with the Companies Act, 2013, the SEBI ICDR Regulations and other Applicable Laws (as defined below). The Issue includes an issue (i) within India, to Indian institutional, non-institutional and retail investors in compliance with the SEBI ICDR Regulations; and (ii) outside the United States, to institutional investors in "offshore transactions" as defined in and under Regulation S under the U.S. Securities Act ("**Regulation S**") and in each case, in compliance with the applicable laws of the jurisdictions where issues and sales are made. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the Book Running Lead Managers, on discretionary basis, in accordance with SEBI ICDR Regulations.

B. The Company is in the process of filing a draft red herring prospectus with the Securities and Exchange Board of India ("**SEBI**"), BSE Limited and National Stock Exchange of India Limited (together, the "**Stock Exchanges**") and will subsequently file the Red Herring Prospectus and the Prospectus with the RoC and file a copy of such Red Herring Prospectus and Prospectus with SEBI and the Stock Exchanges in relation to the Issue.

C. The board of directors of the Company ("**Board of Directors**") pursuant to a resolution dated May 3, 2024 have authorised and approved the Issue. Further, the shareholders of the Company, pursuant to a resolution dated May 9, 2024, have approved and authorised the Issue.

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D. The Company has appointed the Book Running Lead Managers to manage the Issue on such terms and conditions as agreed with them.

E. The Company has approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and include all responsibilities required to be discharged by a registrar to the Issue and in the manner as required under the various rules and regulations as applicable passed by the SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 ("**SEBI Act**") and as required under various circulars and directions issued by SEBI from time to time and the Registrar has accepted the Assignment. The Board has by its resolution dated May 3, 2024, approved the appointment of Cameo Corporate Services Limited as the Registrar to the Issue.

F. The Registrar is an entity registered with the Securities and Exchange Board of India under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended ("**SEBI RTA Regulations**") and its registration is currently valid and subsisting with the registration no. INR000003753 and valid from April 12, 1999.

G. In terms of Regulation 9A (1)(b) of the SEBI RTA Regulations and Para 3.5 of the SEBI master circular bearing reference no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 07, 2024 (**"SEBI Mater 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 between the Parties, pursuant to which the Parties are entering into this Agreement.

H. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all Bidders (except Anchor Investors). 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 Master Circular read with SEBI circular no. SEBI/HO/CFD/DIL2/P/2022/45 dated April 05, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022, SEBI master circular no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 and SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, along with the circular issued by the National Stock Exchange of India Limited having reference no. 25/2022 dated August 3, 2022 and the circular issued by BSE Limited having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI or the Stock Exchanges in this regard (collectively, the "**UPI Circulars**"), and any other Applicable Laws (as defined below). The UPI process has come into force from January 1, 2019, in a phased manner and the Parties

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agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

I. 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' have undertaken necessary systematic and procedural arrangements by September 01, 2022, for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after receipt of application money is blocked in the investors bank account. The Registrar and SCSBs' will comply with any additional circulars or other Applicable Laws, and the instructions of the Book Running Lead Managers', as may be issued in connection with the ASBA Circular.

J. Further, the Company shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to follow, co-operate and comply with the instructions given by the Book Running Lead Managers.

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, including any amendments, addendums or corrigenda issued thereto in relation to the Issue (collectively, the "**Issue Documents**"), to be filed with SEBI, the RoC and Stock Exchanges, as may be applicable and the Issue Agreement to be executed among the Company, and the Book Running Lead Managers in relation to the Issue.

L. In this Agreement, unless the context otherwise requires:

a. words denoting the singular number shall include the plural and vice versa;

b. words denoting a person shall include an individual, corporation, company, partnership, trust, or other entity having legal capacity;

c. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

d. references to the words "include" and "including" shall be construed without limitation;

e. 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;

f. 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;

g. any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;

h. 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 RIIs using UPI, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by RIIs;

i. 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;

j. in this Agreement, the term "UPI Bidder" shall mean collectively, individual investors applying as RIBs in the Retail Portion, and individuals applying as Non-Institutional

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Bidders with a Bid Amount of more than ₹ 2,00,000 up to ₹ 5,00,000 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 ₹ 5,00,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity);

k. 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 ₹ 2,00,000 and up to ₹ 10,00,000 and two-thirds shall be available for allocation to Bidders with an application size of more than ₹ 10,00,000, 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;

l. in this Agreement, the term "Retail Portion" shall mean the portion of the Issue being not less than 10% of the Issue, available for allocation to RIIs as per the SEBI ICDR Regulations, subject to valid Bids being received at or above the Issue Price;

m. references to an article, section, recital, preamble, clause, paragraph or schedule or annexure is, unless indicated to the contrary, a reference to a section, article, clause, recital or preamble, paragraph or schedule or annexure of this Agreement;

n. references to the Issue Documents shall mean the Issue Documents as of their respective dates;

o. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;

p. unless otherwise defined the reference to the word 'days' shall mean calendar days;

q. the Parties acknowledge and agree that the schedules and annexures attached hereto form an integral part of this Agreement; and

r. references to the word "**Working Day**" shall be construed to mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the Bid/Issue Period, "Working Day" shall mean all days, excluding all Saturdays, Sundays and public holidays on which commercial banks in Mumbai, India are open for business and the time period between the Bid/Issue Opening Date and listing of the Equity Shares on the Stock Exchanges, "Working Days" shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India in accordance with the SEBI Master Circular.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company hereby appoint Cameo Corporate Services 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 hereunder shall be several and not joint, and (ii) no Party shall be responsible or liable directly or indirectly for any acts or omissions for any default by any other Party.

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2. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein (including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required as per Applicable Laws (including but not limited to the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the SEBI ICDR Regulations and the Companies Act, 2013, including the rules thereunder, as amended) along with SEBI circular bearing reference no. SEBI/HO/ISD/ISD-SEC-4/P/CIR/2022/107 dated August 05, 2022 ("**Applicable Laws**") in respect of the Issue. The Registrar undertakes that it shall be the Registrar's sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with Applicable Laws, and such functions, duties, obligations and services as required under the terms of this Agreement.

3. The Registrar represents, warrants, declares and undertakes the following:

   a. It is duly incorporated and validly exists under Applicable Laws. It has obtained a certificate of permanent registration from SEBI, bearing registration number INR000003753 which is valid permanently from April 12, 1999, unless suspended or cancelled by SEBI. It shall also ensure that the certificate of registration remain in force at all times until the completion of the Assignment including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar will keep the Company and the Book Running Lead Managers informed on an immediate basis if its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and the activities mentioned in this Agreement by any governmental, regulatory, statutory, judicial, quasi-judicial and/or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.

   b. It shall keep and maintain the books of account, records and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of eight preceding financial years for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Issue, or any such later period as may be prescribed under Applicable Laws. Further, any and all records/ documents referred to and forming part of the annexure VI, under paragraph 12 of the SEBI Master Circular, shall be preserved and maintained by the Registrar for a period of not less than eight years after completion of the Issue on behalf of the Company or such other period as may be prescribed under Applicable Laws.

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

   d. It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other governmental, statutory, regulatory, judicial, quasi-judicial, administrative or supervisory authority or court/tribunal and that it is not prohibited, debarred or suspended by any such authority from carrying on its activities as a Registrar to the Issue, including the activities in relation to this Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company and the Book Running Lead Managers of the same on an immediate basis in writing and accordingly cooperate at no additional cost to establish alternate arrangements as may be required by the Company in relation to the Issue, including such arrangements necessary for transfer of the Issue related data and files to such replacement registrar, and for carrying out the Assignment and to complete the Issue as per the mandated regulatory timelines, as specified by the Book Running Lead Managers in consultation with the Company. In the event (i) the Company, its affiliates, partners, representatives, advisors, its successors and its directors, officers, employees and agents and their respective affiliates (collectively, along with the Company, the "**Company Indemnified Parties**") and/or (ii) the Book Running Lead Managers and/or

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any of the Book Running Lead Managers' 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 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, 1933 or Section 20 of the U.S. Securities Exchange Act, 1934 (individually, a "**BRLM Indemnified Party**" and collectively, the "**BRLMs' Indemnified Parties**"), 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 BRLMs' 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.

e. 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 SEBI RTA Regulations and all other applicable rules, regulations, guidelines, circulars, notifications and directions issued by SEBI, from time to time, including the SEBI ICDR Regulations and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**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 Book Running Lead Managers, other intermediaries and the Bidders. The Registrar shall not take up any activities which are likely to be in conflict with its own interests, the interests of the Company, interests of the Company's Shareholders, Book Running Lead Managers, the BRLMs' Indemnified Parties and any other person in relation to the Issue, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or any other Applicable Laws.

f. It shall make adequate disclosure in writing to the Company and the Book Running Lead Managers of any existing and/or potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment.

