



தமிழ்நாடு மில்லிநாடு TAMILNADU FIVE-STAR BUSINESS FINANCE LIMITED 567751  
08 NOV 2021  
R. LAKSHMANAN  
STAMP VENDOR  
L. C. No: 6/772/B3/96  
No: 261, E. V R ROAD  
AMINJIKARAI, CHENNAI 29

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED NOVEMBER 9, 2021 ENTERED INTO BY AND AMONG FIVE-STAR BUSINESS FINANCE LIMITED, SELLING SHAREHOLDERS SET OUT IN SCHEDULE IV AND KFIN TECHNOLOGIES PRIVATE LIMITED.



தமிழ்நாடு தமில்நாடு TAMILNADU

FIVE-STAR BUSINESS FINANCE  
LIMITED

CL 567752

08 NOV 2021

R. LAKSHMANAN  
STAMP VENDOR  
L. C. No: 6/772/B 3/96  
No: 261, E. V. R. ROAD  
AMINJIKARAI, CHENNAI 29

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT DATED NOVEMBER 9, 2021 ENTERED INTO BY AND AMONG FIVE-STAR BUSINESS FINANCE LIMITED, SELLING SHAREHOLDERS SET OUT IN SCHEDULE IV AND KFIN TECHNOLOGIES PRIVATE LIMITED.

**REGISTRAR AGREEMENT**

**DATED NOVEMBER 9, 2021**

**BY AND AMONG**

**FIVE STAR BUSINESS FINANCE LIMITED**

**AND**

**THE SELLING SHAREHOLDERS**

**AND**

**KFIN TECHNOLOGIES PRIVATE LIMITED**

This Registrar Agreement (the “**Agreement**”) is made at **Chennai** on the **9th** day of **November, 2021** by and among:

- (1) **FIVE STAR BUSINESS FINANCE LIMITED**, a company incorporated under the Companies Act, 1956 having its Registered Office at New No. 27, Old No. 4, Taylor's Road, Kilpauk, Chennai – 600 010, India (hereinafter referred to as “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;
- (2) **THE PERSONS NAMED IN SCHEDULE IV HERETO** (hereinafter referred to as the “**Selling Shareholders**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **SECOND PART**; and
- (3) **KFIN TECHNOLOGIES PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956, as amended and having its registered office at Selenium Tower B, Plot No. 31 & 32, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad 500 032, Telangana, India (hereinafter referred to as “**Registrar**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **THIRD PART**.

The Company, the Selling Shareholders and the Registrar are together referred to as “**Parties**”, and individually as “**Party**”, as the context may require.

#### **WHEREAS**

1. The Company and the Selling Shareholders (defined below) propose to undertake an initial public offering of equity shares of face value of ₹1 each of the Company (“**Equity Shares**”), aggregating up to ₹27,519.44 million, comprising of an offer for sale of Equity Shares held by certain shareholders (the “**Selling Shareholders**”) (the “**Offer**”), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations (the “**Offer Price**”). The Offer includes an offer (i) within India, to Indian institutional, non-institutional, and retail investors in compliance with the ICDR Regulations and in “offshore transactions” as defined in and in reliance on Regulation S (“**Regulation S**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”); (ii) within the United States, only to persons reasonably believed to be “qualified institutional buyers”, as defined in Rule 144A of the Securities Act (“**Rule 144A**”) under Section 4(a) of the Securities Act, and (iii) outside the United States and India, to institutional investors in “offshore transactions” as defined in and in reliance upon Regulation S under the Securities Act and the applicable laws of the jurisdictions where those offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined in the Offer Documents) by the Company and each of the Selling Shareholders in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations.
2. The board of directors of the Company (“**Board**”), pursuant to a resolutions dated September 8, 2021 and November 8, 2021, have approved and authorized the Offer. Further, pursuant to Section 62(1)(c) of the Companies Act, the Offer has been approved by a special resolution adopted by the Shareholders of the Company at the extraordinary general meeting of the Shareholders held on November 8, 2021.
3. Each of the Selling Shareholders has approved the Offer for Sale and has appointed the Company as their duly constituted attorney, by way of their respective board resolutions and consent letters, as applicable, for undertaking certain matters in relation to the Offer. The details of the authority of each of the Selling Shareholders for the Offer are provided in Schedule IV.
4. The Company and the Selling Shareholders have appointed the book running lead managers (the “**Book Running Lead Managers**” or “**BRLMs**”) to manage the Offer as the book running lead managers on an exclusive basis and the BRLMs have accepted the engagement in terms of the engagement letter (the

“**Engagement Letter**”) subject to the terms and conditions set forth thereon and subject to the execution of this Agreement.

5. The Company and the Selling Shareholders have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement and in the manner as required under the various rules, regulations and notifications, as applicable and notified by the Securities and Exchange Board of India (“**SEBI**”) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the “**SEBI Act**”).
6. The Registrar is an entity registered with SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”), having a valid and subsisting registration no. INR000000221 to act as a registrar to the Offer (the activities pertaining to the registrar to the Offer are being collectively referred to as the “**Assignment**”) and includes all responsibilities required to be discharged by the registrar to the Offer in the manner as required under the various rules and regulations as applicable, passed by the SEBI as empowered under the provisions of the SEBI Act, and the Registrar has accepted the Assignment as per the terms and conditions detailed in this Agreement. The Board by its resolution dated August 25, 2021 has approved the appointment of KFin Technologies Private Limited as the Registrar to the Offer as per the terms and conditions detailed in this Agreement.
7. In accordance with the SEBI ICDR Regulations, the ASBA process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Retail individual investors (“**RIIs**”) may also participate through the unified payment interface (“**UPI**”) process, in accordance with, and based on the timeline prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/D/2018/138 dated November 1, 2018 to be read with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019 and SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the “**UPI Circulars**”), and any other applicable law. The UPI Circulars have come into force from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI 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.
8. In terms of Regulation 9A(1)(b) of the SEBI RTA Regulations, the Registrar is required to enter into a valid agreement with the Company and the Selling Shareholders, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties have agreed to enter into this Agreement.
9. Further, the Company shall, to the extent permissible under the terms of this Agreement, instruct the Registrar to follow, co-operate and comply with the instructions given by the BRLMs.

**NOW THEREFORE, the Parties do hereby agree as follows:**

## **1. INTERPRETATION**

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 any replacement or novation 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) Reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns.
  - (h) References to an article, section, clause, paragraph, preamble, schedule or annexure or recitals is, unless indicated to the contrary, a reference to a section, clause, paragraph, preamble schedule or annexure or recitals, respectively of this Agreement.
  - (i) References to the Offer Documents (as defined hereafter) shall mean the Offer Documents as of their respective dates.
  - (j) References to the words “Working Day” shall mean any day, other than the second and fourth Saturdays of each calendar month, Sundays and public holidays, on which commercial banks in Mumbai are open for business, provided however, for the purpose of announcement of the Price Band and the time period between the Bid/Offer Closing Date and listing of the Equity Shares on the Stock Exchanges, “Working Days” shall mean all trading days of the stock exchanges, excluding Sundays and bank holidays in India in accordance with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/D/2018/138 dated November 1, 2018.
  - (k) Unless otherwise defined, the reference to the word ‘days’ shall mean calendar days.
  - (l) 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.
  - (m) The Parties acknowledge and agree that the Schedules and Annexures attached hereto form an integral part of this Agreement.
  - (n) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus issued in relation to the Offer, including any amendments, addenda or corrigenda issued thereto, to be filed with SEBI and the Registrar of Companies, Chennai at Tamil Nadu (the “**RoC**”) and also with BSE Limited and the National Stock Exchange of India Limited (together, the “**Stock Exchanges**”), as applicable, and the Offer Agreement to be executed between the Company, the Selling Shareholders and the BRLMs, as the case may be in relation to the Offer.
2. The Company and Selling Shareholders hereby appoint KFin Technologies 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 the authorised signatory. Notwithstanding anything contained to the contrary in this Agreement, (i) the rights and obligations of the Company and each of the Selling Shareholders hereunder shall be several and not joint and none of the Selling Shareholders shall be liable, directly or indirectly, for the obligations of the Company or the Registrar or any of the other Selling Shareholders, as the case may be; (ii) the rights and obligations of each of the Selling Shareholders under this Agreement are several and not joint; and (iii) no Party shall be liable for any default by another Party. Notwithstanding anything contained in this Agreement, no Party shall be responsible or liable, directly or indirectly, for any actions or omissions of any other Party and the obligations of each of the Selling Shareholders under this Agreement shall only be in relation to their respective portions of the Offered Shares.

3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein but are implied for completion of the Assignment) and to provide such other functions, duties, obligations and services as are required as per applicable law (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI and the applicable provisions of the Companies Act), in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with applicable law, and such functions, duties, obligations and services as required under the terms of this Agreement.
4. The Registrar, represents, warrants and declares and undertakes to the other Parties that:
  - (a) It has obtained a certificate of permanent registration dated December 24, 2019 bearing registration number INR000000221 from the SEBI and the certificate is valid permanently from December 24, 2019, unless suspended or cancelled by the SEBI (the “**Certificate**”). The Registrar shall ensure that the Certificate shall remain in force including by taking prompt steps for its renewal or re-application if it is cancelled earlier, at all times until the completion of the Assignment. The Registrar shall keep the Company, each of the Selling Shareholders and the BRLMs informed on an immediate basis if its registration with SEBI is cancelled, suspended, revoked or withheld or if it is prohibited or restricted from performing the Assignment and activities mentioned in this Agreement by any regulatory or judicial authority. A copy of the registration certificate from SEBI is attached as **Schedule I** hereto.
  - (b) It shall keep and maintain the books of account and other records and documents specified in Regulations 14 and 15 of the SEBI RTA Regulations, for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be prescribed under applicable law.
  - (c) Any and all records/ documents referred to and forming part of the annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for period not less than eight years after completion of the Offer on behalf of the Company or such later period as may be prescribed under Applicable Laws.
  - (d) It is not an associate and shall not be deemed to be an associate of the Company or any of the Selling Shareholders for the purposes of the SEBI RTA Regulations.
  - (e) It has a clean track record and no penalty has been imposed on it by SEBI now or in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced against it by SEBI or any other statutory or regulatory authority or court/tribunal and that it is not prohibited, debarred or suspended from carrying on its activities as a ‘Registrar to the Offer’ by SEBI or any other regulatory authority, including the activities in relation to the Assignment. No orders have been passed restricting the Registrar from carrying out the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders and the BRLMs of such orders and cooperate to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines (at no extra cost) including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the BRLMs in consultation with the Company and the Selling Shareholders. In the event, the Company, any of the Selling Shareholders, the BRLMs’ and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs (collectively the “**BRLMs’ Indemnified Parties**”) incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is solely attributable to the Registrar, the Registrar shall indemnify the Company, the BRLMs’ Indemnified Parties and each of the Selling Shareholders, as applicable, in accordance with the terms of this Agreement in case of the Company and the Selling Shareholders and in accordance with the Letter of Indemnity, in case of BRLMs’ Indemnified Parties.



