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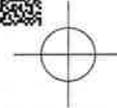
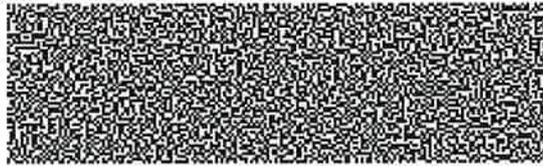
INDIA NON JUDICIAL

**Government of Karnataka**

Rs. 500

**e-Stamp**

**Certificate No.** : IN-KA88932785869796W  
**Certificate Issued Date** : 23-Apr-2024 04:47 PM  
**Account Reference** : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR5/ KA-SV  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0837273597186613W  
**Purchased by** : Swiggy Limited and Selling Shareholders  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : Registrar Agreement  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : Swiggy Limited and Selling Shareholders  
**Second Party** : Link Intime India Private Limited  
**Stamp Duty Paid By** : Swiggy Limited and Selling Shareholders  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



Please write or type below this line

**THIS STAMP PAPER FORMS AN INTEGRAL PART OF THIS REGISTRAR AGREEMENT DATED APRIL 25, 2024, ENTERED INTO BY AND BETWEEN SWIGGY LIMITED, THE PERSONS NAMED IN ANNEXURE A AND LINK INTIME INDIA PRIVATE LIMITED.**

**Statutory Alert:**

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

INDIA NON JUDICIAL GOVERNMENT OF KARNATAKA

**DATED APRIL 25, 2024**

**REGISTRAR AGREEMENT**

**BY AND AMONGST**

**SWIGGY LIMITED**

**AND**

**THE PERSONS NAMED IN ANNEXURE A HERETO (“SELLING SHAREHOLDERS”)**

**AND**

**LINK INTIME INDIA PRIVATE LIMITED**

**THIS REGISTRAR AGREEMENT (“AGREEMENT”) IS ENTERED INTO THIS DAY OF APRIL 25, 2024 AT BANGALORE, INDIA BETWEEN:**

1. **SWIGGY LIMITED**, a company incorporated under the Companies Act, 2013, as amended, and having its registered office at No. 55, Sy No. 8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru 560 103, Karnataka, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;

**AND**

2. **THE PERSONS NAMED IN ANNEXURE A 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 each of its respective successors-in-interest and permitted assigns, of the **SECOND PART**;

**AND**

3. **LINK INTIME INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, as amended and having its registered office at C-101, 1<sup>st</sup> Floor, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India, (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **THIRD PART**.

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

**WHEREAS:**

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of its equity shares of face value of ₹1 each (“**Equity Shares**”) comprising of a fresh issue aggregating up to ₹37,500 million by the Company (“**Fresh Issue**”) and an offer for sale of up to 186,212,871 Equity Shares (“**Offered Shares**”) by the Selling Shareholders, severally and not jointly, as indicated for the respective Selling Shareholder in **Annexure A** (“**Offer for Sale**”) and together with the Fresh Issue, the “**Offer**”). The Offer shall be undertaken through the book building method (“**Book Building Process**”), as prescribed in Regulation 6(2) and Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (“**SEBI ICDR Regulations**”). The Company and Selling Shareholders have engaged Kotak Mahindra Capital Company Limited, Citigroup Global Markets India Private Limited, J.P. Morgan India Private Limited, Avendus Capital Private Limited, BofA Securities India Limited, ICICI Securities Limited and Jefferies India Private Limited to act as the book running lead managers (“**BRLMs**” or “**Lead Managers**”) in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the SEBI ICDR Regulations and other Applicable Laws (as defined herein). The Offer will be made (i) within India, to investors in accordance with the SEBI ICDR Regulations and (ii) outside the United States to investors that are not U.S. persons (as defined under Regulation S (“**Regulation S**”) of the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”)) and not persons acquiring for the account or benefit of U.S. persons in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the U.S. Securities Act, as amended and the applicable laws of the jurisdictions where offers and sales occur; and (C) to investors in the United States, or to or for the account or benefit of, U.S. persons, in each

case that are both “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act in transactions exempt from the registration requirements of the U.S. Securities Act and “qualified purchasers” as defined under the U.S. Investment Company Act of 1940 (“**U.S. Investment Company Act**”) in reliance upon Section 3 (c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Company, in consultation with the BRLMs, may consider an issuance of specified securities, including by way of a private placement or such other route as may be applicable law, for a cash consideration of up to ₹7,500 million, at its discretion, prior to the filing of the Red Herring Prospectus with the RoC (“**Pre-IPO Placement**”). If the Pre-IPO Placement is undertaken, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement, subject to the Offer complying with Rule 19(2)(b) of SCRR. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue.

- (B) The board of directors of the Company (the “**Board of Directors**”), pursuant to a resolution dated April 18, 2024 have authorized and approved the Offer. Further, the shareholders of the Company, pursuant to a special resolution dated April 23, 2024 in accordance with Section 62(1)(c) of the Companies Act, have approved and authorized the Fresh Issue.
- (C) The Company is in the process of filing a pre-filed draft red herring prospectus (“**Pre-filed Draft Red Herring Prospectus**” or “**Pre filed-DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”), the BSE Limited and the National Stock Exchange of India Limited (together, the “**Stock Exchanges**”) and will subsequently file the updated draft red herring prospectus - I (“**UDRHP-I**”) and updated draft red herring prospectus - II (“**UDRHP-II**”) with SEBI, red herring prospectus (“**RHP**”) and the prospectus (“**Prospectus**”), including any amendments, addendums or corrigenda issued thereto (collectively, the “**Offer Documents**”) with the Registrar of Companies, Karnataka at Bengaluru (“**RoC**”) and file a copy of such Red Herring Prospectus and Prospectus with the SEBI and the Stock Exchanges in relation to the Offer.
- (D) Each of the Selling Shareholders have severally and not jointly, authorized and consented to participate in the Offer for Sale to the extent of their respective portion of the Offered Shares. The Selling Shareholders have approved their participation in the Offer by way of their respective consent letter/ resolution of the Board of Directors as specified in Error! Reference source not found..
- (E) The Company and the Selling Shareholders, severally and not jointly have appointed the BRLMs to manage the Offer on such terms and conditions as agreed with them and the BRLMs have accepted the engagement in terms of their engagement letter, subject to the terms and conditions set forth therein;
- (F) The Registrar is an entity registered with the SEBI under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**RTA Regulations**”) and has a valid and subsisting registration number INR000004058 to act as the Registrar to the Offer, which is valid since July 15, 2014;
- (G) The Company along with each of the Selling Shareholders, severally and not jointly have agreed to appoint the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and such Assignment includes all responsibilities required to be discharged by a registrar to the Offer and in the manner as required under the various rules and regulations including the RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, bearing number SEBI/HO/MIRSD/POD-1/P/CIR/2023/70, dated May 17, 2023 (“**SEBI RTA Master**”).

**Circular**”) as applicable and as passed by SEBI, as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”), as amended and the Registrar has accepted the Assignment. The Board of Directors by its resolution dated April 18, 2024 have approved the appointment of Link Intime India Private Limited as the Registrar to the Offer as per the terms and conditions detailed in this Agreement.

- (H) In terms of Regulation 9A(1)(b) of the RTA Regulations and Paragraph 3.5 of the SEBI RTA Master Circular, the Registrar is required to enter into a valid and legally binding agreement with the Company and each of the Selling Shareholders, severally and not jointly for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.

In accordance with the SEBI ICDR Regulations, the application supported by blocked amount (the “**ASBA**”) process is mandatory for all investors Bidding in the Offer (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. The UPI Bidders (as defined hereinafter) in the Offer are required to apply through unified payment interface mechanism (the “**UPI Mechanism**”), in accordance with, and based on the timeline and conditions prescribed under SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/P/ CIR/2022/75 dated May 30, 2022 and the SEBI RTA Master Circular (to the extent pertaining to UPI) along with the circular issued by National Stock Exchange of India Limited (“**NSE**”) having reference no. 25/2022 dated August 3, 2022; and (ii) the circular issued by BSE Limited (“**BSE**”, together with NSE, the “**Stock Exchanges**”) having reference no. 20220803-40 dated August 3, 2022 and any subsequent circulars or notifications issued by SEBI and the Stock Exchanges in this regard, and any other Applicable Law. Further, the final reduced timeline of T+3 days for the UPI Mechanism for applications by UPI Bidders (“**UPI Phase III**”) and modalities of the implementation of UPI Phase III have been notified by SEBI vide its circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023 (collectively, “**UPI Circulars**”) and made effective subsequently, on a voluntary basis for all issues opening on or after September 1, 2023 and on a mandatory basis for all issues opening on or after December 1, 2023. The UPI Mechanism has come into force from January 1, 2019, in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.

- (I) Further, pursuant to the SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2022/75 dated May 30, 2022 (“**ASBA Circular**”), the Registrar along with the Self-Certified Syndicate Banks (“**SCSBs**”) have undertaken necessary systematic and procedural arrangements for effective implementation of ASBA Circular, thus, ensuring that ASBA applications are processed only after application money is blocked in the investor’s bank account. The Registrar and SCSBs will comply with any additional circulars or other Applicable Law, and the instructions of the BRLMs, as may be issued in connection with the ASBA Circular.
- (J) In this Agreement, the term “UPI Bidders” shall mean, collectively, individual investors applying as (i) Retail Individual Bidders in the Retail Portion; and (ii) Non-Institutional Bidders with an application size of up to ₹ 500,000 in the Non-Institutional Portion, and Bidding under the UPI Mechanism through ASBA Form(s) submitted with Syndicate Members, Registered Brokers, Collecting Depository Participants and Registrar and Share Transfer Agents. Pursuant to Circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022 issued by SEBI, all individual investors applying in public issues where the application amount is up to ₹ 500,000 shall use UPI and shall provide their UPI ID in the bid-cum-application form submitted with: (i) a syndicate member; (ii) a stock broker

registered with a recognized stock exchange (whose name is mentioned on the website of the stock exchange as eligible for such activity); (iii) a depository participant (whose name is mentioned on the website of the stock exchange as eligible for such activity); and (iv) a registrar to an issue and share transfer agent (whose name is mentioned on the website of the stock exchange as eligible for such activity).

- (K) In this Agreement, the term “UPI Mechanism” shall mean, the process for applications by UPI Bidders submitted with intermediaries with UPI as mode of payment, in terms of the UPI Circulars.
- (L) “Non-Institutional Portion” being the portion of the Offer not more than 15% of the Net Offer shall be available for allocation to Non- Institutional Bidders, subject to (a) one-third of the portion available to Non- Institutional Bidders shall be reserved for applicants with an application size of more than ₹200,000 and up to ₹1,000,000; and (b) two-third of the portion available to NIBs shall be reserved for applicants with application size of more than ₹1,000,000, provided that the unsubscribed portion in either of the subcategories specified above may be allocated to applicants in the other sub-category of Non- Institutional Bidders.
- (M) “QIB Portion” being the portion of the Offer (including the Anchor Investor Portion) being not less than 75% of the Offer which shall be available for allocation on a proportionate basis to QIBs (including Anchor Investors in which allocation shall be on a discretionary basis, as determined by our Company in consultation with the BRLMs up to a limit of 60% of the QIB Portion), subject to valid Bids being received at or above the Offer Price or Anchor Investor Offer Price.
- (N) “Retail Portion” being the portion of the Offer being not more than 10% of the Net Offer which shall be available for allocation to Retail Institutional Bidders in accordance with the SEBI ICDR Regulations, subject to valid Bids being received at or above the Offer Price.
- (O) “Working Day” shall mean all days on which commercial banks in Mumbai are open for business. In respect of announcement of Price Band and Bid/ Offer Period, Working Day shall mean all days, excluding Saturdays, Sundays and public holidays, on which commercial banks in Mumbai are open for business. In respect of the time period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, Working Day shall mean all trading days of the Stock Exchanges, excluding Sundays and bank holidays in India, as per circulars issued by SEBI, including the UPI Circulars.
- (P) All capitalised terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the Offer Documents to be filed with SEBI, the Registrar of Companies, Karnataka at Bengaluru and Stock Exchanges, as may be applicable and the Offer Agreement to be executed among the Company, the Selling Shareholders and the Lead Managers in relation to the Offer.

**THEREFORE, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the sufficiency of which is acknowledged by each of the Parties, 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 any other entity having legal capacity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Agreement or to such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented, novated or replaced;
- (f) reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, clause, section, paragraph, recital, preamble, schedule or annexure of this Agreement;
- (g) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, consolidated, modified, extended, re-enacted or replaced;
- (h) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (i) references to the Offer Documents shall mean the Offer Documents as of their respective dates;
- (j) all capitalized terms used but not defined herein shall have the meaning assigned to them in the Offer Documents and the Offer Agreement, as the case may be;
- (k) 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;
- (l) unless otherwise defined the reference to the word ‘days’ shall mean calendar days;
- (m) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day;
- (n) in this Agreement the term “ASBA” shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorising SCSBs to block the Bid Amount in the ASBA Account and will include applications made by UPI Bidders using the UPI Mechanism, where the Bid Amount will be blocked upon acceptance of UPI Mandate Request by UPI Bidders; and
- (o) the Parties acknowledge and agree that the Annexures and Schedules attached hereto form an integral part of this Agreement.

2. The Company and each of the Selling Shareholders, severally and not jointly hereby appoint Link Intime India Private Limited as Registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment, as set out in this Agreement, and signing this Agreement through its authorised signatory.

3. The Registrar hereby undertakes to perform and fulfill the Assignment, as described herein including all such works which are not specifically mentioned herein but are reasonably implied for completion of the Assignment and to provide such other functions, duties, obligations and services as are mentioned herein and required as per applicable laws (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI including but not limited to the UPI Circulars) and the applicable provisions of the Companies Act, (“**Applicable Laws**”) in respect of the Offer. The Registrar undertakes that it shall be the Registrar’s sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with the Applicable Laws, and such functions, duties, obligations and services as required under the terms of this Agreement.
4. Notwithstanding anything to the contrary contained 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 Shareholder shall be liable, directly or indirectly, for the obligations of the Company or the Registrar or 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, defaults or omissions of any other Party and the obligations of each of the Selling Shareholders under this Agreement shall be limited to the extent of their respective portion of the Offered Shares.
5. The Registrar represents, warrants, declares and undertakes that:
  - (a) It is duly incorporated and validly exists under the Applicable Laws. It has obtained a certificate of permanent registration from SEBI and that the certificate dated July 15, 2014, bearing registration number INR000004058 is valid unless suspended or cancelled by SEBI. A copy of the registration certificate is included as Error! Reference source not found. hereto. The Registrar shall also ensure that the certificate of registration shall remain valid and in force at all times until the completion of the Assignment including by taking prompt steps for renewal or re-application if it is cancelled earlier. The Registrar will keep the Company, each of the Selling Shareholders and the Lead Managers informed in writing on an immediate basis if its registration is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the Assignment and the activities mentioned in this Agreement by any regulatory, statutory, quasi-judicial, judicial, governmental and/or administrative authority.
  - (b) It shall keep and maintain the books of account, other records and documents specified in Regulations 14 and 15 of the RTA Regulations, in respect of eight preceding financial years for a period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be required under Applicable Laws.
  - (c) Any and all records/documents referred to and forming part of the Annexure – 6 to the SEBI RTA Master Circular, shall be preserved and maintained by the Registrar for a 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 the 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 purposes of the RTA Regulations.