g. It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per Applicable Laws, including the SEBI ICDR Regulations, UPI Circulars, the Listing Regulations and rules, regulations and bye-laws of the Stock Exchanges and the guidelines, regulations, notifications and circulars issued by SEBI and the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time including the Listing Regulations. It shall also 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 or delays in the services to be performed by the Registrar. It shall immediately notify the Company and the Book Running Lead Managers of any anticipated or actual delay or error committed in completion of any of the formalities with respect to the performance of the Assignment and other services indicated herein, which could not be avoided and/or any corrective action taken thereto and shall indemnify the Company and each of the BRLMs' Indemnified Parties, severally and not jointly (and not jointly and severally) for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar while completing any formalities.

h. It shall cooperate and comply with any instructions that the Company or the Book Running Lead Managers may provide in respect of the Issue.

i. 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

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the RTA Regulations and SEBI Master Circular to honor its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post Issue correspondence.

j. It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.

k. It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the requirements under paragraphs 11 and 24 of the SEBI Master Circular and has implemented all systems and policies required in the SEBI Master Circular.

l. It has connectivity with the depositories, namely the National Securities Depository Limited ("**NSDL**") and Central Depository Services (India) Limited ("**CDSL**") (**NSDL** and **CSDL** are hereinafter collectively referred to as the "**Depositories**").

m. It undertakes that the demographic details given by the Bidders in the Bid cum Application Forms will not be used by it for purposes other than in relation to the Issue.

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

o. There are no show cause notices received by it or any pending investigations against it, in each case the outcome of which may affect the Registrar's ability to perform the Assignment and/or its duties or obligations under this Agreement.

p. This Agreement has been duly authorised, executed and delivered by it, and constitutes 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 performance of the Assignment by the Registrar does not violate or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to or any agreement, deed or undertaking entered into by the Registrar.

q. In the event the Registrar is unable to continue to act as a Registrar to the Issue, at any point of time, due to any order, direction or injunction of any statutory, judicial or regulatory authority or otherwise, it shall immediately inform the Company and the Book Running Lead Managers and take steps, in consultation with and as per the direction of the Company and the Book Running Lead Managers, for a smooth transition of data relating to the Issue and the 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 Book Running Lead Managers. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.

r. It shall keep the Company and the Book Running Lead Managers fully informed about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, statutory, governmental, administrative, quasi-judicial or judicial authority from time to time.

s. It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, circulars, instructions, etc., issued by SEBI or the Central Government and for redressal of investor grievances.

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t. The Registrar shall hand-over to the Company all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Issue, within twenty four (24) hours from the date of termination of this Agreement or within twenty four (24) hours from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the Book Running Lead Managers within one month of closure of the Issue.

u. The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Issue related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and Book Running Lead Managers are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar or its ability to perform, in full, its obligations under the Assignment. 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 any pandemic and in particular in respect of COVID-19.

4. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, 2013, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, to enable it to undertake the Issue. The Company further agrees that it shall coordinate with the Registrar and it shall not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory/governmental, administrative/quasi-judicial/judicial authority. In case the Company or the Registrar give any instructions, which are not in conformity with Applicable Laws, the Registrar shall immediately notify the Company and the Book Running Lead Managers in writing about such instructions pursuant to which the Company or the Book Running Lead Managers, as applicable, will be free to withdraw/modify or clarify such instructions.

5. This Agreement is being entered into between the Company and the Registrar for engaging Cameo Corporate Services Limited as the Registrar to the Issue and does not in any way bind the Company to appoint Cameo Corporate Services Limited as the registrar and share transfer agent of the Company. The Company in consultation with the Book Running Lead Managers have the absolute right to appoint any other agency as the registrar and share transfer agent of the Company. In the event of appointment of any other agency as the Company's registrar and share transfer agent other than Cameo Corporate Services Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/Shareholders available to the Registrar by virtue of being the Registrar to the Issue in a format compatible to the registrar and share transfer agent appointed by the Company in consultation with the Book Running Lead Managers without any additional charges.

6. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in Schedule II hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon 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 Share Escrow Agreement, the Underwriting Agreement, Escrow and Sponsor Bank Agreement, Syndicate Agreement, any other agreement to which it is a party to, in relation to the Issue, and the Issue Documents to be issued by the Company in relation to the Issue, in so far as it is not contrary to the SEBI ICDR Regulations. The Registrar hereby consents to the inclusion of its name as the Registrar to the Issue, its logo and its other requisite details (including address, contact and SEBI registration details) required under Applicable Laws, in the Issue Documents and in all such other documents as are required for the Issue and agrees to provide a consent letter in a form and manner satisfactory to the Company and the Book Running Lead Managers.

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

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a. Enter into an escrow and sponsor bank agreement with the Company, the Book Running Lead Managers, the syndicate members and the Banker(s) to the Issue (including the Sponsor Bank) ("**Escrow and Sponsor Bank Agreement**") in terms of which escrow accounts will be opened ("**Escrow Accounts**") wherein the Registrar shall comply and may issue requisite instructions to the Banker(s) to the Issue in terms of the Escrow and Sponsor Bank Agreement.

b. Enter into a syndicate agreement with the Company and members of the Syndicate ("**Syndicate Agreement**") and an underwriting agreement with the Company and the members of the Syndicate ("**Underwriting Agreement**") in relation to fulfilment of underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement.

c. Enter into any other agreement with the Company, the Book Running Lead Managers, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement.

d. Liaise with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**") of the Equity Shares, and to be a party to the tripartite agreements executed with the Company and the Depositories.

e. Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company, to Equity Shares prior to or post the filing of the Draft Red Herring Prospectus, as may be required under Applicable Laws.

f. The Registrar shall, in the event of any change in its status / 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, and shall duly inform the Company and the Book Running Lead Managers immediately of such change in status or constitution.

g. Provide detailed instructions to the Banker(s) to the Issue (including the Sponsor Bank), SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, Registrars and Transfer Agents registered with SEBI ("**RTAs**") and Registered Brokers (collectively, the "**Designated Intermediaries**") who are authorised to collect ASBA Forms from the Bidders in relation to the Issue including the format and timeline of receipt of information.

h. Finalise with the Company and the Book Running Lead Managers on the amount of processing fees and commission payable to SCSBs and the Sponsor Bank and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs and other Designated Intermediaries, as applicable and the basis of such commission.

i. Provide / specify the format and timeline to the Designated Intermediaries, as applicable, in which information in relation to ASBA or the UPI Mechanism is required.

j. Accept and collect complete ASBA Forms.

k. Liaise with the Designated Intermediaries and the Sponsor Bank to carry out the required steps for the purposes of the Issue.

l. Ensure that with respect to the UPI Bidders bidding through the UPI Mechanism, the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs.

m. Intimate the Designated Intermediaries and the Sponsor Bank before opening of the Issue, 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

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of the Syndicate, Registered Brokers, RTAs and CDPs, 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.

n. Receive and provide inputs to the Company for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("**CAN**") for Anchor Investors, Allotment Advice and any other pre and post Issue related stationery and ensuring that the Floor Price or the Price Band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.

o. Provide inputs for finalising the Banker(s) to the Issue for (i) collection of application money from 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, finalized.

p. Ensure 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: https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40, or such other link as updated from time to time.

q. Follow-up with the Sponsor Bank (through the Designated Stock Exchange) and others, Banker(s) to the Issue and the SCSBs for certificate on 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 reconcile any data mismatches with the Sponsor Bank, Banker(s) to the Issue and the SCSBs and advise the members of the Syndicate through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data.

r. The Registrar shall be solely responsible for procuring and collecting the final certificates from the Sponsor Bank and all the SCSBs participating in the Issue, within such time as prescribed under Applicable Laws.

s. It shall receive pending applications for unblock submitted with it, not later than 5:00 p.m., on the next Working Day following the Basis of Allotment in accordance with the SEBI Master Circular, as amended.

t. Submitting the bank-wise pending UPI applications for unblocking SCSBs along with the allotment file, not later than 6:30 p.m. on next Working Day following the finalisation of the Basis of Allotment in accordance with the SEBI Master Circular. 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 from SCSBs on the same day.

u. Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the post Issue Book Running Lead Managers, and ensuring the effective redressal of such grievances.

v. Ensuring that, with respect to RIIs using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs.

w. While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates, duly signed on 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 BRLMs of the mismatches, if any, that may warrant a correction of the Bid data.