- (f) It shall perform the Assignment with highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the SEBI RTA Regulations and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“**Listing Regulations**”) and any other applicable rules, regulations and bye-laws of the Stock Exchanges, and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, each of Selling Shareholders, the BRLMs and the Bidders etc. The Registrar will not take up any activities which are likely to be in conflict with its own interests or the interests of the Company, any of the Selling Shareholders, the BRLMs or the Bidders, etc. or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or other applicable laws.
- (g) It shall make adequate disclosure to the Company, each of the Selling Shareholders and the BRLMs of any existing potential areas of conflict of interest and duties which is likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall cooperate and comply with any instructions the Company, each of the Selling Shareholders, and the BRLMs may provide in respect of the Offer, provided that the Company, each of the Selling Shareholders, and BRLMs do not give any instructions which are in violation of any applicable rules and regulations. It shall immediately notify the Company, each of the Selling Shareholders, and the BRLMs of any delay or anticipated delays or errors committed while completing any formalities.
- (h) It shall cooperate and carry out the Assignment and complete all the formalities accurately, diligently and within the specified time limits as per applicable law, including, without limitation, the SEBI ICDR Regulations, the UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the rules, the guidelines, regulations, directions, notifications and circulars issued by SEBI from time to time and the Listing Regulations. It shall immediately notify the Company, each of the Selling Shareholders, and the BRLMs of any delay or anticipated delays, or errors committed in completion of any of the formalities, with respect to the performance of the Assignment and other services indicated herein and any corrective action taken thereto and shall indemnify the Company, each of the Selling Shareholders and the BRLMs Indemnified Parties for any losses caused due to such error or delays, if such errors/delays are caused by the acts/actions of the Registrar.
- (i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up data maintenance and disaster recovery system and the net worth (including, as stipulated in the RTA Regulations) to honour its obligations and liabilities under this Agreement. It shall have a dedicated team of personnel handling post-Offer correspondence.
- (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 in the services to be performed by the Registrar. It shall immediately notify the Company, each of the Selling Shareholders, and the BRLMs of any delay or errors committed while completing any formalities in connection with the performance of the Assignment and other services indicated therein, which could not be avoided and / or any corrective action taken thereto, and shall indemnify the Company, each of the Selling Shareholders, and the BRLMs’ Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/ actions of the Registrar.
- (k) 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.
- (l) It has formulated and implemented a comprehensive policy framework, approved by its board of directors and it is compliant with the SEBI circular no. SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, the SEBI circular no. SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019 and the SEBI circular no. SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018 and has implemented all systems and policies required in such circulars.
- (m) It shall cooperate and comply with any instructions that the Company, each of the Selling Shareholders, and the BRLMs may provide in respect of the Offer.



- (n) It has connectivity with the depositories, namely the National Securities Depository Limited (“**NSDL**”) and Central Depository Services (India) Limited (“**CDSL**”, and together with NSDL, the “**Depositories**”).
- (o) It undertakes that the Demographic Details given by the Bidders in the Bid cum Application Form will not be used by it for any purpose other than in relation to the Offer.
- (p) It is not subject to any litigation, or injunction or order of any court or regulatory or statutory or judicial 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 and the BRLMs in writing of any such litigation, or injunction or order of any court or regulatory authority.
- (q) It is duly incorporated and validly exists under applicable law and this Agreement has been duly authorised, executed and delivered by it, and is a valid and legally binding obligation on it, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment does not violate, or constitute a breach of, the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- (r) In the event the Registrar is unable to continue to act as a registrar to the Offer, at any point of time, due to any order, injunction, or direction of any statutory, regulatory or judicial authority or otherwise, it shall immediately inform the Company, each of the Selling Shareholders, and the BRLMs and take steps, in consultation with and as per the direction of the Company and each of the Selling Shareholders, and the BRLMs for a smooth transition of the data related to the Offer and Equity Shares held by the Registrar (at no cost to the Company or any of the Selling Shareholders for such transition) to another registrar as may be appointed by the Company and each of the Selling Shareholders, in consultation with the BRLMs. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- (s) The Registrar shall hand-over to the Company and each of the Selling Shareholders, as applicable, all the records/data and all related documents which are in its possession in its capacity as the Registrar, within 15 (fifteen) days from the date of termination of this Agreement, or within 15 (fifteen) days from the date of cancellation of its certificate of registration as registrar, whichever is earlier.
- (t) It shall keep the Company, each of the Selling Shareholders, and the BRLMs fully informed of the progress with regard to any legal action initiated against it and/or any of its group entities by any regulator or statutory authority from time to time. The Registrar shall, in the event of any change in its status/ constitution subject to prior written consent of the Company and each of the Selling Shareholders with respect to such change in its status / constitution, obtain the permission of SEBI and any other regulatory authority, and shall duly inform the Company, each of the Selling Shareholders, and the BRLMs immediately of such change in status or constitution.
- (u) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, etc. issued by SEBI or the Central Government and for redressal of investor grievances.
- (v) There are no show cause notices received by it or there are no pending investigations against it, the outcome of which may affect the Registrar’s ability to perform its duties and obligations under this Agreement.
- (w) The Registrar shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company, each of the Selling Shareholders and BRLMs are met. The Registrar confirms the COVID-19 pandemic and government lockdowns and other measures taken in response thereto has not resulted in any material adverse effect on the Registrar or its ability to perform in full its obligations under the Assignment.

5. The Company, in relation to the Offer, hereby confirms that it has complied with and agrees to comply with applicable laws to enable it to undertake the Offer. Each of the Selling Shareholders, severally and not jointly, confirm that they have complied with and agree to comply in all material respects with applicable laws to enable them to offer their Equity Shares in the Offer for Sale.
6. The Company agrees that it will coordinate with the Registrar and will not give any instructions in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory/regulatory authority. If the Registrar receives any instructions under this Agreement which are not in conformity with the applicable laws, the Registrar shall immediately notify the Company, each of the Selling Shareholders and the BRLMs in writing about such instructions pursuant to which Company will be free to withdraw/ modify such instructions, if required.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in this Agreement and **Schedule II** hereunder, which is indicative and not exhaustive and conforms to the model agreement contemplated under the SEBI ICDR Regulations and the SEBI RTA Regulations. The Parties may include further activities agreed upon mutually, but all the activities pertaining to the Assignment shall be listed and agreed on between the parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the underwriting agreement to be entered into by and among the Company, each of the Selling Shareholders, the BRLMs and the members of the Syndicate (“**Underwriting Agreement**”), the share escrow agreement to be entered into by and among the Company, each of the Selling Shareholders, the BRLMs, members of the Syndicate, Escrow Collection Bank, Refund Bank, Public Offer Bank, Sponsor Bank and the Registrar (“**Share Escrow Agreement**”), the cash escrow and sponsor bank agreement to be entered into by and among the Company, each of the Selling Shareholders, the BRLMs, members of the Syndicate and the Bankers to the Offer (as defined below) (“**Escrow and Sponsor Bank Agreement**”), the syndicate agreement to be entered into by and among with the Company, each of the Selling Shareholders, the BRLMs and members of the Syndicate (“**Syndicate Agreement**”), the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus (collectively, the “**Offer Documents**”) to be issued by the Company in relation to the Offer, insofar as such are not contrary to the SEBI ICDR Regulations or other applicable law. The Registrar hereby consents to the inclusion of its name, logo and other requisite details under applicable law (including its contact details and SEBI Registration number) as the Registrar to the Offer in the Offer Documents and in all other documents required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company, each of the Selling Shareholders, and the BRLMs.
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
  - (a) To enter into the Escrow and Sponsor Bank Agreement, pursuant to which the escrow account will be opened and the Registrar shall issue requisite instructions to the Escrow Collection Bank, Refund Bank, Public Offer Bank and Sponsor Bank (collectively, the “**Bankers to the Offer**”) in relation to the Offer.
  - (b) To enter into the Share Escrow Agreement, pursuant to which the Selling Shareholders shall, prior to the filing of the Red Herring Prospectus, open a share escrow account (“**Share Escrow Account**”) with the Registrar wherein each of the Selling Shareholders shall transfer its respective portions of the Offered Shares within the prescribed timelines. The Registrar shall operate the Share Escrow Account in terms of instructions by the Selling Shareholders and the BRLMs, as applicable, and issued under the terms of the Share Escrow Agreement and ensure that Offered Shares are transferred to the Share Escrow Account in accordance with the Share Escrow Agreement.
  - (c) To enter into the Syndicate Agreement and the Underwriting Agreement with, the Company, each of the Selling Shareholders, the BRLMs and the Syndicate Members, pursuant to which the members of the Syndicate shall fulfil their underwriting obligations and the Registrar shall provide the necessary notices and perform such other functions as may be agreed in accordance with such Underwriting Agreement.

- (d) Facilitating dematerialisation, if required, of the Equity Shares held by the existing shareholders of the Company, including each of the Selling Shareholders, if required and of any other persons as may be required under applicable law prior to the filing of the Draft Red Herring Prospectus.
- (e) Provide detailed instructions to the Bankers to the Offer and the **SCSBs**, who are authorized to collect ASBA Forms from the Bidders in relation to the Offer, including the form and timeline of receipt of information.
- (f) Finalising with the Company, each of the Selling Shareholders, and the BRLMs on the amount of processing fees payable to SCSBs and the Sponsor Bank and brokerage and selling commission for the members of the Syndicate, Registered Brokers, registrars and transfer agents registered with SEBI ("**RTAs**") and Collecting Depository Participants ("**CDPs**"), the basis of the commission payable to the members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers (together the SCSBs, members of the Syndicate, CDPs, sub-Syndicate members/agents, RTAs, and the Registered Brokers are hereinafter defined as the "**Designated Intermediaries**"), the Bid/Offer Opening Date and Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any to the Designated Intermediaries.
- (g) Providing/ specifying the form to the Designated Intermediaries, as applicable, in which information in relation to ASBA Bids or the UPI mechanism, is required.
- (h) Providing intimation on the amount of processing fees payable to SCSBs and the Sponsor Bank in respect of syndicate ASBA and brokerage and selling commission for the members of the Syndicate, Registered Brokers, RTAs and CDPs, and intimating the basis of commission payable to the SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/Offer Opening Date.
- (i) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number ("**ISIN**"), and for finalizing the tripartite agreement to be entered into with the Company and the Depositories, if required.
- (j) Intimating to the Designated Intermediaries and the Sponsor Bank before the Bid/Offer Opening Date, the basis of the commission/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date/time, including details of revision in Price Band, Floor Price, Bid/Offer Period, if any.
- (k) Providing detailed instructions to the Escrow Banks (in relation to the Bids by Anchor Investors) and SCSBs, the Sponsor Bank and Designated Intermediaries, as applicable, including the format and timeline of receipt of information.
- (l) Following up with the Sponsor Bank (through the Designated Stock Exchange), Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each Sponsor Bank, Banker to the Offer and SCSB and
- (m) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from the Sponsor Bank, Bankers to the Offer, all the SCSBs, including the syndicate SCSBs, participating in the Offer, within the timelines prescribed by SEBI from time to time.
- (n) To receive and provide inputs to the Company for designing and printing the Bid cum Application Form, prepare the Confirmation of Allocation Note ("**CAN**") for Anchor Investors, Allotment Advice and any other pre and post Offer related stationery and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.
- (o) Subject to applicable law, submit details of cancelled/withdrawn/deleted Bids 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 Stock Exchanges, in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021. Subject to applicable law,

the Registrar shall follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI circular dated March 16, 2021.

- (p) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on letterhead/ stamped, have been received within the specified time limit as per applicable regulations and relevant circulars issued by SEBI.
- (q) Ensuring that SCSBs applying through ASBA shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds.
- (r) Communicating all complaints received from investors pertaining to among others, blocking or unblocking of funds, immediately on receipt to the post issue BRLM and ensuring effective redressal of such grievances;
- (s) To obtain from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and check this data with the Bid file and highlight any discrepancies. In the event, the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category.
- (t) To review the sections related to procedural aspects of the Offer in the Offer Documents, including the 'Offer Procedure' section and other documents or information in connection with the Offer, and confirm their accuracy.
- (u) To advise the Company on the amount of stamp duty payable and the mode of payment of such stamp duty, on the Equity Shares being issued under the Offer.
- (v) Receiving and providing inputs to the Company and each of the Selling Shareholders for designing and printing the Bid cum Application Forms and ensuring that the floor price or the price band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and the Designated Intermediaries.
- (w) Collecting within the timelines prescribed under applicable law and in accordance with the agreements entered in this regard provided and as specified by the Company, each of the Selling Shareholders, and the BRLMs, and in accordance with applicable law:
  - (i) The Bid File from the Stock Exchanges containing details including the Bid cum Application Form numbers and the Bid Amount and sharing the same with the SCSBs for validation and reconciliation.
  - (ii) Bid cum Application Forms from the Designated Intermediaries and the Anchor Investor Application Forms from the BRLMs and the ASBA Forms to the Designated Intermediaries.
  - (iii) Electronic Bid file/ data (including ASBA data) from the Stock Exchanges.
  - (iv) Coordination and obtaining certificate of blocked funds, in respect of Bids made by RIIs by way of UPI, from Sponsor Bank after closure of Bid/Offer Closing Date.
  - (v) Aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Bank and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary and the Sponsor Bank.
  - (vi) Soft and hard copies, as applicable, of the ASBA Forms, bank schedules, reconciled data and final certificates from all centres of the Designated Intermediaries, the SCSBs and the Sponsor Bank and with respect to Anchor Investors, the Anchor Investor Application Forms from the BRLMs and the data/information with respect to the Bid Amount of

Anchor Investors from the Bankers to the Offer within the timelines prescribed by SEBI from time to time.

