महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EA 764369

जिल्हा कोषागार कार्यालय ठाणे
05 SEP 2025
मुद्रांक प्रमुख लिपीक / लिपीक

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED SEPTEMBER 24, 2025 ENTERED INTO AMONG HD FIRE PROTECT LIMITED, THE PROMOTER SELLING SHAREHOLDERS AND THE REGISTRAR TO THE OFFER

जोडपत्र - २

मुद्रांक विक्री नोंदवही अनुक्रमांक ..603132.. दिनांक 19 SEP 2025

दस्ताचा प्रकार .....

दस्त नोंदणी करणार आहेत का ? :- होय/नाही

मेळकतीचे शेडयुल्ड वर्णन .....

मुद्रांक विकत घेणाऱ्याचे नांव ..HD FIRE PROTECT LTD.
Plot No. D-6/2,
Road No. 34, M.I.D.C.,
Wagle Industrial Estate,
Thane (W) - 400 604.
Tel. ...000000/000

दस्त असल्यास त्यांचे नांव, पत्ता ..
नाही .....

दुसऱ्या पक्षकाराचे नांव .....

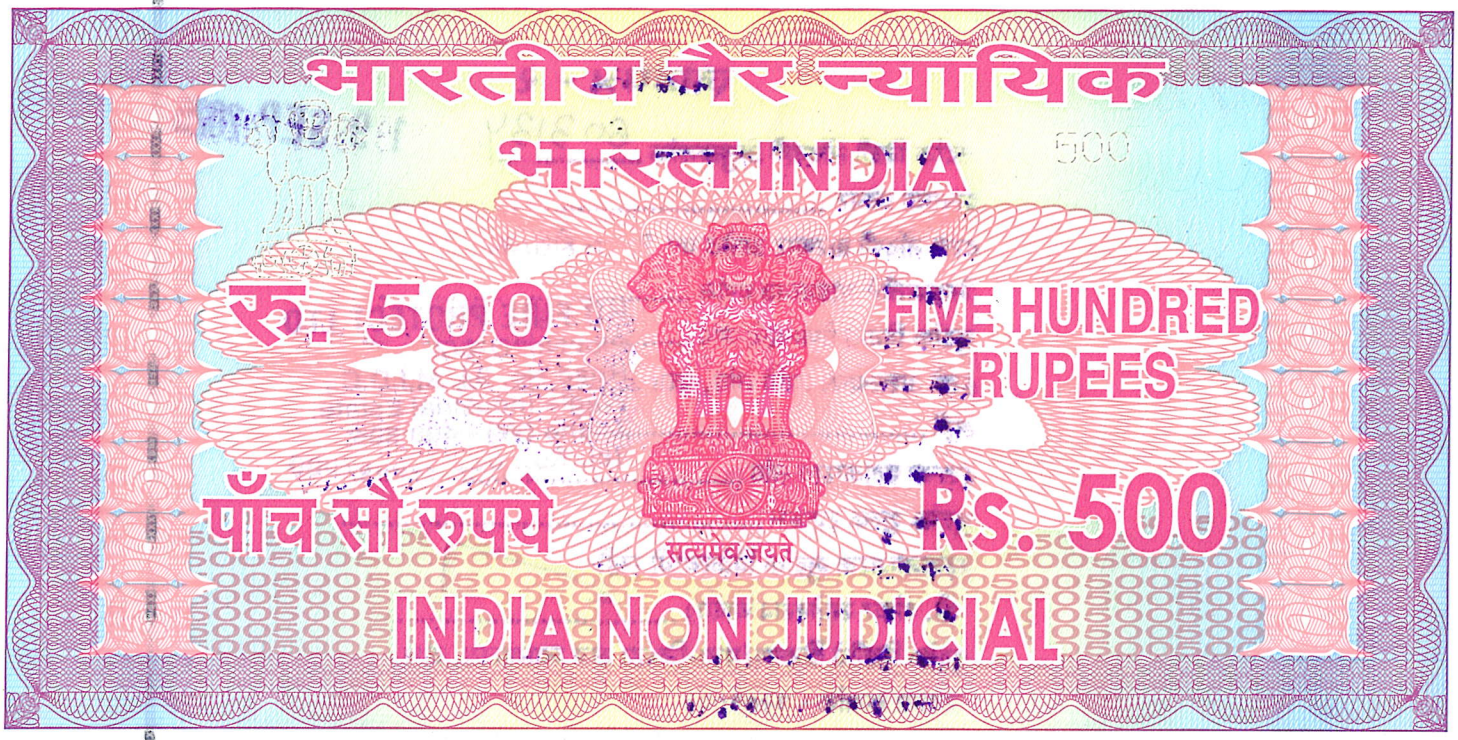
मुद्रांक शुल्क रक्कम .....

सरवानाधारक मुद्रांक विक्रेत्यावी सही-
श्री. शंकर साहेबराव यादव) .....

मुद्रांक विक्रीचे ठिकाण/पत्ता-जिल्हा सत्र न्यायालय, ठाणे.

रवाना क्रमांक - १२०१०३१

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



महाराष्ट्र MAHARASHTRA ● 2025 ●

EA 764367

जिल्हा कोषागार कार्यालय

15 SEP 2025

मुद्रांक प्रमुख लिपीक / लिपीक

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जोडपत्र - २

002

मुद्रांक विक्री नोंदवही अनुक्रमांक 603134 19 SEP 2025

दस्ताचा प्रकार .....

दस्त नोंदणी करणार आहेत का ? :- होय/ नाही

मिळकतीचे थोडक्यात वर्णन .....

मुद्रांक विकत घेणाऱ्याचे नांव ..... HD FIRE PROTECT LTD.

दस्त असल्यास त्यांचे नांव, पत्ता ..... Plot No: D-6/2,
Road No. 34, M.I.D.C.,
Wagle Industrial Estate,
Thane (W) - 400 604.
Tel. No.. [illegible]7000

तही .....

दुसऱ्या पक्षकाराचे नांव .....

मुद्रांक शुल्क रक्कम .....

रवानाधारक मुद्रांक विक्रेत्याची सही-

श्री. शंकर साहेबराव यादव) .....

मुद्रांक विक्रीचे ठिकाण/पत्ता-जिल्हा सत्र न्यायालय, ठाणे.

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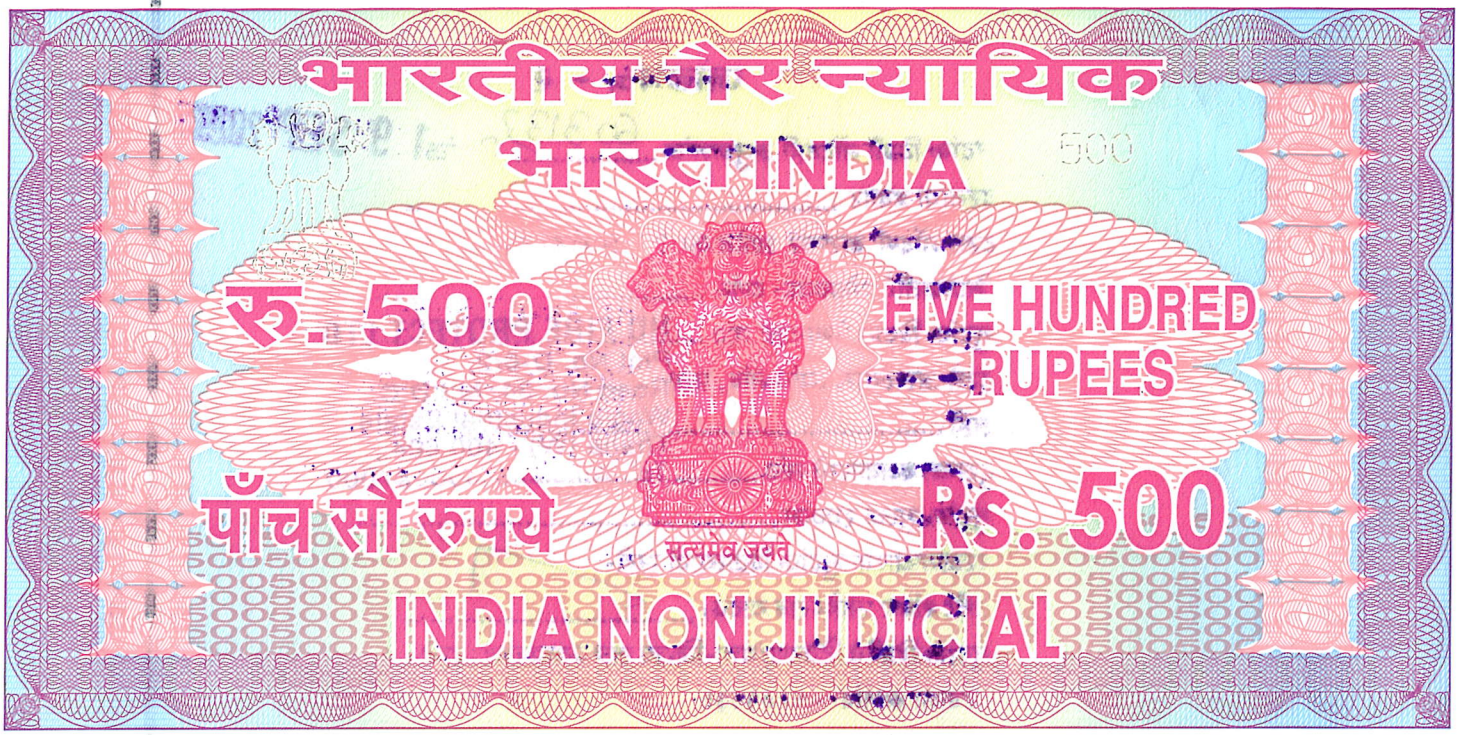
बंधनकारक आहे.



महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ EA 764368

जिल्हा कोषागार कार्यालय ठाणे

15 SEP 2025

मुद्रांक प्रमुख लिपीक / लिपीक

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED SEPTEMBER 24, 2025 ENTERED INTO AMONG HD FIRE PROTECT LIMITED, THE PROMOTER SELLING SHAREHOLDERS AND THE REGISTRAR TO THE OFFER

जोडपत्र - २

603133

दिनांक 19 SEP 2025

मुद्रांक विक्री नोंदवही अनुक्रमांक .....

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दस्त नोंदणी करणार आहेत का ? :- होय/नाही

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मुद्रांक विकत घेणाऱ्याचे नांव .....HD FIRE PROTECT LTD.

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Road No: 34, M.I.D.C.,
Wagle Industrial Estate,
Thane (W) - 400 604.

सही .....

दुसऱ्या पक्षकाराचे नांव .....Tel. No. ...000

मुद्रांक शुल्क रक्कम .....

रकानाधारक मुद्रांक विक्रेत्याची सही-

(श्री. शंकर साहेबराव यादव) .....