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x. Provide the allotment/revoke files to the Sponsor Bank by 8:00 p.m. on the day when the basis of allotment has to be finalised or within such time as may be required by SEBI in accordance with the SEBI Master Circular.

y. Ensure that SCSBs applying through the ASBA process, if any, 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.

z. Communicate all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt, to the post Issue Book Running Lead Managers, and ensuring the effective redressal of such grievances.

aa. Obtain from the Depositories the demographic details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing to check whether the Bidder falls under the Sikkim category or any other exempt category.

bb. Review the sections related to Issue procedure in the Issue Documents and confirm their accuracy.

cc. 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.

dd. Keep a proper record of Bid cum Application Forms and monies received from Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Accounts opened for the purposes of the Issue as may be agreed between the Company, the Book Running Lead Managers and the Registrar, on a daily basis, at the end of the Bidding to the Company and the Book Running Lead Managers.

ee. Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company and the Book Running Lead Managers and in accordance with Applicable Laws:

   i. the Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Banker(s) to the Issue and the Designated Intermediaries, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Managers and the data/information with respect to Bid Amount of Anchor Investors, application form and relevant consignment details from the Escrow Collection Bank and SCSBs and other Designated Intermediaries 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 physical Bid cum Application Forms (pertaining to non-ASBA Bids) from the Registered Brokers following the expiry of six months from the Bid/ Issue Closing Date;

   iii. the electronic Bid file / data (including the ASBA 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;

   iv. coordinate and obtain certificate of blocked funds, in respect of Bids made by UPI Bidders through the UPI Mechanism, from the Sponsor Bank after the closure of the Bid/Issue Closing Date;

   v. aggregate data in relation to the total number of Bids made through the ASBA mechanism uploaded by the Designated Intermediaries and the Sponsor Bank and the total number of Equity Shares and the total amount blocked against the uploaded Bids made through the ASBA mechanism from each Designated Intermediary or Sponsor Bank or Stock Exchanges;

vi. soft and hard copies, as applicable, of the ASBA Forms, bank schedules, reconciled data and final certificates from all centers of the Designated Intermediaries, SCSBs and the Sponsor Bank, and with respect to Anchor Investors, the Anchor Investor Application Forms from the Book Running Lead Managers and the date/ information with respect to the Bid Amount of Anchor Investors from the Banker(s) to the Issue. 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 Book Running Lead Managers; and

vii. PAN, DP ID, UPI ID, Client ID and other demographic details of valid beneficiary accounts from the Depositories.

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

ff. Ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.

gg. Coordinate with the concerned Depositories and ensure that the number of Equity Shares Allotted to each category of Bidders is correct in all respects. including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018.

hh. Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company and the Book Running Lead Managers.

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

jj. On closure of the Issue, collect the Bid file from the Stock Exchanges and the Book Running Lead Managers and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file to the concerned Designated Intermediary and the Book Running Lead Managers of the erroneous bids which will be considered as invalid. Deliver the Bid file received from the Stock Exchanges containing the application number, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end.

kk. Process all Bids along with bank schedules received from the Designated Intermediaries and the Sponsor Bank in respect of the Issue and the electronic Bid file received from the Stock Exchanges in respect of the Issue.

ll. At the time of finalisation of basis of allotment, the Registrar shall rely on and only use the permanent account number issued by Income Tax Department of India for checking compliance for a single FPI.

mm. Subject to applicable laws, submit details of cancelled/withdrawn/deleted Bids to SCSB's on a daily basis within 60 minutes of bid closure time from the Bid/Issue opening date till Bid/Issue closing date by obtaining the same from Stock Exchanges, in accordance with paragraphs 44 and 49 of the SEBI Master Circular. Subject to applicable laws, the

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Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI Master Circular. The Registrar shall further (i) prepare a list of SCSBs who do not provide a confirmation as per the SEBI Master Circular, (ii) prepare and assist the Book Running Lead Managers in computing compensations payable in accordance with SEBI Master Circular; and (iii) follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in such circular.

nn. Collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI Master Circular read with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and in format prescribed thereunder. The Registrar shall also provide the consolidated compliance of all SCSBs to the Book Running Lead Managers for onward submission to SEBI as and when sought.

oo. Inform the Designated Intermediaries and the Book Running Lead Managers of any errors in the Bid details, along with advice to send the rectified data within a specified date.

pp. 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.

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

rr. The Registrar acknowledges and shall comply with the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended 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.

ss. At the time of finalisation of the Basis of Allotment during the Issue, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for SEBI Master Circular 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.

tt. Validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank(s) with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018 read with the UPI Circulars and SEBI Master Circular, and any other applicable laws, 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 Relevant SEBI Circulars.

uu. Ensure compliance with the UPI Circulars as a payment mechanism for making applications in public issues, including but not limited to, coordinating with the Sponsor Bank and undertaking all necessary activities in this regard.

vv. Take necessary steps for effective lock-in in accordance with the SEBI ICDR Regulations.

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ww. Delivery of the Bid file received from the Stock Exchanges containing the Bid cum Application Form numbers, number of Equity Shares, the Bid Amount and any other additional fields as may be required to all the SCSBs and Sponsor Bank who may use the information for validation/reconciliation.

xx. Receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs.

yy. Obtain the demographic details of the Bidders (including PAN and MICR code) from the Depositories, check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing, to check whether the Bidder falls under the Sikkim category or any other exempt category.

zz. Reconcile the compiled data received from the Stock Exchanges, all SCSBs and the Sponsor Bank, and match the same with the Depositories database for correctness of DP ID, UPI ID, Client ID and PAN in terms of the SEBI ICDR Regulations.

aaa. Communicate to the Company and the Book Running Lead Managers at the earliest in the event of discrepancy between the electronic Bid file registered on the online IPO system of the Stock Exchanges and the bank schedules and the final certificate received from the Sponsor Bank and SCSBs. The Registrar shall discuss the results of such reconciliation with the Company, the Book Running Lead Managers, the SCSBs and the relevant Banker(s) to the Issue in a timely manner.

bbb. Reject the Bids in respect of which the DP ID, UPI ID, Client ID and PAN specified in the reconciled data does not match the details in the database of the Depositories and which have not been rectified within specified date.

ccc. Reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars.

ddd. Reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number), in accordance with Applicable Laws.

eee. Follow and complete all processes as specified in the Issue Documents.

fff. Prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Bidders and UPI Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Days from the Bid/Issue Closing Date. To also provide exceptions, if any, to enable the Company and the Book Running Lead Managers to take decision on the Bids.

ggg. Ensure that the SCSBs applying through ASBA shall apply in the Issue through a separate account opened with another SCSB, provided that failure of SCSBs to apply through another SCSB shall be rejected under technical grounds.

hhh. Prepare the complete list of valid Bids (after all rejections including rejections on technical ground) and present the same category-wise to the Company and the Book Running Lead Managers.

iii. Follow up with the SCSBs and the Banker(s) to the Issue (including the Sponsor Bank) for final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank and SCSBs.

jjj. Reconcile the data on a regular basis 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 and SCSBs.

kkk. Coordinate with the Escrow Collection Banks (in case of applications by Anchor

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Investors) and Designated Intermediaries (in case of applications by ASBA Bidders) for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be and ensuring the accuracy of such final certificates in accordance with the applicable law.

lll. Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection in accordance with the Issue Document and as per the directions and regulations of SEBI, the Stock Exchanges and other relevant government bodies and reject such Bid cum Application Forms in consultation with the Company and the Book Running Lead Managers. It is understood that technical rejection list will be prepared based on electronic Bid files received from the Stock Exchanges and the electronic bank schedules received from the SCSBs and the Sponsor Bank without reference to the physical Bid cum Application Forms or their respective enclosures.

mmm. Specifically record cases of multiple Bids and to 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.

nnn. Prepare and provide correct data in time, and in no event later than one Working Day from the Bid/ Issue Closing Date or such other period as may be prescribed by Applicable Laws, to enable finalisation of the basis of allocation and/or the Basis of Allotment along with the Company and the Book Running Lead Managers in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalising the list of persons entitled to Allotment of Equity Shares.

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

ppp. Send the CAN and revised CAN to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Issue and any other Pre and Post-Issue related stationery.

qqq. Coordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the Book Running Lead Managers within the timelines specified in and in the format mentioned in SEBI Master Circular read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 any subsequent circulars or notifications issued by SEBI in this regard each as amended.

rrr. Prepare a list of Bidders entitled to Allotment of the Equity Shares and preparing the CAN and Allotment Advice in consultation with the Company and the Book Running Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on the approved Basis of Allotment and to assist the Company in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Issue capital within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Issue capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For

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any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLMs' Indemnified Parties, the Company Indemnified Parties for the cost incurred on account of payment of such interest or damages in the manner set out in this Agreement and the Letter of Indemnity, as applicable.

sss. Keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Designated Intermediaries and the Book Running Lead Managers, including:

(i) bids from the online bidding system of the Stock Exchanges and Bids furnished by SCSBs, the Designated Intermediaries and the Book Running Lead Managers;

(ii) particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders;

(iii) particulars relating to the allocation and Allotment of Equity Shares against valid Bids;

(iv) particulars relating to the requisite money to be transferred to the Public Issue Account from each blocked 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.

ttt. Immediately inform the Company and the Book Running Lead Managers in case of any requests for withdrawals during the Bid/Issue Period and maintain details of Bids submitted by the Bidders which have been withdrawn during the Bid/Issue Period, to the extent applicable and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.