- (vii) PAN, DP ID, UPI ID, Client ID and other Demographic Details of valid beneficiary accounts from Depositories.

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

- (x) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms.
- (y) The Registrar shall receive the reconciled data and the Bid cum Application Forms (except in case of Bid cum Application Forms submitted to the Designated Intermediaries) from the SCSBs.
- (z) To process all Bids along with bank schedules received from the Designated Intermediaries, the Sponsor Bank and the SCSBs in respect of the Offer, the BRLMs and Escrow Collection Banks, as applicable, in respect of the Offer and the electronic Bid file (including ASBA data) received from the Stock Exchanges in respect of the Offer.
- (aa) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, each of the Selling Shareholders and the BRLMs.
- (bb) Where the Registrar requires to liaise with third parties 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.
- (cc) To keep accurately, at all times, the records of the Bid file, received from the Stock Exchanges and the Bid cum Application Forms, reconciled data, bank schedules and final certificate from various centres of the SCSBs and the Sponsor Bank and with respect to Anchor Investors, Bid cum Application Forms from the BRLMs and the data/information with respect to Bid Amount of Anchor Investor from the Escrow Collection Banks.
- (dd) To screen, identify and list Bid cum Application Forms with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI, the Stock Exchanges and other relevant government bodies and as specified in the Red Herring Prospectus and rejecting such Bid cum Application Forms in consultation with the Company, each of the Selling Shareholders, and the BRLMs. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms or their respective enclosures.
- (ee) On Bid/Offer Closing Date, to collect the Bid file from Stock Exchanges/ the BRLMs and validate the DP ID, Client ID and PAN with the depository database and provide a file to the concerned Designated Intermediary, the Sponsor Bank and BRLMs of the erroneous Bids which will be considered as invalid.
- (ff) Upon approval of the Basis of Allotment, to share the Bid file received from the Stock Exchanges with the Sponsor Bank and the SCSBs, containing the application numbers, number of Equity Shares, bid amount and any other additional fields, as may be required, who shall use such information for credit of funds and unblocking of funds, as applicable.

- (gg) To reconcile the compiled data received from the Stock Exchanges and all SCSBs, the Sponsor Bank, BRLMs and the Escrow Collection Banks, and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN.
- (hh) To reject the Bids in case the DP ID, UPI ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, UPI ID, Client ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date.
- (ii) To reject duplicate copies of the same Bid cum Application Form (i.e., two Bids bearing the same unique identification number).
- (jj) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars.
- (kk) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date.
- (ll) To coordinate with the Bankers to the Offer and Designated Intermediaries for submission of final certificates, after taking into account rectifications, if any and reconciling any data mismatches with the Bankers to the Offer and the Designated Intermediaries, as the case may be, and ensuring the accuracy of such final certificates in accordance with the applicable law.
- (mm) To coordinate with the Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the BRLMs within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, read with the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended.
- (nn) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Offer Documents.
- (oo) To complete validation of beneficiary account details including to confirm the status of QIBs.
- (pp) To follow and complete all processes as outlined in the Offer Documents and the General Information Document issued by SEBI.
- (qq) To maintain the details of request for withdrawals of Bids received by the Registrar and withdrawals made in the Offer, to the extent applicable.
- (rr) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the BRLMs 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.
- (ss) To prepare the complete list of valid applications (after all rejections, including rejections on technical grounds), and present the same category-wise to the Company, each of the Selling Shareholders and the BRLMs.
- (tt) To communicate to the BRLMs, Company, and each of the Selling Shareholders at the earliest any discrepancy between the electronic bid file registered on the online system of the Stock Exchanges and the SCSB's data. The Registrar shall discuss the results of such reconciliation with the Company, each of the Selling Shareholders, the BRLMs, the SCSBs and the Sponsor Bank in a timely manner.
- (uu) To provide exceptions to enable the Company, each of the Selling Shareholders, to the extent applicable, and the BRLMs to take decision on the Bids.

- (vv) To keep a proper record of Bid cum Application Forms and monies received from Bidders which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders or blocked by the Sponsor Bank and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a regular basis to the Company, each of the Selling Shareholder, and the BRLMs as required by the Company, each of the Selling Shareholders, and the BRLMs.
- (ww) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank with the electronic bid details in terms of the UPI Circulars, and any other applicable law, on the basis of which the Basis of Allotment will be finalised.
- (xx) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and RIIs. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the Bid/Offer Closing Date.
- (yy) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges.
- (zz) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to ASBA Bidders, as applicable who have been Allotted Equity Shares in the Offer.
- (aaa) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the SEBI ICDR Regulations.
- (bbb) To reconcile the data between the Bids registered on the online bidding system of the Stock Exchanges, bank schedules and the final certificate received from the Bankers to the Offer SCSBs and the Sponsor Bank.
- (ccc) Rejecting the Bids in respect of which the DP ID, Client ID, UPI ID and PAN specified in the reconciled data does not match the details in the depository's database.
- (ddd) To provide correct data, within the timelines prescribed by SEBI from time to time, to enable the Company and the BRLMs to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations and in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment.
- (eee) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, Allotment Advice in consultation with the Company, each of the Selling Shareholders, to the extent applicable, and the BRLMs, 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 each of the Selling Shareholders in their corporate action for credit of Equity Shares on allotment/lock-in for pre-Offer capital (except the Offered shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) within the timelines prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out lock-in for the pre-Offer capital (except the Offered shares to the extent Allotted pursuant to the Offer and any other Equity Shares that are exempted from lock-in under the SEBI ICDR Regulations) as per the SEBI ICDR Regulations and relevant SEBI circulars and to receive confirmation of lock-in within the timelines prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the BRLMs' Indemnified Parties, the Company, and each of the Selling Shareholders, the cost incurred on account of payment of such interest or damages.
- (fff) To prepare funds transfer schedule based on approved Basis of Allotment.



- (ggg) In relation to bids made by QIBs, match/validate the QIB Bid file details with the demographic details in the depository database and confirm the status of QIBs as mutual funds, foreign portfolio investors, banking companies and insurance companies. 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.
- (hhh) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, Sponsor Bank, the Designated Intermediaries and the BRLMs particulars relating to the requisite money to be transferred to the Public Offer Account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act.
- (iii) To keep accurately, at all times, the electronic records relating to Bids received from all SCSBs, the Sponsor Bank, the Designated Intermediaries and the BRLMs including:
- (i) Bids files from the online bidding system of the Stock Exchanges and Bids furnished by the SCSBs, the Sponsor Bank the Syndicate, the Registered Brokers, the CDPs, and the RTAs.
  - (ii) Particulars relating to the allocation and Allotment of Equity Shares against valid Bids.
  - (iii) Particulars relating to the requisite money to be transferred to Public Offer Account from each blocked account, in accordance with the terms of this Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
  - (iv) Particulars relating to, rejected/ withdrawn/ unsuccessful Bids.
  - (v) Particulars regarding the monies blocked in the ASBA Accounts or through the UPI process of the respective ASBA Bidders.
- (jjj) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories, to carry out procedures in relation to accurately identifying and rejecting multiple Bid cum Application Forms.
- (kkk) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Bank(s) and the Refund Banks, as applicable.
- (lll) To provide requisite Offer related data to the Company and each of the Selling Shareholders for filings with the Reserve Bank of India or the SEBI, as may be required.
- (mmm) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company or the BRLMs).
- (nnn) 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) Any other data as may be requested.
- (ooo) To ensure that the allotment made is correct and timely uploading of the correct file in the depository system is made.
- (ppp) To coordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects.
- (qqq) 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 Account/ASBA Account/UPI linked bank account, as applicable, to the Public Offer Account, and/or from Escrow Account to the Refund Account/unblocking of funds in ASBA Accounts/UPI linked bank account, as applicable; and to prepare the Allotment Advice/Allotment Letters and CAN/refund orders in case of Anchor Investors, in consultation with the Company, each of the Selling Shareholders, and the BRLMs.
- (rrr) Preparation of the fund transfer schedule along with reconciliation of total funds received from Escrow Collection Banks, and total amounts blocked in the ASBA Accounts, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to the controlling branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under the UPI Circulars, and any other applicable law notified from time to time:
  - (i) Number of Equity Shares to be allotted against each valid Bid and the list of successful Bidders.
  - (ii) Amount to be transferred from the relevant ASBA Account/UPI linked bank account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid ASBA Bid or Anchor Investor Bid and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines under applicable law.
  - (iii) The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under applicable law.
  - (iv) Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank to refund the amount or unblock the relevant bank accounts, as the case may be.
- (sss) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank account, issuance of instructions for refund to the Anchor Investors, as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement, the SEBI ICDR Regulations and other applicable circulars and regulations issued by SEBI.
- (ttt) In accordance with instructions received from the Company and each of the Selling Shareholders, to give instructions to the concerned Depository for credit of Equity Shares to the successful Bidders and ensure that correct credit to respective demat accounts is made in timely manner, as specified in the Offer Documents and required under applicable legislations, rules, circulars and regulations issued by SEBI and the offer documents.

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

- (uuu) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed.
- (vvv) To issue duplicate refund orders after obtaining suitable indemnity bond or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same, if applicable.
- (www) To file confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA funds, as applicable, with Stock Exchanges.
- (xxx) To revalidate refund orders, where permitted, if applicable.
- (yyy) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company as required under the SEBI ICDR Regulations and receive confirmation from the Depositories.
- (zzz) To dispatch letters of Allotment/Allotment Advice, CAN, refund orders, unblocking intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time indicated in the Offer Documents, subject to certain cases kept in abeyance in consultation with the Company, each of the Selling Shareholders, and the BRLMs and assist the Company, each of the Selling Shareholders, and the BRLMs in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by SEBI and as included in the Offer Documents.
- (aaaa) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents.
- (bbbb) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company, each of the Selling Shareholders, and the BRLMs.
- (cccc) Finalization of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs (in accordance with the inter-se allocation among the BRLMs), the Company, and each of the Selling Shareholders to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer.
- (dddd) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/ Offer Period and after closing of the Offer, as per applicable law and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years subject to any commercial agreement with the Company for storage of such records and are made available to the Company and each of the Selling Shareholders at regular intervals.
- (eeee) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, each of the Selling Shareholders, and the BRLMs.
- (ffff) To submit relevant documents to the Stock Exchanges (except listing application, allotment details, demat credit and refund details) for the purpose of obtaining in-principle and final listing and trading approvals.