मुद्रांक विक्रीचे ठिकाण/पत्ता-जिल्हा सत्र न्यायालय, ठाणे.

रकाना क्रमांक - १२०१०३१

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REGISTRAR AGREEMENT

DATED SEPTEMBER 24, 2025

BY AND AMONGST

HD FIRE PROTECT LIMITED

AND

THE PROMOTER SELLING SHAREHOLDERS (*AS SET OUT IN APPENDIX A)*)

AND

MUFG INTIME INDIA PRIVATE LIMITED
(FORMERLY KNOWN AS LINK INTIME INDIA PRIVATE LIMITED)

This Registrar Agreement (the "**Agreement**") is entered into on September 24, 2025 at Mumbai, by and amongst:

HD FIRE PROTECT LIMITED, a company incorporated in India under the Companies Act, 1956, and validly existing under the Companies Act, 2013, bearing corporate identification number U29270MH1997PTC107536, whose registered office is situated at O-611, 6th Floor, Runwal R Square Opp. Veena Nagar, L. B. S. Marg, Mulund, West, Mumbai City, Maharashtra, India, 400080 (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

THE PROMOTER SELLING SHAREHOLDERS, as listed in Appendix A of this Agreement (hereinafter referred to as the "**Promoter Selling Shareholders**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors and permitted assigns of the **SECOND PART**;

AND

MUFG INTIME INDIA PRIVATE LIMITED *(Formerly known as Link Intime India Private Limited)*, a company incorporated under the Companies Act, 1956, and validly existing under the Companies Act, 2013, bearing corporate identification number U67190MH1999PTC118368 and having its registered office at C-101, 1st Floor, Embassy 247, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the "**Registrar**" or "**Registrar to the Offer**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

The Company, Promoter Selling Shareholders and the Registrar are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**", as the context may require.

WHEREAS:

1. The Company and the Promoter Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (the "**Equity Shares**"), by way of an offer for sale of up to 26,284,500 Equity Shares (the "**Offered Shares**") by the Promoter Selling Shareholders ("**Offer for Sale**" or "**Offer**") in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder, each as amended (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), and other Applicable Laws (*as defined hereafter*) including the UPI Circulars (*as defined hereafter*) at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations (the "**Book Building Process**") and as agreed to by the Company in consultation with the book running lead managers to the Offer, namely Ambit Private Limited, Anand Rathi Advisors Limited and IIFL Capital Services *(formerly known as IIFL Securities Limited)* (collectively along with any other book running lead managers which may be appointed in relation to the Offer, the "**Book Running Lead Managers**" or "**BRLMs**"). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer includes offers and sales of the Equity Shares outside of the United States in offshore transactions as defined in and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and the applicable laws of the jurisdiction where those offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, as determined by the Company in consultation with the BRLMs, on discretionary basis, in accordance with SEBI ICDR Regulations.

A. The board of directors of the Company ("**Board of Directors**" or "**Board**") pursuant to a resolution dated April 3, 2025, have approved and authorized the Offer in accordance with relevant provisions of the Companies Act.

B. The Promoter Selling Shareholders, severally and not jointly, have duly consented to participate in, approved and authorized the Offer for Sale of their respective portion of the Offered Shares by way of and in accordance with the terms set out in the consent letters referred to in Appendix A and the Board of Directors have taken on record the approval for the Offer for Sale by the Promoter Selling Shareholders pursuant to a resolution at its meeting held on June 19, 2025.

C. The Company and the Promoter Selling Shareholders have appointed the BRLMs to manage the Offer on such terms and conditions as agreed with them and the BRLMs have accepted the engagement in terms of their respective engagement letters, subject to the terms and conditions set forth therein.

D. The Company is in the process of filing a draft red herring prospectus ("**DRHP**") with the Securities and Exchange Board of India ("**SEBI**"), BSE Limited and National Stock Exchange of India Limited (together, the "**Stock Exchanges**") and will subsequently file the red herring prospectus ("**RHP**") and prospectus ("**Prospectus**", and together with DRHP and RHP, "**Offer Documents**") with the Registrar of Companies, Maharashtra, at Mumbai (the "**RoC**") and subsequently file a copy of such RHP and Prospectus with SEBI and the Stock Exchanges in relation to the Offer.

E. The Company and the Promoter Selling Shareholders have approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the "**Assignment**") and in the manner as required under the various rules and regulations, including the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993 ("**SEBI RTA Regulations**"), the SEBI Master Circular No. SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/91dated June 23, 2025, for Registrars to an Issue and Share Transfer Agents, (including to the extent it pertains to the UPI Mechanism) ("**SEBI RTA Master Circular**"), SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 ("**SEBI ICDR Master Circular**"), as applicable, issued by the SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 ("**SEBI Act**") and the Registrar has accepted the Assignment. The IPO Committee of Board of Directors has by its resolution dated June 26, 2025, approved the appointment of MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)* as the Registrar to the Offer.

F. The Registrar is an entity registered with the SEBI under the SEBI RTA Regulations and its registration is currently valid and subsisting with the registration no. INR000004058 and valid since December 05, 2024.

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

H. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all Bidders (except Anchor Investors). Anchor Investors are required to Bid only through the non-ASBA process in the Offer. The UPI Bidders (*as defined hereinafter*) in the Offer are required to apply through the unified payment interface mechanism ("**UPI Mechanism**"), in accordance with, and based on the timeline and conditions prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, read with the SEBI master circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 ("**SEBI ICDR Master Circular**") and the SEBI RTA Master Circular, along with the circulars issued by the National Stock Exchange of India Limited having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022 and the notices issued by BSE Limited having reference no. 20220722-30 dated July 22, 2022 and 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. The UPI process has come into force from January 1, 2019, in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI, shall be deemed to be incorporated in this Agreement. The listing timeline of T+3 days ("**UPI Phase III**") and modalities of the implementation of UPI Phase III was notified by SEBI vide UPI Phase III Circular and made effective on a mandatory basis for all issues opening on or after December 1, 2023. The Offer will be undertaken pursuant to the processes and procedures under UPI Phase III on a mandatory basis, subject to any circulars, clarification or notification issued by the SEBI from time to time. The Parties hereby 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, BSE or NSE, 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 Master Circular , the Registrar along with the Self Certified Syndicate Banks ("**SCSBs**") have undertaken necessary systematic and procedural arrangements for effective implementation of ASBA process , thus, ensuring that ASBA applications, excluding applications made using the UPI Mechanism, are processed only after the 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 BRLMs, as may be issued in connection with the ASBA process. .

J. Further, the Company shall, to the extent permissible under the terms of this Agreement and Applicable Laws, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLMs and Promoter Selling Shareholders, and whereby the Registrar warrants and undertakes to perform its obligations and responsibilities under this Agreement in a timely and efficient manner.

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 Offer Documents, including any amendments, addendums or corrigenda issued thereto in relation to the Offer, to be filed with SEBI and the RoC and also with the Stock Exchanges, as applicable and the Offer Agreement to be executed between the Company, the Promoter Selling Shareholders and the BRLMs, as the case may be in relation to the Offer.

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 an application, whether physical or electronic, used by ASBA Bidders to make a Bid and authorizing an SCSB to block the Bid Amount in the relevant ASBA Account and will include applications made by UPI Bidders where the Bid Amount will be blocked upon acceptance of the UPI Mandate Request by UPI Bidders;

i. references to a section, clause, paragraph or schedule is, unless indicated to the contrary, a reference to a section, clause, paragraph or schedule of this Agreement;

j. 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;

k. Unless otherwise defined, references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;

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

m. references to the word "**Working Day**" shall be construed to mean all days, on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band; and (b) Bid/Offer Period, "**Working Day**" shall mean all days except Saturday, Sunday and public holidays on which commercial banks in Mumbai, Maharashtra, India are open for business and (c) the time period between the Bid/Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, "**Working Day**" shall mean all trading days of Stock Exchanges, excluding Sundays and bank holidays in India, as per the circular issued by SEBI from time to time;

n. Notwithstanding anything contained to the contrary in this Agreement, the rights and the obligations of the Company and each of the Promoter Selling Shareholders hereunder shall be several and not joint and none of the Promoter Selling Shareholders shall be responsible for the obligations of the Company or the Registrar or any of the other Promoter Selling Shareholders, as the case may be. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party, and the obligations of each of the Promoter Selling Shareholders (to the extent applicable) under this Agreement shall be limited to the extent of their respective portion of the Offered Shares;

o. In this Agreement, the term "**UPI Bidders**" shall mean, collectively, individual investors applying as (i) Retail Individual Bidders in the Retail Portion, (ii) Eligible Employees, under the Employee Reservation Portion, and (iii) Non-Institutional Bidders with an application size Bid amount of ₹2,00,000 or more and up to ₹500,000 in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. As per the SEBI ICDR Master Circular, all individual investors applying in public issues where the application amount is up to ₹500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member, (ii) a stock broker registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity), (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity), and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity); and

p. In this Agreement, the term "**Non-Institutional Bidders**" shall mean all Bidders, that are not QIBs (including Anchor Investors) or RIBs and who have Bid for Equity Shares for an amount of more than ₹200,000 (but not including NRIs other than Eligible NRIs).

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Company and the Promoter Selling Shareholders hereby appoint MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)* as the Registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment, as set out in this Agreement and signing this Agreement through its authorized signatory. Notwithstanding anything to the contrary contained in this Agreement, (i) the rights and obligations of the Company and the Promoter Selling Shareholders hereunder shall be several and not joint, and (ii) no Party shall be liable for any default by another Party.

2. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are 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, including the rules thereunder, as amended) in respect of the Offer ("**Applicable Laws**") and to exercise all reasonable and proper skills and attention necessarily required to discharge its duty of care to the Company and Promoter Selling Shareholders for rendering its services. 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 the Applicable Laws. It has obtained a certificate of permanent registration from SEBI, bearing registration number INR000004058 which is valid permanently from December 05, , 2024, unless suspended or cancelled by SEBI. It shall also ensure that the certificate of registration shall remain valid and 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, the Promoter Selling Shareholders and the Book Running Lead Managers informed in writing on an immediate basis if its registration with SEBI is cancelled, suspended, revoked or withheld, if it is prohibited or restricted from performing the Assignment and the activities mentioned in this Agreement, 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. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.

b. It shall keep and maintain the books of account, other records and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, in respect of eight preceding financial years for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer, 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 6 under paragraph 12 of the SEBI RTA Master Circular, shall also be preserved and maintained by the Registrar for a period not less than eight years from the date of listing and commencement of trading of the Equity Shares pursuant to on behalf of the Company and the Promoter Selling Shareholders or such later 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 and/or the Promoter Selling Shareholders or any of the Book Running Lead Managers for the purposes of the SEBI RTA Regulations.

d. It shall abide with the standard operating procedure for operationalization of lock-in of pre-issue capital/ suspension/ freezing of ISIN pursuant to listing of shares in public issue as provided in the circular issued by NSDL having reference number NSDL/CIR/II/28/2023 dated August 8, 2023 and CDSL having reference number CDSL/OPS/DP/POLCY/2023/549 dated September 18, 2023.

e. It has a clean track record and no penalty has been imposed upon it or any of its directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf by SEBI now or in the past, except in the case of: (i) adjudication order no. Order/BM/JR/2022-23/23296 – 23297 dated January 31, 2023, passed in the matter of a complaint by Pushpaben Rasiklal Patel; (ii) adjudication order no. Order/AN/SM/2024-25/31090 dated December 30, 2024, read with corrigendum dated January 2, 2025, passed in the matter of MUFG Intime India Private Limited (*Formerly known as Link Intime India Private Limited*), levying a monetary penalty amount of ₹1 Lakh, for violation of (a) clause 41 of Annexure-A of SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/100 dated September 8, 2017; (b) clause 2 of SEBI circular no. SEBI/HO/MIRSD/MIRSD_RTAMB/P/CIR/2022/73 dated May 27, 2022 read with SEBI master circular for registrars to an issue and share transfer agents dated May 17, 2023; and (c) clause 7 of Annexure A to SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/100 dated September 8, 2017 read with SEBI master circular for registrars to an issue and share transfer agents dated May 17, 2023, the penalty amount was paid on January 10, 2025; and (iii) adjudication order no. Order/NH/YK/2024-25/31191 dated February 11, 2025 passed by the adjudicating officer in respect of MUFG Intime India Private Limited (*Formerly known as Link Intime India Private Limited*) in the matter of TSR Consultants Private Limited levying a monetary penalty amount of ₹1 Lakh. The penalty amount was paid on February 20, 2025.

f. It has not violated any of the conditions subject to which its registration with SEBI has been granted and that no disciplinary or other orders/proceedings have been commenced against it by SEBI or any other governmental, statutory, regulatory, judicial, quasi-judicial, administrative or supervisory authority or court/tribunal in this regard and that it is not prohibited, debarred or

suspended by any such authority from carrying on its activities as a Registrar to an Issue, including the activities in relation to this Assignment. While no orders have been passed restricting it from carrying out the Assignment by SEBI or any other regulatory authority, in case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, the Promoter Selling Shareholders and the Book Running Lead Managers of the same on an immediate basis in writing and cooperate at no additional cost to establish alternate arrangements as may be required by the Company in relation to the Offer, including such arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Offer related data and files to such replacement registrar, as specified by the BRLMs in consultation with the Promoter Selling Shareholders or the Company. In the event the (i) the Company, its affiliates and each of their respective directors, management, promoters, representatives, officers, employees, successors, advisors, permitted assigns and agents or other persons acting on its behalf (collectively along with the Company, the "**Company Indemnified Parties**"), (ii) the Promoter Selling Shareholders and their respective affiliates and each of their respective representatives, successors, advisors, permitted assigns and agents or other persons acting on Promoter Selling Shareholders' behalf (the "**Promoter Selling Shareholders' Indemnified Parties**"), and/or (iii) Book Running Lead Managers, and/or 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 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 each of the Company Indemnified Parties, the Promoter Selling Shareholders' Indemnified Parties and/or 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 hereafter*), issued in favour of the BRLMs' Indemnified Parties. In the event of inconsistency between the terms of the Letter of Indemnity and the Registrar Agreement, the terms of the Letter of Indemnity shall prevail.

g. 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 complete all the formalities accurately, diligently and within the specified time limits, as per 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**"), UPI Circulars, SEBI RTA Master Circular, applicable rules, regulations and bye-laws of the Stock Exchanges, as amended from time to time, and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, the Promoter Selling Shareholders' Indemnified Parties, the BRLMs' Indemnified Parties, any other person or intermediaries in relation to the Offer and the prospective investors who make a bid pursuant to the terms of the RHP and the Bid cum Application Form and unless otherwise stated or implied, (including an Anchor Investor) ("**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, the Promoter Selling Shareholders, the BRLMs, the BRLMs' Indemnified Parties and any other person in relation to the Offer, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines, notifications, circulars or orders/directions issued by SEBI, from time to time or any other Applicable Laws.

h. It shall make adequate disclosure in writing to the Company, the Promoter Selling Shareholders 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 during the course of and in relation to the Assignment. It shall co-operate and comply with any instructions the Company, the Promoter Selling Shareholders and the BRLMs may

provide in respect of the Offer, in accordance with this Agreement and subject to Applicable Laws. It shall immediately notify the Company, the Promoter Selling Shareholders and the BRLMs of any, actual or anticipated delay or errors committed while completing any formalities in relation to the performance of the Assignment and other services indicated herein and shall indemnify the Company, the Promoter Selling Shareholders and/or each of the BRLMs Indemnified Parties, severally and not jointly for any losses caused due to such errors or delays, in the manner set out in this Agreement and the Letter of Indemnity, as applicable. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by the Promoter Selling Shareholders in relation to their respective portion of Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of the Promoter Selling Shareholders, provided that such instructions are not in violation of any Applicable Laws. Further, it shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to any force majeure events on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and the BRLMs are met.

i. It shall co-operate and comply with any instructions of the Company, the Promoter Selling Shareholders and the BRLMs and carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per Applicable Laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, the Listing Regulations, the SEBI RTA Master Circular, and the rules, regulations and bye-laws of the Stock Exchanges and the guidelines, regulations, notifications and circulars issued by SEBI and the uniform listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time.

j. It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors or delays in the services to be performed by the Registrar.

k. If due to any damage or failure of information technology systems or cyber-attacks including due to any viruses, malicious applications, unauthorized penetration of the Registrar's network security and other security problem, the Registrar is not able to honour its obligations under this Agreement then it will manually meet its obligations (which would have been met through its information technology systems) under this Agreement.

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

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

n. It has formulated and implemented a comprehensive policy framework, approved by its board of directors, has taken adequate insurance and it is compliant with SEBI RTA Master Circular and has implemented all systems and policies required in such circular.

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

p. It shall assist the members of the Syndicate to ensure compliance of all post-Offer activities within time as prescribed under Applicable Laws.

q. It undertakes that the demographic details given by the Bidders in the ASBA Forms and Anchor Investor Application Forms will not be used by it for purposes other than in relation to the Offer.

r. 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 Offer. It shall immediately notify the Company, the Promoter Selling Shareholders 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 and about the progress with regard to any legal or action initiated against it and/ or any of its group entities by any such authority.

s. There are no show cause notices received by it or any pending investigation or inquiries 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.

t. 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.

u. In the event the Registrar is unable to continue to act as a registrar to the Offer , at any point of time, due to any order, direction or injunction of any statutory, regulatory, judicial, quasi-judicial or administrative authority or otherwise, it shall immediately inform the Company**,** the Promoter Selling Shareholders and the Book Running Lead Managers and take steps, in consultation with and as per the direction of the Company**,** the Promoter Selling Shareholders and each of the Book Running Lead Managers, for a smooth transition of data relating to the Offer and the Equity Shares held by the Registrar in relation to the Offer and the Equity Shares (at no cost to the Company for such transition) to another registrar as may be appointed by the Company and the Promoter Selling Shareholders in consultation with the Book Running Lead Managers immediately. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.

v. It shall keep the Company, the Promoter Selling Shareholders 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, judicial, quasi-judicial or administrative authority from time to time. The Registrar shall, in the event of any change in its status or constitution, subject to prior written consent of the Company, the Promoter Selling Shareholders and each of the BRLMs with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory, statutory, governmental, judicial, quasi-judicial or administrative authority, as may be applicable, and shall duly inform the Company, the Promoter Selling Shareholders and each of the BRLMs immediately of such change in status or constitution in writing.

w. 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 in accordance with Regulation 15A of the SEBI RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the SEBI RTA Regulations.

x. The Registrar shall hand-over to the Company and the Promoter Selling Shareholders all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days from the date of cancellation of its certificate of registration as registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the BRLMs, as and when requested and within one month of closure of the Offer.

y. There are no other circumstances which may affect the Registrar's ability to perform its duties and obligations under this Agreement to the satisfaction of the Company, the Promoter Selling Shareholders and the BRLMs.

z. The Registrar has formulated and implemented a comprehensive policy framework approved by its board of directors, has taken adequate insurance and is in compliance with the requirements of SEBI RTA Master Circular and has implemented all systems and policies required in the master circular

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 Offer. The Promoter Selling Shareholders hereby declare that they have complied with and agree to comply with all relevant statutory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations, notifications, circulars and guidelines, to enable them to participate in the Offer for Sale. The Promoter Selling Shareholders, severally and not jointly, hereby declare that their respective portion of the Offered Shares are eligible to be offered in the Offer for Sale. The Company and the Promoter Selling Shareholders further agree that they shall coordinate with the Registrar and 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. The Promoter Selling Shareholders may instruct the Registrar to cooperate and comply with the instructions of the BRLMs, as required in connection with the sale and transfer of their respective portion of Offered Shares, provided that any such instructions are not in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other governmental, judicial, quasi-judicial, administrative, statutory and/or regulatory authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default committed by another Party. If the Registrar receives any instructions under this Agreement, which are not in conformity with Applicable Laws, the Registrar shall immediately notify the Company, the Promoter Selling Shareholders and the BRLMs in writing about such instructions pursuant to which the Company or the Promoter Selling Shareholders or the BRLMs, as applicable, will be free to withdraw/modify or clarify such instructions, if required.

5. This Agreement is being entered into between the Parties for engaging MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)* as the Registrar to the Offer and does not in any way bind the Company and/ or the Promoter Selling Shareholders to appoint MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)* as the registrar and share transfer agent of the Company and/or the Promoter Selling Shareholders. The Company and the Promoter Selling Shareholders have the absolute right to appoint any other agency as their respective registrar and share transfer agent, in consultation with the BRLMs. In the event of appointment of any agency other than MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)* or its associates as the registrar and share transfer agent of the Company and/or the Promoter Selling Shareholders, the Registrar shall transfer/part with all and every information pertaining to the investors/Shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company, and/or the Promoter Selling Shareholders in consultation with the BRLMs without any additional charges. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company, the Promoter Selling Shareholders and its investors for which the Registrar will be liable.