uuu. 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 Book Running Lead Managers and the Company. To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications as specified in the Issue Documents.

vvv. To complete and follow all processes indicated in the Issue Documents.

www. The Company and the Registrar, as applicable, shall undertake all actions, including corporate actions for credit of Equity Shares upon Allotment/ lock-in for pre-Issue capital within three Working Days from the Bid/ Issue Closing Date and give instructions to the Depositories to carry out the lock-in for the pre-Issue capital as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within three Working Days from the Bid/ Issue Closing Date or such other timeline that may be prescribed 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 each of the BRLMs' Indemnified Parties, the Company, for the cost incurred on account of payment of such interest or damages.

xxx. Prepare fund transfer schedule along with reconciliation of total funds received from Escrow Collection Bank(s) and total amounts blocked in the ASBA Accounts amount proposed to be transferred in each case duly certified by the Registrar based on approved Allotment and upon finalisation of the Basis of Allotment, providing the following details to the controlling branches of each SCSB or the Sponsor Bank for ASBA Bids and Escrow Collection Bank(s) with respect to the amount deposited by the Anchor Investors in the Escrow Accounts and UPI Bids, along with instructions to unblock the relevant bank accounts or for the initiation of refunds from the Escrow Accounts or transfer the

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requisite money to Public Issue Account (including for eventual credit to the Company) within the timelines prescribed under SEBI Master Circular the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018; and the UPI Circulars:

(i) A list of successful Bidders who have been or are to be Allotted Equity Shares and the number of Equity Shares to be allotted against each valid Bid;

(ii) amount to be transferred from the Escrow Accounts /Sponsor Bank/relevant ASBA Account/UPI linked bank account to the Public Issue Account (or the refund account if so required) for each valid Bid and the date by which such amounts shall be transferred and ensuring that the relevant amounts have been transferred as per the prescribed timelines under the Applicable Laws;

(iii) the date by which the funds referred herein above, shall be transferred to the Public Issue Account in accordance with the terms of this Agreement, the Issue Documents and under Applicable Laws; and

(iv) details of rejected Bids, if any, along with reasons for rejection and details of withdrawn/unsuccessful Bids, if any, with (i) SCSBs in case of ASBA; and (ii) with the Sponsor Bank through the Stock Exchanges in case of UPI ID, to enable the Bankers to the Issue or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case maybe.

yyy. Provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Banker(s) to the Issue and the SCSBs.

zzz. 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 a timely manner, as specified in the Issue Documents and required under applicable circulars, rules and regulations issued by SEBI.

aaaa. 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.

bbbb. Ensure that Allotment made is correct and timely upload of the correct file in the depository system is made.

cccc. Give instructions to the Depositories to carry out lock-in for the pre- Issueshare capital and receive confirmation from the Depositories.

dddd. Dispatch of letters of allotment/Allotment Advice/ CAN/ refund orders, if any/ Issue of instructions for un-blocking and credit of Equity 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 Book Running Lead Managers and assist the Company and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under law. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Issue Documents and maintaining proper records of such refunds.

eeee. Issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Banks that the original is not paid and stop has been noted against the same, if applicable.

ffff. To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with stock exchange(s).

gggg. Revalidate refund orders, where permitted, if applicable.

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hhhh. Carry out due procedures in relation to processing of multiple applications as provided in the Issue Documents.

iiii. Provide all the relevant data, documents, statements/reports for finalization of Basis of Allotment, listing and trading, post - Issue monitoring reports etc. within the timelines mentioned in the Issue Documents, in consultation with the Company and the Book Running Lead Managers.

jjjj. Submit relevant documents to the Stock Exchanges for the purpose of obtaining (in-principle and final) listing and trading approval including preparing the schedules in relation to the listing application.

kkkk. Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, where the Equity Shares are proposed to be listed are taken within the timeline as prescribed by SEBI, as the case may be.

llll. Finalise various post- Issue monitoring reports such as the final post- Issue monitoring report, along with relevant documents / certificates, in consultation with the post- Issue Book Running Lead Manager(s) and the Company to be submitted to SEBI within the stipulated time ensuring that such reports are based on authentic and valid documentations received from the members of the Syndicate, the SCSBs and the Sponsor Bank.

mmmm. Provide data to assist the Company and the Book Running Lead Managers for publishing the basis of Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading along with the Company and the Book Running Lead Managers within the specified time in the newspapers where pre-Issue, Bid/ Issue Opening and Bid/ Issue Closing advertisements appeared earlier.

nnnn. Settle investor complaints and grievances including those pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, communications received from SEBI, the Stock Exchanges and other regulatory agencies or any investor grievance related to the Registrar's scope of service, in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company and the Book Running Lead Managers as provided for in the Issue Documents and maintain a complete and accurate record in respect of any grievances dealt with under the investor grievance mechanism and ensure that such records are maintained for a period of at least eight years and are informed and made available to the Company at regular intervals.

oooo. Resolve investor complaints and grievances based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs.

pppp. 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 longer period prescribed under Applicable Laws and are made available to the Company at regular intervals.

qqqq. Assist the Company, and the Book Running Lead Managers in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange.

rrrr. Reconciliation on regular basis of the data between Bids registered on the electronic bidding system of the Stock Exchanges and Bid cum Application Forms.

ssss. Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the Book Running Lead Managers, the Company with

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detailed data so as to understand the share in commissions between the Book Running Lead Managers and the Designated Intermediaries authorised to accept and bid as per information provided on the website of the Stock Exchanges.

tttt. Provide weekly reports to the Company and the Book Running Lead Managers on the (i) status of Equity Shares lying in the Share Escrow Account, (ii) status of refunds remaining undelivered and electronic refunds rejected and steps taken to resend the refunds to the Bidders; and (iii) status of redressal of investor complaints in a format required by the Company and the Book Running Lead Managers.

uuuu. 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 Anchor Investors as the case may be), all within the timelines prescribed under this Agreement, the SEBI ICDR Regulations, the circulars, regulations issued by the SEBI including the SEBI Master Circular, Relevant SEBI Circulars and the Issue Documents.

vvvv. Give instructions to transfer the funds from the Escrow Accounts to the Public Issue Account, for eventual credit to the Company, as the case may be in accordance with the Issue Documents and Applicable Laws.

wwww. 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.

xxxx. Coordinate with the Sponsor Bank, SCSBs, the Book Running Lead Managers, NPCI etc. for completing the post- Issue related formalities in relation to the Issue in accordance with Applicable Laws.

yyyy. In accordance with applicable law, 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 or rejected (to the extent they are unsuccessful or rejected).

zzzz. Initiate corporate action to Allot Equity Shares to the successful Bidders, after the approval of Allotment of Equity Shares by the Company.

aaaaa. Consolidate the list of subscriptions received through the Underwriters to the Issue and evaluating their performance and to prepare a statement of selling commission payable, if any, and to arrange for their dispatch.

bbbbb. Capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage/ processing fees payable to the Book Running Lead Managers and the Designated Intermediaries based on the terminal from which the Bid has been uploaded/Application Number Ranges shared by the Book Running Lead Managers. 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 the SEBI Master Circular and as disclosed in the Issue Documents. The payment to SCSBs shall be made in accordance with the SEBI Master Circular. 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.

ccccc. The Registrar shall continue to be responsible to collect information from the SCSBs and other Designated Intermediaries as may be requested by the Book Running Lead Managers or the Company, in accordance with the UPI Circulars, including the annexures and certificate, in terms of the SEBI Master Circular. Upon receipt of such certificate and

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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 Book Running Lead Managers on the next working day from the finalisation of basis of allotment by the Registrar ("**BOA+1**"), or such other timelines as may be prescribed in terms of the UPI Circulars or by SEBI.

ddddd. Forward exception report to the Stock Exchanges for dissemination to the Syndicate Members no later than one Working Day from the Bid/ Issue Closing Date.

eeeee. Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable Regulations prescribed by SEBI.

fffff. Prepare distribution schedule and analysis form (for purposes of Stock Exchanges or the Company).

ggggg. Prepare the following registers and other data:

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

ii. Allotment registers.

iii. Register of members.

iv. Index of members.

v. Return of Allotment (for the Registrar of Companies).

vi. Cross Reference Register.

vii. Postal journal for documents mailed.

viii. Any other registers and/ or data as may be requested by the Company and/ or the Book Running Lead Managers in relation to the Issue.

hhhhh. Post communication of the Basis of Allotment by the Company, to prepare the list of Allottees entitled to Allotment of Equity Shares and preparing instructions for transfer/unblocking of funds from the Escrow Accounts/ASBA Account/UPI linked bank account, as applicable, to the Public Issue Account, and from the Escrow Accounts to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company and the Book Running Lead Managers.

iiiii. 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. matching/ validating the QIB Bid file details with the demographic details in the depository database and confirming the status of QIBs such as mutual funds, foreign portfolio investors, banking companies and insurance companies in consultation with the Registered Brokers/ Syndicate Members and the BRLMs; 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 SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor.