- (e) It has a clean track record and no penalty has been imposed upon it or on any of its directors, management, representative, officers, employees, advisors, successors and agents or other persons acting on its behalf and permitted assigns by SEBI now or in the last five years, except in the case of an adjudication order issued by SEBI bearing no. Order/BM/JR/2022-23/23296 – 23297 dated January 31, 2023, passed in the matter of a complaint by Pushpaben Rasiklal Patel. 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, regulatory, governmental, quasi-judicial, judicial, administrative and/or or supervisory authority, or court/ tribunal and that it is not debarred, prohibited or suspended from carrying on its activities as a ‘Registrar to the Offer’ by SEBI or any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority or court / tribunal, including the activities in relation to the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, each of the Selling Shareholders, their respective affiliates and each of their respective partners, management, promoters, directors, representatives, officers, employees, advisors, successors, permitted assigns and agents (collectively, along with the Selling Shareholders, the “**Selling Shareholders Indemnified Parties**”), and the Lead Managers of the same on an immediate basis in writing and cooperate and at no additional cost endeavor to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of the Offer related data and files to such replacement registrar as specified by the Lead Managers in consultation with the Company and each of the Selling Shareholders. In the event, (i) the Company its affiliates, advisors, its successors and its directors, officers, employees and agents (collectively, along with the Company, the “**Company Indemnified Parties**”), (ii) the Selling Shareholders Indemnified Parties; and/or (iii) the Lead Managers or any of their respective affiliates and each of their respective partner, management, promoters, directors, officers, employees, advisors, representatives, successors, permitted assigns and agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such indemnified persons within the meaning of the SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 (collectively, along with the Lead Managers, the “**Lead Managers’ Indemnified Parties**”) incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Company Indemnified Parties, each of the Selling Shareholders Indemnified Parties and/or the Lead Managers’ Indemnified Parties, severally and not jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below).
- (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 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 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”), UPI Circulars, SEBI RTA Master Circular and any other applicable rules and regulations, and shall act in an ethical manner in all its dealings pursuant to this Agreement, with

the Company, each of the Selling Shareholders Indemnified Parties, the Lead Managers and any other person in relation to the Offer, including any other intermediaries and the Bidders. The Registrar will not take up any activities which are likely to be in conflict with its own interests, or the interests of the Company, the Company's shareholders, any of the Selling Shareholders, the Lead Managers and any other person in relation to the Offer, including any other intermediary and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or any other Applicable Laws.

- (g) It shall make adequate disclosure in writing to the Company, each of the Selling Shareholders and the Lead Managers of any existing and/or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service during the course of this Assignment. It shall immediately notify the Company, each of the Selling Shareholders and the Lead Managers in writing of delays, anticipated delays or errors in completion of any of the formalities in the performance of the Assignment and other services indicated herein and shall indemnify the Company, each of the Selling Shareholders Indemnified Parties and the Lead Managers' Indemnified Parties, severally and not jointly, for any losses caused due to such error or delays, if such error or delays are caused by the actions/omissions of the Registrar, in accordance with the terms of this Agreement and the Letter of Indemnity. It shall cooperate and comply with any instructions that the Company, each of the Selling Shareholders and/or the Lead Managers, may provide in respect of the Offer. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder with respect to the relevant Offered Shares.
- (h) It shall carry out the Assignment and complete all the formalities accurately, diligently, with due care and caution and within the specified time limits as per the Applicable Laws, including without limitation, the SEBI ICDR Regulations, UPI Circulars, SEBI RTA Master Circular and rules, regulations, and bye-laws of the Stock Exchanges, the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time and the SEBI Listing Regulations. The Registrar shall also notify the Company, each of the Selling Shareholders and the Lead Managers in writing of any errors committed while completing any of the formalities which could not be prevented and any corrective action taken in that regard and shall indemnify the Company, each of the Selling Shareholders Indemnified Parties and the Lead Managers' Indemnified Parties, severally and not jointly, for any losses caused due to such error or delays.
- (i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up, data maintenance and disaster recovery systems and the net-worth as stipulated in the RTA Regulations and SEBI RTA Master Circular to honour its obligations and liabilities under this Agreement. It shall have a separate and 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.

- (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 and the RTA Regulations.
- (l) It shall cooperate and comply with any instructions that the Company, each of the Selling Shareholders and/or the Lead Managers may provide in respect of the Offer in accordance with the terms of this Agreement and subject to Applicable Law. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective proportion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder in relation to its respective portion of the Offered Shares.
- (m) It has connectivity with the depositories, namely the National Securities Depository Limited (the "NSDL") and the Central Depository Services (India) Limited (the "CDSL", and together with NSDL, the "Depositories") and in the event of failure of internet and / or software issues of the Depositories, it undertakes to conduct all such exercise manually.
- (n) It undertakes that the demographic details given by the Bidders in the Application Forms will not be used by it for purposes other than in relation to the Offer.
- (o) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as a registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company, each of the Selling Shareholders and the Lead Managers in writing of any such litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority.
- (p) There is no show-cause notice received by it, or any pending investigation or inquiries against it, the outcome of which may affect the Registrar's ability to perform the Assignment and/ or its duties or obligations under this Agreement.
- (q) The Registrar is in compliance with the requirements of the SEBI circular dated August 10, 2018, for enhanced monitoring of qualified registrar to an issue and share transfer agents, nearing reference no. SEBI/HO/MISRD/DoP/CIRP/2018/119.
- (r) The Registrar is duly incorporated and validly exists under Applicable Laws. This Agreement has been duly authorised, executed and delivered by it and constitutes valid and legally binding obligations on the Registrar, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the Assignment by the Registrar does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to or any agreement, deed or undertaking entered into by the Registrar.
- (s) In the event the Registrar is unable to continue to act as the Registrar to the Offer, or perform any of its obligations, at any point of time, due to any order, injunction, direction of any statutory or regulatory or quasi-judicial, governmental or administrative or judicial authority, or otherwise it shall immediately inform the Company, each of the Selling Shareholders and the Lead Managers in writing and take steps, in consultation with and as per the direction of the Company, each of

the Selling Shareholders for a smooth transition in respect of its roles, responsibilities and obligations as the Registrar to the Offer, including transition of any data held by the Registrar in relation to the Offer and the Equity Shares (at no cost to the Company or any of the Selling Shareholders for such transition), to another registrar as may be appointed by the Company and each of the Selling Shareholders in consultation with the Lead Managers. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.

- (t) It shall keep the Company, each of the Selling Shareholders and the Lead Managers fully informed in writing about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory, statutory, judicial, quasi-judicial, governmental or administrative authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, statutory, quasi-judicial, governmental, administrative or judicial authority, as may be applicable and shall also immediately inform the Company, each of the Selling Shareholders and the Lead Managers in case of any change in its constitution or status in writing, and obtain written consent from the Company and each of the Selling Shareholders with respect to such change in status / 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, circulars etc. issued by SEBI or the Central Government and for redressal of investor grievances in accordance with Regulation 15A of the RTA Regulations, SEBI RTA Master Circular and other applicable provisions of the RTA Regulations.
  - (v) 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 to the Offer, within 15 days from the date of termination of this Agreement or within 15 days from the date of expiry/cancellation of its certificate of registration as a registrar, whichever is earlier. The Registrar shall provide back-up documents for the transactions to the Lead Managers within one month of closure of the Offer. It has formulated and implemented a comprehensive policy framework approved by its board of directors, and is in compliance with the requirements of, and has implemented all systems and policies as required under the SEBI RTA Master Circular and in the event of failure of internet and / or software issues of the Depositories, it undertakes to conduct all the exercise manually.
6. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, and all other Applicable Laws, rules, regulations and guidelines, to enable it to undertake the Offer. The Company also agrees that it will coordinate with the Registrar and will not give any instructions which are in violation of any applicable legislation, and any rules, regulations and guidelines issued by SEBI and any other statutory, quasi-judicial, governmental, administrative or judicial / regulatory authority. All obligations of the Parties shall be several and not joint and no Party shall be liable for any default by another Party. If the Registrar receives any instructions under this Agreement, which are not in conformity with the Applicable Laws, the Registrar shall immediately notify the Company, each of the Selling Shareholders and the Lead Managers in writing about such instructions pursuant to which the Company, or any of the Selling Shareholders, severally and not jointly or the Lead Managers, as applicable, will be free to withdraw/ modify or clarify such instructions, if required. For the avoidance of doubt, it is clarified that the obligations of the each of the

Selling Shareholders under this Agreement shall be limited to the extent of its respective portion of the Offered Shares.

7. This Agreement entered into between the Company, Selling Shareholders and the Registrar is for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company and/or any of the Selling Shareholders to appoint Link Intime India Private Limited as the registrar and transfer agent of the Company and/ or any of the Selling Shareholders. The Company and each of the Selling Shareholders have the absolute right to appoint any other agency as its registrar and transfer agent. In the event of appointment of any other agency as the registrar and transfer agent of the Company other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available to the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and transfer agent appointed by the Company and each of the Selling Shareholders in consultation with the Lead Managers without any additional charges. The Registrar is aware that in such situations any unreasonable delay in doing so will cause difficulties to the Company, any of the Selling Shareholders and/or its investors for which the Registrar will be liable.
8. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which is indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations, SEBI RTA Master Circular and the RTA Regulations. The Parties may include further activities agreed upon provided all the activities pertaining to the Assignment shall be listed and agreed upon mutually between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Underwriting Agreement, Share Escrow Agreement, Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement, 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 Laws and any other agreement related to the Offer to which it is a party and the Offer Documents. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, logo and other requisite details (including address, contact and SEBI registration details) required under Applicable Laws, in the Offer Documents and in all such other documents as are required for the Offer and agrees to provide a consent letter in a form and manner satisfactory to the Company, each of the Selling Shareholders and the Lead Managers.
9. Without prejudice to the above, the Registrar's Assignment will include, without limitation, the following activities:
  - (a) Enter into a share escrow agreement ("**Share Escrow Agreement**") with the Company and the Selling Shareholders in terms of which a share escrow account will be opened ("**Share Escrow Account**") with the Registrar prior to the filing of the Red Herring Prospectus. The Registrar shall operate the Share Escrow Account in accordance with the terms of the Share Escrow Agreement and also ensure that the Offered Shares are transferred to the Share Escrow Account only in accordance with the Share Escrow Agreement.
  - (b) Enter into an cash escrow and sponsor bank agreement with the Company, the Selling Shareholders , the Lead Managers, the Syndicate Members and the Banker(s) to the Offer (including the Sponsor Bank(s)) ("**Cash Escrow and Sponsor Bank Agreement**") in terms of which relevant escrow accounts and other accounts ("**Escrow Accounts**") will be opened wherein the Registrar shall issue

requisite instructions to the Banker(s) to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement.

- (c) Enter into the syndicate agreement with the Company, the Selling Shareholders, the Lead Managers and the Syndicate Members (“**Syndicate Agreement**”) and an underwriting agreement with the Company, the Selling Shareholders and the underwriters (“**Underwriting Agreement**”) in relation to fulfilment of underwriting obligations, if required. The Registrar shall provide the necessary notices and perform such other functions as may be agreed upon in accordance with such Syndicate Agreement and Underwriting Agreement.
- (d) Liaising with the Depositories on behalf of the Company and each of the Selling Shareholders for obtaining the International Securities Identification Number (“**ISIN**”) of the Equity Shares and for finalizing and being a party to the tripartite agreement to be entered into with the Company and the Depositories;
- (e) Facilitating dematerialisation, if required, of the Company’s Equity Shares held by its existing shareholders, including the Selling Shareholders, prior to the filing of the Pre-filed Draft Red Herring Prospectus.
- (f) Facilitating conversion, if required, of any outstanding convertible securities held by the existing shareholders of the Company, if any, including any of the Selling Shareholders, to Equity Shares prior or post the filing of the Pre-filed Draft Red Herring Prospectus, as may be required under Applicable Law;
- (g) Provide detailed instructions to the Bankers to the Offer (including the Sponsor Bank(s)), Escrow Collection Bank, SCSBs, members of Syndicate, Collecting Depository Participants (“**CDPs**”), sub-syndicate members/ agents, Registrars to the Offer and Transfer Agents registered with SEBI (“**RTAs**”), Public Offer Account Bank and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the “**Designated Intermediaries**”), including the format and timeline of receipt of information;
- (h) To enter into any other agreement with the Company, the Selling Shareholders, and/or the Lead Managers, or any other persons, as applicable, in terms of which the Registrar shall perform functions as may be agreed upon in accordance with such agreement.
- (i) Providing/ specifying the format and timelines to the Designated Intermediaries as applicable in which information in relation to ASBA process or the UPI Mechanism is required;
- (j) Accepting and collecting completed ASBA forms;
- (k) Finalizing with the Company, each of the Selling Shareholders and the Lead Managers on the amount of processing fees payable to SCSBs and the Sponsor Bank(s) with respect to the syndicate, ASBA, Bids made by UPI Bidders 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 members of the Syndicate, sub-Syndicate members / agents, SCSBs, the Registered Brokers, the CDPs and the RTA to them before the Bid/ Offer Opening Date and the Bid/Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any, to the Designated Intermediaries;