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 functions, duties and obligations are indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon but all the activities pertaining to the Assignment shall be listed and agreed upon mutually between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Share Escrow Agreement, the Underwriting Agreement, Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement (*as defined hereafter*), any other agreement (whether entered into or to be entered into) to which it is a party in relation to the Offer, and the Offer Documents to be issued by the Company in relation to the Offer, 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 Offer, its logo and its other requisite details

(including address, contact and SEBI registration details) required under Applicable Laws, in the Offer Documents and in all such other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company 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:

a. Enter into the Cash Escrow and Sponsor Bank Agreement with the Company, the Promoter Selling Shareholders, the Book Running Lead Managers, the syndicate members and the Banker(s) to the Offer (including the Sponsor Banks) ("**Cash Escrow and Sponsor Bank Agreement**") in terms of which escrow and other accounts will be opened ("**Escrow Accounts**") wherein the Registrar shall comply with the instructions issued thereunder, and may issue requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement.

b. To enter into the Share Escrow Agreement with the Company, and the Promoter Selling Shareholders ("**Share Escrow Agreement**"), pursuant to which the Promoter Selling Shareholders shall prior to the filing of the RHP, open the Share Escrow Account ("**Share Escrow Account**") with the Registrar wherein the Promoter Selling Shareholders shall transfer the Offered Shares within the prescribed timelines, in terms of the Share Escrow Agreement. The Registrar shall operate the Share Escrow Account in terms of instructions of the Promoter Selling Shareholders issued under the Share Escrow Agreement and also ensure that the respective portion of the Offered Shares offered by each of the Promoter Selling Shareholders are transferred to and from the Share Escrow Account in accordance with the Share Escrow Agreement.

c. Enter into the Syndicate Agreement with the Company, the Promoter Selling Shareholders and members of the Syndicate ("**Syndicate Agreement**") and provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and the Underwriting Agreement, if entered into, between the Company, the Promoter Selling Shareholders, the BRLMs and the members of the Syndicate ("**Underwriting Agreement**").

d. Enter into any other agreement with the Company, the Promoter Selling Shareholders, 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;

e. If applicable, liaise with the Depositories on behalf of the Company and the Promoter Selling Shareholders 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.

f. Liaise with the Company to facilitate dematerialization of the Equity Shares held by each of its existing Shareholders, including but not limited to the Promoter Selling Shareholders, other Promoters and the members of the Promoter Group prior to the filing of the DRHP.

g. Facilitating conversion, if required of any outstanding convertible securities held by the existing Shareholders of the Company if any, including the Promoter Selling Shareholders, to Equity Shares prior to or post the filing of the DRHP, as may be required under Applicable Law.

h. Provide detailed instructions to the SCSBs, members of Syndicate, Collecting Depository Participants ("**CDPs**"), sub-Syndicate members/agents, registrars and transfer agents registered with SEBI ("**RTAs**") and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the "**Designated Intermediaries**") and Banker(s) to the Offer (including the Sponsor Banks) including the format and timeline of receipt of information.

i. Finalize with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers and provide intimation on the amount of processing fees and/or commission payable

to SCSBs and the Sponsor Banks and brokerage and selling commission for the members of the Syndicate, Registered Brokers, sub-Syndicate members/agents, RTAs and CDPs and other Designated Intermediaries, as applicable and the basis of such commission.

j. 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.

k. Accept and collect complete ASBA Forms.

l. Liaise with the Designated Intermediaries and the Sponsor Banks to carry out the required steps for the purposes of the Offer.

m. Ensure that with respect to the UPI Bidders bidding through the UPI Mechanism (upto ₹ 0.50 million), the relevant Designated Intermediaries do not undertake physical movement of the ASBA Forms to the SCSBs.

n. Intimate the Designated Intermediaries and the Sponsor Banks before opening of the Offer, the amount of processing fees payable to SCSBs and the Sponsor Banks with respect to the syndicate, ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, the basis of the commission/processing fees payable, the Bid/Offer Opening Date and Bid/Offer Closing Date and time, including details of revision in Price Band, Floor Price, Bid/Offer Period.

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

p. Provide inputs for finalizing the Banker(s) to the Offer for *inter alia*: (i) collection of application money from the Anchor Investors in the Escrow Account, (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors, and (iv) assist in identification of the collecting branches at the collection centres, finalised.

q. 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: Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self-Certified Syndicate Banks eligible as issuer banks for UPI; at https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&intmId=40, or such other link as updated from time to time.

r. Follow-up with the Sponsor Banks (through the Designated Stock Exchange) and others, Banker(s) to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconcile any data mismatches with the Sponsor Bank, Banker(s) to the Offer 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.

s. Submitting the details of cancelled/withdrawn/deleted applications made through the UPI Mechanism to SCSB's on a daily basis within 60 minutes of Bid closure time from the Bid/Offer Opening Date till Bid/Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI RTA Master Circular.

t. In accordance with the UPI Circulars, it shall ensure that, to the extent applicable, systemic and procedural arrangements are made to ensure that Bids by all ASBA Bidders, irrespective of the

category of Bidder or mode of application, are processed only after the application monies are blocked in the Bidder's bank account.

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

v. It shall follow up with the SCSBs to receive pending applications for unblocking submitted with it, not later than 5.00 pm IST, on the next Working Day following the finalization of Basis of Allotment in accordance with the SEBI RTA Master Circular, as amended.

w. Submitting the bank-wise pending UPI applications for unblocking the SCSBs along with the allotment file, not later than 6:30 p.m. IST on next Working Day following the finalisation of the Basis of Allotment. The Allotment file shall include all applications pertaining to full-Allotment/partial-Allotment/non-Allotment/cancelled/withdrawn/ deleted applications etc. and receipt of confirmation (in the prescribed format) from SCSBs on the same day, in accordance with the SEBI RTA Master Circular.

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

y. Assisting the BRLMs to ensure compliance of all post issue activities within such time as prescribed under the Applicable Laws.

z. 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.

aa. Provide the allotment/revoke files to the Sponsor Bank(s) in accordance with the UPI Circulars.

bb. Submit the bank-wise details pending UPI applications for unblocking to SCSBs along with the allotment file in accordance with the UPI Circulars. The Allotment file shall include all applications pertaining to full Allotment/partial-Allotment/non-Allotment/cancelled/withdrawn/deleted applications etc.

cc. 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.

dd. Ensure that the PAN details of the Bidders are linked with the Aadhaar and are in compliance with the Central Board of Direct Taxes notification G.S.R 112(E) dated February 13, 2020 and press release dated June 25, 2021.

ee. Review the sections related to Offer procedure in the Offer Documents and confirm their accuracy.

ff. 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 Offer.

gg. Validating the Anchor Bids received during the Anchor Investor Bid/Offer Period.

hh. To provide and specify the format to the Designated Intermediaries (authorized to accept and bid) as per information provided on the websites of the Stock Exchanges in relation to the Bid cum Application Form collected by such agencies or their representatives should be provided to the Registrar.

ii. 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 Offer 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, the Promoter Selling Shareholders and the Book Running Lead Managers.

jj. Collect, within the timelines provided under the circulars and regulations notified by the SEBI and in manner as specified by the Company, the Promoter Selling Shareholders 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 Banker(s) to the Offer 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/ Offer 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 on a daily basis;

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/ Offer 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 Banks 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, provisional certificates and final certificates from all centres 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 Offer. 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, the Promoter Selling Shareholders 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 Promoter Selling Shareholders, 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.

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

ll. 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, as amended.

mm. Advise the Designated Intermediaries through each of the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data.

nn. Prepare a physical book on the basis of Bids received from Anchor Investors and deliver the same to the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

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

pp. On closure of the Offer, 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.

qq. 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.

rr. To collect from the SCSBs, the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the Book Running Lead Managers, in each case within the timelines prescribed by SEBI.

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

tt. 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.

uu. To follow and complete all processes provided in the Offer Documents and General Information Document required to be provided to the investors in accordance with SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2020/37 dated March 17, 2020, issued by SEBI, as amended from time to time;

vv. Submit the details of cancelled/withdrawn/deleted applications to SCSB's on a daily basis within an hour of bid closure time from the Bid/ Offer Opening Date till Bid/ Offer Closing Date by obtaining the same from the Stock Exchanges. Registrar shall keep a track of details of unblock of applications received from SCSBs, on a daily basis, in the format prescribed in the SEBI ICDR Master Circular. The Registrar shall further (i) prepare a list of SCSBs who do not provide a confirmation, (ii) prepare and assist the BRLMs in computing compensations payable in accordance with such circular; and (iii) follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in such circular.

ww. Collect and maintain records of the requisite certificate from the SCSBs in accordance with the SEBI ICDR Master Circular and in format prescribed thereunder. The Registrar shall also

provide the consolidated compliance of all SCSBs to the BRLMs for onward submission to SEBI as and when sought.

xx. Inform the Designated Intermediaries and the BRLMs of any errors in the Bid details, along with advice to send the rectified data within a specified date.

yy. Complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies.

zz. 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.

aaa. The Registrar acknowledges and shall comply with the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 and the SEBI master circular SEBI/HO/AFD-2/CIR/P/2022/175 dated December 19, 2022, each 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.

bbb. At the time of finalization of the Basis of Allotment, the Registrar shall verify the PAN, issued by the Income Tax Department of India, and check compliance for SEBI circular no. IMD/FPIC/CIR/P/2018/114 dated July 13, 2018, 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 Offer to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended within the timelines for issue procedure, as prescribed by SEBI from time to time.

ccc. Validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, the SEBI ICDR Master Circular, and the UPI Circulars on the basis of which the Basis of Allotment will be finalised, and ensure compliance with all applicable regulations and guidelines including the UPI Circulars (collectively, the "**Relevant SEBI Circulars**").

ddd. 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.

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

fff. 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.

ggg. To prepare and assist BRLMs in computing the compensation payable in accordance with paragraphs 44 and 49 of the SEBI RTA Master Circular.

hhh. 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.

iii. Communicate to the Company, the Promoter Selling Shareholders 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 Offer in a timely manner.

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

kkk. Assisting the BRLMs, the Company and each of the Promoter Selling Shareholders to ensure compliance of all post Offer activities within timelines as prescribed under Applicable Laws

lll. 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.

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

nnn. 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.

ooo. Follow and complete all processes as specified in the Offer Documents.

ppp. 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 Day (before 6 p.m.) from the Bid/ Offer Closing Date. To also provide exceptions, if any, to enable the Company, the Promoter Selling Shareholders and the Book Running Lead Managers to take decision on the Bids.

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

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

sss. Follow up with the SCSBs and the Banker(s) to the Offer (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.

ttt. Reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank and SCSBs.