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

kkkkk. Providing data to the Company for necessary filings with the Reserve Bank of India and assist with the necessary filings.

lllll. Comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the Book Running Lead Managers.

mmmmm. To ensure compliance with all applicable laws, regulations and guidelines, including the SEBI Master Circular, SEBI ICDR Regulations, SEBI RTA Regulations, UPI Circulars and any other subsequent circulars or notifications issued by SEBI.

nnnnn. Provide assistance to the Company and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for issue / refund / Allotment / investor services / listing permission / trading permission / connectivity with the Depositories.

ooooo. Ensure bid cum application forms from various locations are accepted by SCSBs from Brokers/Investors/Registered Intermediaries.

ppppp. Provide data on demand to the Company for filings with regulatory authorities, if any.

qqqqq. The scope of services will also include all the necessary web services that are generally issued by a registry service firm.

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

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

8. 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 SEBI RTA Regulations and for the minimum duration prescribed under the Applicable Laws, without limitation, the following records:

a. all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, RTAs, CDPs and bid as per information provided on the websites of the Stock Exchanges in respect of the Issue, the data/information received from the Sponsor Bank and the SCSBs including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges;

b. 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;

c. all the electronic records, including reconciled data, bank schedules and certificates relating to Bids received from all Designated Intermediaries including, Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the Book Running Lead Managers and the Designated Intermediaries;

d. all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of

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e. the rejected/ withdrawn/unsuccessful Bid cum Application Forms;

f. particulars relating to rejected/ withdrawn/ unsuccessful bids and details of Bids submitted by the Bidders which have been withdrawn;

g. 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;

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

i. demographic details obtained from concerned Depositories;

j. terms and conditions of the Issue of the Equity Shares;

k. accounts against valid ASBAs;

l. list of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders;

m. particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Issue;

n. particulars relating to the monies to be transferred to the Public Issue Account and the refunds to be returned/unblocked to the Bidders;

o. particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Book Running Lead Managers and the Designated Intermediaries;

p. Allotment advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation;

q. details of multiple electronic Bids submitted by ASBA Bidders, including QIBs (determined on the basis of common PAN) and rejected by the Registrar;

r. particulars relating to the monies to be transferred to the Public Issue Account from the respective ASBA accounts, against valid Bids;

s. reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, Sponsor Company, Book Running Lead Managers and the Banker(s) to the Issue and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;

t. refund orders dispatched to Bidders in respect of application monies received from them in response to the Issue revalidation and issue of duplicate refund orders;

u. reconciliation between funds deposited in the SCSBs, Sponsor Bank and Banker(s) to the Issue and total of amounts stated in Bid data received in the Issue;

v. 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;

w. monies received from Bidders and paid to the Escrow Accounts 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 Accounts opened for the purposes of the Issue on a regular basis to the Company and the Book Running Lead Managers as required by the Company and the Book Running Lead Managers;

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x. refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Escrow and Sponsor Bank Agreement, the Issue Documents, the SEBI ICDR Regulations and the Companies Act;

y. details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit etc., as applicable;

z. records of correspondence in respect of investor complaints, grievances or queries;

aa. records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, Client ID and UPI ID details;

bb. records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;

cc. records of pre-printed Issue stationery, including 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;

dd. recording the change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc.;

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

ff. details of demand drafts issued, if any, as applicable;

gg. particulars relating to the requisite money to be transferred to the Company's accounts;

hh. such other records as may be specified by SEBI, the Company, the SCSBs, members of the Syndicate, the Designated Intermediaries and/or the Book Running Lead Managers for carrying on the activities as Registrar to the Issue; and

ii. to assist the Book Running Lead Managers to make the requisite submissions to regulators in relation to the Issue, if any.

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

Subject to the provisions of any other law, including Regulation 14 and Regulation 15 of the SEBI RTA Regulations and commercial arrangements with the Company for storage cost for application forms 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 Book Running Lead Managers, or any of their respective assigns any report that is required by them using the information specified above in a timely manner.

9. 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 or 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

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Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the Book Running Lead Managers, and the Company, as the case may be, 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 personnels and officers and auditors and advisors of the Company or names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the Book Running Lead Managers, 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, software or related technical information, 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, 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 Book Running Lead Managers in writing. The provision of this Clause 9 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

10. 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 Sponsor Bank, SCSBs and/or Banker(s) to the Issue 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 Banker(s) to the Issue with the details of the monies and any surplus amount to be refunded to the Bidders.

11. 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 and the Sponsor Bank, as the case may be.

12. The Registrar shall ensure that:

   a. Investors shall be sent the first response within three Working Days after receipt of complaint, or any earlier time as may be prescribed under Applicable Law and redress complaints within 7 days of the 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 complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

   c. in accordance with Applicable Laws, ensure the timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn);

   d. the Registrar has a proper system to track, address and redress investor complaints;

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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. 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;

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

h. uniform procedure is followed for the processing of Bid cum Application Forms;

i. it shall provide status update at periodic intervals to the Book Running Lead Managers and the Company including on the nature and status of all investor grievances;

j. the information furnished to the SCSBs, the Syndicate and the Registered Brokers in discharging their responsibility under the ASBA process is correct and valid; and

k. it maintains an insider list in accordance with the directions of the Company.

13. 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; and

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.

14. 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.

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

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

b. 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;

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c. 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;

d. it has not made, Issued, authorised, or accepted, and will not make, Issue, 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;

e. it will immediately notify the Company and the Book Running Lead Managers if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;

f. 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;

g. 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 SEBI Master Circular;

h. it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement or such higher period as may be prescribed under applicable law;

i. it shall send SMSs 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; and

j. to the extent there is any conflict between the SEBI Master Circular and any other circular issued by SEBI, to the extent that it is relevant for the Registrar, the Registrar will ensure compliance with the SEBI Master Circular.

16. 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.

17. Immediately on receiving instructions from the Company and/ or the Book Running Lead Managers, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall send instructions to all the SCSBs, the Sponsor Bank and the Designated Intermediaries to unblock ASBA accounts and/or dispatch all the refund orders to the Anchor Investors, 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 initiate refund of the amount or to provide instructions to the SCSBs, the Sponsor Bank and the Designated Intermediaries to unblock the bank accounts of the respective ASBA bidders within the period stated in the Issue Documents on duly receiving the instruction to do so from the Company and/or the Book Running Lead Managers, or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company for all the costs incurred by the Company in paying the interest (as per Applicable Laws). The Registrar hereby indemnifies and keeps indemnified and holds harmless each of the BRLMs' Indemnified Parties, the Company Indemnified Parties, in accordance with this Agreement and the Letter of Indemnity, from any compensation/damage, loss etc. incurred by the

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BRLMs' Indemnified Parties or the Company Indemnified Parties due to any delay in credit of Equity Shares to the 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 or circulars etc. 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.

18. 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 Banks 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.

19. 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 Book Running Lead Managers 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 advices, 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 (as indicated at Clause 20 below).

20. The Registrar will handle the Issue and Assignment related work from its office at "Subramanian Building" No. 01, Club House Road, Chennai – 600002, 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.

21. The Registrar will extend all 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 within prescribed timeline. The Company shall also extend all necessary assistance to the Registrar in such matters.

22. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company.

23. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission or omission etc., if so required. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement in the event any Party does not take a special contingency policy to cover risks arising out of fraud, forgery, errors of commission or omission, etc.

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

25. The Registrar shall extend all necessary support to the Company, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process (including UPI Mechanism).

26. The post- Issue stationery including, CAN (if any), certificates, letters of Allotment, Allotment advices and refund orders shall be kept ready and handed over to the Registrar by the Book Running Lead Managers on behalf of the Company within one Working Day from the date of closure of the Issue and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Issue stationary from the Stock Exchanges and Refund Banker(s).

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27. The Registrar will finalise various post- Issue monitoring reports such as the final post- Issue monitoring report, along with relevant documents/certificates, in consultation with the post- Issue Book Running Lead Managers and the Company to be submitted to SEBI within the stipulated time.

28. 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.

29. 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 Book Running Lead Managers.

30. The Company shall ensure that requisite funds are made available to the Registrar for postage, mailing charges for dispatching of Allotment advices and other materials, well in advance, within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable Laws pertaining to such activities. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and shall share the same with the Company within three days from the date of receipt of request from the Company and also agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount.

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

32. The Parties agree that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage / other expenses post completion of the Issue, shall be as specified in Schedule III after deducting all taxes, duties and levies as per Applicable Laws. All payments under this Agreement shall be made to the Registrar by the Company (in the first instance). The Issue related expenses shall be shared by the Company in the manner set out in the Issue Agreement. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company (by itself), except for any out-of-pocket expenses.