- (l) Intimating to the Designated Intermediaries and the Sponsor Bank(s) 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;
- (m) Providing detailed instructions to the Escrow Collection Banks (in relation to Bids by Anchor Investors) and SCSBs, the Sponsor Bank(s) and the Designated Intermediaries, as applicable, including the format and timeline of receipt of information and any information in relation to ASBA or the UPI Mechanism;
- (n) Finalising with the Company, each of the Selling Shareholders and the Lead Managers on the amount of processing fees, brokerage and commission payable to the Designated Intermediaries and intimating to the Designated Intermediaries before opening of the Offer, the basis of the commission payable to the SCSBs, before the Bid/ Offer Opening Date and Bid/ Offer Closing Date, including details of revision in Price Band, Floor Price, Bid/ Offer Period, if any;
- (o) Ensuring that, with respect to UPI Bidders using the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- (p) To ensure that the PAN details of the Bidders are linked with Aadhar and are in compliance with the Central Board of Direct Taxes notification G.S.R 11(E) dated February 13, 2020 and press release dated June 25, 2021;
- (q) Providing inputs for finalising the Bankers to the Offer for (i) collection of application money from the Anchor Investors in Escrow Account, (ii) transfer of the Offer proceeds to the Public Offer Account in accordance with the Companies Act, (iii) unblocking of application money and transfer of refunds to be paid to Anchor Investors; and (iv) assisting in identification of the collecting branches at the collection centres finalised;
- (r) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/ mobile applications whose name appears on the SEBI website ([www.sebi.gov.in](http://www.sebi.gov.in)) on the following path:  
  
Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as issuer banks for UPI;
- (s) It shall be the sole responsibility of the Registrar to procure and collect the final certificates from all the SCSBs, Bankers to the Offer and the Sponsor Bank(s), Escrow Collection Banks as the case may be, including the syndicate SCSBs, participating in the Offer, within such time as prescribed under Applicable Laws from the closure of the Offer;
- (t) Obtaining from the Depositories the Demographic Details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event the PAN is missing to check whether the Bidder falls under the Sikkim category or any other exempt category;
- (u) Reviewing the sections related to Offer procedure in the Offer Documents and confirming their accuracy;
- (v) Ensuring that SCSBs applying through ASBA, if any, shall apply in the Offer through a separate account opened with another SCSB. Failure to apply through another account with another SCSB shall be rejected under technical grounds;

- (w) The Registrar shall provide the allotment/ revoke files to the Sponsor Bank(s) by 8:00 pm on the day when the Basis of Allotment is finalized or within such timelines as may be prescribed by the SEBI;
- (x) The Registrar shall receive pending application for unblock submitted with it not later than 5:00 pm on next Working Day following the finalisation of the Basis of Allotment, in accordance with the SEBI RTA Master Circular or within such timelines as may be prescribed by SEBI;
- (y) Following up with Sponsor Bank(s), Bankers to the Offer and SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with Sponsor Bank(s), Banker to the Offer and SCSBs and advising the members of the syndicate to be appointed by the Lead Managers through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data, provided such correction of Bid data is undertaken prior to 5pm of the Bid/Offer Closing Date;
- (z) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- (aa) Identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable regulations prescribed by SEBI;
- (bb) It shall receive application for processing fees form SCSBs, in accordance with the SEBI RTA Master Circular, no later than 30 days from the finalization of Basis of Allotment by the Registrar;
- (cc) Preparing the Confirmation of Allocation Note (“CAN”), and the revised CAN, for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Offer related stationary;
- (dd) Receiving, reviewing and providing inputs to the Company, each of the Selling Shareholders and the Lead Managers for Offer-related stationary and materials, as requested by the Company, each of the Selling Shareholders , the Lead Managers or their respective legal counsel, and 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;
- (ee) To advise the Company and each of the Selling Shareholders on the amount of stamp duty payable and mode of payment of such stamp duty on the Equity Shares being issued or sold through the Offer;
- (ff) Collecting within the timelines provided and as specified by the Company, each of the Selling Shareholders, severally and not jointly and the Lead Managers and in accordance with Applicable Laws:
  - (i) Bid cum Application Forms from the Designated Intermediaries, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank(s)/ Stock Exchanges, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Lead Managers, and the data/information with respect to Bid Amount to Anchor Investors from the Escrow Collection Banks within the specified

time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;

- (ii) the electronic Bid file/ data (including the ASBA Bid data) from the Stock Exchanges containing details including the Bid cum Application Form numbers the Bid Amount and sharing the same with the SCSBs for validation and reconciliation;
- (iii) coordination and obtaining certificate of blocked funds, in respect of Bids made by UPI Bidders by way of UPI from Sponsor Bank(s) after closure of Bid/ Offer Closing Date;
- (iv) aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Bank(s) and the total number of Equity Shares and the total amount blocked against the uploaded Bids, from each Designated Intermediary / Sponsor Bank(s)/Stock Exchanges;
- (v) soft and hard copies, as applicable, of bank schedules, reconciled data and final certificates from all centres of the SCSBs and the Sponsor Bank(s)/Stock Exchanges, as applicable, and in relation to the Anchor Investors, the Anchor Investor Application Form from the Lead Managers and the data/information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks;
- (vi) PAN, DP ID, Client ID, UPI ID and other Demographic Details of valid beneficiary accounts from the Depositories; and
- (vii) application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries;

In each case, in accordance with the instructions of the Company, each of the Selling Shareholders and the Lead Managers 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 Lead Managers. The Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

- (gg) The Registrar shall ensure that timely follow-up and reasonable efforts are carried out by it to collect all the Bid cum Application Forms;
- (hh) Processing all Bids along with the bank schedules received from the Designated Intermediaries and the Sponsor Bank(s), in respect of the Offer and the Bid file received from the Stock Exchanges in respect of the Offer;
- (ii) To advise the Designated Intermediaries through each of the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- (jj) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company, the Selling Shareholders and the Lead Managers;
- (kk) To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by

SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such applications in consultation with the Company, each of the Selling Shareholders and the Lead Managers. 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;

- (ll) On Bid/Offer Closing Date, collect the Bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID and PAN with the Depositories' database and provide a file to the Lead Managers and concerned Designated Intermediary of the erroneous Bids which will be considered as invalid;
- (mm) Advising the members of the syndicate to be appointed by the Lead Managers of the mismatches, if any, that may warrant a correction of Bid data prior to Bid/Offer Closing Date;
- (nn) To inform the Designated Intermediaries and the Lead Managers of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- (oo) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from all SCSBs, the Lead Managers, the Escrow Collection Bank and the Sponsor Bank(s), and match the same with the depository database for correctness of DP ID, Client ID, UPI ID and PAN;
- (pp) To reject the Bids in case the DP ID, UPI ID, Client ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the SCSB within the specified date;
- (qq) To reject the Bids made by duplicate copies of the same Bid cum Application Form (i.e. ASBA Bids bearing the same unique identification number);
- (rr) To coordinate with the Escrow Collection Banks to the Offer and SCSBs for submission of final certificate, after taking into account rectifications, if any;
- (ss) 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, or such earlier time as may be prescribed under Applicable Laws;
- (tt) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- (uu) To coordinate with the Escrow Collection Banks (in case of applications by Anchor Investors) and the Designated Intermediaries (in case of ASBA applications) for submission of final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with the Escrow Collection Banks and the Designated Intermediaries as the case may be, and ensuring the accuracy of such final certificates in accordance with the Applicable Laws;
- (vv) To immediately inform the Company, each of the Selling Shareholders and the Lead Managers in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of request for withdrawals of Bids received and withdrawals made in the Offer, during preparations of Basis of Allotment, to the extent applicable;

- (ww) To collect from the SCSBs the certificates of compliance for completion of unblock of funds, to maintain a record of such certificates, and to forward such certificates to the Lead Managers, in each case within the timelines prescribed by SEBI;
- (xx) Deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required to all the SCSBs who shall use such information for due validation;
- (yy) To ensure that the Basis of Allotment is in accordance with the SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- (zz) To complete and follow all processes indicated in the Offer Documents and the General Information Document issued by SEBI;
- (aaa) To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;
- (bbb) To immediately inform the Company and the Lead Managers in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the Bids submitted by the Bidders which have been withdrawn prior to the Bid/Offer Closing Date;
- (ccc) To co-ordinate with the Sponsor Bank(s)/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the Lead Managers within the timelines specified in and in the format mentioned by SEBI;
- (ddd) Subject to Applicable Laws, submit the details of cancelled/withdrawn/deleted Bids to SCSBs on daily basis within 60 minutes of bid closure time from the Bid/ Offer Opening Date till the Bid/ Offer Closing Date by obtaining the same from Stock Exchanges in accordance with the SEBI RTA Master Circular. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder;
- (eee) subject to Applicable Laws, the Registrar shall follow up with the SCSBs for confirmations and collate the confirmations, in the format prescribed in SEBI RTA Master Circular;
- (fff) To prepare the list of SCSBs (including sharing the updated list daily) who do not provide the confirmations as per SEBI RTA Master Circular, within the prescribed timeline under Applicable Laws;
- (ggg) To prepare and assist the Lead Managers in computing the compensation payable in accordance with a compensation mechanism as prescribed by SEBI or applicable law;
- (hhh) To submit the bank-wise pending UPI applications for unblocking to 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 within such timelines as prescribed by SEBI. The Allotment file shall include all applications pertaining to full-Allotment/ partial-Allotment/ non-Allotment/ cancelled/ withdrawn/ deleted applications, etc;

- (iii) To co-ordinate with the Sponsor Bank(s)/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/non-Allottees to the Lead Managers within the timelines specified in and in the format mentioned by SEBI read with the SEBI RTA Master Circular;
- (jjj) To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- (kkk) 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;
- (lll) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company, the Selling Shareholders and the BRLMs;
- (mmm) To communicate to the Company, each of the Selling Shareholders and the Lead Managers at the earliest in the event of discrepancy between online system of the Stock Exchanges and the Escrow Collection Banks', Sponsor Bank(s)'s and bank schedules and the final certificate received from the SCSBs'. The Registrar shall discuss the results of such reconciliation with the Company, each of the Selling Shareholders, the Lead Managers, the SCSBs and the Sponsor Banks in a timely manner;
- (nnn) To provide exceptions to enable the Company, each of the Selling Shareholders and the Lead Managers to take decision on the Bids;
- (ooo) 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 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 Shareholders and the Lead Managers as required by the Company, each of the Selling Shareholders, severally and not jointly or the Lead Managers;
- (ppp) To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the Lead Managers, and the investor grievance is resolved based on the bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- (qqq) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- (rrr) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the SCSBs and the Sponsor Bank(s) with the electronic bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, applicable provisions of the SEBI circular bearing reference no. SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023 ("**SEBI ICDR Master Circular**"), the SEBI RTA Master Circular

and the UPI Circulars, on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines, including the UPI Circulars;

- (sss) To prepare a statement of Bids proposed to be rejected and withdrawn, separately for QIBs and UPI Bidders. The list should indicate the technical reasons for rejection of all above mentioned investor categories, and should be provided within one Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Laws.
- (ttt) To prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- (uuu) To send the CAN to the Anchor Investors and the Allotment Advice to ASBA Bidders as applicable who have been Allotted Equity Shares in the Offer;
- (vvv) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs; to deliver communication to the Company and the Lead Managers at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the Lead Managers, the Sponsor Bank(s), Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- (www) To deliver the Bid file received from the Stock Exchanges containing the application numbers, number of Equity Shares, amount and any other additional fields as may be required by the SCSBs who shall use such information for validation at their end;
- (xxx) To provide correct data in time, and in no event later than two Working Days from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Laws, to enable the Company, each of the Selling Shareholders and the Lead Managers to determine and finalise the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment and finalizing the list of persons entitled to Allotment of Equity Shares. Upon approval of the Basis of Allotment, the Registrar will share the debit file with the Sponsor Bank(s) (through stock exchanges) and SCSBs, as applicable, for credit of funds in the public issue account and unblocking of excess funds in the UPI Bidder's account. The Sponsor Bank(s), based on the mandate approved by the UPI Bidder at the time of blocking of funds, will raise the debit / collect request from the UPI Bidder's bank account, whereupon the funds will be transferred from UPI Bidders account to public offer account and remaining funds, if any, will be unblocked without any manual intervention by UPI Bidder or his / her bank;
- (yyy) To prepare a list of Allottees entitled to Allotment of the Equity Shares and preparing the CAN, the Allotment Advice in consultation with the Company, each of the Selling Shareholders and the Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds unblocking schedule based on approved Basis of Allotment and to assist the Company and each of the Selling Shareholders for credit of Equity Shares upon Allotment/lock-in for pre-Offer capital within the timeline prescribed by SEBI from time to time and in giving

instructions to the Depositories to carry out corporate action for credit of shares upon allotment/lock-in for the pre-Offer share capital as per the SEBI ICDR Regulations and to receive confirmation of lock-in, instructions to Sponsor Bank(s), SCSB's/Escrow Collection Bank for unblocking/transferring of funds to Public Offer/Refund account within the prescribed timeline from the Bid/Offer Closing Date and lock-in within the timeline prescribed by SEBI from time to time. For any delay solely attributable to the Registrar, the Registrar will be responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify the Lead Managers' Indemnified Parties and the Company Indemnified Parties and each of the Selling Shareholders Indemnified Parties, for the cost incurred on account of payment of such interest or damages;

- (zzz) To keep accurately, at all times, the electronic records relating to Bids received from the Designated Intermediaries and the Lead Managers, including:
- (i) Bids taken from the online system of the Stock Exchanges and Bids furnished by the SCSBs, Designated Intermediaries and the Lead Managers;
  - (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 the accounts of each of the Selling Shareholders against valid Bids;
  - (iv) Particulars regarding the monies blocked in the ASBA Accounts including through the UPI Mechanism of the respective ASBA Bidders;
  - (v) Particulars relating to the requisite money to be transferred to the Public Offer Account, in accordance with the terms of this Agreement, Cash Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
  - (vi) Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- (aaaa) In relation to Bids made in the QIB Portion, 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 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;
- (bbbb) The Registrar shall undertake third-party verification of the applications by matching the PAN available in the demat account with the PAN available in the bank account of the Bidder. In instances of mismatch, such applications shall continue to be considered as invalid applications for finalising the Basis of Allotment;