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

vvv. Screen, identify and list out Bid cum Application Forms with technical errors, multiple applications or those that are liable for rejection in accordance with the Offer Document and as per the directions of SEBI, the Stock Exchanges and other relevant government bodies and reject such applications in consultation with the Company, the Promoter Selling Shareholders 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 its enclosures.

www. 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 Offer Documents.

xxx. Prepare and provide correct data in time, and on the Bid/ Offer Closing Date or such other period as may be prescribed by Applicable Laws, to enable finalization of the basis of allocation and/or the Basis of Allotment after proper rejections of invalid or incorrect applications as per the RHP and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers, and the Designated Stock Exchange for timely approval of the Basis of Allotment, and finalizing the list of persons entitled to Allotment of Equity Shares.

yyy. Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor bank (through the Stock Exchanges) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the UPI Bidder's account. The Sponsor bank, based on the mandate approved by the UPI Bidders at the time of blocking of funds, will raise the debit / collect request from the UPI Bidder's bank account, whereupon the funds will be transferred from UPI Bidders account to public issue account and remaining funds, if any, will be unblocked without any manual intervention by RII or his / her bank.

zzz. 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 Offer and any other pre and post-Offer related stationery.

aaaa. 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 RTA Master Circular any subsequent circulars or notifications issued by SEBI in this regard each as amended.

bbbb. Prepare a list of Bidders entitled to Allotment of the Equity Shares and prepare instructions for unblocking and/or transfer of funds from the SCSBs, Sponsor Banks, Escrow Accounts and relevant ASBA Accounts to the Public Offer Account and the Refund Account, as applicable and prepare the CAN and Allotment Advice in consultation with the Company, the Promoter Selling Shareholders 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 and the Promoter Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre- Offer 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-Offer capital (except the Offered Shares to the extent Allotted pursuant to the Offer) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be held 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, and each of the Selling Shareholder's 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.

cccc. 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 BRLMs;
(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 Offer Account from each blocked account, in accordance with the terms of this Agreement, the RHP, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and

(v) particulars relating to rejected/withdrawn/unsuccessful Bids.

dddd. Immediately inform the Company, the Promoter Selling Shareholders and the BRLMs in case of any requests for withdrawals during the Bid/ Offer Period and maintain details of Bids submitted by the Bidders which have been withdrawn during the Bid/ Offer Period, to the extent applicable and inform Bidders placing withdrawal requests with the Registrar to co-ordinate with the relevant Designated Intermediaries.

eeee. Assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the 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 Offer Documents.

ffff. To complete and follow all processes indicated in the Offer Documents.

gggg. 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 finalization 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 requisite money to Public Offer Account (including for eventual credit to the Company) within the timelines prescribed under paragraphs 44, 48, 49 and annexure 34 of the SEBI RTA Master Circular, , read with the SEBI ICDR Master Circular 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 Offer 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 Offer Account in accordance with the terms of this Agreement, the Cash Escrow and Sponsor Bank Agreement and the Offer Documents 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 Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case maybe.

hhhh. 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 Offer and the SCSBs.

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

jjjj. 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.

kkkk. Ensure that Allotment made is correct and timely uploading of the correct file in the depository system is made.

llll. Give instructions to the Depositories to carry out lock-in for the pre- Offer share capital and receive confirmation from the Depositories.

mmmm. 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 Offer Documents subject to certain cases kept in abeyance in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers and assist the Company, the Promoter Selling Shareholders and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges or any other filings under Applicable Laws. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents and maintaining proper records of such refunds.

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

oooo. To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA Account funds, as applicable, with Stock Exchange(s).

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

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

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

ssss. 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.

tttt. Ensure that all steps for completion of the necessary formalities for listing and commencement of trading of Equity Shares at the Stock Exchanges, are taken within three Working Days from the date of closure of the Offer or within the timeline as prescribed by SEBI.

uuuu. To enter into any other agreement with the Company, the Promoter Selling Shareholders, the BRLMs, 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.

vvvv. Finalize various post-Offer monitoring reports such as the final post- Offer monitoring report, along with relevant documents / certificates, in consultation with the post- Offer BRLMs, the Promoter Selling Shareholders 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 Syndicate, the SCSBs and the Sponsor Bank.

wwww. Provide data to assist the Company, the Promoter Selling Shareholders 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, the Promoter Selling Shareholders and the Book Running Lead Managers within the specified time in the newspapers where pre-Offer, Bid/Offer Opening and Bid/Offer Closing advertisements appeared earlier.

xxxx. 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, the Promoter Selling Shareholders and the Book Running Lead Managers as provided for in the Offer 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.

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

zzzz. Ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such longer period prescribed under Applicable Laws and are made available to the Company at regular intervals.

aaaaa. Assist the Company, the Promoter Selling Shareholders 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.

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

ccccc. Provide in a timely manner all accurate information to be provided by it under this Agreement, including providing the Book Running Lead Managers, the Promoter Selling Shareholders, and the Company with detailed data so as to understand the share in commissions between the Book Running Lead Managers and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges.

ddddd. Provide weekly reports to the Company, the Promoter Selling Shareholders 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, the Promoter Selling Shareholders and the Book Running Lead Managers.

eeeee. In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts / UPI linked bank accounts / issue instructions for refund (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 Relevant SEBI Circulars) and the Offer Documents.

fffff. Ensure timely deposit of the Offered Shares in the Share Escrow Account in accordance with the Share Escrow Agreement.

ggggg. Give instructions to transfer the funds from the Escrow Accounts to the Public Offer Account, for eventual credit to the Company in accordance with the Offer Documents and Applicable Laws.

hhhhh. Coordinate with the Refund Banks for dispatch of refunds in relation to Bids by Anchor Investors in case of failure of the Offer and also when the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.

iiiii. Coordinate with the Sponsor Bank, SCSBs, Stock Exchanges, the BRLMs, Registered Brokers, NPCI etc. for completing the post- Offer related formalities in relation to the Offer in accordance with Applicable Laws.

jjjjj. In accordance with the 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 or rejected (to the extent they are unsuccessful or rejected).

kkkkk. Initiate corporate action to Allot Equity Shares to the successful Bidders, including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Company.

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

mmmmm. 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 BRLMs 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 Offer 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 ICDR Master Circular and as disclosed in the Offer Documents. The payment to SCSBs shall be made in accordance with the SEBI RTA 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.

nnnnn. The Registrar shall continue to be responsible to collect information from the SCSBs and other Designated Intermediaries as may be requested by the BRLMs or the Company, in accordance with the UPI Circulars, including the annexures and certificate, and in terms of the SEBI RTA Master Circular. Upon receipt of such certificate and annexures, the Registrar shall maintain a record of the same and the consolidated compliance of all SCSBs shall be provided by the Registrar to the Book Running Lead Managers on the next working day following the finalization of basis of allotment by the Registrar ("**BOA+1**"), or such other timelines as may be prescribed in terms of the UPI Circulars.

ooooo. Forward exception report to the Stock Exchanges for dissemination to the Syndicate Members not later than one Working Day from the Bid/ Offer Closing Date.

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

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

rrrrr. 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 RoC).

vi. Cross reference register.

vii. Postal journal for documents mailed.

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

ix. Any other registers and/ or data as may be requested by the Company and/ or the BRLMs in relation to the Offer.

sssss. To ensure that at the time of the finalization of Basis of Allotment, the PAN of each successful Bidder is linked with his/her Aadhaar card.

ttttt. 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 Offer 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, the Promoter Selling Shareholders and the Book Running Lead Managers.

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

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

ii. 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; and

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

vvvvv. 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 BRLMs, and the investor grievance is resolved based on the Bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping.

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

xxxxx. To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI ICDR Master Circular, UPI Circulars, and SEBI RTA Master Circular.

yyyyy. Provide assistance to the Company, the Promoter Selling Shareholders 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.

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

aaaaaa. Provide data on demand to the Company, each of the Promoter Selling Shareholders and the BRLMs for filings with regulatory authorities, if any.

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

cccccc. Any or all other activities though not specifically covered in this Agreement yet required for purpose of the Offer, including complying with T+3 listing regulations and any other regulatory requirements.

dddddd. 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.

eeeeee. To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to RIIs in an initial public offering in terms of the SEBI ICDR Master Circular;

8. In connection with the Offer, 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 Banks and the Registered Brokers, SEBI registered RTAs, CDPs and bid as per information provided on the websites of the Stock Exchanges in respect of the Offer, the data/information received from the Sponsor Bank, the Escrow Collection Banks 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 and data received from the Banker(s) to the Offer / Escrow Collection Banks;

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 the rejected, withdrawn or unsuccessful Bid cum Application Forms;

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

f. 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;

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

h. demographic details of Bidders obtained from concerned Depositories;

i. terms and conditions of the Offer of the Equity Shares;

j. particulars relating to the requisite money to be transferred to the Company and Promoter Selling Shareholders' accounts;

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 Offer;

n. particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts of the Bidders against valid Bids and the funds to be unblocked to the Bidders;

o. particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries;

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

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

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

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

t. unblocking intimation, as applicable, dispatched to ASBA Bidders;

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

v. particulars relating to the requisite money to be transferred to the accounts of the Company and the Promoter Selling Shareholders against valid Bids;

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

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

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

z. reconciliation between funds deposited with the Bankers to the Offer or any of their correspondent banks and total of amounts stated in the Anchor Investor Application Form;

aa. 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 Offer on a regular basis to and as required by the Company, the Promoter Selling Shareholders and the BRLMs;

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

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

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

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

ff. 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;

gg. records of pre-printed Offer stationery, including CAN (if any), Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

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

ii. 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;

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

kk. particulars relating to the requisite money to be transferred to the Company accounts;

ll. such other records as may be specified by SEBI, the Company, the Promoter Selling Shareholders, 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 Offer; and

mm. to assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, 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 procure and 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, the Promoter Selling Shareholders 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 hereafter*) about the Company, the Promoter Selling Shareholders or the Offer or the demographic details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

"**Confidential Information**" shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of

Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs, the Company and the Promoter Selling Shareholders, 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/ senior managerial personnel, employees and officers and auditors and advisors of the Company or the Promoter Selling Shareholders, names, addresses, telephone numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, 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 documents, 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, the Promoter Selling Shareholders and the BRLMs in writing. The provision of this Clause 9 shall survive the date of termination or expiration of this 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 Offer 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 Offer with the details of the monies and any surplus amount to be refunded to the Bidders and/or Anchor Investors.

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 be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries, Sponsor Banks and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.

13. The Registrar shall ensure that:

    a. Investors shall be sent the first response within three Working Days after receipt of complaint, or any earlier time as may be prescribed under Applicable Laws and redress complaints within 5 days of receipt of the complaint, or such earlier time as may be prescribed under Applicable Law, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be addressed/ resolved on the date of receipt of the complaint;

    b. the enquiries and/or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;

    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) in accordance with Applicable Laws. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8 p.m. IST on the day when Basis of Allotment has to be finalized and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 5 p.m. IST on the next Working day after the finalization of the Basis of Allotment

(or such other timeline as may be prescribed under Applicable Laws or the SEBI RTA Master Circular). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall ensure that unblocking is completed in accordance with the timelines prescribed under Applicable Laws including the SEBI RTA Master Circular, in this regard;

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

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 Laws;

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, the Promoter Selling Shareholders and the Company including on the nature and status of all investor grievances;

j. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;

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

l. it shall be the sole responsibility of the Registrar to procure and collect the final certificates from all SCSBs, Bankers to the Offer, Escrow Collection Banks and the Sponsor Banks, as the case may be, within two Working Days from the Bid/Offer Closing Date; and

m. It shall be its sole responsibility for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement

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

a. creation of false market;

b. price rigging or manipulation;

c. passing of unpublished price sensitive information to any third party including without limitation brokers, members of the Stock Exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors or the Company or the Promoter Selling Shareholders; 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.