33. The Registrar shall provide such information and data as required by the Book Running Lead Managers with intimation to the Company and provide certificates as may be requested by the Book Running Lead Managers, including at the stage of closure of the Issue, rejection of bids, etc.

34. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection, pandemic, epidemic or any other serious sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by force majeure, as may be agreed to between the Parties, then the Party so affected ("**Affected Party**") shall upon giving notice to the other Parties be excused from performance of such obligation to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of such obligation 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. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused

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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 services detailed herein till the effective termination of the Agreement. The Company (in respect of itself) may terminate this Agreement upon receipt of such a notice from the Registrar.

35. The Company, shall be entitled to terminate this Agreement immediately, without notice, in the event the Registrar's 'Certificate of Registration' with the SEBI is suspended/cancelled or the SEBI or any other statutory, governmental, regulatory, judicial, quasi-judicial and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or if the Registrar is in any way prohibited, or restrained, either by an order or direction of SEBI, any regulatory, statutory, governmental, judicial, quasi-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.

36. In the event the Company, in consultation with the Book Running Lead Managers, decide not to proceed with the Issue, this Agreement shall stand terminated, and the Registrar would be paid in accordance with the Issue Agreement, and 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 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 and only to the extent of services rendered by it until such termination.

37. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company or their newly appointed Registrar to the Issue towards taking over duties and responsibilities as the Registrar to the Issue. Should this Agreement be terminated, the Registrar shall be entitled to only such expenses as are actually incurred until the date of such termination. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed. 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. The Registrar shall redress complaints of the 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 SEBI 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 it complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company and Book Running Lead Managers in a mutually agreeable format. Similar status reports should also be provided to the Company as and when required.

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

40. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service or failure to perform any service and/or not being performed to the satisfaction of the Company, contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of written notice of such breach by the other Parties and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company Indemnified Parties and each of the BRLMs' Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the

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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 10 (ten) days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within three Working Days upon being instructed by the Company and/or the Book Running Lead Managers transfer all the documents in their possession including those related to the Equity Shares, to any other registrar/depository as instructed by the Company and/or the Book Running Lead Managers.

41. The Registrar shall act with due diligence, care and skill while discharging the Assignment.

42. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold the Company Indemnified Parties, and the BRLMs' Indemnified Parties (individually referred to as the "**Indemnified Party**" and collectively as "**Indemnified Parties**") free and harmless at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, 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 liabilities, costs and demands which may be made or commenced against the Indemnified Party by any Bidder (including ASBA Bidder) or holder of the Equity Shares issued/transferred or any other third party, including but not limited to arising out of or in connection with:

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

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

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

(iv) any fine imposed by the SEBI or any other regulatory, governmental, statutory, judicial, quasi-judicial and/ or administrative authority against any of the Indemnified Parties; or

(v) if any information provided to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect;

or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws.

43. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified each of the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services hereunder or otherwise under the Applicable Laws including but not limited to any liability or loss, direct or indirect, arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, governmental, judicial, quasi-judicial, administrative or regulatory authority or court of law. The Registrar shall further indemnify, reimburse and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of its activities, services or role contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, governmental, judicial,

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quasi-judicial, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services, or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/ or the Stock Exchanges and/or any other statutory, governmental, judicial, quasi-judicial, administrative or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has made all commercially reasonable efforts and has not acted negligently or committed an act of wilful misconduct, provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Company, and each of their respective directors, officers, employees, advisors, affiliates and agents, 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 responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory or regulatory or governmental or judicial or quasi-judicial and/or administrative authority or court of law.

44. 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 / Book Running Lead Managers and all third parties on all matters related to this Assignment. Accordingly, the Company agree that Registrar shall have no liability towards them for any loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

45. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity in format set out in Schedule IV ("**Letter of Indemnity**") to each of the Book Running Lead Managers, provided, 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.

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

a) That they authorise Registrar to act from time to time on instructions given in any manner (including but not limited to verbal and electronic instructions) in circumstances where Registrar reasonably believes those instructions have emanated from them, Book Running Lead Managers or any person with authority to act on their behalf.

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

c) Registrar will exercise all proper skill and attention necessarily required to discharge its duty of care to the Company for rendering the services. However, the Registrar's work is not designed to investigate nor interrogate for fraud and/or dishonesty (actual or possible) and accordingly the same shall not be deemed to be a part of Registrar's scope of work except where the Registrar is directly involved in the assignment.

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

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47. The Registrar may have to provide certain information regarding the Bidders (including the ASBA Bidders), as may be required under any legislation or regulation to certain statutory, governmental, judicial, quasi-judicial, administrative 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 Bidders.

48. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/ speed post, or by electronic 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, on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch and if given by electronic mail upon transmission thereof.

All notices to the Parties shall be addressed as under:

If to the Company:

ArMee Infotech Limited
17, Goyal Intercity, B/h Drive in Cinema,
Thaltej Road, Ahmedabad, Gujarat– 380058, India
Tel: + 91 -79 4911 4911
Email: cs@armeeinfotech.com
Attention: Purnima Jain

If to the Registrar:

Cameo Corporate Services Limited
"Subramanian Building" No. 01,
Club House Road, Chennai – 600002, India
Tel: + 044 4002 0700
E-mail: priya@cameoindia.com
Attention: K. Sreepriya

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

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

49. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to SEBI within seven days by the other Party(ies) and shall also be reported to all Parties immediately.

50. Notwithstanding anything contained in the Registrar Agreement, in the event of any dispute, difference, controversy or claim arising out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or any non-contractual obligations arising out of or in connection with the Agreement, including any question regarding its existence (the "**Dispute**"), the Parties to such Dispute (the "**Disputing Parties**") 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 as may be agreed upon by the Disputing Parties in writing), the Parties shall by notice in writing to each other, refer the Dispute to be conducted at the Mumbai Centre for International Arbitration ("**MCIA**") an institutional

arbitration centre in India in accordance with the rules of MCIA in force at the time a Dispute arises ("**Arbitration Rules**"), in accordance with Clause 3(b) of the SEBI circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 further amended pursuant to the SEBI circular dated December 20, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and read with SEBI master circular dated December 28, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard ("**SEBI ODR Circulars**"), which the Parties have elected to follow for the purposes of this Agreement, provided that the seat and venue of such institutional arbitration shall be Mumbai, Maharashtra, India. The arbitration will be conducted in accordance with the provisions of the Arbitration Rules and the Arbitration and Conciliation Act, 1996, as amended or any re-enactment threreof (the "**Arbitration Act**").

51. Any Dispute shall be referred to and finally resolved by binding arbitration conducted under and in accordance with the Arbitration Rules and Arbitration Act. The arbitration shall be conducted by a panel of three arbitrators appointed by the Council of Arbitration of MCIA ("**MCIA Council**"). Each Disputing Party shall recommend 1 (one) arbitrator within a period of 10 (ten) Working Days from the initiation of the dispute and the 2 (two) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the Arbitration Rules. In the event that the Disputing Parties fail to appoint an arbitrator, or the 2 (two) arbitrators fail to appoint the third arbitrator or the presiding arbitrator, then such arbitrator(s) shall be appointed by the Chairman of the Council of Arbitration of the MCIA in accordance with the Arbitration Act and each of the arbitrators so appointed shall have at least 5 (five) years of relevant experience in the area of securities and/or commercial laws. The language to be used in the arbitral proceedings shall be English. The arbitral award shall state the reasons on which it is based and shall be final, conclusive and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. Unless the arbitral tribunal directs otherwise, the unsuccessful Disputing Party shall pay all costs in relation to the arbitral proceedings, including reasonable legal costs incurred by the successful Disputing Party(ies). The arbitral tribunal shall use its best efforts to produce a final, conclusive and binding award within such period as may be prescribed under the Arbitration Act. The Disputing Parties shall use their best efforts to assist the arbitral tribunal to achieve this objective. Further, in the event that despite best efforts by the Disputing Parties, the arbitral award is not passed within such prescribed period, the Parties agree that such period will automatically stand extended for a further period of 6 (six) months, without requiring any further consent of any of the Parties.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective party in Clause 51.

52. 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.

Subject to the above clauses 50, 51 and 52, all disputes, if any arising out of the Assignment shall be subject to the courts having sole and exclusive jurisdiction in Mumbai for all the matters arising out of the arbitration proceedings mentioned herein above including interim and/or appellate reliefs. This Agreement shall be governed by and construed exclusively in accordance with the laws of India, without reference to its conflict of laws/rules.

53. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and/or the Book Running Lead Managers in accordance with this Agreement.

54. 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).

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55. Unless terminated earlier in accordance with its terms, this Agreement shall be valid until the expiry of one year from the date of listing of the Equity Shares pursuant to the Issue, provided that clauses 3(b), 3(d), 3(e), 3(h), 3(j), 7(ee), 7 (ttt), 8, 9, 13, 14, 15, 16, 21, 34, 37, 38, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, this clause 56 and 59 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and/or the newly appointed registrar to the Issue, as applicable. The Registrar shall extend all such support as may be required by the Company or its newly appointed registrar to the Issue towards taking over duties and responsibilities as the Registrar to the Issue.