- (cccc) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories;
- (dddd) To prepare distribution schedule and analysis form (for purposes of the Stock Exchanges or the Company, each of the Selling Shareholders or the Lead Managers);
- (eeee) Prepare the following registers and other data:
  - (i) Top 50/100/200 shareholders (for the Stock Exchanges);
  - (ii) Allotment registers;
  - (iii) Register of members;
  - (iv) Index of members;
  - (v) Return of Allotment (for the Registrar of Companies);
  - (vi) Cross reference register;
  - (vii) Postal journal for documents mailed;
  - (viii) Prepare necessary documents to assist in filing form FCTRS; and
  - (ix) Any other registers and/ or data as may be requested by the Company, any of the Selling Shareholders and/ or the Lead Managers in relation to the Offer.
- (ffff) To ensure that Allotment made is in a correct and timely manner including 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; including the shareholding restrictions prescribed under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018;
- (gggg) To ensure uploading of the correct file in the depository system is made in a timely manner;
- (hhhh) To post communication of the Basis of Allotment by the Company, preparation of list of Allottees entitled to Allotment of Equity Shares and preparing instructions for unblocking and/or transfer of funds from the Escrow Account/ ASBA Account to the Public Offer Account and 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 Lead Managers, as applicable;
- (iiii) 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(s), along with instructions to unblock the relevant bank accounts or for initiation of refunds from the Escrow Account and transfer

the requisite money to the Public Offer Account (including for eventual credit to the Company and each of the Selling Shareholders respectively) within the timelines specified under the UPI Circulars, the SEBI RTA Master Circular, 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 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 Laws;
  - (iii) The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Offer Documents and under Applicable Laws;
  - (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(s) to refund the amount or unblock the relevant bank accounts, as the case maybe; and
  - (v) Providing bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Banks, Sponsor Bank(s), SCSB's and the Refund Banks;
- (jjj) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts / UPI linked bank account, issue instructions for refund, as applicable, all within the timelines prescribed under the Offer Documents, this Agreement and the SEBI ICDR Regulations, or the circulars, regulations issued by SEBI;
- (kkkk) In accordance with instructions received from the Company and each of the Selling Shareholders, to give required files along with controls, to the Company to facilitate the Registrar to 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 and regulations issued by SEBI;
- (lll) Assisting 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 Lead Managers and the Company;
- (mmmm) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company (to the extent the same has not been successfully transferred under the Offer for Sale) and receive confirmation from the Depositories;
- (nnn) To give required assistance to the Company to arrange 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;

- (oooo) To dispatch letters of Allotment/Allotment Advice, refund orders, CAN (if any), unblocking/ intimations and credit of the Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company, each of the Selling Shareholders and the Lead Managers and assist the Refund Banks, the Company, each of the Selling Shareholders and the Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and as included in the Offer Documents and maintaining proper records of such refunds;
- (pppp) To coordinate with Sponsor Bank(s)/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allotees/ non-Allotees to the Lead Managers within the timelines specified in the SEBI RTA Master Circular or as may be otherwise specified by SEBI;
- (qqqq) 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;
- (rrrr) To issue duplicate refund orders, as applicable, 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;
- (ssss) To revalidate refund orders and unblocking instructions, as applicable;
- (tttt) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- (uuuu) 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 Lead Managers;
- (vvvv) Finalisation of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer Lead Manager, 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;
- (wwww) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such period prescribed under Applicable Laws and are made available to the Company and each of the Selling Shareholders at regular intervals, or upon request;
- (xxxx) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the Lead Managers;

- (yyyy) To submit relevant documents to the Stock Exchanges for the purpose of obtaining listing and trading approvals;
- (zzzz) To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, as applicable, delay in dispatch of Allotment Advices, refund orders, as applicable, 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 and regulations issued by SEBI, and provide requisite reports to the Company, each of the Selling Shareholders and the Lead Managers;
- (aaaaa) To assist the Company 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;
- (bbbbbb) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- (ccccc) To coordinate with the Sponsor Bank(s), SCSBs, Stock Exchanges, Lead Managers, Registered Brokers, Bankers to the Offer, National Payment Corporation of India, and other parties as may be required, for completing the post issue related formalities in relation to the Offer, in accordance with Applicable Laws;
- (dddddd) 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 three Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI at the relevant time;
- (eeeee) To move the funds from the Escrow Accounts to the Public Offer Account, for eventual credit in accordance with the Offer Documents and Applicable Laws;
- (fffff) 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 to arrange for their dispatch;
- (ggggg) To provide data to assist the Company, and/or the Lead Managers in publishing the Basis of Allotment advertisement one Working Days from the Bid/Offer Closing Date, before commencement of trading, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/Offer Opening Date and Bid/Offer Closing Date advertisements have appeared earlier;
- (hhhhh) To provide weekly reports to the Company, each of the Selling Shareholders and the Lead Managers and as may be required by the Company, each of the Selling Shareholders and the Lead Managers on the: (i) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors, as applicable; and (ii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company, each of the Selling Shareholders and the Lead Managers;
- (iiii) 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

Lead Managers and the Designated Intermediaries based on the terminal from which the Bid has been uploaded.

- (jjjjj) To provide detailed statements for payment of brokerage, including providing within two Working Days or such earlier time as the Company or the Lead Managers may request, the commission 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 RTA Master Circular, to the extent applicable and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws;
- (kkkkk) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI RTA Master Circular, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and the UPI Circulars; BSE Notice No. 20220624-18 dated June 24, 2022, BSE Notice No. 20220713-40 dated July 13, 2022, NSE Circular No. 19/2022 dated June 24, 2022, NSE Circular No.21/ 2022 dated July 13, 2022, NSE Circular No. 23/2022 dated July 22, 2022;
- (lllll) Providing assistance to the Company, each of the Selling Shareholders and the Lead Managers 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;
- (mmmmm) Providing in a timely manner all accurate information to be provided by it under this Agreement, including providing the Lead Managers, the Company and each of the Selling Shareholders with detailed data so as to understand the share in commissions between the Lead Managers and the Designated Intermediaries authorized to accept and bid as per information provided on the website of the Stock Exchanges;
- (nnnnn) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines; and
- (ooooo) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to UPI Bidders in an initial public offering;
- (ppppp) Providing data to the Company and each of the Selling Shareholders for necessary filings with the Reserve Bank of India;
- (qqqqq) To validate the bids and process rejections and allotment of shares in accordance with the disclosures in the Offer Documents and Applicable Laws.
- (rrrrr) Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment

and providing the same to the post-Issue Lead Managers for onward submission to the SEBI as and when sought.

- (sssss) At the time of the finalisation of Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI RTA Master Circular. Further, the Registrar shall obtain validation from the Depositories for FPIs who have invested in the Offer to ensure there is no breach of investment limit set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended and to use PAN issued by the Income Tax Department of India to check compliance for a single FPI.
  - (ttttt) To make suitable arrangements to send SMSs and e-mails to investors for all unblocking cases of no/partial allotment. It shall procure the mobile numbers and e-mail addresses of the investors for sending SMSs and e-mails from the information provided by the Depositories and/or by the Sponsor Banks(s).
  - (uuuuu) It shall send SMSs and e-mails to the investors after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the bank accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/ partial allottees by the Sponsor Bank(s) and sending the bank-wise pending applications or unblock to the SCSBs by the Registrar, for UPI applications.
10. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the RTA Regulations and for the minimum duration prescribed under Applicable Laws, including, without limitation, the following:
- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank(s) and the Registered Brokers, SEBI Registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the Stock Exchanges in respect of the Offer, the data/ information received from the SCSBs and the Sponsor Bank(s) including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by Sponsor Bank(s) or SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Offer/Escrow Collection Banks;
  - (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 Lead Managers and the Designated Intermediaries;
  - (c) data/ information received from the SCSBs and the Sponsor Bank(s) including but not limited to the bank schedule, final certificate and schedule relating to the blocked amount;
  - (d) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
  - (e) particulars relating to all the rejected/withdrawn/unsuccessful bids and details of Bids including Bids in the electronic file which do not get validated for the DP ID/Client ID/UPI ID and/or PAN with the depository database;

- (f) Basis of Allotment of Equity Shares to the successful Bidders as finalized by the Company and each of the Selling Shareholders in consultation with the Lead Managers and the Designated Stock Exchange, along with relevant annexures and details;
- (g) Demographic Details of the Bidders obtained from the concerned Depositories;
- (h) terms and conditions of the Offer of the Equity Shares;
- (i) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
- (j) accounts against valid ASBAs;
- (k) list of names of successful Bidders and unsuccessful Bidders, including successful and unsuccessful ASBA Bidders;
- (l) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- (m) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts against valid Bids, and the refunds to be returned/unblocked to the Bidders;
- (n) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Lead Managers and the Designated Intermediaries;
- (o) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (p) refund orders, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- (q) Allotment Advices, as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- (r) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts, against valid Bids;
- (s) particulars relating to the requisite money to be transferred to the accounts of each of the Selling Shareholders against valid Bids;
- (t) reconciliation of the compiled data received from the Stock Exchange(s) with the details of collections/blocked amount received from the SCSBs, the Lead Managers and the Bankers to the Offer and match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (u) reconciliation between funds deposited in the Bankers to the Offer/ Escrow Collection Bank or any of their correspondent banks and total of amounts stated in the Anchor Investor Form;
- (v) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations, and the Companies Act;

- (w) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, direct credit, etc., as applicable;
- (x) details of demand drafts issued, if any, as applicable;
- (y) records of correspondence in respect of investor complaints, grievances or queries;
- (z) recording the change of address, mandate, power of attorney, tax exemption requests, nomination, registration etc.;
- (aa) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID and Client ID details;
- (bb) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;
- (cc) records of pre-printed Offer stationery, including CAN (if any), Allotment Advice, refund warrants and duplicate refund warrants showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;
- (dd) complaint register containing details of the date of receipt of complaint, particulars of complainant, nature of complaint, date of disposal and manner in which disposed of. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (ee) such other records as may be specified by SEBI, the Company, each of the Selling Shareholders, severally and not jointly, Designated Intermediaries and/or the Lead Managers for carrying on the activities as Registrar to the Offer.
- (ff) particulars relating to the requisite money to be transferred to the Company and the respective Selling Shareholders accounts; and
- (gg) to assist the Lead Managers to make the requisite submissions to regulators in relation to the Offer, if any.

In addition to the above, the Registrar shall procure and retain physical application forms submitted by UPI Bidders with UPI as a payment mechanism to intermediaries, after the completion of six months from the date of submission of such physical application forms to intermediaries. In addition, the Registrar shall ensure that intermediaries shall, at all times, maintain the electronic records relating to electronic forms submitted with UPI as a payment mechanism, for a minimum period of three years.

Subject to the provisions of any other law, including Regulations 14 and 15 of the SEBI RTA Regulations, and commercial arrangements with the Company and each of the Selling Shareholders for storage of such records, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years or any such period prescribed under Applicable Laws from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, each of the Selling Shareholders and the Lead Managers, or any of their respective assigns with any report that is required by them using the information specified above in a timely manner.

11. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any Confidential Information about the Company, any of the Selling

Shareholder, 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 high standards of data security and privacy norms in accordance with regulatory and statutory provision under Applicable Laws in this regards.

“**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 Lead Managers, each of the Selling Shareholders and the Company, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key/senior managerial personnel, employees and officers and auditors and advisors of the Company or each of the Selling Shareholders , names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the Lead Managers, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, 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 documents, notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each other and/or any of their affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement.

The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions. In the event of a breach or a supposed breach of Confidential Information on account of any act/omission on part of the Registrar or any of its agents, officers or employees, the Registrar shall immediately inform the Company, each of the Selling Shareholders and the Lead Managers in writing. This Clause shall survive the date of termination or expiration of the Agreement, whichever is earlier.

12. In terms of the SEBI ICDR Regulations, the Pre-filed Draft Red Herring Prospectus shall not be made available in the public domain. Accordingly, the Registrar undertakes not to share any draft of the Pre-filed Draft Red Herring Prospectus or its contents with any third party in any circumstance, including any information about the Offer and the filing of the Pre-filed Draft Red Herring Prospectus, and shall keep the same strictly confidential. Further, the Registrar undertakes to not conduct marketing or advertising for the Offer in any form and in any circumstance till further notice by the Company and the Selling Shareholders.
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/or the Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders and/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 the details of the amounts 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 or other 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 or enquiry, or any earlier time as may be prescribed under Applicable Laws and redress complaints within 7 days of the complaint, provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be addressed /resolved on the date of receipt of the complaint;
  - (b) enquiries and/or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
  - (c) the timely unblocking of funds or in case of the Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn), and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank(s) not later than 5:00 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment or such other timeline as may be prescribed in accordance with Applicable Laws;
  - (d) the Registrar has a proper system to track, address and redress investor complaints;
  - (e) adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking/refund of funds without delay and as per Applicable Laws;
  - (f) for the electronic Bids which are rejected as invalid because of DP ID/UPI ID/Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs and the Sponsor Bank(s)/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;
  - (g) uniform procedure is followed for the processing of Bid cum Application Forms;
  - (h) it shall provide status update at periodic intervals to the Lead Managers and the Company and each of the Selling Shareholders, including updates on the nature and status of all investor grievances;
  - (i) the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid;
  - (j) it maintains an insider list in accordance with the directions of the Company; and
  - (k) the Registrar shall be responsible for the correctness and validity of the information furnished by it to the Designated Intermediaries and the Syndicate and shall be

liable for omissions and commissions in discharging its responsibilities under this Agreement.

16. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
  - (a) creation of false market;
  - (b) price rigging or manipulation;
  - (c) passing of unpublished price sensitive information to any third party, including without limitation, brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors, the Company and any of the Selling Shareholders;
  - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and
  - (e) neither it nor any of its directors, officers, or employees (wherever applicable), or to the Registrar's knowledge, any agent or representative of the Registrar has taken or will take any action in furtherance of an Offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar 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.
17. The Registrar acknowledges and shall comply with the SEBI RTA Master Circular in relation to SEBI (Foreign Portfolio Investors) Regulations, 2019 ("**FPI Regulations**"), as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign investors who have invested in the Offer to ensure that there is no breach of investment limit within the timelines for offer procedure, as prescribed by SEBI from time to time.
18. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:
  - (a) it is knowledgeable about anti-bribery and anti-corruption laws applicable to the performance of this Agreement and will comply with such laws;
  - (b) 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;

- (c) it will immediately notify the Company, each of the Selling Shareholders and the Lead Managers in writing if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
  - (d) it has obtained and shall maintain adequate insurance for omissions and commissions, and frauds by its employee(s) to protect the interests of investors as required under the SEBI RTA Master Circular;
  - (e) neither the Registrar nor any of its employees have indulged in any activity, directly or indirectly, relating to payment of any extraneous consideration / bribe / gratification, directly or indirectly, to any Party including their employees for securing the arrangement set out in this Agreement, shall also not indulge in such activities in future and there are no past and shall be no future violations of anti-corruption/bribery laws;
  - (f) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; and
  - (g) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
19. Immediately on receiving the instructions from the Company, each of the Selling Shareholders, severally and not jointly, and / or Lead Managers as the case may be in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to unblock the ASBA Accounts and/or dispatch all the refund orders, as applicable, within the period specified in the Offer Documents and the Cash Escrow and Sponsor Bank Agreement. In this regard, it is clarified that each of the Selling Shareholders, severally and not jointly, shall be responsible for providing instructions only in relation to their respective Offered Shares. If the Company and/or any of the Selling Shareholders, in respect of their respective portion of their Offered Shares, 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 Sponsor Bank(s) to unblock the bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and the Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company, the Selling Shareholders, severally and not jointly and/or the Lead Managers or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company and each of the Selling Shareholders Indemnified Parties for the cost incurred by the Company and the Selling Shareholders, as applicable, in paying the interest, compensation, damages, loss, as per the Applicable Laws. If the Company Indemnified Parties, any of the Selling Shareholders Indemnified Parties and/or the Lead Managers' Indemnified Parties are made liable for compensation/damages for delay 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 Indemnified Parties, each of the Selling Shareholders Indemnified Parties and/or the Lead Managers' Indemnified Parties for such compensation/damage, loss etc. incurred by the Company, the Selling Shareholders Indemnified Parties and/or Lead Managers'

Indemnified Parties, as the case may be. For the avoidance of doubt, subject to applicable law, none of the Selling Shareholders shall be responsible or liable to pay compensation/damages for any such delay or default, unless such delay or default has been caused solely by and is directly attributable to an act or omission of such Selling Shareholder, with respect to its respective portion of the Offered Shares.

20. In case of refunds through electronic means like NACH and NECS, direct credit, RTGS, NEFT, etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by the Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
21. 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 Lead Managers 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, severally and not jointly) until the completion of the dispatch of Allotment Advice, refund orders, as applicable, 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, severally and not jointly. 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). 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, severally and not jointly.
22. The Registrar will handle the Offer and Assignment related work from its office at C -101, 1st Floor, 247 Park, Lal Bahadur Shastri Marg, Vikhroli (West), Mumbai 400 083, 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 Registrar shall liaise with each of the Selling Shareholders to ensure that their respective Offered Shares are transferred to a Share Escrow Account in accordance with the Share Escrow Agreement and to assist in the transfer of their unsold respective Offered Shares from the Share Escrow Account to the respective Selling Shareholder's account in a timely manner and in accordance with the Share Escrow Agreement.
24. The Registrar will extend all help to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily such that allotment is completed within prescribed timeline. The Company 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, including by transfer from the Share Escrow Account, after the approval of Allotment by the Board of Directors.
26. 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 or 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 an insurance policy.

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 Intermediaries and co-ordinate with intermediaries for unblocking of investors' funds and other related formalities.
28. The Registrar shall extend all necessary support to the Company, each of the Selling Shareholders and the Lead Managers, the Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI Mechanism.
29. The Offer stationary including CAN (if any), certificates, letters of Allotment, Allotment advices and refund orders shall be kept ready and handed over to the Registrar by the Company and/or the Lead Managers within three Working Days from the Bid/Offer Closing Date upon the Registrar specifying the quantum of Offer stationery required to be printed and the Company shall be responsible for any delay 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 shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Sponsor Bank(s)/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, UPI ID, DP ID or Client ID and investor complaints/grievances.
31. The Registrar will provide all the relevant statements/reports to ensure commencement of trading within timelines mentioned in the Offer Documents and under Applicable Laws, in consultation with the Company, each of the Selling Shareholders and the Lead Managers.
32. The Registrar will also give instruction to transfer/unblock the funds from the Escrow Account/SCSBs to the Public Offer Account, for eventual credit to the Company and each of the Selling Shareholders.
33. The Company on behalf of itself and each the Selling Shareholders shall make available in advance to the Registrar for postage, mailing charges for dispatching of Allotment letters/Allotment Advice and other materials. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar should maintain a proper account of the amount spent by it on behalf of the Company and 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 the Selling respective Shareholders, if applicable) in case the refunded amount on actuals is less than the estimated amount.
34. The Company agrees that formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
35. The fees and charges payable to the Registrar for handling the Assignment, including postage/other expenses payable post completion of Offer, as per the terms and conditions specified in **Schedule III**, shall be paid by the Company in accordance with Applicable Laws. It is also clarified that, in the event the Registrar is unable to perform the Assignment as envisaged in this Agreement, then the Registrar shall refund all sums that may have been paid to it by the Company (by itself or on behalf of any of the Selling Shareholders), or

directly by the Selling Shareholders, except for any out-of-pocket expenses. Unless otherwise agreed between the Company and the Selling Shareholders, all payments under this Agreement shall be made to the Registrar by the Company (in the first instance). Provided however, that the Registrar shall not have any recourse to any of the Selling Shareholders for any fees payable to it in accordance with this Agreement. The Offer related expenses shall be shared by the Company and/or the Selling Shareholders in the manner set out in the Offer Agreement. For the avoidance of doubt, in the event that a Selling Shareholder withdraws from the Offer, such Selling Shareholder will bear only such fees, expenses and charges payable to the Registrar which are directly attributable to the Offer at the time of such withdrawal, based on its respective portion of the Offered Shares.

36. The Registrar shall provide such information and data as required, and certificates as may be requested by the Lead Managers with intimation to the Company and each of the Selling Shareholders, including at the stage of closure of the Offer, rejection of Bids, etc.
37. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by force majeure as may be agreed to between the Parties, any of the Parties so affected may terminate this Agreement with mutual consent before the opening of the Offer. However, prior to exercising the option to terminate, the Parties shall need to mutually decide on the future course of action and if they fail to arrive at a mutually agreeable course of action within 15 (fifteen) Working Days from the date on which the event of force majeure occurs, 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.
38. The Company and/or each of the Selling Shareholders, severally and not jointly, in consultation with the Lead Managers will be entitled to terminate this Agreement with immediate effect in the event the Registrar's 'Certificate of Registration' with the SEBI is suspended/cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and/or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities or accessing capital markets or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial quasi-judicial, governmental and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
39. In the event the Company and each of the Selling Shareholders, severally and not jointly, in consultation with the Lead Managers, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid only to the extent of services rendered by it until such termination. Further, the Company and/or each of the Selling Shareholders, severally and not jointly, may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination. It is clarified that the termination of this Agreement by any Selling Shareholder shall not imply that this Agreement is automatically terminated with respect to the other Selling Shareholders.
40. If ever this Agreement is terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost as may be required by the Company, each of the Selling Shareholders, severally and not jointly, and the Lead Managers or the newly appointed Registrar to the Offer towards taking over duties, responsibilities and obligations as the Registrar to the Offer. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.

41. The Registrar shall redress complaints of the Bidders (including ASBA Bidders) within five days of receipt of the complaint during the currency of this Agreement 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 and shall continue to do so during the period it is required to maintain records under the SEBI RTA Master Circular and RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company, each of the Selling Shareholders and Lead Managers in a mutually agreeable format. Similar status reports should also be provided to the Company and each of the Selling Shareholders as and when required by the Company or any such Selling Shareholder, as applicable.
42. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the SEBI RTA Master Circular, 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.
43. 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 or inability 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 Indemnified Parties, the Selling Shareholders Indemnified Parties and the Lead Managers' Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. In the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within the timelines prescribed by SEBI from time to time upon being instructed by the Company and/or each of the Selling Shareholders transfer all the documents in their possession including those related to Equity Shares, to any other registrar/depository as instructed by the Company, each of the Selling Shareholders and/or the Lead Managers. The Company and each of the Selling Shareholders, severally and not jointly shall be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults deficiency or non-performance within a period of 2 (two) Working Days of receipt of written notice of such breach by the Company and/or any of the Selling Shareholders .
44. The Registrar shall act with due diligence, care and skill while discharging its duties, undertakings and obligations towards the Company, and each of the Selling Shareholders the Assignment. The Registrar unconditionally and irrevocably undertakes and agrees that it shall, at its own cost and expense, indemnify and keep indemnified, defend and hold harmless the Company Indemnified Parties, each of the Selling Shareholders Indemnified Parties, the Lead Managers' Indemnified Parties and each of their respective affiliates, advisors, successors and each of their respective partners, directors, management, representatives, officers, employees, successors, permitted assigns and their respective agents (individually referred to as the "**Indemnified Party**" and collectively as "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, awards, judgments, charges, expenses, interests, legal expenses (including attorney's fees and court costs), accounting fees, investigation costs and all other demands which may be made or commenced against

Indemnified Party by any Bidder (including ASBA Bidders), any holder of the Equity Shares issued/ transferred or by or any other third party against the Indemnified Party, including, but not limited to arising out of or in connection with:

- (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions of this Agreement including Letter of Indemnity;
- (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
- (iii) any delay, failure, error, omission, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;
- (iv) any fine imposed by the SEBI or any other regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority against any of the Indemnified Parties; or
- (v) if any information provided to the Company, any of the Selling Shareholders or the Lead Managers is untrue, incomplete or incorrect in any respect;

as a consequence of any act or omission of, or any failure, deficiency or error on the part of the Registrar or any of its officers, employees or agents or any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf, or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Laws, including in connection with any penalty or fine imposed by the SEBI or any regulatory authority.

45. Further, the Registrar shall be directly responsible to and shall indemnify and keep indemnified each of the Indemnified Parties for any liability arising out of such error or failure of the Registrar's duties, obligations, responsibilities and services. The Registrar shall further indemnify and refund all costs incurred by each of the Indemnified Parties, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement or in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the 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 judicial or quasi-judicial or governmental or administrative or regulatory authority or a court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of wilful misconduct.
46. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Schedule IV** to the Lead Managers to indemnify the Lead Managers' Indemnified Parties. The Registrar acknowledges and unconditionally and irrevocable agrees that all obligations of the Registrar mentioned in this Agreement will apply to the Letter of Indemnity, and that

entering into this Agreement for performing its services to the Company and each of the Selling Shareholders, severally and not jointly is sufficient consideration for the Letter of Indemnity. In the event of inconsistency between the terms of the Letter of Indemnity and the Registrar Agreement, the terms of the Letter of Indemnity shall prevail. The Letter of Indemnity shall survive the termination of this Agreement.

47. The Registrar may have to provide certain information regarding the Bidders (including ASBA Bidders) as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement, subject to provision of prior written notice to the Parties of any request for information received by the Registrar or any information proposed to be shared by the Registrar with Bidders.

Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered/speed post or telex or email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered/ speed post on expiration of three Working Days after the notice etc. shall have been delivered to the post office for onward dispatch, and if given by email or fax upon transmission thereof. All notices to the Parties shall be addressed as under:

**If to the Company:**

**Swiggy Limited**

No. 55, Sy No. 8-14, Ground Floor,  
I&J Block, Embassy Tech Village,  
Outer Ring Road, Devarbisanahalli,  
Bengaluru 560 103, Karnataka, India  
**Tel:** + 91 80 6842 2422  
**E-mail:** secretarial@swiggy.in  
**Attention:** M. Sridhar

**If to the Selling Shareholders :**

As described in **Annexure A**

**If to the Registrar:**

**Link Intime India Private Limited**

C-101, 1<sup>st</sup> Floor,  
247 Park, Lal Bahadur Shastri Marg  
Vikhroli (W)  
Mumbai 400 083  
Maharashtra, India  
**Tel:** +91 22 4918 6000  
**E-mail:** haresh.hinduja@linkintime.co.in  
**Attention:** Haresh Hinduja

Any change in the above shall be intimated by the Party concerned to the other Party and such change shall be effective 5 (five) Working Days thereafter or such later date as may be specified by the Party whose address/contact details are changed.

The Registrar shall bring to the notice of the Company and each of the Selling Shareholders any communication between the Lead Managers and the Registrar pursuant to the Letter of

Indemnity, in the event such communication is in connection with terms, conditions, rights, obligations and liabilities of the Parties under this Agreement.

48. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to SEBI within 7 (seven) days by the other Party(ies) and shall also be reported to the Company, each of the Selling Shareholders, severally and not jointly and Lead Managers immediately.

In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 15 (fifteen) Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute or difference arises between the Parties hereto as regards the validity and the interpretation, implementation or alleged breach of this Agreement (“**Disputing Parties**”) and which is not settled within 15(fifteen) Working Days through negotiations, then any Disputing Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (wherein each Disputing Party will appoint one arbitrator and the two arbitrators so appointed will appoint the third arbitrator). In the event that the Disputing Parties fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as provided in this clause, such arbitrator(s) shall be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended (“**Arbitration Act**”). All proceedings in any such arbitration shall be conducted under the Arbitration Act, and shall be conducted in English. The arbitration (seat and venue) shall take place in Mumbai, Maharashtra, India. The Parties shall bear their respective costs of such arbitration unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which it is based. The arbitrators shall use their best efforts to produce a final and binding award within 12 months from the date the arbitrators enter upon reference, as prescribed under the Arbitration Act.

49. In accordance with paragraph 3(b) of the SEBI master circular bearing reference number SEBI/HO/OIAE/OIAE\_IAD-3/P/CIR/2023/195, dated July 31, 2023, as amended and in force on the date of this Agreement along with any subsequent amendments as may be applicable (“**SEBI ODR Master Circular**”), the parties have elected to adopt arbitration as the dispute resolution mechanism in relation to any disputes arising out of this Letter of Indemnity. Provided that, in the event any dispute involving any party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, the disputing parties agree to adhere to such mandatory procedures for resolution of the dispute notwithstanding the option exercised by such disputing party herein.
50. 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.
51. Subject to the above Clause 0 and 49, courts at Mumbai, Maharashtra, India shall have sole and exclusive jurisdiction for all the matters arising out of the arbitration proceedings mentioned herein above.
52. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
53. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Offer, provided that Clauses 5(a), 10, 11, 16, 17, 18, 38, 39, 43, 44, 45, 46, 47, 0, 49, 51, 55, 57 and this Clause 53 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 Selling

Shareholders (as applicable) or the newly appointed 'registrar to the Offer' towards taking over duties and responsibilities as the 'registrar to the Offer'.

54. None of the Parties shall be entitled to assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties (provided that such consent shall not be unreasonably withheld or delayed).
55. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company, each of the Selling Shareholders and/or the Lead Managers. For avoidance of any doubt, it is clarified that in the event of any conflict amongst the instructions provided by a Selling Shareholder in relation to its respective portion of the Offered Shares, with instructions provided by any other Party, the Registrar shall comply with the instructions of such Selling Shareholder, in relation to its respective portion of the Offered Shares.
56. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
57. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
58. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorised officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Swiggy Limited**



**Authorized Signatory**

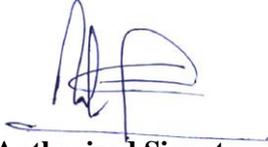
**Name:** RAHUL BOTHRA

**Designation:** Chief Financial Officer

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Accel India IV (Mauritius) Ltd.**

A handwritten signature in blue ink, appearing to be 'Aslam Koomar', written over a horizontal line.

**Authorized Signatory**

**Name: Aslam Koomar**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Accel Leaders 3 Holdings (Mauritius) Ltd.**

A handwritten signature in blue ink, appearing to be 'Aslam Koomar', written over a horizontal line.

**Authorized Signatory**

**Name: Aslam Koomar**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Alpha Wave Ventures LP**

**By: FALCON SPECIAL OPPORTUNITIES GENERAL PARTNER, LP, its general partner**



Authorized Signatory

**Name:** Cathy Weist

**Designation:** Authorized Signatory

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Apoletto Asia Ltd**

A handwritten signature in blue ink, appearing to read 'V. Okil', written over a horizontal line.

**Authorized Signatory**

**Name: Varsha Okil**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Ark India Food-Tech Private Investment Trust**



**Authorized Signatory**

**Name:** *JUNGSOO KIM*

**Designation:** *Senior Management Official*

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Ark India Innovation Capital Private Investment Trust**



**Authorized Signatory**

Name: *JUNGSOO KIM*

Designation: *Senior Management Official*

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Baron Emerging Markets Fund**

A handwritten signature in black ink, appearing to read 'P. Patalino', with a stylized flourish at the end.

**Authorized Signatory**

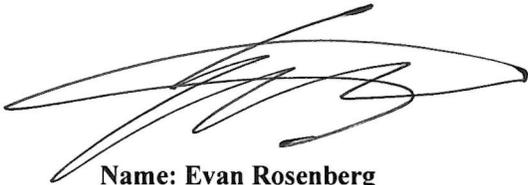
**Name:** Patrick M. Patalino

**Designation:** General Counsel

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **For Coatue PE Asia XI LLC**

A handwritten signature in black ink, appearing to read 'Evan Rosenberg', written over a horizontal line.

**Name: Evan Rosenberg**

**Designation: Authorized Signatory**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **DST Asia VI**

A handwritten signature in blue ink, appearing to read 'Varsha Okil', written in a cursive style.

**Authorized Signatory**

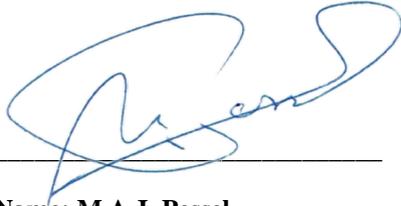
**Name: Varsha Okil**

**Designation: Director**

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

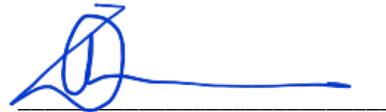
**IN WITNESS WHEREOF**, the Parties or their duly authorized signatories, have set their hands on the day and year hereinabove written:

For and on behalf of **DST EuroAsia V B.V.**



**Name: M.A.J. Pessel**

**Designation: Director B**



**Name: D. Zinonos**

**Designation: Director A**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Elevation Capital V Limited**

A handwritten signature in blue ink, appearing to be 'Jihane Muhamodsaroar', written over a circular stamp or seal.

**Authorized Signatory**

**Name: Jihane Muhamodsaroar**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Goldman Sachs Asia Strategic Pte. Ltd**

A handwritten signature in black ink, appearing to be 'Tan Ching Chek', written in a cursive style.

**Authorized Signatory**

**Name: Tan Ching Chek**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Harmony Partners (Mauritius) Ltd.**

**Authorized Signatory**

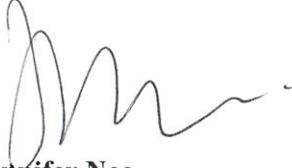
**Name: Manogaran Thamothiram**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **HH BTPL Holdings II Pte. Ltd.**

A handwritten signature in black ink, appearing to be 'Jennifer Neo', written in a cursive style.

**Name: Jennifer Neo**

**Designation: Authorized Signatory**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Inspired Elite Investments Limited**

**Authorized Signatory** 

**Name: Shaohui Chen**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Lynks Shareholders' Trust**

For **LYNKS SHAREHOLDERS' TRUST**,



**P.C. VIJAY  
TRUSTEE**

**Authorized Signatory**

**Name:** P.C. VIJAY

**Designation:** TRUSTEE

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **MIH India Food Holdings B.V.**



**Authorized Signatory**

**Name:** Paul Peake

**Designation:** Director

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 VII-A-Mauritius**



**Authorized Signatory**

**Name:** Dilshaad Rajabalee

**Designation:** Director

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Tencent Cloud Europe B.V.**

A handwritten signature in black ink, appearing to be 'Lin Mei', written in a cursive style.

**Authorized Signatory**

**Name:** Lin Mei

**Designation:** Director

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Time Capital Foodtech Advisors LP (ARK Impact)**

A handwritten signature in black ink, appearing to read 'Jungsoo Kim', with a stylized flourish at the end.

**Authorized Signatory**

Name: **JUNGSOO KIM**

Designation: **Director.**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **Think India Opportunities Master Fund L.P.**

A handwritten signature in black ink, appearing to be 'JK' or similar initials, written over the text 'Authorized Signatory'.

**Authorized Signatory**

**Name:** Jennifer Kim

**Designation:** Authorized Signatory

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

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

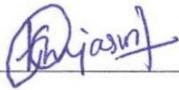
For and on behalf of **Times Internet Limited**



**Authorized Signatory**

**Name: Mr. Mahesh Chand Gupta**

**Designation: Vice-President- Finance**



**Name: Mr. Thejaswi Kolla** (As the duly constituted power of attorney holder for the Times Internet Limited)

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **TIMF Holdings**

A handwritten signature in black ink, appearing to be 'JK', written over a horizontal line.

**Authorized Signatory**

**Name:** Jennifer Kim

**Designation:** Authorized Signatory

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **West Street Global Growth Partners (Singapore)**



**Authorized Signatory**

**Name: Tan Ching Chek**

**Designation: Director**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **West Street Global Growth Partners Emp (Singapore) Pte**



**Authorized Signatory**

**Name: Tan Ching Chek**

**Designation: Director**

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

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

Signed by **Lakshmi Nandan Reddy Obul**



**Authorized Signatory**

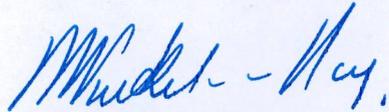
**Name:** Lakshmi Nandan Reddy Obul

**Designation:** Whole-time Director

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGST THE COMPANY, THE SELLING SHAREHOLDERS 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 **P.R.Venketrama Raja**



**Authorized Signatory**

**Name: P.R.VENKETRAMA RAJA**

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND AMONGSTS THE COMPANY, THE SELLING SHAREHOLDERS 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 **Rahul Jaimini**

A handwritten signature in blue ink, appearing to read 'Rahul Jaimini', with a long horizontal stroke extending to the right.

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

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

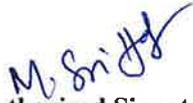
Signed by **Samina Hamied**

Samina Hamied

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

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

Signed by **Sriharsha Majety**



**Authorized Signatory**

**Name:** Sriharsha Majety

**Designation:** Managing Director and Chief Executive Officer

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

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

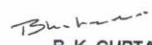
For and on behalf of **Link Intime India Private Limited**

  
  
**Authorized Signatory**

**Name: Dnyanesh Gharote**

**Designation: Vice President – Primary Market**

# SCHEDULE I

निर्गम रजिस्ट्रार और शेयर अंतरण अभिकर्ता	फॉर्म B FORM B	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
<b>भारतीय प्रतिभूति और विनियम बोर्ड</b> <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 8A		
001372	रजिस्ट्रार का प्रमाणपत्र CERTIFICATE OF REGISTRATION	PERMANENT REGISTRATION
<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 style="text-align: center;"><b>LINK INTIME INDIA PVT. LTD.</b> <b>C-13, KANTILAL MAGANLAL INDUSTRIAL ESTATE</b> <b>PANNALAL SILK MILLS COMPOUND</b> <b>L.B.S. MARG, BHANDUP (WEST)</b> <b>MUMBAI 400 078</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 रजिस्ट्रार का प्रमाणपत्र देता है।</p> <p>as registrars to an issue and share transfer agent in Category I/registrars 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 रजिस्ट्रार कोड <b>INR000004058</b></p> <p>II. Registration Code for the registrar to an issue and share transfer agent is <b>INR000004058</b></p> <p>This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board</p> <p>III. जब तक नवीकृत न किया जाए रजिस्ट्रार का प्रमाणपत्र तक विधिमार्ग है।</p> <p>III. Unless renewed, the certificate of registration is valid from</p>		
स्थान Place MUMBAI		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
तारीख Date JULY 15, 2014		 B.K. GUPTA
*Delete whichever is not applicable		
प्राधिकृत हस्ताक्षरकर्ता Authorised Signatory		

## SCHEDULE II

### ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT

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 Lead Managers, to the Registrar.

S. No.	Activity	Party Responsible
<b>I.</b>	<b>PRE-OFFER WORK</b>	
1.	Finalisation of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company in consultation with the Lead Managers
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws, rules and regulations	Company in consultation with the Lead Managers/ Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Lead Managers/ Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
<b>II.</b>	<b>OFFER RELATED WORK</b>	
1.	Expediting dispatch of applications, final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s)	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank(s)	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Lead Managers to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
6.	Informing Stock Exchange/SEBI and providing necessary certificates to Lead Managers on closure of Offer	Company/Registrar
7.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/ Company/ Lead Managers
8.	Sending the electronic bid file for NIBs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange	Registrar
9.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
10.	Transcribing information from documents to magnetic media for computer processing	Registrar

S. No.	Activity	Party Responsible
11.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank(s), as the case may be.	Registrar
12.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Offer, the Sponsor Bank(s) and SCSBs.	Registrar
13.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
14.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
15.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs	Registrar
16.	Eliminating invalid Bids and Bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to Depositories	Registrar
	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mismatch between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company, Selling Shareholders and Lead Managers	Registrar in consultation with the Lead Managers, Company and Selling Shareholders
18.	Preparation of inverse number for applicable categories	Registrar
19.	Preparation of statement for deciding Basis of Allotment for keeping a proper record of application and monies received from the Bidders	Registrar
20.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital except equity shares successfully transferred under the Offer for Sale and receive confirmation from the Depositories	Registrar
21.	Finalising Basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Lead Managers/Registrar
22.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
23.	Preparation of list of allottees entitled to be allocated equity shares.	Registrar
24.	Transfer/ allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
25.	Obtaining certificate from auditors that the Allotment has been made as per Basis of Allotment	Company/Registrar
26.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank(s), along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid. (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid. (c). The date by which the funds referred in sub-para (b)	Registrar

S. No.	Activity	Party Responsible
	<p>above, shall be transferred to the Public Offer Account.</p> <p>(d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank(s), as the case may be, to unblock the respective bank accounts.</p> <p>(e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Bidders and Retail Individual Bidders, along with reasons for rejection of the Bids.</p>	
27.	<p>Unblocking the relevant bank account for:</p> <p>i) Transfer of requisite money to the Public Offer Account against each valid Bid cum Application Form</p> <p>ii) Rejection or unsuccessful Bid cum Application Forms</p>	SCSB/ Sponsor Bank(s)
28.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
29.	Preparation of Allotment register-cum-return statement, Register of Members and specimen signature cards (if required), index register (soft copy)	Registrar
30.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
31.	Preparation of list of SCSBs, SEBI registered RTAs, DPs authorised to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
32.	Scrutiny and processing of Bids received from the Designated Intermediaries.	Registrar
33.	Printing of Allotment Advice, refund orders for refunding application money	Registrar
34.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered post	Registrar
35.	Printing of distribution schedule for submission to Stock Exchange	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	Registrar
38.	Sending refund orders, as applicable, and refund to Bidders	Registrar
39.	Issue of duplicate refund orders, as applicable	Registrar
40.	Revalidation of refund orders, as applicable	Registrar
41.	Overprinting of Allotment advice, intimation and refund orders	Registrar
42.	Mailing of documents by registered post	Registrar
43.	Binding of application forms, application schedule and computer outputs	Registrar
44.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable)/transfer of Equity Shares (if applicable) or procuring and affixing stamp of appropriate value	Company
45.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar

S. No.	Activity	Party Responsible
46.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Lead Managers
47.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
48.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
49.	To ensure that the Equity Shares are transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
50.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents and to ensure settlement of all investor complaints	Registrar/ Company
51.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with SEBI ICDR Regulations	Company in consultation with the Lead Managers and the Registrar
52.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company, the Selling Shareholders and the Lead Managers.	Registrar
53.	Providing information for Form FC-TRS and other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
54.	Finalising various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Lead Managers.	Registrar
55.	Coordinating with the Stock Exchanges and Company, in consultation with the Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
56.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer Lead Managers	Registrar
57.	Collection of Bid cum Application Forms from the SCSBs and Designated Intermediaries	Registrar
58.	Registrar shall prepare the list of SCSBs (including sharing updated list daily) who do not provide the confirmation as per Annexure IV of SEBI Circular dated 16 March 2021 within the prescribed timeline.	Registrar
59.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges	Registrar
60.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file no later than 6:30 pm on the next day post finalization of the basis of allotment and receipt of confirmation (in the prescribed format) form SCSBs on the same day	Registrar

<b>S. No.</b>	<b>Activity</b>	<b>Party Responsible</b>
61.	Registrar shall prepare and assist the BRLMs in computing the compensation payable in accordance with SEBI Circular dated 16 March 2021	Registrar
62.	Send SMS and e-mail to the investors after (i) issuing necessary instructions to SCSBs for unblocking the amounts in the bank accounts, for direct ASBA applications, and (ii) execution of the online mandate revoke file for non-allottees/partial allottees by the Sponsor Bank and sending the bank-wise pending applications for unblock to the SCSBs by the Registrar, for UPI applications	Registrar

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

**SCHEDULE III**  
**SCHEDULE OF FEES**

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

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

Escrow Demat account charges- Rs 50,000

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000 printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.

IPO related activities to be executed by Registrar to the Company. Charges shall be as mutually agreed between the Company and Registrar to the Company.

Applicable taxes would be levied separately.

## SCHEDULE IV

### LETTER OF INDEMNITY

Date: April 25, 2024

To:

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC, Plot No. C - 27  
G Block, Bandra Kurla Complex  
Bandra (East), Mumbai 400 051  
Maharashtra, India

**J.P. Morgan India Private Limited**

J.P. Morgan Tower  
Off CST Road, Kalina  
Santacruz East  
Mumbai 400 098  
Maharashtra, India

**Citigroup Global Markets India Private Limited**

14<sup>th</sup> Floor, First International Financial Centre,  
G-Block, C54 & 55 Bandra Kurla Complex,  
Bandra (East) Mumbai 400 098  
Maharashtra, India

**BofA Securities India Limited**

Ground Floor, "A" Wing, One BKC  
"G" Block Bandra Kurla Complex  
Bandra (East), Mumbai 400051  
Maharashtra, India

**Jefferies India Private Limited**

Level 16, Express Towers  
Nariman Point  
Mumbai 400 021  
Maharashtra, India

**ICICI Securities Limited**

ICICI Venture House, Appasaheb Marathe  
Marg,  
Prabhadevi, Mumbai 400025  
Maharashtra, India

**Avendus Capital Private Limited**

901, Platina,  
9th Floor, Plot No. C-59,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051 India

(collectively, the "**Lead Managers**" or "**BRLMs**", and individually a "**Lead Manager**" or "**BRLM**")

**Re: Letter of indemnity to the Lead Managers (the "Letter of Indemnity") by Link Intime India Private Limited (the "Registrar") pursuant to the agreement entered into among Swiggy Limited (the "Company"), the Selling Shareholders and the Registrar dated April 25, 2024 (the "Registrar Agreement")**

Dear Sir/Ma'am,

1. The Company and the Selling Shareholders propose to undertake an initial public offering of its equity shares of face value of ₹1 each ("**Equity Shares**") comprising of a fresh issue aggregating up to ₹37,500 million by the Company ("**Fresh Issue**") and an offer for sale of up to 186,212,871 Equity Shares ("**Offered Shares**") by the Selling Shareholders as indicated for the respective Selling Shareholder in **Annexure A ("Offer for Sale"** and together with the Fresh Issue, the "**Offer**"). The Offer shall be undertaken through the book building method ("**Book Building Process**"), as prescribed in Regulation 6(2) and Schedule XIII of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time ("**SEBI ICDR Regulations**"). The Company and Selling Shareholders have engaged Kotak Mahindra Capital Company Limited, Citigroup

Global Markets India Private Limited, J.P. Morgan India Private Limited, Avendus Capital Private Limited, BofA Securities India Limited, ICICI Securities Limited and Jefferies India Private Limited to act as the book running lead managers (“**BRLMs**” or “**Lead Managers**”) in accordance with the Companies Act, 2013, as amended, including any rules, regulations, clarifications and modifications thereto (“**Companies Act**”), the SEBI ICDR Regulations and other Applicable Laws (as defined herein). The Offer will be made (i) within India, to investors in accordance with the SEBI ICDR Regulations and (ii) outside the United States to investors that are not U.S. persons (as defined under Regulation S (“**Regulation S**”) of the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”)) and not persons acquiring for the account or benefit of U.S. persons in offshore transactions (as defined under Regulation S) in reliance on Regulation S under the U.S. Securities Act, as amended and the applicable laws of the jurisdictions where offers and sales occur; and (C) to investors in the United States, or to or for the account or benefit of, U.S. persons, in each case that are both “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act in transactions exempt from the registration requirements of the U.S. Securities Act and “qualified purchasers” as defined under the U.S. Investment Company Act of 1940 (“**U.S. Investment Company Act**”) in reliance upon Section 3 (c)(7) of the U.S. Investment Company Act. The Offer may also include allocation of Equity Shares to certain Anchor Investors, on a discretionary basis, by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Company, in consultation with the BRLMs, may consider an issuance of specified securities, including by way of a private placement or such other route as may the applicable law, for a cash consideration of up to ₹7,500 million, at its discretion, prior to the filing of the Red Herring Prospectus with the RoC (“**Pre-IPO Placement**”). If the Pre-IPO Placement is undertaken, the Fresh Issue size will be reduced to the extent of such Pre-IPO Placement, subject to the Offer complying with Rule 19(2)(b) of SCRR. The Pre-IPO Placement, if undertaken, shall not exceed 20% of the size of the Fresh Issue.

2. The Company along with each of the Selling Shareholders, severally and not jointly have agreed to appoint the Registrar to act as the Registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “**Assignment**”) and such Assignment includes all responsibilities required to be discharged by a registrar to the Offer and in the manner as required under the various rules and regulations including the RTA Regulations, the SEBI Master Circular for Registrars to an Issue and Share Transfer Agents, dated May 17, 2023 (“**SEBI RTA Master Circular**”) as applicable and as passed by SEBI, as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“**SEBI Act**”), as amended and the Registrar has accepted the Assignment. The Board of Directors by its resolution dated April 18, 2024 have approved the appointment of Link Intime India Private Limited as the Registrar to the Offer.
3. The Registrar confirms that it is an entity registered with the SEBI under the RTA Regulations having a valid and subsisting registration no. INR000004058 to act as the registrar to the Offer and the Registrar has accepted the Assignment in terms of the Registrar Agreement.
4. The Registrar confirms that it has read and is fully aware of all relevant provisions of the SEBI ICDR Regulations, the RTA Regulations and other applicable laws including relevant circulars, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) in this regard in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any error, failure, deficiency, delay, violation or default on its part.
5. The Registrar acknowledges that the Lead Managers may be exposed to liabilities or losses if there is error or failure by the Registrar in performing the Assignment or if the Registrar fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement or this Letter of Indemnity and other legal requirements applicable to it in relation to the Offer.

6. The Registrar undertakes to the Lead Managers that it shall act with due diligence, care, skill and in accordance with Applicable Laws and within the timelines prescribed under the applicable laws while discharging the Assignment and its duties, responsibilities and obligations under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the Lead managers to:
- (a) fully co-operate and comply with any instruction the Lead Managers may provide in respect of the Offer;
  - (b) ensure compliance with Applicable Laws including provisions of (i) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011; (ii) the SEBI circular No. CIR/CFD/14/2012 dated October 4, 2012; (iii) the SEBI circular No. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013; (iv) the SEBI circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016; (v) the SEBI circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016; (vi) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019; (vii) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019; (viii) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020; (ix) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010; (x) the SEBI circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015; (xi) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated on November 1, 2018, (xii) the SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019; (xiii) SEBI circular No. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019; (xiv) SEBI circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021; (xv) the SEBI circular No. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021; (xvi) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 (to the extent these circulars are not rescinded by the RTA Master Circular; (xvii) the RTA Master Circular (to the extent it pertains to UPI); (xviii) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022; (xix) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/75 dated May 30, 2022; (xx) SEBI master circular bearing reference SEBI/HO/CFD/PoD-2/P/CIR/2023/00094 dated June 21, 2023; (xxi) the SEBI circular no. SEBI/HO/CFD/TPD1/CIR/P/2023/140 dated August 9, 2023, (xxii) the Companies Act; (xxiii) the RTA Regulations and (xxiv) the SEBI ICDR Regulations, along with any and all amendments, changes and subsequent circulars issued by the SEBI or the Stock Exchanges from time to time in this regard; and
  - (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.
7. Further, 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 Lead Managers to fully indemnify, defend and hold harmless, at its own cost and expense, at all times, each of the Lead Managers, their respective affiliates, and each of their respective promoters, directors, management, representatives, employees, advisors, officers, agents, successors and permitted assigns 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 (collectively, the "**Lead Managers Indemnified Parties**"), from and against any and all suits, demands, proceedings, claims, actions, losses, liabilities, claims for fees, damages, actions (including an action commenced by any Bidders or holders of Equity Shares which have been transferred pursuant to the Offer or by any third party against any of the Lead Managers Indemnified Parties), 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 or alleged breach), and all other liabilities as agreed below.

8. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company and the Selling Shareholders is sufficient consideration for this Letter of Indemnity to be issued in favour of the Lead Managers and the obligations, duties, representations, warranties, and responsibilities of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees to indemnify and hold harmless each of the Lead Manager Indemnified Parties at all times, from and against any and all suits, proceedings, claims, actions, losses, damages, penalties (including any fine imposed by SEBI and/or Stock Exchanges and/or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law), liabilities, cost, interest costs, charges, awards, judgements, expenses, without limitation, interests, legal expenses (including attorney's fees and court costs), accounting fees, losses, losses arising from the difference or fluctuation in exchange rates of currencies, investigation costs, and all other demands and all other liabilities) of whatever nature made, suffered, or incurred, including in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction, which may be made or commenced against any BRLMs' Indemnified Parties by any Bidder (including ASBA Bidders), any holder of the Equity Shares or any third party arising out of or as a consequence of (i) breach or alleged breach of the duties, declaration, undertaking or confirmation of the Registrar under the Registrar Agreement (including this Letter of Indemnity), or (ii), failure, deficiency, \, act, omission or error in performance of or violation or non-compliance or alleged violation or alleged non-compliance with any provision of law, regulation or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority or from the Registrar's own breach, delay, fraud, misconduct, negligence, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions or covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf, and/or (iii) any information provided by the Registrar to the Lead Managers is untrue, incomplete or incorrect in any respect, including any fine imposed by SEBI and/or Stock Exchanges and/or or any other statutory, judicial, administrative, quasi-judicial, governmental and/ or regulatory authority or a court of law or any compensation, liabilities and/or other amounts payable or paid (including applicable taxes and statutory charges, if any) by the BRLMs including any interest and/or penalty on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended by the SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and/or any other applicable laws and any subsequent circulars or notifications that may be issued by SEBI in this regard. The Registrar shall further indemnify and refund on demand all costs incurred by each of the Lead Managers Indemnified Parties in connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the Lead Managers Indemnified Parties is a party, in each case as such expenses are incurred or paid, including, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity or in responding to queries relating to such services from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental or regulatory authority or a court of law.
10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the

Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the Lead Managers Indemnified Party may have at common law, equity and/or otherwise.

11. This Letter of Indemnity may be amended or altered only with the prior written approval of the Lead Managers.
12. The Registrar acknowledges and agrees that each of the Lead Managers shall have all the rights specified under the provisions of Registrar Agreement and this Letter of Indemnity but shall not have any obligations or liabilities to the Registrar or the Company or the Selling Shareholders or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.
14. The Registrar hereby agrees that failure of any of the Lead Managers Indemnified Party to exercise part of any of its rights under this Letter of Indemnity in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other Lead Managers Indemnified Party of any of its rights established herein.
15. 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.
16. This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the parties delivers a PDF format copy of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.
17. In the event of any inconsistency or conflict between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail.
18. 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 consisting of three arbitrators (one to be appointed by the Registrar, one by the Lead Managers jointly, and one jointly by the appointed arbitrators). All proceedings in any such arbitration shall be conducted in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration, and in accordance with The Arbitration and Conciliation Act, 1996 or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai (seat and venue). 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, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India. Parties severally and not jointly, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/145 along with any subsequent amendments thereto, and the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-1/P/CIR/2023/135 and SEBI circular dated December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE\_IAD-3/P/CIR/2023/191 (“**SEBI ODR**

**Circulars**”), they have elected to follow the dispute resolution mechanism described in this Clause 18. Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Clause 18.

19. For any matters between the Registrar and the Lead Managers arising out of the arbitration proceedings mentioned in Clause 18 above, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act, 1996, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over all matters.
20. All capitalized terms not defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have a meaning ascribed to such terms in the pre-filed DRHP, the UDRHP- I, the UDRHP-II, the RHP and the Prospectus in relation to the Offer, including any amendments, addendums or corrigenda issued thereto, to be filed by the Company with the regulatory authorities in connection with the Offer.
21. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as each party specified below or sent to such other addresses or e-mail addresses as each party below may notify in writing to the other, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email) to the other.

**In case of the Lead Managers:**

**Kotak Mahindra Capital Company Limited**

1<sup>st</sup> Floor, 27 BKC, Plot No. C – 27  
"G" Block, Bandra Kurla Complex  
Bandra (East), Mumbai 400 051  
Maharashtra, India  
**E-mail:** Swiggy.ipo@kotak.com  
**Attention:** Arun Mathew

**J.P. Morgan India Private Limited**

J.P. Morgan Tower  
Off CST Road, Kalina  
Santacruz East  
Mumbai 400 098  
Maharashtra, India  
**Attention:** Satish Arcot  
**Email:** satish.arcot@jpmorgan.com

**Citigroup Global Markets India Private Limited**

1202, 12th Floor, First International Financial Centre,  
G-Block, Bandra Kurla Complex,  
Bandra (East) Mumbai 400 098  
Maharashtra, India  
**Attention:** Abhishek Mawandiya  
**Email:** swiggyipo@citi.com

**BofA Securities India Limited**

Ground Floor, “A” Wing, One BKC  
“G” Block Bandra Kurla Complex

Bandra (East), Mumbai 400051  
Maharashtra, India  
**Attention:** Debasish Purohit  
**Email:** debasish.purohit@bofa.com

**Jefferies India Private Limited**  
Level 16, Express Towers  
Nariman Point  
Mumbai 400 021  
Maharashtra, India  
**Attention:** Suhani Bhareja  
**Email:** Swiggy.IPO@jefferies.com

**ICICI Securities Limited**  
ICICI Venture House, Appasaheb Marathe Marg,  
Prabhadevi, Mumbai 400025  
Maharashtra, India  
**Attention:** Prem D'cunha  
**Email:** projecttiger@icicisecurities.com, prem.dcunha@icicisecurities.com

**Avendus Capital Private Limited**  
901, Platina,  
9th Floor, Plot No. C-59,  
Bandra Kurla Complex, Bandra (E),  
Mumbai - 400 051 India  
**Attention:** Sarthak Sawa/ Shantanu Chate  
**Email:** swiggy.ipo@avendus.com

**In case of the Registrar:**

**Link Intime India Private Limited**  
C-101, 1<sup>st</sup> Floor,  
247 Park, Lal Bahadur Shastri Marg  
Vikhroli (W)  
Mumbai 400 083  
Maharashtra, India  
**Tel:** +91 22 4918 6000  
**E-mail:** haresh.hinduja@linkintime.co.in  
**Attention:** Haresh Hinduja

*This signature page forms an integral part of the Letter of Indemnity executed by Link Intime India Private Limited in favour of each of the Book Running Lead Managers pursuant to the Registrar Agreement entered between the Company, Selling Shareholders and Link Intime India Private Limited*

For and on behalf of **Link Intime India Private Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

*This signature page forms an integral part of the Letter of Indemnity executed by Link Intime India Private Limited in favour of each of the Book Running Lead Managers pursuant to the Registrar Agreement entered between the Company, Selling Shareholders and Link Intime India Private Limited*

For and on behalf of **Kotak Mahindra Capital Company Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

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For and on behalf of **J.P. Morgan India Private Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

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For and on behalf of **Citigroup Global Markets India Private Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

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For and on behalf of **BofA Securities India Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

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For and on behalf of **Jefferies India Private Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

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

**Authorised Signatory**

Name: [●]

Designation: [●]

*This signature page forms an integral part of the Letter of Indemnity executed by Link Intime India Private Limited in favour of each of the Book Running Lead Managers pursuant to the Registrar Agreement entered between the Company, Selling Shareholders and Link Intime India Private Limited*

For and on behalf of **Avendus Capital Private Limited**

**Authorised Signatory**

Name: [●]

Designation: [●]

## ANNEXURE A

### Details of Selling Shareholders

Sl. No.	Name	Number of Offered Shares	Date of the board resolution	Notice details
<i>Corporate Selling Shareholders</i>				
1.	Accel India IV (Mauritius) Limited	Up to 8,191,595 Equity Shares	April 8, 2024	<p><b>Address:</b> 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius  <b>Tel:</b> +230 401 2300  <b>Fax:</b> 230 401 2301  <b>E-mail:</b> rzamboldi@accel.com  <b>Attention:</b> Director  <b>Copy to:</b> Richard Zamboldi</p>
2.	Accel Leaders 3 Holdings (Mauritius) Ltd	Up to 2,381,111 Equity Shares	April 8, 2024	<p><b>Address:</b> 5th Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius  <b>Tel:</b> : +230 401 2300  <b>E-mail:</b> rzamboldi@accel.com  <b>Attention:</b> Richard Zamboldi</p>
3.	Alpha Wave Ventures, LP	Up to 5,573,473 Equity Shares	April 23, 2024	<p><b>Address:</b> Alpha Wave Ventures, LP, Maples and Calder, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands  <b>Attention:</b> Ms. Cathy Weist  <b>Email:</b> cweist@alphawaveglobal.com and notices.awvii@alphawaveglobal.com</p> <p>With copies (which shall not constitute notice and shall necessarily include copies by email to)</p> <p><b>Address:</b> Alpha Wave Global LP, 667 Madison Avenue, 19th Floor, New York, USA, 10065, USA  <b>Email:</b> cweist@alphawaveglobal.com</p>
4.	Apoletto Asia Ltd	Up to 1,696,504 Equity Shares	April 24, 2024	<p><b>Address:</b> Sanne House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Republic of Mauritius  <b>Tel:</b> +44 20 73181180  <b>E-mail:</b> DST@apexfs.group  <b>Attention:</b> Board of directors</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:  <b>Attention:</b> Yash A. Rana and Abhishek Krishnan  <b>Address:</b> Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore</p>

				Land Tower, Singapore 048623 <b>Email:</b> yrana@goodwinlaw.com, akrishnan@goodwinlaw.com
5.	Ark India Food-Tech Private Investment Trust	Up to 301,406 Equity Shares	April 9, 2024	<b>Address:</b> (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 <b>E-mail:</b> alan.kim@arkimpact.co.kr <b>Attention:</b> Alan Jungsoo Kim  Copy to:  <b>Address:</b> KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07331 <b>Attention:</b> Yoo Jin Choi <b>Email:</b> aco.kbg@kbgf.com
6.	Ark India Innovation Capital Private Investment Trust	Up to 28,066 Equity Shares	April 9, 2024	<b>Address:</b> (in its capacity as the Fund Manager) 17F, 67 Yeouinaru-ro, Yeongdeungpo-gu, Seoul, Korea 07327 <b>E-mail:</b> alan.kim@arkimpact.co.kr <b>Attention:</b> Alan Jungsoo Kim  Copy to:  <b>Address:</b> KOOKMIN BANK CO., LTD (In its capacity as Trustee) 26 Gukjegeumyung-ro 8-gil, Yeongdeungpo-gu, Seoul, Korea 07331 <b>Attention:</b> Yoo Jin Choi <b>Email:</b> aco.kbg@kbgf.com
7.	Baron Emerging Markets Fund	Up to 1,241,816 Equity Shares	April 25, 2024	<b>Address:</b> 767 Fifth Avenue, 49th Floor, New York, NY 10153 <b>E-mail:</b> ppatalino@baronfunds.com; ktreglia@baronfunds.com <b>Attention:</b> Legal Department
8.	Coatue PE Asia XI LLC	Up to 3,885,413 Equity Shares	April 15, 2024	<b>Registered Address:</b> 251 Little Falls Drive, Wilmington, Delaware 19808, USA  <b>Correspondence Address:</b> c/o Coatue Management, L.L.C. 9 West 57 <sup>th</sup> Street, 25 <sup>th</sup> Floor New York, NY 10019 USA <b>Email:</b> zfeingold@coatue.com <b>Tel:</b> +1-212-715-5160

				<p><b>Attention:</b> Zachary Feingold</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to the following persons:</p> <p><b>Attention:</b> Yash A. Rana and Abhishek Krishnan  <b>Address:</b> Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623  <b>Email:</b> yrana@goodwinlaw, akrishnan@goodwinlaw.com</p>
9.	DST Asia VI	Up to 1,031,116 Equity Shares	April 24, 2024	<p><b>Address:</b> Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands  <b>Tel:</b> +44 20 73181180  <b>E-mail:</b> DST@apexfs.group  <b>Attention:</b> Board of directors</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:</p> <p><b>Attention:</b> Yash A. Rana and Abhishek Krishnan  <b>Address:</b> Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623  <b>Email:</b> yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
10.	DST EuroAsia V B.V	Up to 5,621,668 Equity Shares	April 22, 2024	<p><b>Address:</b> Uiverweg 2, 1118 DC, Schiphol, Kingdom of the Netherlands  <b>Tel:</b> +44 20 73181180  <b>E-mail:</b> mpessel@dsteuroasiav.nl, hzunnebeld@dsteuroasiav.nl  <b>Attention:</b> Marc Pessel; Hans Zunnebeld</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons:</p> <p><b>Attention:</b> Yash A. Rana and Abhishek Krishnan  <b>Address:</b> Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623  <b>Email:</b> yrana@goodwinlaw.com,</p>

				akrishnan@goodwinlaw.com
11.	Elevation Capital V Limited	Up to 7,396,253 Equity Shares	March 7, 2024	<p><b>Address:</b> Apex House, Bank Street, TwentyEight, Cybercity, Ebene 72201, Republic of Mauritius</p> <p><b>Email:</b> elevationcapital.operations@apexfs.group</p> <p><b>Attention:</b> Directors</p> <p><b>Phone:</b> +230 467 3000</p>
12.	Goldman Sachs Asia Strategic Pte. Ltd	Up to 134,868 Equity Shares	April 15, 2024 read with April 25, 2024	<p><b>Address:</b> 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852</p> <p><b>Fax:</b> +65 6235 3178</p> <p><b>E-mail:</b> tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg / chua/chialey@bslcs.com.sg</p> <p><b>Attention:</b> Directors</p> <p>Copy to: Wilson Wu <b>Email:</b> Wilson.wu@gs.com <b>Address:</b> Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China <b>Tel:</b> 852 2978-0727</p>
13.	Harmony Partners (Mauritius) Ltd.	Up to 626,729 Equity Shares	April 18, 2024	<p><b>Address C/o:</b> JTC Fiduciary Services (Mauritius) Limited Suite 2004 Level 2, Alexander House. 35 Cybercity Ebene Mauritius</p> <p><b>Email:</b> Mauritius-CST2@jtcgroup.com</p> <p><b>Attention:</b> To the Board of Directors</p>
14.	HH BTPL Holdings II Pte. Ltd.	Up to 2,021,171 Equity Shares	April 10, 2024	<p><b>Address:</b> 10 Changi Business Park, Central 2, #5-01 Hansapoint, Singapore 486030</p> <p><b>Attention:</b> Jennifer Neo</p> <p>With a copy (which shall not constitute notice and shall necessarily include a copy by email) to each of the following persons: <b>Attention:</b> Yash A. Rana and Abhishek Krishnan <b>Address:</b> Goodwin Procter (Singapore) LLP, 50 Raffles Place, #31-01/02 Singapore Land Tower, Singapore 048623 <b>Email:</b> yrana@goodwinlaw.com, akrishnan@goodwinlaw.com</p>
15.	Inspired Elite Investments Limited	Up to 6,747,246 Equity Shares	April 24, 2024	<p><b>Address:</b> Block B, Hengjiweiy Building, No.4 Wangjing East Road, Chaoyang District, Beijing, China</p>

					<b>Tel:</b> +86 15901650624 <b>E-mail:</b> scd.swiggy@meituan.com <b>Attention:</b> Zhu Wenqian
16.	Lynks Shareholders' Trust	Up to 138,975 Equity Shares	March 18, 2024		<b>Address:</b> A3, Chandra Vilas Apartments, 3rd Floor, No.19, 8th Cross Street, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. <b>Email:</b> vijaypc@ramcocements.co.in <b>Attention:</b> Mr. G.Ramanarayanan and P.C. Vijay
17.	MIH India Food Holdings B.V.	Up to 118,215,233 Equity Shares	April 24, 2024		<b>Address:</b> 105 Postbus 71060, 1008 BB Amsterdam, The Netherlands <b>Attention:</b> Roger Rabalais <b>Email:</b> roger.rabalais@prosus.com  <b>Copy to:</b> <b>Attention:</b> Ashutosh Sharma / Paul Peake <b>Email:</b> asharma@prosus.com / paul.peake@prosus.com
18.	Norwest Partners Venture VII-A- (Mauritius)	Up to 6,406,307 Equity Shares	April 18, 2024		<b>Attention:</b> The Board of Directors <b>Address:</b> Apex House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Mauritius <b>Email:</b> Dilshaad.Rajabalee@apexfs.group  <b>Cc:</b> bhui@nvp.com <b>Phone:</b> +230 467 3000 <b>Facsimile:</b> +230 467 4000
19.	Tencent Cloud Europe B.V.	Up to 6,327,243 Equity Shares	March 7, 2024		<b>Address:</b> Amstelplein 54, 26.04, 26th floor, 1096 BC Amsterdam, the Netherlands c/o Tencent Holdings Limited Tencent Binhai Towers, No.33 Haitian 2nd Road Nanshan District, Shenzhen P.R.China 518054 <b>Attention:</b> Mergers and Acquisitions Department <b>Email:</b> PD_Support@tencent.com  with a copy to: <b>Address:</b> Level 29, Three Pacific Place 1 Queen's Road East Wanchai, Hong Kong <b>Attention:</b> Compliance and Transactions Department <b>Email:</b> legalnotice@tencent.com

20.	Time Capital Foodtech Advisors LP (ARK Impact)	Up to 86,127 Equity Shares	April 9, 2024	<p><b>Address:</b> Ark Impact Asset Management Inc., 17F FKI Tower, 24 Yeoui-daero, Yeongdeungpo-gu Seoul 07320, Korea.</p> <p><b>E-mail:</b> alan.kim@arkimpact.co.kr</p> <p><b>Attention:</b> Jungsoo Kim</p>
21.	Think India Opportunities Master Fund L.P.	Up to 149,720 Equity Shares	April 23, 2024	<p><b>Address:</b> One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States</p> <p><b>Fax:</b> +1 415 675 3279</p> <p><b>E-mail:</b> operations@thinkinvestment slp.com</p> <p><b>Attention:</b> Tom Glaser</p>
22.	Times Internet Limited	Up to 1,123,320 Equity Shares	March 14, 2024	<p><b>Address:</b> Ecstasy IT Park, Plot 391, Phase III, Udyog Vihar, Sector 20, Gurugram, Haryana 122016</p> <p><b>E-mail:</b> mahesh.gupta@timesinternet .in, investornotices@timesintern et.in., thejaswi.Kolla@timesgroup. com</p> <p><b>Attention:</b> Mr. Mahesh Gupta, Vice President, Finance</p>
23.	TIMF Holdings	Up to 748,820 Equity Shares	April 24, 2024	<p><b>Address:</b> One Letterman Drive, Building C, Suite CM-420, San Francisco, California 94129, United States</p> <p><b>Attention:</b> Tom Glaser</p> <p><b>Fax:</b> +1 415 675 3279</p> <p><b>E-mail:</b> operations@thinkinvestment slp.com</p>
24.	West Street Global Growth Partners (Singapore) Pte. Ltd.	Up to 698,477 Equity Shares	April 15, 2024 read with April 25, 2024	<p><b>Address:</b> 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852</p> <p><b>Fax:</b> +65 6235 3178</p> <p><b>E-mail:</b> tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg / chua/chialey@bslcs.com.sg</p> <p><b>Attention:</b> Directors</p> <p>Copy to: Wilson Wu <b>Email:</b> Wilson.wu@gs.com <b>Address:</b> Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China <b>Tel:</b> 852 2978-0727</p>
25.	West Street Global Growth Partners Emp (Singapore) Pte. Ltd.	Up to 65,196 Equity Shares	April 15, 2024 read with April 25, 2024	<p><b>Address:</b> 220 Orchard Road, #05-01 Midpoint Orchard, Singapore 238852</p> <p><b>Fax:</b> +65 6235 3178</p>

				<p><b>E-mail:</b> tan.chingchek@bslcs.com.sg / teo.anna@bslcs.com.sg / chua/chialey@bslcs.com.sg <b>Attention:</b> Directors</p> <p>Copy to: Wilson Wu <b>Email:</b> Wilson.wu@gs.com <b>Address:</b> Goldman Sachs (Asia) L.L.C. 68th Floor, Cheung Kong Center 2 Queens Road Central, Hong Kong People's Republic of China <b>Tel:</b> 852 2978-0727</p>
<b>Individual Selling Shareholders</b>				
26.	Lakshmi Nandan Reddy Obul	Up to 1,745,745 Equity Shares	Not applicable	<p><b>Address:</b> Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh <b>Tel:</b> + 91 9972423094 <b>E-mail:</b> nandan@swiggy.in <b>Attention:</b> Lakshmi Nandan Reddy Obul</p>
27.	P.R.Venketrama Raja	Up to 692,176 Equity Shares	Not applicable	<p><b>Address:</b> 142, Santhome High Road, Raja Annamalaipuram, Chennai – 600028 <b>E-mail:</b> PRV@ramco.com</p>
28.	Rahul Jaimini	Up to 1,163,830 Equity Shares	Not applicable	<p><b>Address:</b> B2202, Mahindra Windchimes, Bannerghatta Main Road, Near Arekere Lake, Bangalore 560076 <b>Tel:</b> +91 8861748842 <b>E-mail:</b> rahul.jaimini@gmail.com</p>
29.	Samina Hamied	Up to 27,520 Equity Shares	Not applicable	<p><b>Address:</b> 401/402, RK Sadan 63 Sir Pochkhanwala Road, Mumbai - 400025, Maharashtra, India <b>Tel:</b> 9820557094 <b>E-mail:</b> Samina@cipla.com</p>
30.	Sriharsha Majety	Up to 1,745,746 Equity Shares	Not applicable	<p><b>Address:</b> D No - 11-25-15, KT Road, Vijayawada - 520001, Andhra Pradesh <b>Tel:</b> + 91 9849181777 <b>E-mail:</b> harsha@swiggy.in <b>Attention:</b> Sriharsha Majety</p>