15. 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.

16. 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 offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws;

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

e. it will immediately notify the Company, the Promoter Selling Shareholders 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 RTA 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; and

i. it shall procure the mobile numbers and email addresses of the Bidders for sending SMS and e-mails for the information provided by the Depositories and/or by the Sponsor Banks.

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

k. to send SMS to ASBA Bidders for blocking of funds at the time of application and for unblocking of funds in case of no or partial Allotment of Equity Shares.

l. To provide an estimate of the costs required to send the SMS and e-mails as mentioned hereinabove to the Company no later than the Bid/Offer Closing Date. The Company shall make the requisite payment to the Registrar no later than the date of finalization of the Basis of Allotment.

17. The Registrar confirms that neither it nor any of its directors, managers or employees, consultants or agents shall, either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading.

18. Immediately on receiving instructions from the Company and/ or Promoter Selling Shareholders and/or the Book Running Lead Managers, in accordance with the Cash 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 Offer Documents. In this regard, it is clarified that the Promoter Selling Shareholders shall be responsible for providing instructions only in relation to their respective proportion of the Offered Shares. If the Company and/or each of the Promoter Selling Shareholders in respect of its respective portion of the Offered Shares in accordance with the Offer Agreement, as the case may be 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 Offer Documents on duly receiving the instruction to do so from the Company, the Promoter Selling Shareholders and/or the BRLMs, or not dispatching the Allotment letters/refund orders/unblocking intimation to the applicants in time, the Registrar shall be liable to indemnify the Company and the Promoter Selling Shareholders for all the costs incurred by the Company and the Promoter Selling Shareholders 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, the Promoter Selling Shareholders' Indemnified Parties, in accordance with this Agreement and the Letter of Indemnity, from any compensation/damage, loss etc. incurred by the BRLMs' Indemnified Parties or the Company Indemnified Parties or the Promoter Selling Shareholders' 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 Offer 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. For the avoidance of doubt, subject to applicable law, none of the Promoter Selling Shareholders shall be responsible or liable to pay interest for any such delay or default.

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

20. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the Book Running Lead Managers and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and the Promoter Selling Shareholders) 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 and the Promoter Selling Shareholders. The Company agrees that it will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 21 below).

21. The Registrar will handle the Offer and Assignment related work from its office at C-101, 1st Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.

22. The Registrar shall liaise with the Promoter Selling Shareholders to ensure that the Equity Shares offered as part of the Offer for Sale are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement.

23. 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 such that Allotment is completed within prescribed timeline. The Company and Promoter Selling Shareholders shall also extend all necessary assistance to the Registrar in such matters.

24. The Company and/or the Promoter Selling Shareholders 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.

25. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to the 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- ordinate with intermediaries for unblocking of investors' funds and other regulated formalities.

26. The Registrar shall extend all necessary support to the Company, the Promoter Selling Shareholders, 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).

27. The post-Offer 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 BRLMs on behalf of the Company within one Working Day from the date of closure of the Offer and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and Refund Bankers.

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 Offer Documents, in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.

30. The Company and the Promoter Selling Shareholders shall ensure that requisite funds are made available to the Registrar for postage, mailing charges for dispatching of Allotment letters/Allotment advice and other materials, well in advance, within such time as prescribed by the SEBI from time to time, 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/or the Promoter Selling Shareholders and shall share the same with the Company and the Promoter Selling Shareholders within three days from the date of receipt of request from the Company and the Promoter Selling Shareholders and also agrees to return the excess funds to the Company and the Promoter Selling Shareholders , as applicable, in accordance with Applicable Laws. The Promoter Selling Shareholders shall reimburse to the Company; in the event any amount is paid by the Company on behalf of the Promoter Selling Shareholders in relation to the Offer in the manner agreed in the Offer Agreement.

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 payable post completion of the Offer, shall be as specified in **Schedule III** after deducting all taxes, duties and levies as per Applicable Laws. Unless otherwise agreed between the Company, all payments under this Agreement shall be made to the Registrar by the Company (in the first instance). The Offer related expenses shall be shared by the Company and the Promoter Selling Shareholders in the manner set out in the Offer Agreement. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company (by itself or on behalf of the Promoter Selling Shareholders), 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 the Promoter Selling Shareholders and provide certificates as may be requested by the Book Running Lead Managers, including at the stage of closure of the Offer, 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, (man-made or natural) or other calamity 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 endeavours 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. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party's obligations is suspended. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 10 Working Days from the date on which the event of force majeure occurs, then any of the Parties shall be entitled to terminate this Agreement by giving 10 Working Days' notice to the other Parties of its intention to so terminate this Agreement. However, the Registrar shall continue to be responsible for the services detailed herein till effective termination of the Agreement. The Company and the Promoter Selling Shareholders may terminate this Agreement upon receipt of such a notice from the Registrar.

35. The Company and/or Promoter Selling Shareholders in respect of themselves 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, or 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. In such an event, the Registrar shall duly compensate the Company and each of the Promoter Selling Shareholders for any loss suffered due to the cancellation /suspension of the certificate of registration of the Registrar by SEBI or any other authority.

36. In the event the Company and/or and the Promoter Selling Shareholders, in consultation with the Book Running Lead Managers, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid in accordance with the Offer Agreement, and only to the extent of services rendered by it until such termination. Further, the Company or the Promoter Selling Shareholders may, terminate this Agreement with or without cause, upon giving seven days' notice to the Registrar of their intention to so terminate the Agreement and the Registrar would be paid in accordance with the Offer Agreement and only to the extent of services rendered by it until such termination. It is clarified that the termination of this Agreement by one Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Promoter Selling Shareholders. It is also clarified that,

if one or more of the Promoter Selling Shareholders withdraw their portion of the Offered Shares from the Offer, this Agreement shall stand terminated only with respect to such Promoter Selling Shareholders.

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 and the Promoter Selling Shareholders or their newly appointed Registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer. 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 send the first response to the investors within three Working Days after receipt of complaint, or any earlier time as may be prescribed under Applicable Laws and redress complaints of the Bidders within five days (or such earlier time as may be prescribed under Applicable Laws) of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and the Promoter Selling Shareholders shall extend necessary co-operation (to the extent that the necessary co-operation pertain to itself and its Offered Shares) to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, the Promoter Selling Shareholders and Book Running Lead Managers in a mutually agreeable format. Similar status reports should also be provided to the Company and the Promoter Selling Shareholders, 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, SEBI RTA Master Circular and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and the Promoter Selling Shareholders in any other business of the Company and the Promoter Selling Shareholders in any manner whatsoever.

40. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service or failure to perform any service and/or not being performed to the satisfaction of the Company or the Promoter Selling Shareholders, 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, the Promoter Selling Shareholders' Indemnified Parties and each of the BRLMs' Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and/or the Promoter Selling Shareholders 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 and/or the Promoter Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within the timelines prescribed by SEBI from time to time upon being instructed by the Company**,** the Promoter Selling Shareholders 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, the Promoter Selling Shareholders 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 each of the Company Indemnified Parties, the Promoter Selling Shareholders' Indemnified Parties, and the BRLMs Indemnified Parties and each of their respective affiliates, advisors, successors, partners and each of their respective directors, officers, employees, management, representatives, permitted assigns and agents and their respective affiliates and each of the BRLMs' Indemnified Parties (individually referred to as the "**Indemnified Party**" and collectively as the "**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 against the Indemnified 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, wilful 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; and

(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 default 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.

44. The Registrar shall further indemnify, hold harmless and refund all costs incurred by each of the BRLMs Indemnified Parties in connection with or arising out of addressing investor complaints which otherwise would have been addressed by the Indemnifying Parties in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity or under applicable law including any interest, penalty, compensation or other amounts payable or paid by the BRLMs on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the applicable laws, including the SEBI RTA Master Circular and the SEBI ICDR Master Circular, or in connection with or arising out of investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the BRLMs Indemnified Parties is a party, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law, in each case as such expenses are incurred or paid.

45. 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 and the Promoter Selling Shareholders 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.

46. 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 and Promoter Selling Shareholders agree that Registrar shall have no liability to them for any Loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

47. 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, in accordance with the terms of which the Registrar shall indemnify and hold harmless each of the BRLMs' Indemnified Parties, provided, in case of a conflict between the Letter of Indemnity and this Agreement, in relation to the indemnity to the BRLMs' Indemnified Parties, the Letter of Indemnity shall prevail. The Registrar acknowledges and unconditionally and irrevocably agrees that all terms and conditions mentioned in this Agreement will apply to the Letter of Indemnity and that entering into this Agreement for performing its services to the Company and the Promoter Selling Shareholders is sufficient consideration for the Letter of Indemnity. The Letter of Indemnity shall survive the termination of this Agreement.

48. 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 and Promoter Selling Shareholders 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.

49. 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.

50. 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 electronic mail upon transmission thereof.

All notices to the Parties shall be addressed as under:

If to the Company:

HD FIRE PROTECT LIMITED
O-611, 6th Floor, Runwal R Square
Opp. Veena Nagar, L. B. S. Marg,
Mulund, West, Mumbai City,
Mumbai, Maharashtra, India, 400080
Tel: +91 (22) 35287000
E-mail: investors@hdfire.com
Attention: Sundaram Balasubramanian Iyer, Company Secretary and Chief Compliance Officer

If to the Registrar:

MUFG Intime India Private Limited
(Formerly known as Link Intime India Private Limited)
C-101, 1st Floor, Embassy247 ,
L.B.S. Marg, Vikhroli (West)
Mumbai – 400 083
Maharashtra, India
Tel: +91 022 4918 6000
E-mail: haresh.hinduja@in.mpms.mufg.com
Attention: Haresh Hinduja-Head Primary Market

If to the Promoter Selling Shareholders:

Harish Narshi Dharamshi and Kusum Harish Dharamshi
O-611, 6th Floor, Runwal R Square
Opp. Veena Nagar, L. B. S. Marg,
Mulund, West, Mumbai City,
Mumbai, Maharashtra, India, 400080
Tel: +91 (22) 35287000
E-mail: harish@hdfire.com
Attention: Harish Narshi Dharamshi

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

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

51. The Parties agree that non-compliance of any of the covenants contained herein by any Party as determined by the Parties in writing shall be reported to the SEBI within seven days by the other Party(ies) which becomes aware of the non- compliance(s) and shall also be reported to all Parties immediately.