- (gggg) To settle investor complaints and grievances pertaining to Allotment of shares, refund orders, delay in dispatch of Allotment Advice, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules, regulations and guidelines issued by SEBI, and provide requisite reports to the Company, each of the Selling Shareholders, and the BRLMs during the Offer Period and after closing of the Offer.
- (hhhh) To assist the Company and the BRLMs 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.
- (iiii) To coordinate with the Refund Bank(s) for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds.
- (jjjj) In accordance with applicable law, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected).
- (kkkk) To initiate corporate action to Allot Equity Shares to the successful Bidders including by transfer from the Share Escrow Account after the approval of Allotment of Equity Shares by the Board.
- (llll) To ensure and facilitate timely deposit of the Equity Shares in the Share Escrow Account and to ensure that the transfer of the Offered Shares from each of the Selling Shareholders to the successful Bidders is undertaken in a timely manner in accordance with the Share Escrow Agreement.
- (mmmm) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within such timeline as prescribed by SEBI from time to time.
- (nnnn) To give instructions to transfer the funds from the Escrow Account to the Public Offer Account, for eventual credit to the Company and each of the Selling Shareholders in accordance with the Offer Documents and Applicable Laws.
- (oooo) To consolidate the list of subscriptions received through the underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch.
- (pppp) To coordinate with the Sponsor Bank, SCSBs, the National Payments Corporation of India, Stock Exchanges, BRLMs, Registered Brokers and other parties as may be required for completing the post-Offer process in accordance with Applicable Laws.
- (qqqq) To provide data to assist the Company, each of the Selling Shareholders, and the BRLMs in publishing Allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/ Offer Opening/Closing advertisements have appeared earlier.
- (rrrr) To provide weekly reports to the Company, each of the Selling Shareholders, and the BRLMs and as may be required by the Company, each of the Selling Shareholders, and the BRLMs, on the (i) status of Equity Shares lying in the Share Escrow Account (ii) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to Anchor Investors; and (iii) status of redressal of investor complaints received and pending in the form specified by the Company, each of the Selling Shareholders and the BRLMs.
- (ssss) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the BRLMs and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.

- (tttt) To provide detailed statements for payment of brokerage, including providing within the timelines prescribed by SEBI from time to time, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and RTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined based on the applications which have been considered eligible for the purpose of Allotment, in accordance with applicable law.
- (uuuu) To ensure compliance with all applicable regulations and notifications, including SEBI circular no. CIR/CFD/DIL/3/2010 dated April 22, 2010, SEBI circular no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular no. CIR/CFD/DIL/1/2016 dated January 1, 2016, SEBI circular no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021.
- (vvvv) To ensure compliance with the UPI Circulars, and any other applicable law in relation to UPI as a payment mechanism for making applications in public issues.
- (wwwv) Where the Registrar is required to liaise with third parties, including the Designated Intermediaries and the Sponsor Bank, for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed/ statutory timelines.
- (xxxx) To provide assistance to the Company, each of the Selling Shareholders, and the BRLMs in all other work incidental to or connected with processing of electronic Bids, applications for issue/ refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories.
- (yyyy) To provide information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.
- (zzzz) To finalise various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ BRLMs.
- (aaaa) To prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated March 16, 2021 within the prescribed timeline.
- (bbbb) To prepare and assist BRLMs in computing the compensation payable in accordance with SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021.
- (cccc) To provide in a timely manner all accurate information to be provided by it under this Agreement.
- (dddd) At the time of the finalization of Basis of Allotment, obtain validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit and to use PAN issued by Income Tax Department of India to check compliance for a single FPI.
- (eeee) To assist the BRLMs to make the requisite submissions to regulators in relation to the Offer, if any.

9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under applicable law, including the SEBI RTA Regulations and for the minimum duration prescribed under applicable law, which include, without limitation, the following:
- (a) All the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank and the Registered Brokers, SEBI Registered RTAs, DPs authorized to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from SCSBs and the Sponsor Bank including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and final Bid file received from the Stock Exchanges.
  - (b) All the electronic records including reconciled data, bank schedules and certificates relating to Bids received from all Designated Intermediaries including Bids taken from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the BRLMs and the Designated Intermediaries.
  - (c) All the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected or unsuccessful Bid cum Application Forms.
  - (d) Particulars relating to rejected/ withdrawn/ unsuccessful bids.
  - (e) Particulars relating to all the rejected/withdrawn/unsuccessful Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the Depositories database.
  - (f) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company and each of the Selling Shareholders in consultation with the BRLMs and the Designated Stock Exchange, along with relevant annexures and details.
  - (g) Demographic Details obtained from the concerned Depositories.
  - (h) Terms and conditions of the Offer of the Equity Shares.
  - (i) Particulars relating to allocation and Allotment of Equity Shares against valid Bids.
  - (j) List of names of successful Bidders and unsuccessful Bidders, including successful ASBA Bidders and unsuccessful ASBA Bidders.
  - (k) Particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer.
  - (l) Particulars relating to the monies to be transferred to the Public Offer Account and the refunds to be returned/unblocked to the Bidders.
  - (m) Particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the BRLMs and the Designated Intermediaries.
  - (n) Details of multiple electronic Bids submitted by Bidders (determined based on common PAN) and rejected by the Registrar.
  - (o) Particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids and the refunds to be returned/unblocked to the Bidders.
  - (p) Particulars relating to the requisite money to be transferred to the accounts of each of the Selling Shareholders against valid Bids.
  - (q) Particulars relating to refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders.
  - (r) Particulars relating to Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation.

- (s) Reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, BRLMs and the Bankers to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN.
  - (t) Reconciliation between funds deposited in the Bankers to the Offer or any of their correspondent banks and total of amounts stated in the Anchor Investor Form.
  - (u) Refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations and the Companies Act.
  - (v) Details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI direct credit etc.
  - (w) Details of the demand drafts issued, if any.
  - (x) Records of correspondence in respect of investor complaints, grievances or queries.
  - (y) Records of investor communication including for verifying PAN, DP ID, UPI ID and Client ID.
  - (z) Records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned.
  - (aa) Records of pre-printed Offer stationery, including CAN, Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company.
  - (bb) 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.
  - (cc) Such other records as may be specified by SEBI, the Company, each of the Selling Shareholders, the Designated Intermediaries and/or the BRLMs for carrying on the activities as Registrar to the Offer.
10. In addition to the above, the Registrar shall retain physical application forms submitted by RII using the UPI Mechanism, for a period of six months and thereafter forward the same to the Company. In respect of electronic forms received by it, the Registrar shall maintain the relevant electronic records for a minimum period of three years.
  11. Subject to the provisions of any other law, including Regulation 14 and 15 of the SEBI RTA Regulations, and commercial arrangements with the Company for storage of application forms beyond six months, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, each of the Selling Shareholders, and the BRLMs with any report that is required by them using the information specified above in a timely manner.
  12. 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 herein below*) about the Company, any of the Selling Shareholders, the Offer or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer. The Registrar shall adopt standards of data security and privacy norms in accordance with regulatory and statutory provisions under applicable law in this regard.

“Confidential Information” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting



bank branches, day to day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs, the Company and the Selling Shareholdings, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel, officers, auditors and advisors of the Company or each of the 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, SCSBs, depository participants, disputes and grievances, trade secrets in any form or manner, know-hows, proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financial statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their Affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement. The Registrar shall adopt high standards of data security and privacy norms, in accordance with regulatory and statutory provisions.

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

13. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to SCSBs and Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders or release of funds from the Escrow Account, as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange and refunds to Anchor Investors without delay, including providing the Bankers to the Offer with details of the amount to be refunded to the Anchor Investors. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Offer, the Refund Bankers, or any of their correspondent banks.
14. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Bankers to the Offer and the Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
15. The Registrar shall ensure that:
  - (a) Investors shall be sent first response within three Working Days after receipt of complaint. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint.
  - (b) The enquiries and/or complaints from Bidders are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines.
  - (c) The timely unblocking of funds or in case of Anchor Investors refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), in accordance with applicable law. The Registrar shall provide the allotment/revoke files to the Sponsor Bank by 8 p.m. IST on the day when Basis of Allotment has to be finalised and follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank not later than 5 p.m. IST on the next Working day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under applicable law). Subsequently, the Registrar shall submit the bank-wise pending UPI applications for unblocking to the SCSBs along with the allotment file not later than 6.30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). Registrar shall follow-up with the SCSBs for completion of 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 law including March 16, 2021 SEBI Circular read with the June 2, 2021 SEBI 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 and unblocking/refund of funds without delay and as per applicable law.
  - (f) For electronic Bids which are rejected as invalid because of DP ID/Beneficiary Account ID/UPI ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank, and unblock/refund funds at the earliest.
  - (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 BRLMs, each of the Selling Shareholders and the Company.
  - (j) Information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid.
  - (k) It maintains an insider list in accordance with the directions of the Company.
  - (l) The Registrar shall be responsible for the correctness and validity of the information furnished by it to the SCSBs, the Sponsor Bank and the Depositories and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
16. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares:
- (a) Be party to creation of false market.
  - (b) Be a party to price rigging or manipulation.
  - (c) Be a party to passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors, the Company or each of the Selling Shareholders.
17. 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.
18. 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 Issue; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.

- (c) It has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws.
- (d) It will immediately notify the Company and each of the Selling Shareholders, and the BRLMs if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph.
- (e) It will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged.
- (f) It will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for six years following termination of this Agreement.
- (g) 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.
- (h) 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.

Immediately on receiving instructions from the Company and/or any of the Selling Shareholders and/or the BRLMs, in accordance with the Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to all SCSBs and the Sponsor Bank to unblock the ASBA Accounts and/or dispatch the refund orders to the Anchor Investors within the period specified in the Offer Documents and Escrow and Sponsor Bank Agreement. If the Company and/or any of the Selling Shareholders, as the case maybe, are liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs and the Sponsor Bank to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company, any of the Selling Shareholders and/or the BRLMs, the Registrar shall be liable to indemnify the Company and each of the Selling Shareholders for the cost incurred by the Company and/or any of the Selling Shareholders in paying interest as per applicable law. If the Company, any of the Selling Shareholders or the BRLMs' Indemnified Parties are made liable to compensation/ damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time/reasonable time/time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify the Company, each of the Selling Shareholders or the BRLMs' Indemnified Parties for such compensation/damage, loss etc. incurred by the Company, any of the Selling Shareholders or the BRLMs as the case may be.

- 19. Further, it is agreed that as on the date of this Agreement, the Registrar shall issue a letter of Indemnity in favour of the BRLMs, in the form as set out in **Annexure A** hereto ("**Letter of Indemnity**"). The Registrar acknowledges and agrees that that entering into this Agreement for performing its services to the Company and each of the Selling Shareholders is sufficient consideration for the Letter of Indemnity.
- 20. In case of refunds through electronic means like NACH, direct credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or depository (ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by

the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.

21. The Company agrees that the Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the BRLMs and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company and each of the Selling Shareholders) until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company and each of the Selling Shareholders. The Company agrees that it will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 22 below).
22. The Registrar will handle the Offer and the Assignment related work from its office at Selenium Tower B, Plot No. 31 & 32, Gachibowli, Financial District, Nanakramguda, Serilingampally Mandal, Hyderabad – 500 032, Telangana, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
23. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatch of Confirmation of Allocation Note/Allotment Advice, etc. On closure of the Bid/Offer Period, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and each of the Selling Shareholders and agrees to return the excess funds to the Company for onward payment to each of the Selling Shareholders (and the Company agrees that it shall make such onward payment to each of the Selling Shareholders, as applicable) in case the refunded amount on actuals is less than the estimated amount. Any amount provided by the Company, in relation to the above, on behalf of the respective Selling Shareholders, shall be reimbursed by the Selling Shareholders as mutually agreed, in accordance with applicable law.
24. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily. The Company shall also extend all necessary assistance to the Registrar in such matters.
25. The Registrar will also initiate action to Allot Equity Shares to the Bidders after the approval of Allotment by the Board.
26. The Company agrees and acknowledges that the Registrar may request for Bid cum Application Forms directly from the Syndicate, the SCSBs and the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, DP ID or Client ID and investor complaints/grievances.
27. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediary (including in connection with ASBA Bids made through UPI mechanism).
28. The Registrar shall extend all necessary support to the Company, each of the Selling Shareholders, the BRLMs and the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA process.
29. The post-Offer stationery including certificates, letters of Allotment, Allotment/Allocation advices and refund orders/intimations, envelopes, etc. shall be kept ready and handed over to the Registrar within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable law, and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the post-Offer stationery from the Stock Exchanges and the Refund Bank.
30. The Registrar will finalize the final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer BRLMs, the Company, and each of the Selling

Shareholders, to be submitted to SEBI within the stipulated time. The Registrar will provide all support to BRLMs to ensure timely compliance with SEBI circulars.

31. 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, each of the Selling Shareholders, and the BRLMs.
32. 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.
33. The Company and each of the Selling Shareholders agree that the fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of the Offer, shall be as specified in **Schedule III**, and after deducting all taxes, duties and levies as per applicable law. All expenses in relation to the IPO would be borne amongst the Company and each of the Selling Shareholders as mutually agreed amongst them and in accordance with, and subject to, applicable law and 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 Selling Shareholders), except for any out-of-pocket expenses. Any expenses paid by the Company on behalf of Selling Shareholders in the first instance will be reimbursed to the Company, in the manner agreed under the Offer Agreement. However, provided that in the event of failure of the Offer or non-listing and trading of the Equity Shares, the fees and charges will be borne in entirety by the Company.
34. The Registrar shall provide such information and data as required by the BRLMs with intimation to the Company and each of the Selling Shareholders and provide certificates as may be requested by the BRLMs, including at the stage of Bid/ Offer Closing Date, rejection of Bids, etc.
35. The Company and/or any of the Selling Shareholders may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission/omission etc., if so desired. For the avoidance of doubt, the Registrar will not be absolved of its liability or responsibility under this Agreement regardless of whether or not the Company and/or any of the Selling Shareholders decide to take such insurance.
36. In the event that the performance by any Party of any obligation under or pursuant to this Agreement is prevented, restricted or interfered with by reason of complete collapse or dislocation of business in the financial market of the country due to war, insurrection or any other serious, sustained, political or industrial disturbance or in any other event beyond the reasonable control of the Party seeking to rely on it caused by *force majeure*, then the Party so affected (the “**Affected Party**”) shall upon giving notice to the other Parties be excused from such performance to the extent of such prevention, restriction or interference, provided that it shall use its best endeavors to resume performance of its obligations hereunder as soon as the cause of such prevention, restriction or interference is removed and to mitigate the consequences of such prevention, restriction or interference. Upon receipt of notice from the Affected Party, the other Party shall be similarly excused from performance of its respective obligations hereunder during such period as performance of the Affected Party’s obligations is suspended. 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 30 (thirty) 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 15 (fifteen) Working Days’ notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement. Notwithstanding, anything contained in this Agreement, the Registrar hereby agrees that it will not be excused from performing any of its obligations and duties under this Agreement, due to COVID-19, its mutations and / or any consequent, restrictions or lockdown thereof.
37. The Company and/or any of the Selling Shareholders will be entitled to terminate this Agreement in respect of themselves in the event the Registrar’s certificate of registration with SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial and/or administrative authority or court or tribunal debars the Registrar from carrying on its activities or if the Registrar is in any way prohibited, either by an order of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.

38. In the event the Company and/or any of the Selling Shareholders in consultation with the BRLMs, decides not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. For the avoidance of doubt, in case of such termination, the Registrar shall not be entitled to any compensation from the Company and/or any of the Selling Shareholders. Further, the Company and/or any of the Selling Shareholders may, jointly or severally, terminate this Agreement in respect of themselves with or without cause, by giving prior written notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company and/ or the Selling Shareholders in writing. It is clarified that termination of this Agreement by any of Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the Company or the other Selling Shareholders. It is also clarified that, if one or more of the Selling Shareholders withdraw their portion of the Offered Shares from the Offer, this Agreement shall stand terminated only with respect to such Selling Shareholders.
39. If ever this Agreement is terminated for any reason whatsoever, then it shall be the duty of the Registrar to extend all such support as may be required by the Company and each of the Selling Shareholders or its newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer (at no extra cost). However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
40. The Registrar shall redress complaints of the Bidders within seven days of receipt of the complaint during the currency of this Agreement and shall continue to do so during the period it is required to maintain records under the SEBI RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company and each of the Selling Shareholders shall extend necessary co-operation to the Registrar for its complying with such regulation, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint. The Registrar shall provide a status report of redressal of investor complaints on a weekly basis to the Company, each of the Selling Shareholders, and the BRLMs in a mutually agreed format, provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds shall be provided daily. Similar status reports shall also be provided to the Company and each of the Selling Shareholders as and when required.
41. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under applicable law including the SEBI RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company and any of the Selling Shareholders in any other business of the Company and of the respective Selling Shareholders in any manner whatsoever.
42. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default/error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that the Registrar will take all measures at its own cost to immediately rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of notice of such breach by the other Party and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company, each of the Selling Shareholders, the BRLMs' Indemnified Parties and their respective affiliates, directors, management, officers, employees, representatives, permitted assigns and successors and their respective agents and advisors or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons, from and against any or all suits, demands, proceedings, claims, actions, losses, liability, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company and each of the Selling Shareholders, severally and not jointly, shall be entitled to terminate this Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 days of receipt of written notice of such breach by the Company and/or any of the Selling Shareholders. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then they shall within

the timelines prescribed by SEBI from time to time, upon being instructed by the Company, each of the Selling Shareholders, and/or the BRLMs transfer all the documents in their possession including those related to the Equity Shares (including the Offered Shares), to any other registrar/depository as instructed by the Company, each of the Selling Shareholders, and/or the BRLMs.

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

- (a) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions set out in this Agreement (including the Letter of Indemnity);
- (b) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial and/or administrative authority;
- (c) any delay, failure, error, omission, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;
- (d) any fine imposed by the SEBI or any other Governmental Authority against any of the Indemnified Parties; or
- (e) if any information provided to the Company, any of the Selling Shareholders or the BRLMs is untrue, incomplete or incorrect in any respect; or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligation(s) on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by any such person in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws or in connection with any fine imposed by the SEBI or any other governmental authority.

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

43. 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 / BRLMs and all third parties on all matters related to this Assignment. Accordingly, the Company agrees that the Registrar shall have no liability to them for any Loss arising directly and solely from the use of electronic communications, except where caused by its own negligence.

44. The Registrar may have to provide certain information regarding the Bidders as may be required under applicable law, 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.
45. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered or speed post, or e-mail. The notice, communication or document shall be deemed to have been served on the Party to whom it is given if given by personal delivery when so delivered, if given by registered or speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email on transmission thereof.

All notices to the Parties shall be addressed as under:

**To the Company:**

**FIVE STAR BUSINESS FINANCE LIMITED**

New No. 27, Old No. 4, Taylor's Road,  
Kilpauk, Chennai – 600 010, India  
Telephone: +91 44 4610 6260  
E-mail: cs@fivestargroup.in  
Attention: Shalini Baskaran

**To the Registrar:**

**KFin Technologies Private Limited**

Selenium, Tower B, Plot No- 31 and 32,  
Financial District, Nanakramguda,  
Serilingampally, Hyderabad, Rangareedi, Telangana, India  
Tel: +91 40 6716 2222  
E-mail: sbfl.ipo@kfintech.com  
Investor grievance E-mail: einward.ris@kfintech.com  
Attention: M Muralikrishna

**To the Selling Shareholders**

To their respective addresses as indicated in Schedule IV of this Agreement.

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

46. Non-compliance of any of the covenants contained in this Agreement by either Party shall be reported to SEBI within seven days by the other Party and shall also be reported to the Company, each of the Selling Shareholders, and the BRLMs immediately.
47. In the event of a breach by either Party, the defaulting Party shall have the right to cure such breach within a period of 10 (ten) days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) if any dispute, difference or claim arises between the Parties in connection with this Agreement or the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 days after commencement of discussions, then either Party may refer the dispute for resolution to an arbitration tribunal consisting of

three arbitrators (one to be appointed by the claimant(s), one to be appointed by the respondent(s) and the third arbitrator to be appointed by the two arbitrators so appointed). The third arbitrator shall be appointed within 15 (fifteen) days of the receipt of the second arbitrator's confirmation of his/her appointment and in the event that the claimant(s), on the one hand, or the respondent(s), on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as provided in this Clause 47, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended (the "**Arbitration Act**"). All proceedings in any such Arbitration shall be conducted under the Arbitration Act or any re-enactment thereof and shall be conducted in English. The venue and seat of Arbitration shall be Chennai, India. The Parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.

The award shall state the reasons on which it is based and shall be final and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitration tribunal shall use its best efforts to produce a final and binding award within 12 (twelve) months from the date the arbitral tribunal enters upon reference, as prescribed under the Arbitration Act. The Parties shall use their best efforts to assist the arbitration tribunal to achieve this objective. Further, in the event that despite best efforts by the Parties, the arbitration award is not passed within such 12 (twelve) month period, the Parties agree that such period will automatically stand extended for a further period of six months, without requiring any further consent of any of the Parties.

48. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement.
49. Subject to Clause 47, courts at Chennai, India, shall have exclusive jurisdiction.
50. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
51. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated on the expiry of 18 months from the Bid/Offer Closing date, provided that Clauses 4(b), 7, 9, 10, 18, 40, 41, 43, 44, 45, 46, 48, 49, and this Clause 51 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the Registrar shall be handed over to the Company and each of the respective Selling Shareholders, or the newly appointed registrar, as applicable.
52. The Registrar shall act in accordance with, and execute, all instructions communicated to it by the Company, each of Selling Shareholders and the BRLMs.
53. 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.
54. If any provision/s of this Agreement is held to be prohibited by or invalid under applicable law or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
55. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).


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

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

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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **KFIN TECHNOLOGIES PRIVATE LIMITED**



**Authorized Signatory:**

**Name: M. Muralikrishna**

**Designation: Vice President**

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

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **FIVE-STAR BUSINESS FINANCE LIMITED**

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

**Authorised signatory**

**Name:** Mr Lakshmiipathy Deenadayalan

**Designation:** Chairman and Managing Director

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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **SCI INVESTMENTS V**



**Authorized Signatory**


**Name:** Dilshaad Rajabalee

**Designation:** Director of SCI Investments V

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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Matrix Partners India Investment Holdings II, LLC**

  
\_\_\_\_\_  
**Authorized Signatory**  
**Name: Iqbal Dulloo**  
**Designation: Director**  
**Date: 09/11/2021**

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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **MATRIX PARTNERS INDIA INVESTMENTS II EXTENSION, LLC**



\_\_\_\_\_  
**Authorized Signatory**

**Name: Iqbal Dulloo**

**Designation: Director**

**Date: 09/11/2021**



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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **NORWEST VENTURE PARTNERS X – MAURITIUS**



**Authorized Signatory**

**Name:** Dilshaad Rajabalee

**Designation:** Director

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

**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of T ASIA VII SF TE TD



**Authorized Signatory**

**Name:** Ni holas ay

**Designation:** Director

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

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Deenadayalan Rangasamy**

A handwritten signature in blue ink, appearing to read "Deenadayalan Rangasamy", is written over a horizontal line.

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

IN WITNESS WHEREOF, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **Varalakshmi Deenadayalan**



---

## **Annexure A**

### **LETTER OF INDEMNITY**

**Date:** November 9, 2021

**ICICI Securities Limited**

ICICI Venture House, Appasaheb Marathe Marg  
Prabhadevi  
Mumbai – 400 025

**Edelweiss Financial Services Limited**

6<sup>th</sup> Floor, Edelweiss House, Off CST Road,  
Kalina,  
Mumbai – 400 098

**Kotak Mahindra Capital Company Limited**

27BKC, 1st Floor, Plot No. C - 27  
"G" Block, Bandra Kurla Complex  
Bandra (East)  
Mumbai – 400 051

**Nomura Financial Advisory and Securities (India) Private Limited**

Ceejay House, Level 11,  
Plot F, Shivsagar Estate,  
Dr. Annie Besant Marg,  
Worli  
Mumbai - 400 018

(Collectively, the "**Book Running Lead Managers**" or "**BRLMs**")

**Re: Letter of Indemnity to the BRLMs by KFin Technologies Private Limited ("Registrar"), pursuant to the Agreement entered into between Five Star Business Finance Limited (the "Company"), the Selling Shareholders and the Registrar dated November 9, 2021 (the "Registrar Agreement")**

Dear Sir(s),

1. The Company and the Selling Shareholders (defined below) propose to undertake an initial public offering of equity shares of face value of ₹1 each of the Company ("Equity Shares"), aggregating up to ₹27,519.44 million, comprising an offer for sale of Equity Shares held by certain shareholders (the "**Selling Shareholders**") (the "**Offer**"), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations (the "**Offer Price**"). The Offer includes an offer (i) within India, to Indian institutional, non-institutional, and retail investors in compliance with the ICDR Regulations and in "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") of the United States Securities Act of 1933, as amended (the "**Securities Act**"); (ii) within the United States, only to persons reasonably believed to be "qualified institutional buyers", as defined in Rule 144A of the Securities Act ("**Rule 144A**") under Section 4(a) of the Securities Act, and (iii) outside the United States and India, to institutional investors in "offshore transactions" as defined in and in reliance upon Regulation S under the Securities Act and the applicable laws of the jurisdictions where those offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined in the Offer Documents) by the Company in consultation with the BRLMs, in accordance with the 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 the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("**SEBI**"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar to the Offer by the Company in 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 "**SEBI RTA Regulations**"). In this regard, the Registrar has entered into the Registrar Agreement with the Company and the Selling Shareholders. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to

Application Supported by Blocked Amount (“**ASBA**”)) and Unified Payments Interface (“**UPI**”) and other Applicable Laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its duties, responsibilities, obligations and the consequences of any delay, deficiency, default or error on its part.

3. The Registrar is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration INR000000221 to act as a Registrar to the Issue (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Issue are hereinafter collectively referred to as the “**Assignment**” and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other Applicable Laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement. The Board of the Company by its resolution dated August 25, 2021 has approved the appointment of KFin Technologies 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 within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this letter of indemnity. The Registrar 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.
  - b) Ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including the relevant SEBI circulars and UPI Circulars) along with all/any amendments, changes, issued by SEBI from time to time in this regard; and
  - c) Comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
6. 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 indemnify, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs (collectively, the “**BRLM Indemnified Parties**”), in accordance with the terms of this Letter of Indemnity. 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 executed in favour of the BRLMs.
7. Accordingly, the Registrar hereby irrevocably undertakes and agrees to, at its own cost and expense, indemnify, defend and hold the BRLM Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, writs, actions, losses, liabilities, damages, awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach) and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such BRLM Indemnified Party is a party, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory, judicial, quasi-judicial, or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or if any information provided by the Registrar to any of the BRLM Indemnified Parties is untrue, incomplete or incorrect in any respect, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligation and responsibilities

under the Registrar Agreement and this Letter of Indemnity, or against the BRLM Indemnified Party, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI or any other governmental, statutory, regulatory, judicial, quasi-judicial and/or administrative authority.

8. The Registrar shall further indemnify and refund all costs incurred by each of the BRLM 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 Issue, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Parties is a party, in each case as such expenses are incurred or paid and 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, including any compensation or other amounts payable or paid by the BRLMs on account of delays in the 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/2021/2480/1/M dated March 16, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative and or regulatory authority or a court of law.
9. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law or otherwise which may be made or commenced against or incurred by any BRLM Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
10. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.
11. 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 the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
12. The Registrar acknowledges and agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis*. 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.
13. The Registrar hereby agrees that failure of any of the BRLM Indemnified Parties to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.
14. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
15. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over such dispute.
16. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed

to such terms under the Draft Red Herring Prospectus and the Red Herring Prospectus and Prospectus in relation to the Issue including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with SEBI, BSE Limited, National Stock Exchange of India Limited and the Registrar of Companies, Chennai at Tami Nadu, as may be applicable.

17. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
18. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed; and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.

In case of the BRLMs:

**ICICI Securities Limited**

ICICI Venture House, Appasaheb  
Marathe Marg  
Prabhadevi  
Mumbai – 400 025  
Email:  
rupesh.khant@icicisecurities.com  
Attention: Rupesh Khant

**Edelweiss Financial Services Limited**

6<sup>th</sup> Floor, Edelweiss House, Off CST Road,  
Kalina,  
Mumbai – 400 098  
Email:  
fivestar.ipo@edelweissfin.com/sachin.khandelwal@edelweissfin.com  
Attention: Sachin Khandelwal

**Kotak Mahindra Capital  
Company Limited**

27BKC, 1st Floor, Plot No. C - 27  
"G" Block, Bandra Kurla  
Complex  
Bandra (East)  
Mumbai – 400 051  
Email: Ajay.Vaidya@kotak.com  
Attention: Ajay Vaidya

**Nomura Financial Advisory and Securities (India) Private Limited**

Ceejay House, Level 11,  
Plot F, Shivsagar Estate,  
Dr. Annie Besant Marg,  
Worli, Mumbai - 400 018  
Email: project-stellar@nomura.com  
Attention: Preeti Nair/Vishal Kanjani

In case of the Registrar:

**KFin Technologies Private Limited**

Selenium Tower B, Plot 31-32  
Gachibowli, Financial District  
Nanakramguda, Hyderabad 500 032  
Telangana  
E-mail: einward.ris@karvy.com  
Attention: M Murali Krishna

Yours sincerely,



*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **KFIN TECHNOLOGIES LIMITED**

---

**Name:** [●]  
**Designation:** [●]  
(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **ICICI SECURITIES LIMITED**

---

(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **EDELWEISS FINANCIAL SERVICES LIMITED**

---

(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**

---

(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

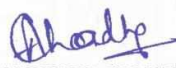
For and on behalf of **NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED**

---

(Authorised Signatory)

## Schedule I

### Certificate of Registration

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	प्रारूप ख FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
भारतीय प्रतिभूति और विनियम बोर्ड <b>SECURITIES AND EXCHANGE BOARD OF INDIA</b> [निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (विनियम 8) (Regulation 8) ०० १५९७ <b>रजिस्ट्रीकरण का प्रमाणपत्र</b> <b>CERTIFICATE OF REGISTRATION</b>		
<p>I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1992 के अधीन बनाये गए नियमों और विनियमों के साथ पठित उस अधिनियम की धारा 12 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रवर्ग-I में निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता/प्रवर्ग-II में निर्गम-रजिस्ट्रार/शेयर अंतरण अभिकर्ता के रूप में</p> <p>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</p> <p><b>KFIN TECHNOLOGIES PRIVATE LIMITED (formerly known as KARVY FINTECH PRIVATE LIMITED) FINANCIAL DISTRICT, NANAKRAMGUDA SERILINGAMPALLY, TELANGANA HYDERABAD-500032</b></p> <p>को नियमों की शर्तों के अधीन रहते हुए और विनियमों के अनुसार क्रियाकलाप करते के लिए, जैसे उसमें विनिर्दिष्ट है, इसके द्वारा रजिस्ट्रीकरण का प्रमाणपत्र देता है।</p> <p>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.</p> <p>II. निर्गम-रजिस्ट्रार और शेयर अंतरण अभिकर्ता का रजिस्ट्रीकरण कोड है।</p> <p>II. Registration Code for the registrar to an issue and share transfer agent is <b>INR000000221</b></p> <p><b>This Certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</b></p> <p>III. जब तक नवीकृत न किया जाए रजिस्ट्रीकरण प्रमाणपत्र तक विधिमानी है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
स्थान Place	Mumbai	
तारीख Date	December 24, 2019	
*जो लागू न हो उसे काट दें। *Delete whichever is not applicable		आदेश से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसकी ओर से By order For and on behalf of Securities and Exchange Board of India  <b>ANUPMA CHADHA</b> प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory

## Schedule II

### **Allocation of activities pertaining to the Assignment**

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

#	Activity	Party Responsible
<b>I.</b>	<b>PRE-OFFER WORK</b>	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with BRLMs/Registrar
2.	Design of Bid cum Application Form, bank schedule, pre-printed stationery, all of whom should be in conformity with applicable laws, regulations and guidelines	Company in consultation with BRLMs/Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by the Designated Intermediaries.	Registrar in consultation with the BRLMs
4.	Arranging dispatch of applications, schedule for listing of applications to collecting and controlling branches of Bankers to the Offer.	Company in consultation with the BRLMs
5.	Placing of orders for and procuring pre-printed stationery	Company
<b>II.</b>	<b>OFFER WORK</b>	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSBs, Bankers to the Offer and obtaining the electronic bid data from the Stock Exchanges	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	a. Collection of final certificate and schedule pages from Nodal branches of SCSBs and the Sponsor Bank  b. Processing all Bid cum Application Forms in respect of the Offer  c. Upon closure of the Offer, collect the Bid file from the Stock Exchanges and validate the DP ID, Client ID and PAN with the depository database and provide a file through the BRLMs to the concerned Depository Participant of the erroneous bids which will be considered as invalid	Registrar  Registrar  Registrar
4.	Informing the Stock Exchanges/ SEBI and providing necessary certificates to BRLMs on closure of the Offer	Company / Registrar
5.	Preparing Underwriter statement in the event of under subscription and seeking extension from the Stock Exchanges for processing	Registrar/ Company/BRLM
6.	Processing of applications received from the Designated Intermediaries	Registrar
7.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
8.	Send the electronic Bid file with certain fields like application no., number of shares and amount or with any other additional fields as maybe required by the SCSBs/the Sponsor Bank to all the SCSBs/the Sponsor Bank to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchanges	Registrar
9.	Transcribing information from documents to magnetic media for computer processing	Registrar
10.	Reconciliation of number of Bids, Equity Shares applied, and money blocked with final certificate received from the SCSBs and the Sponsor Bank	Registrar
11.	Reconciliation of compiled data received from Stock Exchanges with details of collection/blocked amounts received from the bankers to the Offer and SCSBs	Registrar
12.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID and PAN quoted in the Bid downloaded from the Stock Exchanges	Registrar

#	<u>Activity</u>	<u>Party Responsible</u>
13.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID and/or PAN with the depository database. 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
14.	Matching with bid data / reconciliation with Bank Schedules and the final certificate	Registrar
15.	Collection of requests, if any for withdrawal of the Bid cum Application Form and acting thereon received before finalization of basis of allotment	Registrar
16.	Eliminating invalid bids and bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to depositories	Registrar
18.	Identify and reject of applications with technical faults and multiple applications with reference to guidelines / procedures. Registrar to prepare the list of technical rejection cases including rejected Bids based on mismatch between electronic Bid details and depositories data base	Registrar / BRLM / Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and the Designated Stock Exchange. Keeping a proper record of applications and monies blocked from the Bidders and paid to the SCSB's/Bankers to the Offer	Registrar
21.	Finalizing Basis of Allotment after approval of the Designated Stock Exchange	Company in consultation with Registrar/ BRLMs
22.	Preparation of fund transfer schedule based on the approved allotment	Registrar
23.	Assisting the Company in instructing the Depository to carry on the lock-in for pre- Offer capital. Preparation of list of Allottees entitled to receive Equity Shares	Registrar
24.	Allotment of shares on the basis of formula devised by the Stock Exchanges. Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids	Company / Registrar
25.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the following details to the Controlling Branches (CB) of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Company's account within the timelines specified in the ASBA process:  (i) Number of shares to be Allotted against each valid Bid.  (ii) Amount to be transferred from the Escrow Account/ relevant bank account to the Company's Public Offer Account, for each valid Bid.  (iii) The date by which the funds referred in sub-para (ii) above, shall be transferred to the Company's account.  Details of rejected Bids, if any, along with the reasons for rejections and details of withdrawn/unsuccessful ASBAs, if any, to enable SCSBs and the Sponsor Bank to unblock the respective bank accounts.	Registrar
26.	Unblocking the relevant bank account for: Transfer of requisite money to the Company's account against each valid Bid cum Application Form Withdrawn or rejected or unsuccessful Bid cum Application Form	SCSB / Sponsor Bank
27.	Confirm the transfer of requisite money against each successful Bid cum Application Form	Controlling branch of SCSB / Sponsor Bank
28.	Assisting in obtaining of certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/ Registrar
29.	Preparation of reverse list, list of allottees and non-allottees as per the basis of allotment approved by the Stock Exchanges for applicable categories	Registrar
30.	Preparation of allotment register-cum-return statement, register of members index register	Registrar
31.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar



#	<u>Activity</u>	<u>Party Responsible</u>
32.	Preparation of list of brokers, SCSBs, SEBI registered RTAs, DPs authorized to accept and bid as per information provided on the website of the Stock Exchanges to whom brokerage is to be paid	Registrar
33.	Printing of Allotment Advice	Registrar
34.	Printing postal journal for dispatching Allotment Advice cum refund orders and intimation of investors (NECS) by registered Post	Registrar
35.	Printing of distribution schedule for submission to the Stock Exchanges where listing is being done	Registrar
36.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
37.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode for Anchor Investors	Registrar
38.	Overprinting of Allotment Advice, intimation and refund orders, if any	Registrar
39.	Mailing of documents by registered/speed post wherever required	Registrar
40.	Binding of application forms, application schedule and computer outputs	Registrar
41.	Payment of consolidated stamp duty or procuring and affixing stamps of appropriate value	Company
42.	Dispatch of Allotment Advice and CAN within the Registrar timeframe specified in Offer Documents and applicable law	Registrar/Company
43.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time	Company/ BRLMs
44.	To ensure that the Equity Shares are issued/transferred and Allotted only to permitted categories of investors	Registrar
45.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
46.	To ensure that the Equity Shares are issued/transferred and Allotted to persons and entities in accordance with the provisions of the RHP and the Prospectus	Registrar
47.	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
48.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in all newspapers where the Bid Offer Opening/ Closing advertisements have appeared earlier	Company in consultation with the BRLMs
49	<p>Providing all the relevant reports for listing and trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the BRLMs.</p> <p>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.</p> <p>Finalizing various post-Offer monitoring report, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/BRLMs.</p> <p>Coordinating with the Stock Exchanges and Company, in consultation with the BRLMs, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer</p>	Registrar

### **Schedule III**

#### **Schedule of Fees**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Fees (Rs.)</b>
1.	Processing fee per application	Re. 1 for the entire issue
2.	Validating data pertaining to depository option	
3.	Over printing of CAN's	
4.	Preparation of files to ASBA banks/Sponsor Bank for blocking/unblocking of investors account	
5.	Charges for printing bulk mailing register	
6.	Recon between bid files & amount blocked by ASBA Banks/Sponsor Bank	
7.	Additional cost for processing Syndicate ASBA applications/Sponsor Bank	
8.	Preparation of Basis of Allotment	
9.	Fees payable for collection of Final Certificates from the SCSB Banks for both Direct/Syndicate ASBA applications/bids	
10.	Assisting the Company in Listing	
11.	Servicing of Investor, Hosting Investor Allotment / non allotment information on Kfintech Website	

- Services Tax and other Statutory taxes, if any, shall be payable.

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

#### **1.4.2: Reimbursement of other expenses**

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

#### **1.4.3: Pre printed stationery**

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

#### **1.4.4: Representatives fees**

We have offices / representatives all over the country who follow-up with the Bankers for applications and also ensure expeditious dispatch of applications from the collecting branches to our HO for further processing. These representatives will follow up and also ensure expeditious dispatch of applications from the collecting branches to their respective controlling branches. The fee for the same will be Rs.-/- per branch per day for coordination (already included in 1.4.1 table of processing charges above), collection of applications, Provisional Certificates, Reconciliation, Final Certificates, etc., during the pendency and after closure of the issue.

All out of pocket expenses incurred on account of the above, i.e., telephone, telex, fax, telegrams, courier charges, labor charges, collection and dispatch of applications, conveyance, traveling expenses if necessary, etc., shall be reimbursed at actual. Bills and documents in support thereof will be submitted wherever possible.

#### **1.4.5: Payment terms**

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

1. 40% of our fees on closure of the issue, comprising of Registrars fees, and reimbursable expenses (excluding postage and stamp duty)
2. The balance 60% of our fees and reimbursable expenses in addition to the amount payable towards postage and stamp duty, after deducting the advance paid at the time of appointment, immediately after approval of Basis of Allotment by the Regional Stock Exchange
3. In order to maintain the flow of all the activities, we request that the schedule for advances for expenses may be paid to us promptly
4. The billing will be undertaken by us in three parts. The first interim bill will be raised immediately after closure of the issue to cover 40% of our fee based on reported figures, excluding advance, if any, received. The second interim bill will be raised immediately on finalization of basis of allotment. The final bill will be submitted by us within 20 days from the date of dispatch. The balance amount, if any, due and payable to us, will have to be released within a week of submission of our final bill
5. All stationery related to the IPO would contain the address and other contact details as given below:

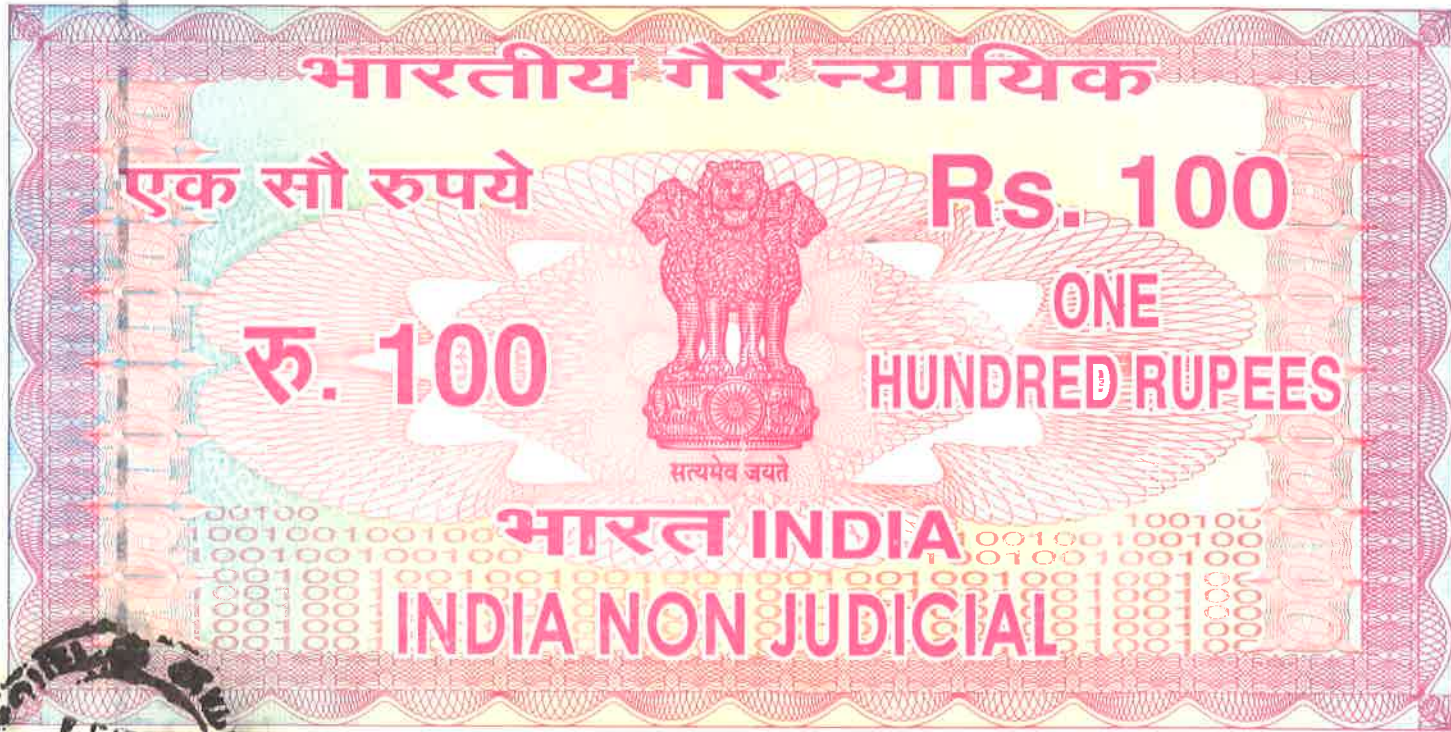
**KFin Technologies Private Limited**

Selenium Tower-B, Plot No. 31 & 32,  
Gachibowli, Financial District  
Nanakramguda, Serilingampally  
Hyderabad 500 032  
Telangana  
Phone: 040-67162222  
Fax: 040-23431551  
Toll Free no.: 1800-345-4001  
Contact person: Mr. M. Murali Krishna, GM

## SCHEDULE IV

### List of Selling Shareholders

S. No.	Selling Shareholder	Such number of Equity Shares aggregating up to (₹ in million)	Date of consent letter	Date of corporate action / board resolution / power of attorney
1.	SCI Investments V	2,571.02	November 8, 2021	November 5, 2021
2.	Matrix Partners India Investment Holdings II, LLC	5,689.19	November 8, 2021	November 3, 2021
3.	Matrix Partners India Investments II Extension, LLC	95.58	November 8, 2021	November 3, 2021
4.	Norwest Venture Partners X - Mauritius	3,856.52	November 9, 2021	November 5, 2021
5.	TPG Asia VII SF Pte. Ltd.	13,497.80	November 9, 2021	October 20, 2021
6.	R Deenadayalan	1,419.84	November 8, 2021	-
7.	D Varalakshmi	389.50	November 8, 2021	-



தமிழ்நாடு சட்டமன்றப் பேரவை TAMILNADU

FIVE-STAR BUSINESS FINANCE LIMITED

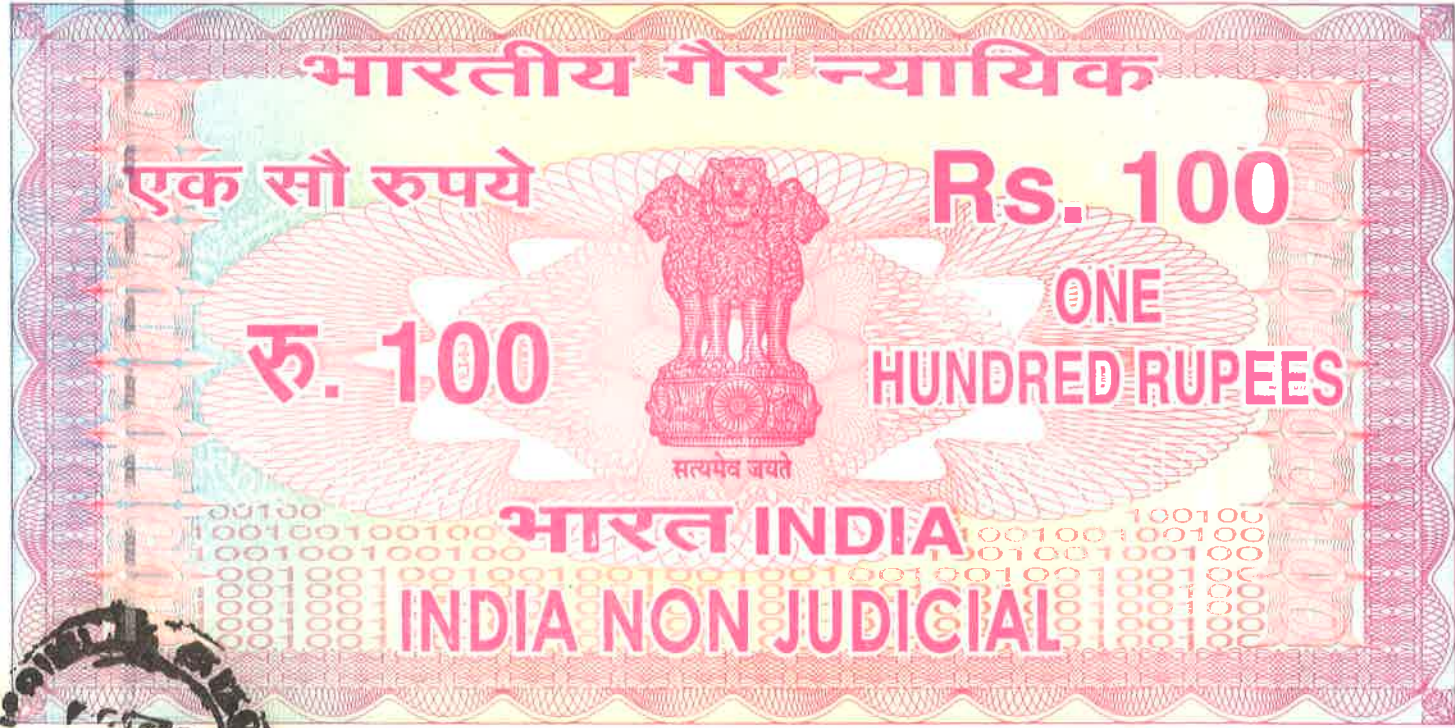
CL 567747

08 NOV 2021

R. LAKSHMANAN  
STAMP VENDOR  
L. C. No: 6/772/B3/96  
No: 261, E.V.R. ROAD  
AMINJIKARAI, CHENNAI 29

This stamp paper forms an integral part of the letter of indemnity dated November 9, 2021 issued by KFin Technologies Private Limited to ICICI Securities Limited, Edelweiss Financial Services Limited, Kotak Mahindra Capital Company Limited and Nomura Financial Advisory and Securities (India) Private Limited





தமிழ்நாடு

TAMILNADU

FIVE-STAR BUSINESS FINANCE CERTIFIED

CL 567748

08 NOV 2021

R. LAKSHMANAN  
STAMP VENDOR  
L. C. No: 6/772/B3/96  
No: 261, E.V.R. ROAD  
AMINJIKARAI, CHENNAI-29

This stamp paper forms an integral part of the letter of indemnity dated November 9, 2021 issued by KFin Technologies Private Limited to ICICI Securities Limited, Edelweiss Financial Services Limited, Kotak Mahindra Capital Company Limited and Nomura Financial Advisory and Securities (India) Private Limited

## **Annexure A**

### **LETTER OF INDEMNITY**

**Date:** November 9, 2021

**ICICI Securities Limited**

ICICI Venture House, Appasaheb Marathe Marg  
Prabhadevi  
Mumbai – 400 025

**Edelweiss Financial Services Limited**

6<sup>th</sup> Floor, Edelweiss House, Off CST Road,  
Kalina,  
Mumbai – 400 098

**Kotak Mahindra Capital Company Limited**

27BKC, 1st Floor, Plot No. C - 27  
"G" Block, Bandra Kurla Complex  
Bandra (East)  
Mumbai – 400 051

**Nomura Financial Advisory and Securities (India)  
Private Limited**

Ceejay House, Level 11,  
Plot F, Shivsagar Estate,  
Dr. Annie Besant Marg,  
Worli  
Mumbai - 400 018

(Collectively, the "**Book Running Lead Managers**" or "**BRLMs**")

**Re: Letter of Indemnity to the BRLMs by KFin Technologies Private Limited ("Registrar"), pursuant to the Agreement entered into between Five Star Business Finance Limited (the "Company"), the Selling Shareholders and the Registrar dated November 9, 2021 (the "Registrar Agreement")**

Dear Sir(s),

1. The Company and the Selling Shareholders (defined below) propose to undertake an initial public offering of equity shares of face value of ₹1 each of the Company ("Equity Shares"), aggregating up to ₹27,519.44 million, comprising an offer for sale of Equity Shares held by certain shareholders (the "**Selling Shareholders**") (the "**Offer**"), in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto ("**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and other Applicable Laws, at such price as may be determined through the book building process under the SEBI ICDR Regulations (the "**Offer Price**"). The Offer includes an offer (i) within India, to Indian institutional, non-institutional, and retail investors in compliance with the ICDR Regulations and in "offshore transactions" as defined in and in reliance on Regulation S ("**Regulation S**") of the United States Securities Act of 1933, as amended (the "**Securities Act**"); (ii) within the United States, only to persons reasonably believed to be "qualified institutional buyers", as defined in Rule 144A of the Securities Act ("**Rule 144A**") under Section 4(a) of the Securities Act, and (iii) outside the United States and India, to institutional investors in "offshore transactions" as defined in and in reliance upon Regulation S under the Securities Act and the applicable laws of the jurisdictions where those offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors (as defined in the Offer Documents) by the Company in consultation with the BRLMs, in accordance with the 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 the Registrar Agreement and in the manner as required under the various regulations and circulars as applicable, framed by the Securities and Exchange Board of India ("**SEBI**"), as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended. The Registrar has been appointed as the Registrar to the Offer by the Company in 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 "**SEBI RTA Regulations**"). In this regard, the Registrar has entered into the Registrar Agreement with the Company and the Selling Shareholders. The Registrar confirms that it has read and fully understands the SEBI ICDR Regulations and the SEBI RTA Regulations and all the relevant circulars, notifications, guidelines and regulations issued by the SEBI (including in relation to

Application Supported by Blocked Amount (“ASBA”)) and Unified Payments Interface (“UPI”) and other Applicable Laws in so far as the same is applicable to its scope of work undertaken pursuant to the Registrar Agreement and the time prescribed within which the allotment and listing of the Equity Shares should be completed and is fully aware of its duties, responsibilities, obligations and the consequences of any delay, deficiency, default or error on its part.

3. The Registrar is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration INR000000221 to act as a Registrar to the Issue (the terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar to the Issue are hereinafter collectively referred to as the “**Assignment**” and include all duties, obligations and responsibilities required to be discharged by a registrar to an offer in the manner as required under the various rules and regulations notified and as prescribed by SEBI and other Applicable Laws), and the Registrar has accepted the Assignment as per the terms and conditions detailed in the Registrar Agreement. The Board of the Company by its resolution dated August 25, 2021 has approved the appointment of KFin Technologies 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 within the timelines prescribed while discharging the Assignment and its duties, obligations and responsibilities under the Registrar Agreement and this letter of indemnity. The Registrar 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.
  - b) Ensure compliance with Applicable Laws including the provisions of the SEBI ICDR Regulations, as amended, and any circulars issued thereunder (including the relevant SEBI circulars and UPI Circulars) along with all/any amendments, changes, issued by SEBI from time to time in this regard; and
  - c) Comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
6. 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 indemnify, at all times, each of the BRLMs and their respective Affiliates and each of their respective directors, management, representatives, officers, employees, associates, advisors, successors, intermediaries and agents or other persons acting on its behalf and permitted assigns, and each other person if any, controlling the BRLMs (collectively, the “**BRLM Indemnified Parties**”), in accordance with the terms of this Letter of Indemnity. 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 executed in favour of the BRLMs.
7. Accordingly, the Registrar hereby irrevocably undertakes and agrees to, at its own cost and expense, indemnify, defend and hold the BRLM Indemnified Parties free and harmless at all times from and against any and all suits, proceedings, claims, demands, writs, actions, losses, liabilities, damages, awards, judgments, costs, charges, other professional fees and expenses, including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs and court costs arising out of such breach (or alleged breach) and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or any other person, whether or not such BRLM Indemnified Party is a party, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, statutory, administrative and/or statutory or regulatory, judicial, quasi-judicial, or administrative authority, or any of the representations and warranties, terms and conditions set out in the Registrar Agreement, or if any information provided by the Registrar to any of the BRLM Indemnified Parties is untrue, incomplete or incorrect in any respect, or any delay, failure, gross negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's duties, obligation and responsibilities



under the Registrar Agreement and this Letter of Indemnity, or against the BRLM Indemnified Party, including as a consequence of any act or omission of, or any negligence, failure, deficiency, default or error on the part of the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf in performing the Assignment or fulfilling any of its functions, duties, obligations or services under the Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by SEBI or any other governmental, statutory, regulatory, judicial, quasi-judicial and/or administrative authority.

8. The Registrar shall further indemnify and refund all costs incurred by each of the BRLM 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 Issue, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Parties is a party, in each case as such expenses are incurred or paid and 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, including any compensation or other amounts payable or paid by the BRLMs on account of delays in the 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/2021/2480/1/M dated March 16, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, and in responding to queries relating to such services from SEBI and/or the Stock Exchanges and/or any other statutory, judicial, administrative and or regulatory authority or a court of law.
9. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law or otherwise which may be made or commenced against or incurred by any BRLM Indemnified Party as a consequence of any act or omission of, or any failure, default, deficiency or error on the part of, the Registrar and/or any of its partners, representatives, officers, directors, employees, agents, advisors, management or other persons acting on its behalf in performing the Assignment and services under the Registrar Agreement and this Letter of Indemnity.
10. This Letter of Indemnity may be amended or altered only with the prior written approval of each of the BRLMs.
11. 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 the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
12. The Registrar acknowledges and agrees that the obligations of the Registrar under the Registrar Agreement are incorporated in this letter *mutatis mutandis*. 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.
13. The Registrar hereby agrees that failure of any of the BRLM Indemnified Parties to exercise part of any of its right under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLM Indemnified Party of any of its rights established herein.
14. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
15. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over such dispute.
16. All capitalized terms not specifically defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have the same meaning ascribed

to such terms under the Draft Red Herring Prospectus and the Red Herring Prospectus and Prospectus in relation to the Issue including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with SEBI, BSE Limited, National Stock Exchange of India Limited and the Registrar of Companies, Chennai at Tami Nadu, as may be applicable.

17. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal. All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai. The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
18. Any notice or other communication given pursuant to this Letter of Indemnity must be in writing and (a) delivered personally, (b) sent by electronic mail, (c) or sent by speed post/ registered post A.D., postage prepaid, to the address of the party specified herein below. All notices and other communications required or permitted under this Letter of Indemnity that are addressed if delivered personally or by overnight courier shall be deemed given upon delivery; if sent by electronic mail, be deemed given when electronically confirmed; and if sent by speed post/ registered post A.D./postage prepaid, be deemed given when received.

In case of the BRLMs:

**ICICI Securities Limited**

ICICI Venture House, Appasaheb  
Marathe Marg  
Prabhadevi  
Mumbai – 400 025  
Email:  
rupesh.khant@icicisecurities.com  
Attention: Rupesh Khant

**Edelweiss Financial Services Limited**

6<sup>th</sup> Floor, Edelweiss House, Off CST Road,  
Kalina,  
Mumbai – 400 098  
Email:  
fivestar.ipo@edelweissfin.com/sachin.khandelwal@edelweissfin.com  
Attention: Sachin Khandelwal

**Kotak Mahindra Capital  
Company Limited**

27BKC, 1st Floor, Plot No. C - 27  
"G" Block, Bandra Kurla  
Complex  
Bandra (East)  
Mumbai – 400 051  
Email: Ajay.Vaidya@kotak.com  
Attention: Ajay Vaidya

**Nomura Financial Advisory and Securities (India) Private Limited**

Ceejay House, Level 11,  
Plot F, Shivsagar Estate,  
Dr. Annie Besant Marg,  
Worli, Mumbai - 400 018  
Email: project-stellar@nomura.com  
Attention: Preeti Nair/Vishal Kanjani

In case of the Registrar:

**KFin Technologies Private Limited**

Selenium Tower B, Plot 31-32  
Gachibowli, Financial District  
Nanakramguda, Hyderabad 500 032  
Telangana  
E-mail: einward.ris@karvy.com  
Attention: M Murali Krishna

Yours sincerely,

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **KFIN TECHNOLOGIES PRIVATE LIMITED**



---

**Name:** M.Muralikrishna  
**Designation:** Vice President  
(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **ICICI SECURITIES LIMITED**



---

(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **EDELWEISS FINANCIAL SERVICES LIMITED**



**Neetu Ranka**  
Director

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**

The image shows a handwritten signature in black ink, which appears to be 'Agarwal', followed by a horizontal line. To the right of the signature is a circular blue ink stamp. The stamp contains the text 'KOTAK MAHINDRA CAPITAL COMPANY LTD.' around the perimeter and 'MUMBAI' in the center.

---

(Authorised Signatory)

*This signature page forms an integral part of the Letter of Indemnity provided by KFin Technologies Private Limited to the BRLMs.*

**IN WITNESS WHEREOF**, the parties have entered into this Letter of Indemnity on the date mentioned above.

For and on behalf of **NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED**



---

(Authorised Signatory)