56. The Registrar shall not assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.

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. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto). 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, including the terms 'Issue' and 'Equity Shares Offered', shall be construed accordingly.

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. This Agreement may be executed by delivery of a .PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a .PDF format copy of a signature page of this Agreement, 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 in .PDF format.

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This signature page forms an integral part of the Registrar Agreement entered into between the Company and the Registrar to the Issue

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

SIGNED FOR AND ON BEHALF OF ARMEE INFOTECH LIMITED

Name: Ridhish Kiritbhai Patel
Designation: Managing Director

This signature page forms an integral part of the Registrar Agreement entered into between the Company and the Registrar to the Issue

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

SIGNED FOR AND ON BEHALF OF CAMEO CORPORATE SERVICES LIMITED

For CAMEO CORPORATE SERVICES LIMITED

R.D. RAMASAMY
Director

Name: **R.D. Ramasamy**
Designation: **Director**

SCHEDULE I

Registration certificate held by the Registrar

FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

Regulation 8A

001297

CERTIFICATE OF ~~REGISTRATION~~ / PERMANENT REGISTRATION

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

CAMEO CORPORATE SERVICES LIMITED
"SUBRAMANIAN BUILDING"
NO.1 CLUB HOUSE ROAD
CHENNAI 600 002

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. Registration Code for the registrar to an issue and share transfer agent is INR000003753

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

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

By order
For and on behalf of
Securities and Exchange Board of India

Place MUMBAI

Date JANUARY 13, 2012

K. SARAVANAN
Authorised Signatory

*Delete whichever is not applicable

SCHEDULE II

Allocation of activities pertaining to the Assignment among the Company, the Book Running Lead Managers and the Registrar

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

S. No.	Activity	Party Responsible
I.	**PRE- ISSUE WORK**	
1.	Finalisation of the Bankers to Issue, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Registrar and Company in consultation with the Book Running Lead Managers
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations	Company in consultation with the Book Running Lead Managers /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Book Running Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Book Running Lead Managers/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	**ISSUE RELATED WORK***	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(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	Registrar
4.	Processing all Bid cum Application Forms in respect of the Issue.	Registrar

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5.	Collection of request applications, if any for withdrawal of the Bid cum Application Form, and acting thereon, received before finalization of basis of allotment and deletion of the Bids from the Bid file.	Registrar
6.	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 depository database and provide a file through the Book Running Lead Managers to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
7.	Informing Stock Exchange/SEBI and providing necessary certificates to Book Running Lead Managers 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/Book Running Lead Managers
9.	Sending the electronic bid file for non-institutional bidders 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, as the case may be.	Registrar
13.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Banker(s) to the Issue, the Sponsor Bank and SCSBs.	Registrar
14.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
15.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
16.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis of the data in the Bid registered on the online IPO system of the Stock Exchanges with SCSB data and Sponsor Bank data.	Registrar

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17.	Eliminating invalid Bids and Bids below Issue Price	Registrar
18.	Uploading of beneficiary account details to Depositories	Registrar
19.	Identify based on the electronic Bid file received from the Stock Exchanges and the bank schedule data received from the SCSBs without reference to the physical forms and/or its enclosures and 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 bases. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
20.	Preparation of inverse number for applicable categories	Registrar
21.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the Book Running Lead Managers and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
22.	To give instructions to the Depositories to carry out lock-in for the pre- Issue Equity Share capital and receive confirmation from the Depositories	Registrar
23.	Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations	Registrar
24.	Finalizing Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/Registrar
25.	Preparation of fund transfer schedule based on the approved allotment.	Registrar
26.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
27.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
28.	Obtaining certificate from auditors/practicing Company Secretary that the Allotment has been made as per Basis of Allotment	Company/Registrar
29.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Issue Account against each valid Bid within the timelines specified by SEBI:	Registrar

CAMEO CORPORATE SERVICES LTD. CHENNAI-2

	(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, as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and UPI Bidders, along with reasons for rejection of the Bids.	
30.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
31.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
32.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
33.	Preparation of list of SCSBs, SEBI registered RTAs, DPs 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
34.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
35.	Printing of Allotment Advice, for refunding application money	Registrar
36.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
37.	Printing of distribution schedule for submission to Stock Exchange	Registrar
38.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
39.	Submission of the required file to the Refund Banker(s) and Escrow Collection Bank for payments to be made through the electronic mode	Registrar
40.	Sending refund orders, as applicable, and refund to Bidders	Registrar
41.	Issue of duplicate refund orders, as applicable	Registrar
42.	Revalidation of refund orders, as applicable	Registrar

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43.	Preparation of register of members and specimen signature cards (if required)	Registrar
44.	Overprinting of Allotment advice, intimation and refund orders	Registrar
45.	Mailing of documents by registered post	Registrar
46.	Binding of application forms, application schedule and computer outputs	Registrar
47.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
48.	Dispatch of CANs and Allotment Advice within the timeframe specified in Issue Documents and Applicable Laws.	Company/Registrar
49.	Seeking extension of time from SEBI /Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead Managers
50.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
51.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Issue Documents and SEBI circulars as applicable	Registrar
52.	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
53.	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
54.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company/Registrar in consultation with the Book Running Lead Managers
55.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Issue Documents, in consultation with the Company and the Book Running Lead Managers.	Registrar
56.	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
57.	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/ Book Running Lead Managers.	Registrar

58.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Issue.	Registrar
59.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post- Issue Book Running Lead Managers	Registrar
60.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within the period specified under Applicable Laws by obtaining the same from Stock Exchanges	Registrar
61.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar
62.	To provide the allotment/revoke files to the Sponsor Bank on the day when the Basis of Allotment has to be finalized.	Registrar

* This shall stand modified in accordance with change in Applicable Laws/ SEBI directions or any intimation by Association of Investment Bankers of India

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SCHEDULE III

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:

S.no.	Activity	Fee – Rs.
1.	Processing fee	Rs. 2,00,000
	Processing of Anchor Application	
2.	Bid Verification - Reconciliation of bid data vs Schedule data	Rs.1.50 per application
	Reconciliation of UPI data Vis-a-vis status of UPI application on daily basis with sponsor banks	
	Validating Data pertaining to Depository option	
	Processing ASBA application and advising refund for ASBA	
	Preparation of refund data for Anchor Investor and UPI applications	
3.	Intimation charges to investors / shareholders a. Email cost b. SMS cost	Re.1 per email Re.0.75 per sms

Irrespective of number of applications, the minimum fee chargeable would be for 3 lakh applications.

S.no	Activity	Fee – Rs.
1	Fee for Schedule data follow up and for collection of applications from Escrow bank, Sponsor bank branches and SCSB controlling branches	Free
2	Fee for follow up and collection of Final Certificate from SCSBs and ASBA Banks	Free
3	Preparation of basis of allotment	Free
4	Preparation of basis of allotment	Free

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5	Handling and servicing of post issue investors queries either in person, on phone, written communication by email, fax etc. at H.O. and from all our Investor Relation officers for a period of 6 months from the closure of Issue	Free

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

Escrow Demat account charges- At actuals

Out of pocket expenses like communication charges, travel and courier expenses will be capped to At actuals

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

Applicable taxes would be levied separately.

CAMEO CORPORATE SERVICES LTD. CHENNAI

IN-GJ10894823282623X

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

सत्यमेव जयते

Certificate No.	:	IN-GJ10894823282623X
Certificate Issued Date	:	22-Sep-2025 03:37 PM
Account Reference	:	IMPACC (CS)/ gj13353019/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ1335301926725987837678X
Purchased by	:	CAMEO CORPORATE SERVICES LIMITED
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	REGISTRAR AGREEMENT-INDEMNITY LETTER
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CAMEO CORPORATE SERVICES LIMITED
Second Party	:	KHANDWALA SECURITIES LIMITED AND OTHER
Stamp Duty Paid By	:	CAMEO CORPORATE SERVICES LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

SURYANSHI JAIN ACC AHMEDABAD GJ13353019

CAMEO CORPORATE SERVICES LTD. CHENNAI

IN-GJ10894823282623X

GG 0022758456

Statutory Alert:

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

SCHEDULE IV

LETTER OF INDEMNITY

Date: September 26, 2025

Khandwala Securities Limited
G-II, Ground Floor, Dalamal House,
Nariman Point, Mumbai – 400 021,
Maharashtra, India

Saffron Capital Advisors Private Limited
605, Center Point, 6th floor,
Andheri Kurla Road, J. B. Nagar,
Andheri (East), Mumbai - 400 059,
Maharashtra, India
(collectively referred to as the "**Book Running Lead Managers**" or "**BRLMs**")

Re: Letter of indemnity to the Book Running Lead Managers by Cameo Corporate Services Limited (the "Registrar") pursuant to the agreement entered into between ArMee Infotech Limited (the "Company"), and the Registrar, dated September 26, 2025 (the "Registrar Agreement")

Dear Sir(s),

1. The Company propose to undertake an initial public offering of equity shares of face value ₹ 10 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares (the "**Fresh Issue**") to be issued to the public , in accordance with 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 (the "**SEBI ICDR Regulations**") and other applicable law, each as amended, (the "**Issue**"), at such price as may be determined through the book building process (the "**Book Building Process**") as provided in Schedule XIII of the SEBI ICDR Regulations in terms of which the Issue is being made by the Company in consultation with the Book Running Lead Managers to the Issue (the "**Issue Price**"). The Issue may also include allocation of Equity Shares to certain Anchor Investors, which will be decided in accordance with the SEBI ICDR Regulations. The Issue will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations; and (ii) outside the United States and India, to certain institutional and other eligible foreign investors in reliance on Regulation S under the United States Securities Act of 1933, as amended ("**U.S. Securities Act**") and the applicable law of the jurisdictions where the Equity Shares may be issued.

2. The Company have approached the Registrar to act as the Registrar to the Issue in accordance with the terms and conditions detailed in the Registrar Agreement and this Letter of Indemnity and in compliance with Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**SEBI RTA Regulations**"), Regulation 23(7) of the SEBI ICDR Regulations and other applicable laws.The Registrar has been appointed as the Registrar and Share Transfer Agent to the Issue

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by the Company, after consultation with the BRLMs. In this regard, the Registrar has entered into a Registrar Agreement with the Company. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("**ASBA**") and Unified Payments Interface ("**UPI**") and other applicable laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and is fully aware of its obligations and the consequences of any default on its part. The Registrar further confirms that it is fully aware of the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any failure, deficiency, default or error on its part.

3. The Registrar confirms that it is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration no. INR000003753 to act as a Registrar to the Issue (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Issue are hereinafter collectively referred to as the "**Assignment**" and include all duties, obligations and responsibilities required to be discharged by a registrar to an issue in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other applicable laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Letter of Indemnity. The Board of the Company by its resolution dated, May 3, 2024 approved the appointment of Cameo Corporate Services Limited as the Registrar to the Issue.

4. The Registrar acknowledges that the BRLMs may be exposed to liabilities or losses if there is error or failure to perform the Assignment by the Registrar to the Issue and/ or failure in complying with any of its duties, obligations and responsibilities under the Registrar Agreement and any other legal requirement applicable in relation to the Issue.

5. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and in accordance with applicable law, 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 agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis.*

6. The Registrar further represents, warrants and undertakes to the BRLMs to:

   a) fully co-operate and comply with any instruction the Book Running Lead Managers may provide in respect of the Issue including any instructions in relation to requirements in accordance with SEBI Master Circular and SEBI letter bearing reference number SEBI/HO/CFD/DIL-2/OW/P/2021/2481/1/M dated March 16, 2021 and any other instructions as may be given from time to time.

   b) ensure compliance with applicable laws including and not limited to the provisions of (i) the SEBI Master Circular, (ii) the SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, (v) the

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SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, (vi) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, (vii) SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022; (viii) SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022; and any subsequent circulars or notifications issued by SEBI in this regard; and (ix) 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.

c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

7. The Registrar confirms that it is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) and the time prescribed within which the allotment and listing of Equity Shares should be completed and other applicable laws in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its obligations and the consequences of any default or error on its part.

8. Pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the Registrar to the Issue, the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the BRLMs to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the "**BRLMs' Indemnified Parties**") at all times as per the terms of the indemnity below. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity in favour of the BRLMs.

9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance of any provision of law, regulation or order of any court, legal, regulatory, statutory, judicial, quasi-judicial and/or administrative authority or from its own breach, delay, negligence, fraud, misconduct, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions, covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf (the "**Indemnifying Parties**"), and, or if any information provided by the Registrar or any of the Indemnifying Parties to any of the BRLMs' Indemnified Parties is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold the BRLMs' Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, actions, losses, liabilities, writs, damages, actions, awards, judgments, costs, charges and expenses of whatever nature made, suffered or incurred, including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach), actions,

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demands and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such BRLMs' Indemnified Parties is a party to such claims liabilities or legal process; or arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory, judicial, quasi-judicial, or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement, or against the BRLMs' Indemnified Parties, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar or any of the Indemnifying Parties in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI or any other governmental authority.

10. The Registrar shall further indemnify, reimburse and refund on demand all costs incurred by each of the BRLMs' Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Issue, whether or not in connection with pending or threatened litigation to which any of the BRLMs' Indemnified Parties is a party, in each case as such expenses are incurred or paid, including in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative, governmental and or regulatory authority or a court of law.

11. 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 BRLMs' Indemnified Parties may have at common law, equity or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Parties as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Parties in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.

12. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Parties to exercise part of any of their 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 BRLMs' Indemnified Party of any of their rights established herein.

13. This Letter of Indemnity may be amended or altered only with the prior written approval of the BRLMs.

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14. The Registrar acknowledges and agrees that the BRLMs shall have all the rights specified under the provisions of the 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.

15. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable. In the event of inconsistency or conflict between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

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.

17. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, shall have sole and exclusive jurisdiction over such dispute.

18. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed to such terms under the Draft Red Herring Prospectus, the Red Herring Prospectus and Prospectus in relation to the Issue including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with SEBI, BSE Limited, National Stock Exchange of India Limited and the Registrar of Companies, as may be applicable.

19. Notwithstanding anything contained in the Registrar Agreement, and in accordance with the SEBI (Registrar to an Issue and Share Transfer Agents), Regulations, as amended, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute or difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration (seat and venue) shall take place in Mumbai, India and shall be subject to enforcement in any court of competent jurisdiction. The arbitration shall be conducted by a panel of three arbitrators. Each of the claimant(s) (acting together) and the respondent(s) (acting together) in the dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third or the presiding arbitrator within 14 days of appointment of the second arbitrator, failing which the third arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. Each of the arbitrators so appointed under this sub-clause shall have at least five years of relevant experience in the area of securities and/or commercial laws. The disputing parties shall share the costs of such arbitration proceedings equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.

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20. The Parties agree that the online dispute resolution mechanism as per the provisions of the SEBI master circular dated December 28, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 (together, the "**SEBI ODR Circular**"), and the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023, as amended, the BRLMs and Registrar have elected to follow the dispute resolution mechanism mentioned above and the provisions of the afore-mentioned circulars would not be applicable to any disputes arising out of the Issue.

21. In accordance with paragraph 3(b) of the SEBI master circular bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, dated July 31, 2023 and updated as on December 28, 2023, as amended and in force on the date of this Agreement along with any subsequent amendments as may be applicable ("**SEBI ODR Master Circular**"), the parties have elected to adopt the institutional arbitration as the dispute resolution mechanism in relation to any disputes arising out of this Letter of Indemnity. Provided that, in the event any dispute involving any party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the dispute notwithstanding the option exercised by such disputing party herein.

22. Any notice or other communication given pursuant to this Letter of Indemnity or the Registrar Agreement must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed; and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.

In case of the BRLMs:

Khandwala Securities Limited
G-II, Ground Floor, Dalamal House,
Nariman Point, Mumbai – 400 021,
Maharashtra, India
Tel: 91 22 4076 7373
E Mail: ipo@kslindia.com
Contact Person: Pranav Khandwala

Saffron Capital Advisors Private Limited
605, Center Point, 6th floor,
Andheri Kurla Road, J. B. Nagar,
Andheri (East), Mumbai - 400 059,
Maharashtra, India
Tel: +91 22 4973 0394
E Mail: ipos@saffronadvisor.com
Contact Person: Amit Wagle/Pooja Jain

CAMEO CORPORATE SERVICES LTD. CHENNAI

In case of the Registrar:

Cameo Corporate Services Limited
"Subramanian Building" No. 01,
Club House Road, Chennai,
Tamil Nadu– 600002, India
Tel: 044-40020700
E-mail: armee@cameoindia.com
Contact Person: K. Sreepriya

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMINTY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

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

For and on behalf of **Cameo Corporate Services Limited**

For CAMEO CORPORATE SERVICES LIMITED

Authorized Signatory R.D. RAMASAMY
Name: R.D. Ramasamy Director
Designation: Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMINTY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

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

For and on behalf of **Khandwala Securities Limited**

Authorized Signatory
Name: Pranav Khandwala
Designation: Executive Director

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE LETTER OF INDEMINTY PROVIDED BY THE REGISTRAR TO THE BOOK RUNNING LEAD MANAGERS PURSUANT TO THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

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

For and on behalf of **Saffron Capital Advisors Private Limited**


Authorized Signatory
Name: Amit Wagle
Designation: **Executive Director**