52. In the event of any claim, dispute or controversy arising between the Company and/or the Promoter Selling Shareholders and the Registrar under this Agreement, including without limitation, the execution, validity, existence, interpretation, implementation, termination or expiration, breach or alleged breach of this Agreement (the "**Dispute**"), the Company, the Promoter Selling Shareholders and the Registrar (the

"**Disputing Parties**"), if the resolution of the Dispute through the Securities and Exchange Board of India (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with the circular dated July 31, 2023 bearing reference SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131, circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and as consolidated pursuant to the SEBI master circular bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 dated December 28, 2023 ("**SEBI ODR Circular**") issued by the Securities and Exchange Board of India (collectively "**SEBI ADR Procedures**"), as amended from time to time, and in force at the time of the Dispute, is mandatory under the Applicable Laws, or applicable to the Disputing Parties under the law applicable to this Agreement in connection with the Issue, shall resolve the Dispute through the dispute resolution mechanism and procedures in accordance with the mechanism prescribed under Paragraph 3(b) of the SEBI ADR Procedures.

53. If the resolution of the Dispute through the SEBI ADR Procedures is not mandatory under the Applicable Laws, or not applicable to the Disputing Parties under the law applicable to the Agreement in connection with the Offer, the Disputing Parties shall provide a written notice ("**Dispute Notice**") to the other party(ies) that a Dispute has arisen and invite the other party in the first instance to resolve the Dispute through mediation. All Disputes which remain unresolved for a period of seven Business Days after receipt of a Dispute Notice (or such longer period as the Disputing Parties may agree to in writing) shall be referred to and finally be resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre of International Arbitration ("**MCIA Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

54. The arbitration administered under the MCIA Rules at Clause 53 above shall be conducted as follows:

(a) all proceedings in any such arbitration shall be conducted in the English language;

(b) all Disputes between the Company and the Registrar arising out of or in connection with this Agreement shall be referred to or submitted to arbitration seated in Mumbai, Maharashtra, India;

(c) the arbitral tribunal shall comprise of three arbitrators. The claimants in the Dispute shall collectively appoint one arbitrator and the respondents in the Dispute shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator who shall act as the presiding arbitrator. In the event, the Disputing Party(ies) fail to appoint an arbitrator, or the nominee arbitrators fail to appoint the presiding arbitrator as provided herein, such arbitrator(s) shall be appointed in accordance with the MCIA Rules. The arbitrators so appointed shall have at least three years of relevant expertise in the area of securities and/or commercial laws;

(d) the arbitrators shall have the power to award interest on any sums awarded;

(e) the arbitration award shall state the reasons on which it was based;

(f) the arbitration award shall be final, conclusive and binding on the Company and the Registrar and shall be subject to enforcement in any court of competent jurisdiction;

(g) the Disputing Parties shall share their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;

(h) the arbitrators may award to a Disputing Party that substantially prevails on merits, its costs and actual expenses (including actual fees of its advocates and arbitration proceedings); and

(i) the Disputing Parties shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced pursuant to this Agreement.

55. Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Company and, or the Registrar under this Agreement.

56. Subject to the above clauses 51, 52, 53 and 54, all disputes, if any arising out of the Assignment shall be subject to the courts having sole and exclusive jurisdiction in Mumbai, Maharashtra, India 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.

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

58. 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).

59. 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 Offer, provided that clauses 3(b), 3(d), 3(e), 3(h), 3(k), 7(jj), 7 (aaaa), 8, 9, 13, 14, 15, 16, 17, 23, 35, 38, 39, 41, 42, 43, 44, 45, 49, 50, 51, 52, 53, 54, 55, 56, this clause 58, 59 and 63 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 Offer, as applicable. The Registrar shall extend all such support as may be required by the Company or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the Registrar to the Offer.

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

61. 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.

62. 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 Offer 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 'Offer' and 'Offered Shares', shall be construed accordingly.

63. 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 among the Company, the Promoter Selling Shareholders and the Registrar to the Offer

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 HD FIRE PROTECT LIMITED

HD FIRE PROTECT LIMITED

Authorized Signatory

Name: Miheer S. Ghotikar
Designation: Whole time Director

This signature page forms an integral part of the Registrar Agreement entered into among the Company, the Promoter Selling Shareholders and the Registrar to the Offer

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

SIGNED BY PROMOTER SELLING SHAREHOLDER

Harish Narshi Dharamshi

Place: Thane
Date: September 24, 2025

This signature page forms an integral part of the Registrar Agreement entered into among the Company, the Promoter Selling Shareholders and the Registrar to the Offer

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 PROMOTER SELLING SHAREHOLDER

K H Dharamshi

Kusum Harish Dharamshi

Place: Mumbai
Date: September 24, 2025

This signature page forms an integral part of the Registrar Agreement entered into among the Company, the Promoter Selling Shareholders and the Registrar to the Offer

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 MUFG INTIME INDIA PRIVATE LIMITED
(formerly Link Intime India Private Limited)

Authorized Signatory

Name: Dhawal Adalja
Designation: Vice President – Primary Market

Appendix A

Sr. no.	Name of Selling Shareholder	Number of Shares offered	Date of Consent
1.	Harish Narshi Dharamshi	Up to 8,983,700 Equity Shares of face value of ₹5 each	June 17, 2025
2.	Kusum Harish Dharamshi	Up to 17,300,800 Equity Shares of face value of ₹5 each	June 17, 2025

SCHEDULE I

Registration certificate held by the Registrar

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता

फार्म ख
FORM B

REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS

भारतीय प्रतिभूति और विनिमय बोर्ड

SECURITIES AND EXCHANGE BOARD OF INDIA

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

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

(विनियम 6)

(Regulation 6)

00 44 50

रजिस्ट्रीकरण का प्रमाणपत्र

CERTIFICATE OF REGISTRATION

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

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

MUFG INTIME INDIA PRIVATE LIMITED
C-101 1ST FLOOR, 247 PARK,
LBS MARG, VIKHROLI WEST
MUMBAI - 400083, MAHARASHTRA INDIA

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

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

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

II. Registration Code for the registrar to an issue and share transfer agent is **INR000004058**

This certificate of Registration shall be valid from 05/12/2024, unless Suspended or cancelled by the Board (Certificate re-issued w.e.f 29.01.2025)

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

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

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

स्थान Place **Mumbai**

तारीख Date **January 29, 2025**

Narendra Rawat
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

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

SCHEDULE II

Allocation of activities pertaining to the Assignment 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 Offer and in the post- Offer process, as may be directed by the Company, the Promoter Selling Shareholders, or the Book Running Lead Managers, to the Registrar.

S. No.	Activity	Party Responsible
I.	**PRE- OFFER WORK**	
1.	Finalization of the Bankers to Offer, 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.	**OFFER 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 centres designated by the Company and the Promoter Selling Shareholders including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	Collection of Bid cum Application Forms from the Designated Intermediaries	Registrar
6.	On Bid/ Offer Closing Date, collect the bid file from the 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 Offer	Company/ Registrar
8.	Preparing Underwriter statement in the event of under subscription after the Offer 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	Registrar

S. No.	Activity	Party Responsible
	them for control purposes	
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 Offer, 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
17.	Eliminating invalid Bids and Bids below Offer Price	Registrar
18.	Uploading of beneficiary account details to Depositories	Registrar
19.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company, the Promoter Selling Shareholders 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, the Promoter Selling Shareholders in consultation with the BRLMs 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-Offer share capital and receive confirmation from the Depositories	Registrar
23.	Finalizing Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/Registrar
24.	Preparation of fund transfer schedule based on the approved allotment	Registrar
25.	Preparation of list of allottees entitled to be allocated equity shares	Registrar
26.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
27.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
28.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid.	Registrar

S. No.	Activity	Party Responsible
	(b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account. (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts. (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and UPI Bidders, along with reasons for rejection of the Bids.	
29.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
30.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
31.	Credit to respective Demat accounts in time as specified in the RHP and SEBI ICDR Regulations	Registrar
32.	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
33.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
34.	Printing of Allotment Advice, cum refund intimation	Registrar
35.	Printing postal journal for dispatching Allotment Advice cum refund intimations	Registrar
36.	Printing of distribution schedule for submission to Stock Exchange	Registrar
37.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses.	Company
38.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
39.	Sending refund orders, as applicable, and refund to Bidders	Registrar
40.	Offer of duplicate refund orders, as applicable	Registrar
41.	Revalidation of refund orders, as applicable	Registrar
42.	Preparation of register of members and specimen signature cards (if required)	Registrar
43.	Overprinting of Allotment advice, cum refund intimation	Registrar
44.	Mailing of documents by registered post	Registrar
45.	Binding of application forms, application schedule and computer outputs	Registrar
46.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
47.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
48.	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
49.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
50.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
51.	To ensure that the Equity Shares are issued and transferred to	Registrar/ Company

S. No.	Activity	Party Responsible
	persons and entities in accordance with the provisions of the RHP and the Prospectus	
52.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Registrar/ Company
53.	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
54.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company, the Promoter Selling Shareholders and the Book Running Lead Managers.	Registrar
55.	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
56.	Finalizing various post- Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ the Promoter Selling Shareholders/ Book Running Lead Managers.	Registrar
57.	Registrar shall follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under Applicable Laws).	Registrar
58.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per the SEBI RTA Master Circular within the prescribed timeline.	Registrar
59.	Registrar shall prepare and assist the BRLMs in computing the compensation payable in accordance with SEBI RTA Master Circular	Registrar
60.	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 Offer.	Registrar
61.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post- Offer BRLMs	Registrar/SCSBs
62.	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
63.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file no later than 2:00 pm IST on the next day post finalization of the basis of allotment and receipt of confirmation (in the prescribed format) form SCSBs on the same day	Registrar
64.	To provide the allotment/revoke files to the Sponsor Bank on the day when the Basis of Allotment has to be finalized.	Registrar

SCHEDULE III

SCHEDULE OF FEES

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

Sr. No	Particulars	Unit	Rates (Rs.)
1	Processing Fees	(Sr. No 1-7) Rs.1/- for entire IPO process.	
2	Validating bid data with depositories		
3	Overprint Intimation advices		
4	Hosting allotment data on our website		
5	Basis of Allotment		
6	Listing related reports		
7	Attending and resolving Investors' queries		

Issuer would manage insurance coverage of the issue process, as required by SEBI.

Escrow Demat account charges- Rs 50,000/-

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/-.

Printing and stationery, postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.

Applicable taxes would be levied separately.

SCHEDULE IV

LETTER OF INDEMNITY

Date: [●]

To:

Ambit Private Limited
Ambit House, 449,
Senapati Bapat Marg, Lower Parel,
Mumbai, Maharashtra,
India, 400013

Anand Rathi Advisors Limited
11th floor, Times Tower,
Kamala City, Senapati Bapat Marg,
Lower Parel West, Mumbai,
Maharashtra, India, 400013

IIFL Capital Services Limited ***(formerly known as IIFL Securities Limited)***
24th Floor, One Lodha Place,
Senapati Bapat Marg, Lower Parel (W),
Mumbai, Maharashtra
India, 400013

(Ambit Private Limited, Anand Rathi Advisors Limited and IIFL Capital Services Limited *(formerly known as IIFL Securities Limited)* referred to as the "**Book Running Lead Managers**" or "**BRLMs**")

Re: Letter of indemnity (Letter of Indemnity) to the registrar agreement entered into amongst HD Fire Protect Limited (the "Company"), the Promoter Selling Shareholders and MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited),* (the "Registrar") dated September 24, 2025 as amended from time to time (the "Registrar Agreement")

Dear Sir(s),

1. The Company and the Promoter Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹ 5 each of the Company (the "**Equity Shares**"), comprising of an offer for sale of up to 26,284,500 Equity Shares (the "**Offered Shares**") by the Promoter Selling Shareholders ("**Offer for Sale**" or "**Offer**") in accordance with the Companies Act, 2013 along with the relevant rules framed thereunder, each as amended (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"), and other Applicable Laws (*as defined hereafter*) including the UPI Circulars (*as defined hereafter*) at such price as may be determined or discovered through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations (the "**Book Building Process**") and as agreed to by the Company in consultation with the BRLMs (the "**Offer Price**"). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI ICDR Regulations. The Offer includes sales of the Equity Shares outside of the United States in offshore transactions as defined in and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended ("**U.S. Securities Act**") and the applicable laws of the jurisdiction where those offers and sales occur. The Offer may also include allocation of Equity Shares to certain Anchor Investors, as determined by the Company in consultation with the BRLMs, on discretionary basis, in accordance with SEBI ICDR Regulations.

2. The Company has approached the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Registrar Agreement and in the manner as required under the various rules, regulations and circulars as applicable, framed by the Securities and Exchange Board of India (**"SEBI"**), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended, from time to time. The Registrar has been appointed as the Registrar and Share Transfer Agent to the Offer by the

Company, after consultation with the BRLMs, in accordance with Regulation 23(7) of the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the "**RTA Regulations**"). In this regard, the Registrar has entered into a Registrar Agreement dated September 24, 2025 with the Company. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to Application Supported by Blocked Amount ("**ASBA**") and Unified Payments Interface ("**UPI**") and other Applicable Laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment, listing and commencement of trading of the Equity Shares should be completed and is fully aware of its obligations and the consequences of any default or error on its part.

3. The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000004058 to act as a Registrar to the Offer (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Offer are hereinafter collectively referred to as the "**Assignment**" and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules, regulations and circulars notified and as prescribed by SEBI and other Applicable Laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Registrar Agreement. The Registrar further confirms that they shall immediately inform the Company and Book Running Lead Managers in case of change or any update in the status or registration. The IPO Committee of the Board by its resolution dated June 26, 2025, approved the appointment of MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited),* as the Registrar to the Offer.

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

5. The Registrar undertakes to the BRLMs that it shall act with due diligence, care, skill and in accordance with Applicable Law, within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this Letter of Indemnity and any other legal requirement applicable in relation to the Offer or there is an error by the Registrar in performing its obligations. The Registrar agrees that the duties, responsibilities, and obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis* and all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable to the BRLMs. 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 the event of inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.

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

   a. fully co-operate and comply with any instruction the BRLMs may provide in respect of the Offer including any instructions in relation to requirements in accordance with the SEBI RTA Master Circular no. SEBI/HO/MIRSD/POD-1/P/CIR/2024/37 dated May 7, 2024

   b. ensure compliance with applicable laws, including and not limited to the provisions of the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI Master Circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 along with the circular issued by the National Stock Exchange of India Limited having reference no. 23/2022 dated July 22, 2022 and reference no. 25/2022 dated August 3, 2022 and the notice issued by BSE Limited having reference no. 20220722- 30 dated July 22, 2022 and reference no. 20220803-40 dated August 3, 2022, and any subsequent circulars or notifications issued by SEBI or stock exchanges in this regard, the SEBI ICDR Regulations, the Companies Act, 2013, and RTA Regulations and any other applicable laws.

c. ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including the Relevant SEBI Circulars and UPI Circulars); and

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

7. The Registrar confirms that it has read and fully understands of all relevant provisions of the SEBI ICDR Regulations, the 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, listing and commencement of trading 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 Offer, 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, permitted assigns, intermediaries and agents and/or any other persons acting on its behalf and permitted assigns, and/or 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 issued in favour of the BRLMs.

9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees to indemnify and keep indemnified the BRLMs' Indemnified Parties, at all times, that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or any violation or alleged violation or failure, delay/default in compliance of any provision of law, regulation or order of any court, legal, governmental, 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, and upon first demand by the BRLMs indemnify, defend and hold each of 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, interest costs, charges and expenses, including without limitation, interest, penalties, legal expenses (including attorney's fees), accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach), actions, demands and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such BRLMs' Indemnified Party is a party to such claims liabilities or legal process; or arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory and/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 Party, including any fine imposed by SEBI and/or the Stock Exchanges or any other governmental, statutory, regulatory, judicial, quasi-judicial and/or administrative authority against the BRLMs or 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 any compensation, liabilities and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the Book Running Lead Managers including any interest and/or penalty on account of

delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI Master Circular no. SEBI/HO/CFD/PoD-1/P/CIR/2024/0154 dated November 11, 2024 and/or any other applicable laws and any subsequent circulars or notifications that may be issued by SEBI in this regard; or responding to queries relating to such services of the Registrar from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, governmental, administrative and/or regulatory authority or a court of law; or the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach or alleged breach actions, demands, and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLMs' Indemnified Party is a party to such suits, demands, proceedings, actions, losses, liabilities, claims, damages, writs, actions, awards, judgments, costs, charges and expenses.

10. The Registrar shall further upon first demand by the BRLMs, indemnify and refund on demand all costs, charges, interest, penalties, other professional fees and expenses, including without limitation, attorney fees and court costs incurred by each of the BRLMs' Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which 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, quasi-judicial, 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' Party may have at common law, equity and/or otherwise which may be made or commenced against or incurred by any BRLMs' Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, any Indemnifying Party in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.

12. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs. 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 to be issued in favour of the BRLMs.

13. The Registrar acknowledges and agrees that each of the BRLMs shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement and this Letter of Indemnity.

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

15. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this letter 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 its rights established herein.

16. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall

be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Letter of Indemnity. In the event any of the parties delivers a PDF format copy of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format or the execution of this Letter of Indemnity.

17. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, Maharashtra, India, shall have sole and exclusive jurisdiction over the disputes arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration and Conciliation Act, 1996.

18. The Parties, agrees and acknowledges that in accordance with SEBI master circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145 dated August 11, 2023 ("SEBI ODR Master Circular"), the Parties have elected to adopt online conciliation and online arbitration as the dispute resolution mechanism as described in this Letter of Indemnity. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer such dispute, difference of claim for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be administered by 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 (the "MCIA Arbitration Rules"). The MCIA Arbitration Rules are incorporated by reference into this Clause 16. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended by the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD1/P/CIR/2023/135 (together, the "SEBI ODR Circular"), the Parties have opted for arbitration in accordance with Clause 3(b) therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "Arbitration Act"), as amended or any re-enactment thereof and shall be conducted in English. The arbitration shall be conducted as follows: (a) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language and the seat and place of arbitration shall be Mumbai, India; (b) the tribunal shall consist of three arbitrators appointed by the Council of Arbitration of MCIA ("MCIA Council"); (c) each Disputing Party shall recommend one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the MCIA Arbitration Rules provided that, in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules; in any case, each of the arbitrators recommended by Disputing Parties shall have at least five years of relevant experience in the area of securities and/or commercial laws; (d) the arbitral tribunal shall have the power to award interest on any sums awarded; (e) the arbitration award shall state the reasons on which it was based; (f) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction; (g) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal; (h) the arbitral tribunal may award to a Disputing Party its costs and actual expenses(including actual fees and expenses of its counsel); (i) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and (j) subject to the foregoing provisions, the courts in Mumbai, Maharashtra, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

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

20. Any notice or other communication given pursuant to this Letter of Indemnity or the Registrar Agreement shall 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 or the Registrar Agreement 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:

Ambit Private Limited
Ambit House, 449,
Senapati Bapat Marg, Lower Parel,
Mumbai, Maharashtra,
India, 400013
Telephone: 022 6623 3030
E-mail: hdfire.ipo@ambit.co
Attention: Vikas Khattar**,** Managing Director, Co-Head of Investment Banking & Head- ECM & FSG Coverage

Anand Rathi Advisors Limited
11th floor, Times Tower,
Kamala City, Senapati Bapat Marg,
Lower Parel West, Mumbai,
Maharashtra, India, 400013
Telephone: +91 22 4047 7001
E-mail: hdfpl.ipo@rathi.com
Attention: Samir Bahl**,** CEO, Investment Banking

IIFL Capital Services Limited ***(formerly known as IIFL Securities Limited)***
24th Floor, One Lodha Place,
Senapati Bapat Marg, Lower Parel (W),
Mumbai, Maharashtra
India, 400013
Telephone: +91 22 4646 4728
E-mail: mb.compliance@iiflcap.com
Attention: Nipun Goel, Head – Investment Banking

In case of the Registrar:

MUFG Intime India Private Limited *(Formerly known as Link Intime India Private Limited)*
C-101, 1st Floor, Embassy 247 ,
L.B.S. Marg, Vikhroli (West)
Mumbai 400 083
Maharashtra, India
Telephone: +91 22 49186000
Email: haresh.hinduja@in.mpms.mufg.com
Attention: Mr. Haresh Hinduja, Head- Primary Markets

This signature page forms and integral part of the letter of indemnity to the Registrar Agreement by and amongst HD Fire Protect Limited, the Promoter Selling Shareholders and MUFG Intime India Private Limited (Formerly known as Link Intime India Private Limited)

For and on behalf of **MUFG Intime India Private Limited** *(Formerly known as Link Intime India Private Limited)*

Authorised Signatory
Name:
Designation:

This signature page forms and integral part of the letter of indemnity to the Registrar Agreement by and amongst HD Fire Protect Limited, the Promoter Selling Shareholders and MUFG Intime India Private Limited (Formerly known as Link Intime India Private Limited)

For and on behalf of **Ambit Private Limited**

Authorised Signatory
Name:
Designation:

This signature page forms and integral part of the letter of indemnity to the Registrar Agreement by and amongst HD Fire Protect Limited, the Promoter Selling Shareholders and MUFG Intime India Private Limited (Formerly known as Link Intime India Private Limited)

For and on behalf of **Anand Rathi Advisors Limited**

Authorised Signatory
Name:
Designation:

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For and on behalf of **IIFL Capital Services Limited** *(formerly IIFL Securities Limited)*

Authorised Signatory
Name:
Designation: